

# MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

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

**Date:** July 19, 2023  
**Location:** Board Room  
1434 Flightline, Mojave, California  
**Time:** 2:00 p.m.

Attending remotely: Director Balentine  
16301 Koch St.  
Mojave, CA 93501

Director Coleman  
501 N Ferry St  
Ludington, Mi 49431

### **Zoom Video Conference**

<https://us02web.zoom.us/j/89755967391?pwd=d0owNTNSc0FOQytXbEI2Y2JRa0VUQT09>

Phone: 669 900 9128  
Meeting ID: 897 5596 7391  
Passcode: 461364

## **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 June 20, 2023
  - B. Check Register dated July 14, 2023; \$5,738,258.49
4. **Action Items**
  - A. CalPERS Unfunded Liability Payment (DOA)
  - B. Hansen Hangar 971 Sublease Agreement to Aerospace Operations (CEO)
  - C. Retention Credit Engagement Letter (DOA)
  - D. Resolution Authorizing the Destruction of Certain Records (DOA)
5. **Reports**
  - A. Director of Administration
  - B. Chief Executive Officer
  - C. Runway 12/30 Update (CEO)
  - D. Inland Port Update (CEO)

- E. Water System Update (CEO)
- F. Hangar Development Update (CEO)
- G. Board Committees

## **6. Director Comments on Items Not on the Agenda**

### **7. Closed Session**

- A. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy
- B. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- C. Existing Litigation (Govt Code 54956.9): Virgin Orbit Bankruptcy
- D. Existing Litigation (Govt Code 54956.9): Spacelink
- E. Potential Litigation (Govt Code 54956.9): Welch v. MASP
- F. CEO Evaluation

## **8. Closed Session Report**

### **Adjournment**

This Agenda was posted on July 18, 2023, 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](mailto: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](mailto: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 REGULAR MEETING ON JUNE 20, 2023.**

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

The meeting was called to order on Tuesday, June 20, 2023, at 2:00 p.m. by Director Barney.

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

B. **Roll Call:**

**Directors present:** Allred, Balentine, Barney, Morgan

**Directors absent:** None

**Staff:**, CEO Reid, DO Fuels Smith, DOO Sewell, DOA Rawlings, Contracts Manager Johansen, DOF Van Wey.

**Others present via Zoom:** Counsel Nave, Director Coleman, DPSS Spandorf, C. Panko, Nicole Altman, Eric Schwartz, Justin Bunkis, Joyce Media, Gil Keinen, Sean Bedford, and one other unidentified participant.

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

#### **2. Community Announcements/ Public Comments not on the Agenda**

CEO Reid invited the Board members to be the first to take off and land upon re-opening Runway 12/30.

#### **3. Consent Agenda**

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

A. Minutes of the Regular Board Meeting of June 6, 2023

B. Check Registers dated June 13, 2023 ; \$151,331.50

C. Check Registers dated June 14, 2023 ; \$2,337,096.36.

#### **4. Action Items**

A. Voyager Aircraft, LLC, Hangar 939 Lease Assignment to Bruce Evans

CEO Reid briefed the Board on the lease assignment, upon motion by Director Coleman, seconded by Director Allred, the Board unanimously approved the lease assignment of Hangar 939 to Bruce Evans.

B. FY 23-24 Budget

DOA Rawlings presented the Fiscal Year 2023-2024 Budget to the Board, upon motion by Director Balentine, seconded by Director Morgan, the Board unanimously approved the Fiscal Year Budget for Fiscal Year 2023-2024. RES # 23-06-853.

C. Taxiway "C" Amendment

CEO Reid briefed the Board on the Taxiway "C" Amendment. Upon motion by Director Balentine, seconded by Director Allred, the board unanimously approved the Taxiway "C" Amendment.

#### **5. Reports**

A. Chief Executive Officer

CEO Reid presented his report to the Board.

B. Runway 12/30 Update (CEO)

CEO Reid updated the Board on the 12/30 Rehabilitation.

C. Taxiway A Electrical Rehabilitation

CEO Reid updated the Board on the Taxiway A Electrical Rehabilitation

D. Inland Port Update (CEO)

- CEO Reid updated the Board on the Inland Port
- E. Water System Update (CEO)  
CEO Reid updated the Board on the Water System project.
- F. Hangar Development Update (CEO)  
CEO Reid updated the Board on Hangar Development.
- G. Board Committees  
No Board Committees

**6. Director Comments on Items not on the Agenda**

No Comments made.

**7. Closed Session**

- A. Existing Litigation (Govt Code 54956.9): Masten Space Systems Bankruptcy
- B. Existing Litigation (Govt Code 54956.9): Welton vs. MASP
- C. Existing Litigation (Govt Code 54956.9): Virgin Orbit Bankruptcy
- D. Existing Litigation (Govt Code 54956.9) Spacelink
- E. Real Property Negotiations (Govt Code 54956.8):  
Property: General Aviation Hangar Development Site  
Parties: MASP, Local Equity  
Negotiators: CEO, legal counsel  
Terms: Lease
- F. Real Property Negotiations (Govt Code 54956.8):  
Property: Hangar 75  
Parties: MASP, Scaled Composites  
Negotiators: CEO, legal counsel  
Items Discussed: Maintenance

**8. Closed Session Report**

In closed session, Counsel advised closed session item A was not discussed. Items B-F were discussed, 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 3:26 p.m.

\_\_\_\_\_  
Diane Barney, President

ATTEST

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

Date: Friday, July 14, 2023  
 Time: 11:10AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 01-24 As of: 7/14/2023

Page: 1 of 2  
 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
<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
063856	CK	7/18/2023	0244 American Electrical Services	01-24	053963	VO	BM133-23192	6/27/2023	0.00	194,500.00
063857	CK	7/18/2023	0244 American Electrical Services	01-24	053964	VO	S1946-23183	6/28/2023	0.00	1,998.00
063858	CK	7/18/2023	0551 American Road Maintenance	01-24	053958	VO	17181	5/31/2023	0.00	75,000.00
063859	CK	7/18/2023	0775 Granite Construction	01-24	054029	VO	TWY 1230/PRQ5	7/1/2023	0.00	3,096,768.87
063860	CK	7/18/2023	0775 Granite Construction	01-24	054030	VO	TWY 1230/PRQ 6	7/1/2023	0.00	2,237,295.79
063861	CK	7/18/2023	1314 Mead & Hunt	01-24	053870	VO	350516	6/20/2023	0.00	11,486.50
063862	CK	7/18/2023	1314 Mead & Hunt	01-24	053871	VO	350441	6/20/2023	0.00	9,712.93
063863	CK	7/18/2023	1314 Mead & Hunt	01-24	053872	VO	350439	6/20/2023	0.00	18,446.40
063864	CK	7/18/2023	1436 Porter Concrete Construction	01-24	053956	VO	4873	5/30/2023	0.00	19,161.00
063864	CK	7/18/2023	1436 Porter Concrete Construction	01-24	053986	VO	4877	6/9/2023	0.00	17,381.00
063864	CK	7/18/2023	1436 Porter Concrete Construction	01-24	053987	VO	4878	6/22/2023	0.00	18,735.00
063864	CK	7/18/2023	1436 Porter Concrete Construction	01-24	053988	VO	4880	6/26/2023	0.00	37,773.00
<b>Check Total</b>										<b>93,050.00</b>

Date: Friday, July 14, 2023  
 Time: 11:10AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 01-24 As of: 7/14/2023

Page: 2 of 2  
 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
-----------	------------	------------	--------------------------	-------------------	--------	------------	-------------	-------------------	-----------------	-------------------	----------------

Check Count: 9

**Acct Sub Total: 5,738,258.49**

Check Type	Count	Amount Paid
Regular	9	5,738,258.49
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>9</b>	<b>5,738,258.49</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>5,738,258.49</b>
---------------------------	-------------	----------------------	---------------------



## STAFF MEMORANDUM

**TO:** Board of Directors  
**FROM:** Carrie Rawlings  
**SUBJECT:** CalPERS Unfunded Liability Payment

**MEETING DATE:** 7/19/2023

---

### **Background:**

We are required by CalPERS to pay our annual unfunded accrued liability based on our report from June 30, 2021 Actuarial Valuation. The district at one point had four different classification of employees, but now only have two which are miscellaneous and miscellaneous PEPRAs. Based on the most recent actuarial valuation we will still have balances on two of our accounts after this payment and I have indicated the expected pay off date on our current amortization schedule.

- \$427,676.00 for miscellaneous classification which is all employees hired prior to 1/1/2013, not including the fire employees. Current balance is \$3,131,553 with projected pay off date in 2041.
- \$51,903 for safety classification which is any employees that were in the fire department were members prior to 1/1/2013. Current balance is \$511,320 with projected pay off date in 2037.

Total due for FY 23-24 is \$479,579. We have the option of paying monthly which would total \$495,617.04 for both plans.

### **Recommended Action:**

Approve one-time payment of \$479,579 to CalPERS for our annual payment for a savings of \$16,038.04 which was included in the annual budget for FY 23-24.



California Public Employees' Retirement System  
P.O. Box 942715, Sacramento, CA 94229-2715

888 CalPERS (or 888-225-7377)  
TTY: (877) 249-7442 Fax: (800) 959-6545  
www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2023

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

Business Unit: 1900  
CalPERS ID: 4129706773  
Invoice Number: 100000017215352  
Invoice Date: July 01, 2023  
Payment Due Date: July 31, 2023

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2021 Actuarial Valuation for Rate Plan Identifier 1089.</p> <p>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.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table border="0" data-bbox="203 1003 763 1071"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$36,831.50</td> <td>July 31, 2023</td> </tr> </table> <p>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 \$427,676.00 to the invoice number above by July 31, 2023 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2021 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting <a href="http://www.mycalpers.ca.gov">www.mycalpers.ca.gov</a></p> <p>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).</p> <p><b>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.</b></p>	Amount	Due Date	\$36,831.50	July 31, 2023	
Amount	Due Date				
\$36,831.50	July 31, 2023				
<b>Total Due</b>	<b>\$36,831.50</b>				





Please pay this statement using Electronic Funds Transfer (EFT) debit or Automated Clearing House (ACH) credit method. Please visit [www.mycalpers.ca.gov](http://www.mycalpers.ca.gov) to schedule a debit EFT payment or call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) for information regarding EFT ACH credit payments. Please allow two banking days prior to the due date for payments to be received at CalPERS on time.

If you need to pay by check or money order, make sure it includes your agency's CalPERS ID, Invoice Number, and is payable to the California Public Employees' Retirement System. Please mail to the following address:

CalPERS  
Financial Reporting & Accounting Services Division  
Cash and Payment Processing Unit  
P.O. Box 942703  
Sacramento, CA 94229-2703

California Public Employees' Retirement System  
[www.calpers.ca.gov](http://www.calpers.ca.gov)





California Public Employees' Retirement System  
P.O. Box 942715, Sacramento, CA 94229-2715

888 CalPERS (or 888-225-7377)  
TTY: (877) 249-7442 Fax: (800) 959-6545  
www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2023

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

Business Unit: 1900  
CalPERS ID: 4129706773  
Invoice Number: 100000017215362  
Invoice Date: July 01, 2023  
Payment Due Date: July 31, 2023

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2021 Actuarial Valuation for Rate Plan Identifier 1090.</p> <p>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.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table data-bbox="203 1003 763 1071"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$4,469.92</td> <td>July 31, 2023</td> </tr> </table> <p>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 \$51,903.00 to the invoice number above by July 31, 2023 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2021 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting <a href="http://www.mycalpers.ca.gov">www.mycalpers.ca.gov</a></p> <p>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).</p> <p><b>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.</b></p>	Amount	Due Date	\$4,469.92	July 31, 2023	
Amount	Due Date				
\$4,469.92	July 31, 2023				
<b>Total Due</b>	<b>\$4,469.92</b>				



Please pay this statement using Electronic Funds Transfer (EFT) debit or Automated Clearing House (ACH) credit method. Please visit [www.mycalpers.ca.gov](http://www.mycalpers.ca.gov) to schedule a debit EFT payment or call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) for information regarding EFT ACH credit payments. Please allow two banking days prior to the due date for payments to be received at CalPERS on time.

If you need to pay by check or money order, make sure it includes your agency's CalPERS ID, Invoice Number, and is payable to the California Public Employees' Retirement System. Please mail to the following address:

CalPERS  
Financial Reporting & Accounting Services Division  
Cash and Payment Processing Unit  
P.O. Box 942703  
Sacramento, CA 94229-2703

California Public Employees' Retirement System  
[www.calpers.ca.gov](http://www.calpers.ca.gov)





## STAFF MEMORANDUM

**TO:** Board of Directors

**FROM:** Tim Reid, CEO

**SUBJECT:** Hansen – Hangar 971, Consent to Sublease, Aerospace Operations, LLC.

**MEETING DATE:** July 19, 2023

---

### **Background:**

Cathy Hansen executed a Twenty-Five (25) year ground lease with one (25) year option on September 15, 1989, and built Hangar 971. Mrs. Hansen is requesting consent to Sublease a portion of her hangar to Aerospace Operations, LLC.

### **Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

### **Recommended Action:**

Staff recommends approval of the Consent to Sublease and Authorization for CEO to execute the agreement with counsel approval.

## CONSENT TO SUBLEASE

This Consent to Sublease is made as of *July 18, 2023* by master landlord Mojave Air and Space Port (“District”), a public entity, *Catherine Hansen*, Owner, as Sublandlord, and *Aerospace Operations*, LLC. as Subtenant, for the premises commonly known as Hangar 971 located at *17199 Roper St. Mojave*, California 93501 (“Sublease Premises”), that Sublandlord leases from Mojave Air and Space Port (“District”), under that lease dated September 15, 1989, as may be amended (collectively, “Master Lease”).

District consents to the subletting of the Sublease Premises by Sublandlord to Subtenant as set forth in the Sublease, attached hereto as Attachment 1, subject to the following mutual agreements between District, Sublandlord, and Subtenant:

### **1. Character of Consent**

This 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 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 District, or enlarge or increase District's obligations under the Master Lease.

### **2. Scope and Conditions of Consent**

In granting this Consent, it is understood and agreed that (a) District does not consent to or approve of any term, provision, covenant, or condition in the Sublease, and District will not be bound by the Sublease, (b) no rights will be granted to Subtenant under the Sublease that are greater than those granted to Sublandlord under the Master Lease, and (c) the Sublease will be subordinate to the Master Lease and this District's Consent; in the event of any conflict between the terms and provisions of the Master Lease or this District's Consent and the terms and provisions of the Sublease, the terms and provisions of the Master Lease or the District's Consent, as applicable, will prevail.

### **3. Assumption of Sublandlord's Obligations**

For the benefit of District and Sublandlord, Subtenant expressly assumes and agrees to perform and comply with every obligation of Sublandlord under the Master Lease applicable to the Sublease Premises, including, without limitation, Sublandlord's obligation to indemnify District pursuant to Section 10 of the Master Lease. Neither this assumption by Subtenant, the Sublease, nor this District's Consent will release or discharge Sublandlord from any liability under the Master Lease, including, without limitation, the payment of rent and other amounts when due under the Master Lease, and Sublandlord 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 Sublandlord. Sublandlord will not be released from any liability under the Master Lease because of District'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 Sublandlord or Subtenant, or both, constitutes a default by Sublandlord under the Master Lease. District may proceed directly against Sublandlord without first exhausting District's remedies against Subtenant, or District may proceed directly against Subtenant without exhausting District's remedies against Sublandlord.

#### **4. Obligations of District**

District 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 Subtenant under the Sublease. Sublandlord and Subtenant jointly and severally agree to indemnify, protect, defend, and hold District harmless from all claims, losses, liabilities, costs, and expenses, including attorney's fees, that District 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, Subtenant warrants that Subtenant 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 Sublandlord's surrender of the premises under the Master Lease to District, the Sublease and its term will immediately terminate, and Subtenant must vacate the Sublease Premises on or before the effective date of the termination. If Subtenant fails to vacate the Sublease Premises, District will be entitled to all the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without consent, including, without limitation, the rights and remedies available to District under the Master Lease. District will not be liable to Sublandlord or Subtenant 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 Sublandlord surrenders the Master Lease to District during the term of the Sublease, District has the option, on written notice delivered to Subtenant 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 Subtenant, to elect to continue the Sublease with the same effect as if District and Subtenant 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, Subtenant will attorn to District, and District and Subtenant will have the same rights, obligations, and remedies under the Sublease as were had by Sublandlord and Subtenant. However, in no event will District (a) be liable for any act or omission of Sublandlord, (b) be subject to any offsets or defenses that Subtenant had or might have against Sublandlord, (c) be obligated to cure any default of Sublandlord that occurred prior to the time that District succeeded to the interest of Sublandlord under the Sublease, (d) be bound by any payment of rent or other payment paid by

Subtenant to Sublandlord 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 District, or (f) be liable for the return of any security deposit not actually received by District. Neither District's election under this section nor its acceptance of any rent from Subtenant will be deemed a waiver by District of any provisions of the Master Lease and this District's Consent.

#### **7. Compliance with Sublease**

If District elects to continue the Sublease pursuant to Section 6, Subtenant will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that District designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree.

#### **8. Insurance**

Subtenant will carry the insurance policies required to be carried by Sublandlord pursuant to Section 11 of the Master Lease and will deliver evidence of that to District prior to occupancy. The insurance will (a) name District and Sublandlord as additional insured; and (b) provide that the policy will not be subject to cancellation or change except after thirty (30) days' prior written notice to District and Sublandlord.

#### **9. Absolute Assignment of Rents**

Sublandlord unconditionally assigns to District all rents now due, or which may later become due, under the Sublease (collectively, "Rents"). Sublandlord acknowledges that the assignment is present, absolute, and unconditional. Accordingly, District will have the right to collect the Rents and to apply them in payment of any sums payable by Sublandlord under the Master Lease. However, Sublandlord will have a license to collect the Rents until the occurrence of an act of default by Sublandlord under the Master Lease. If the act of default occurs, Sublandlord's right to collect the Rent will be suspended until the default is cured. During the period in which Sublandlord's right to collect the Rents is suspended, District, as assignee and attorney-in-fact for Sublandlord under the Master Lease, or a receiver for Sublandlord appointed pursuant to District's application, will have the right to collect the Rents and apply them toward Sublandlord's obligations under the Master Lease. District's acceptance of any payment on account of Rent from Subtenant as a result of any act of default does not release Sublandlord from any liability under the terms, covenants, conditions, provisions, or agreement under the Master Lease.

#### **10. Excess Rents Intentionally deleted**

**11. No Consent to Alterations**

Sublandlord and Subtenant acknowledge: (a) that District's Consent is not a consent to any improvement or alteration work being performed in the Sublease Premises; (b) that District'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) and that if consent is given it will be subject to Sublandlord's signing District's standard form of Agreement with respect to work being performed by persons other than District, unless otherwise agreed to in writing by District.

**12. Legal**

This Consent is made and to be performed in Kern County, California, and the parties irrevocably consent to the jurisdiction of the appropriate federal or state court located in that County. In any legal action or proceeding arising from this Consent, the prevailing party shall be awarded its cost, expenses, and fees, including reasonable attorney fees, incurred in the action or proceeding, on appeal, and/or in the enforcement of a judgment.

**13. Notices**

Any notices to be given under this Consent shall be delivered via US Mail or personal delivery to the following:

District:

Mojave Air and Space Port  
Attn: Contracts Manager  
1434 Flightline  
Mojave, CA 93501

Sublandlord:

Catherine Hansen  
P.O Box 112  
Mojave, CA 93502  
Propturns1@hughes.net

Subtenant:

Aerospace Operations, LLC.  
Attn: Scott Glaser, CEO  
7030 Center Lane  
Titusville, FL 33414  
Scott.T.Glaser@Aerospaceoperations.com



This Consent is effective as of the date first written above:

Mojave Air and Space Port

Catherine Hansen

By \_\_\_\_\_  
Tim Reid  
CEO

By \_\_\_\_\_  
Catherine Hansen  
Owner

Aerospace Operations, LLC.

By \_\_\_\_\_  
Scott Glaser  
CEO



AIR & SPACE PORT  
AT RUTAN FIELD  
STAFF MEMORANDUM

**TO:** Board of Directors

**FROM:** Carrie Rawlings

**SUBJECT:** Employee Retention Tax Credit

**MEETING DATE:** July 19, 2023

---

**Background:**

The Employee Retention Credit (ERC) is a federal government cash award that the District may qualify for when submitting for reimbursement based on the event during COVID. The District has received an engagement letter from Think LLP to determine if we qualify. There is no fee to the District if we do not qualify for the credit and in the event we qualify Think's fee is 17% of the Retention Credits grants identified, documented and that produce a cash benefit to the District.

**Impacts:**

Fiscal: Think LLP will receive 17% fee for ERC funds received by the District

Environmental: None

Legal: None

**Recommended Action:**

Approve the engagement letter with Think to obtain information to determine if the District will qualify.



July 11, 2023

Ms. Carrie Rawlings  
Director of Administration  
Mojave Air & Space Port  
1434 Flight Line  
Mojave, CA 93501  
[carrie@mojaveairport.com](mailto:carrie@mojaveairport.com)

**Re: Retention Credit**

Dear Ms. Carrie Rawlings:

We appreciate the opportunity to provide Mojave Air & Space Port (“Client”) with Employee Retention Credit (“Retention Credit”) advisory services. This letter confirms the scope and related terms of your engagement with Morris and Company, LLP dba Think, LLP (“Think”) to provide such services.

**I. Retention Credit**

Under recent legislation, companies with 500 or less employees that obtained Paycheck Protection Program (“PPP”) loans may also qualify for retroactive Retention Credit for 2020 and an enhanced Retention Credit for each qualifying quarter of 2021.

**2020 Credit** - The new law retroactively eliminates the prohibition on PPP small employer recipients from also obtaining a Retention Credit back to March 13<sup>th</sup>, 2020. Although the PPP proceeds utilized for wages cannot be included in the Retention Credit computation, other qualifying wages from March 13, 2020 through December 31, 2020 may qualify. The amount of the credit is computed based on 50% of up to \$10,000 of each qualifying employee’s wages. Thus, up to a \$5,000 Retention Credit is available for each qualifying employee in 2020.

**2021 Credit** - In 2021, the Retention Credit rate increases to 70% of up to \$10,000 in qualifying employee’s wages for each of the first three quarters of 2021 (i.e., up to \$7,000 per quarter). Thus, there is up to a \$21,000 Retention Credit available for each employee in 2021 from January 1, 2021 through September 30, 2021.

**II. Services Performed for Retention Credit**

Please refer to Exhibit A for scope of each phase.

- Phase I - Opportunity Analysis
- Phase II - Credit Monetization Method
- Phase III - Analysis



**III. Engagement Team**

Brian Eby, Partner & Attorney, will serve as Engagement Partner; Chris Craft, Partner, will serve as secondary review Partner; John Tyler Burden will serve as Engagement Manager. Additional support staff will also serve on the engagement, including Mark Feldman as Account Manager.

**IV. Term of Engagement**

The Term of this Engagement will be for each quarter of 2020 and for all qualifying quarters of 2021.

**V. Fees**

Our fee will be seventeen percent (17%) of the Retention Credits grants identified, documented, and that produce actual tax reduction and/or cash benefit to the Client. Our services will be invoiced when Client realizes any tax reduction and/or cash benefit, including interest paid by the IRS. If Client’s Retention Credit is reviewed by IRS and Credit amounts are disallowed, we will refund our fee pro rata to disallowed Credit amounts.

---

We look forward to working with you on this project. If these terms are agreeable, please sign a copy of this letter and return. Should you have any questions, please call me at 949-274-0220.

Very Truly Yours,

Brian Eby  
Attorney & Partner

Enclosure:

Accepted: Mojave Air & Space Port

---

Authorized Signature

---

Date

## **EXHIBIT A**

### **I. Phase I - Opportunity Analysis**

The purpose of the first phase is to collect facts, evaluate the scope of the ERC computations and perform high-level calculations of credit benefits. In Phase I, we will collect information about Client's wage reporting data to calculate the high-level ERC potential. As part of Phase I, the data collected will provide the foundation for completing Phase II - Credit Monetization Method.

At the end of Phase I, we will provide a high-level estimate of the range of potential ERC benefits and strength of positions. Client will then decide whether to proceed with the ERC Study.

### **II. Phase II - Credit Monetization Method**

The purpose of this phase is to accelerate realization of the cash benefits available from the ERC Study.

#### **A. Scope of Qualifying Activities and Personnel**

We will evaluate the key factors impacting the materiality of the ERC:

- Identify the scope and timing for the ERC; and
- Identify all wages paid to employees during the eligible credit period(s).

#### **B. Monetization of ERC**

The ERC is taken against Client's share of federal payroll taxes and the excess is refundable. The ERC is monetized by filing an Amended Payroll Tax Return Form 941X. We will file your 941X or, if applicable, work with your PEO to correctly file for the ERC on the PEO's return.

Please consult your tax advisor for guidance on the required adjustments to taxable income and the timing of the adjustments due to [IRS Notice 2021-49 N-2021-49](https://www.irs.gov/irb/2021-49) (irs.gov).

### **III. Phase III – Analysis**

We will develop a proposed Implementation Workplan that will identify the steps, personnel, and timeline for the key milestones to collect the data and compute the ERC. Focus will be on three key elements:

- Identify when Client became an Eligible Employer;
- Identify Qualifying Employees and related wages and healthcare costs; and
- Calculate the ERC based on Qualifying Wages and related healthcare costs.

#### **A. Data Collection (if applicable)**

- Identify all physical locations;
- Collect 2019 wage reports to identify all personnel and wage-related costs, including:
- Wages/compensation and medical benefits by employee by calendar quarters within 2020 and for the first, second, and third quarters of 2021;
- Collect corporate communications to employees regarding the COVID-19 policies;
- Collect information regarding employee health and benefit plans (e.g., PTO, holiday, sick policy);
- Collect gross receipts by quarter in 2019, 2020, and the first, second, and third quarters of 2021;
- Collect loan information and application related to participation in the Paycheck Protection Program;
- 2019 through 2021 Work Opportunity, Research and Development, and relevant federal tax credits (if applicable; see Section D. infra).

#### **B. Eligible Employer and Business Qualification Period**

Identifying when Client meets the qualification criteria to begin claiming ERCs for its qualifying employees will be an important factor in determining the amount of the ERC. Further, when the qualification period ends will be an important factor for employees who have not capped out of the ERC. When Client's business is partially or fully suspended will be evaluated by:

**Fully or Partially Suspended** - We will evaluate impact of governmental orders to partially or fully suspended operations (e.g., location closures, supply chain impacts, customer business closures, financial market impact, etc.) and identify the earliest governmental order that would result in a disruption and suspension of operations.

**Gross Receipts** - We will evaluate whether Client's gross receipts for a given quarter were less than 50% of those earned during the same quarter in 2019 (for qualifying quarters in 2020) or less than 80% of those earned during either the same quarter in 2019 and the immediately preceding quarter (for qualifying quarters in 2021) to alternatively qualify Client as an eligible employer based on a decline in gross receipts.

#### **C. Federal Audit Support**

Our services include Federal Audit Support, should the ERC be audited.

## General Policies, Terms and Conditions of Engagement

**1. Entire Agreement.** The terms of engagement to provide services are set forth in the attached engagement letter and in the General Policies, Terms, and Conditions of Engagement set forth below (collectively, the “Agreement”). The Agreement defines the entire scope of the services to be provided (the “Services”) by Morris and Company, LLP dba Think, LLP along with its subsidiaries, parent entities, and affiliates (collectively, “Think”). By agreeing to accept the Services from Think, you have accepted and agreed to the Agreement and are bound by its terms.

**2. Limitation on Damages.** Client agrees that Think and its subcontractors and each of their respective officers, directors, managers, partners, members, equity owners, employees, agents, and personnel shall not be liable to Client for any claims, liabilities, or expenses (collectively, “Claims”) for an aggregate amount in excess of the fees paid by Client to Think pursuant to this Agreement, except to the extent finally and judicially determined by a court of competent jurisdiction (or properly selected arbitrator) to have resulted primarily from bad faith, gross negligence or intentional misconduct of Think or its subcontractors. Client acknowledges that Think does not make any promises or guarantees about the outcome. Comments by Think regarding the outcome of its recommendations are expressions of opinion only and estimates regarding potential savings are not a guarantee. Client acknowledges that it may owe additional taxes, interest and penalties in the event of an audit. In no event shall Think or its subcontractors or any of their respective officers, directors, managers, partners, members, equity owners, employees, agents, or personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute direct Claims) or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to the Services. In circumstances where all or any portion of the provisions of this paragraph are finally judicially determined to be unavailable, the aggregate liability of Think and its subcontractors and their respective officers, directors, managers, partners, members, equity owners, employees, agents, and personnel for any Claim shall not exceed an amount which is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

**3. Benefit of Services.** The benefit of these services shall be in the state where Client is headquartered based on billing address. The undersigned acknowledges that all accounts are due and payable within 30 days of the invoice date. An interest charge of 1.5% per month will be applied to any unpaid balance. In the event of default, you agree to pay all cost of collection court costs and attorney fees.

**4. Dispute Resolution.** Each Party expressly agrees that any controversy arising under this Agreement shall be resolved utilizing the following procedure: (a) a meeting shall be held promptly between the Parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; the Parties shall submit the matter to binding arbitration pursuant to the Rules, Procedures, and Protocols of Judicial Arbitration and Mediation Services, Inc. (“JAMS”). The results of the arbitration will be conclusive and binding on the Parties, and judgment may be entered upon the award and may be enforced in the County Court, California. The arbitration shall be conducted by one arbitrator agreed to by both Parties. If the Parties are unable to agree upon a single arbitrator, then such arbitrator shall be selected by the executive in charge of the office of JAMS. The arbitration proceeding shall be held within 60 days of the appointment of the arbitrator and the arbitrator shall render his or her decision within the days after the conclusion of the arbitration proceeding. The decision of the arbitrator shall be final and binding upon, and non-appealable by, the parties and any judgment may be had on the decision and award so rendered in any court of competent jurisdiction. The prevailing party shall be entitled to all costs incurred in connection with the arbitration proceeding, including the fees of the arbitrator, its reasonable attorneys' fees, witness fees and other costs as determined by the arbitrator.

**5. Applicable Law.** All questions with respect to the construction of this Agreement and the rights and liabilities of the parties under this Agreement shall be determined in accordance with the laws of the State of California, without regard to the application of choice of law principles, except to the extent that such laws may be superseded by Federal law.

**6. Assignment and Subcontracting.** This agreement and all of Think's rights and obligations hereunder may be assigned by Think, at its sole discretion, to (a) a parent, subsidiary, or affiliate of Think, (b) an acquirer of all or substantially all of the assets or equity interests of Think, (c) any successor in interest of Think. Client hereby expressly consents to any assignment by Think pursuant to the preceding sentence. This agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns. Services performed by Think subsidiaries and subcontractors shall be invoiced as professional fees on the same basis as Services performed by Think personnel, unless otherwise agreed.

**7. Confidentiality.** To the extent that, in connection with the Services, Think comes into possession of any trade secrets or other proprietary or confidential information of Client, Think will not disclose such information to any third party without Client's consent. To provide the Services hereunder, Client hereby consents to Think disclosing such information (a) to its personnel and subcontractors, that are providing services in connection with the Services; (b) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto. In satisfying its obligations under this paragraph, Think shall maintain Client's trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care.





# EMPLOYEE RETENTION TAX CREDIT

# INTRODUCTION

The Employee Retention Credit (ERC) is a federal government cash award available to virtually every small business in America. Generally, your business will be entitled to \$5,000 for every employee in 2020 and up to \$21,000 per employee in 2021. You can qualify for the ERC even if you have received PPP I and PPP II. Food and Beverages companies can qualify for ERC even if awarded an additional Restaurant Revitalization Fund grant.

*“Every client is served by an experienced credits and incentives professional with every project reviewed and approved by CPA’s and/or Attorneys.”*

**Brian Eby, Partner Attorney, MBA**  
*Partner & ERC Team Leader*



## ERC...

### Eligibility

Under the original law, only operations that were either fully or partially suspended by a COVID-19 lockdown order; or, for any quarter in 2020, where there was a *50% reduction from 2019*, were eligible.

In 2021, gross receipts test were made easier only a *20% reduction from 2019* needed to qualify.

Many companies that did not see a qualifying gross receipts reduction will qualify if “partially suspended” due to governmental orders that limit hours of operations, disrupt supply chains, restrict access to the workplace, limit gathering sizes or require slowdowns for cleaning, among other suspension scenarios.

### Period of Availability

The original law only included qualified wages paid after March 12, 2020, and before Jan. 1, 2021. Now, the ERC has been extended through September 30th, 2021.

### Amount

Under the original law, the amount of the ERC was equal to 50% of the qualified wages paid to the employee, including the cost to continue providing health benefits to the employee. In 2021 the ERC amount is increased to 70% of qualified wages.

Under the original law, ERC was capped \$10,000 in qualified wages for all of 2020. In 2021, the qualified wages are \$10,000 per quarter; or a maximum ERC of \$21,000 for 2021. In all, employers could receive as much as \$26,000 per employee for 2020 and 2021.

# PAYROLL TAX EXPERTISE

This is the least understood and most under appreciated aspect of selecting your ERC advisor. Our experience with hundreds of clients will help you realize your ERC benefits quickly. Obtaining the benefits requires a payroll tax expertise that none of our competitors have. You must know how to handle payroll coding with all the payroll companies to actually obtain the ERC fully and accurately (within weeks or on your next payroll is no longer an option). [Filing a 941X is likely to take up to a year or more to get processed and paid.](#)

*“From analysis to filing, our team of experts will take on the heavy lifting and maximize your benefits.”*

**Krista Caulkins**  
Director



## OUR PROCESS

### PHASE 1

#### QUALIFICATION

- Qualified Employer
- Review Facts
- Government Orders

### PHASE 2

#### QUANTIFICATION

- Collect Data
- PPP Loans and Use
- Quarterly Analysis
- Payroll

### PHASE 3

#### FILING

- 941X – Quarterly
- Tracking Electronic Review Process
- IRS
- IRS Exam Support (if audit)

# THINK ADVANTAGES

There has been a rush of overnight ERC service providers like PEOs, payroll processors, industry associations, overnight consultants or unqualified advisors. You might save some fees, but how much credit did you give up? Who will advise you on PPP I and II utilization to maximize your ERC? Who will evaluate and advise you how to allocate expenses to minimize use of your PPP for wages? Who will be there to defend you when the IRS audits your ERC? Who will respond to IRS correspondence? Who will handle the payroll coding and payroll personnel questions to be sure your deposits are handled correctly? Your ERC will be realized by retaining or recovering federal payroll taxes. Don't trust a serious responsibility like payroll tax remittance to anyone who is not a CPA or an attorney. The process is just too complex and requires advisors with professional qualifications and tax credit experience to perform the analysis so that you obtain and can support the maximum award possible.



Our Team is led by eight former Big 4 Tax Partners, providing you with Big 4 quality and experience with the flexibility and cost advantages of a CPA firm specialized in nothing other than credits and incentives. Other advantages are:



# THINK COMPARISON TO OTHER ERC SERVICE PROVIDERS

We provide the professional credentials and experience to evaluate your ERC calculation, applying the law in a way to maximize and defend your award under audit. We provide full life-cycle services from the computation of the ERC, realization of benefit through your payroll tax filing process, documentation of your ERC in a detailed tax credit study and IRS audit support which may be years down the road. We have nearly 30 years of experience working exclusively with employee-based jobs tax credit studies. No other ERC service provider provides the complete solution we offer through our team of Former Big 4 CPA's and attorneys.

Think is also an ERC thought leader. You can find detailed guidance regarding the ERC in Think Articles published in Tax Notes:

- [Qualifying Small Business PPP Loan Recipients for the ERC](#)
- [Essential Industries' Qualification for the Retention Credit](#)
- [Do Employee-Owner Wages Qualify for the Employee Retention Credit?](#)









LOW QUALIFICATIONS

HIGH QUALIFICATIONS



# CLIENT EXAMPLES

01	02	03	04	05	06
					
MEDICAL OFFICE <i>Orthopedic &amp; Physical Therapy</i>	RESTAURANT <i>Quick-Service Dining &amp; Take Out</i>	MANUFACTURING <i>Canning &amp; Distribution</i>	HEALTHCARE PROVIDER <i>Primary &amp; Specialty Physician Services</i>	ASSISTED LIVING <i>Skilled Nursing/ Rehab Services</i>	STAFFING <i>Temporary Staffing</i>
33 Employees <i>(2 Locations)</i>	98 Employees <i>(3 Locations)</i>	800 Employees	350 Employees	476 Employees	475 Employees
\$400,000	\$957,000	\$2M	\$4.5M	\$6.2M	\$8M

## QUALIFICATION

You qualify if you had 1) quantitative comparison of gross receipts in 2020 & 2021 compared to 2019 **OR** 2) qualitative alternative test based on whether government orders impacted your operations fully or partially due to COVID-19.

### If #2: Questions to Ask

- Did your employees have to socially distance at work?
- Did your customers have to socially distance in your business (e.g., tables separated 6 ft at restaurant)
- Were your business hours limited in some fashion?
  - Cleaning periodically
  - Opening/Closing time
  - Limited hours to sell alcohol after a certain time
  - Restricted from working in the facility?
- Were operations temporarily shut down?
- Were employees restricted from going to work?
- Were employees subject to a curfew that affected hours worked?
- Was your business to shut down for periodic cleaning and disinfecting?
- Did your vendors create a supply chain disruption?  
*(even if the employer was an essential business exempt from government orders)*
- Did your service providers have disruption that created a supply chain disruption?
- Was there any limitation placed on working hours?  
*(even if the employer was an essential business)*
- Were there any government orders that affected the business in a way that it could not operate in a comparable manner?
- Was there any unbundled part of the business in a way that the business part could not operate in a comparable manner?
- Was there restricted access to the physical workplace?
- Was there reduced working hours because of pandemic-related operating limitations?
- Were any imposed limitations on the use of physical space, affecting services?
- Were any imposed limitations on size of gatherings, affecting the business operations?  
*(e.g. number of customers physically in the business)*
- Were your employees denied access to the use of physical workspace space or physical assets?
- Were your employees required to work remotely causing some limitations in ability to perform comparable duties?

*This test is highly subjective and requires a review of your specific circumstances to fully understand qualification and ERC eligibility.*



Think, LLP's management team is made up of "Big-4" accounting firm partners and consultants. We focus on providing credits and incentives services including ERC, state credits and incentives, R&D Tax credit studies and sales and use tax consulting and compliance services. Aligned with the client's trusted business advisors, Think LLP's studies are imperative for maximizing and sustaining significant tax savings.

Our services complement the expertise and expand the service offerings for advisors and CPA's clients. Together we help strengthen existing and future client relationships.

## OUR ERC TEAM

[thinkllp.com](http://thinkllp.com)

### BRIAN EBY, ATTORNEY, MBA

*Partner & ERC Team Leader*

### VICTOR BAGDASAR

*Manager*

### STEPHEN BASIAGA, J.D., LL.M.

*Senior Manager*

### JOHN TYLER BURDEN

*Manager*

### CHRISTINE BUSTAMANTE

*Partner (Former KPMG Tax Partner)*

### KRISTA CAULKINS

*Director*

### CHRIS CRAFT

*Partner (Former KPMG Tax Partner)*

### JEFFERY MORRIS, CPA, MBT, CMI

*Partner (Former KPMG Tax Partner)*

### SCOTT NELSON

*Director*

### RYAN SMALIGO

*Director*

### MICHAEL SVOBODA, MBA

*Partner (Former KPMG Employment Tax Partner)*

### BENJAMIN WEISFUSE

*Senior Manager*

*"Our strength is the caliber and experience of our team."*



AIR & SPACE PORT  
AT RUTAN FIELD

**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Carrie Rawlings, Director of Administration  
**SUBJECT:** Document Disposal  
**MEETING DATE:** July 19, 2023

---

**Background:**

Airport documents have been in storage for several years. The required timelines to keep such documents listed have expired according to the California Public Records Act and Board Policy 400. Exhibit A attached.

**Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

**Recommended Action:**

Staff recommends approval for the Document Disposal.



**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, 2023.

\_\_\_\_\_  
Diane Barney, President

ATTEST:

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

APPROVED:

Scott Navé

\_\_\_\_\_  
General Counsel



**Mojave Air & Space Port  
Treasurer's Report  
For the month ended April 30, 2023**

	County			Total
	General	Treasury	LAIF	
<b>Beginning Balance</b>	<b><u>\$ 3,923,885.25</u></b>	<b><u>\$ 2,664,238.08</u></b>	<b><u>\$ 4,260,878.74</u></b>	<b><u>\$ 10,849,002.07</u></b>
Receipts:				
Operating Revenues	1,257,918.64	-	-	1,257,918.64
Interest Income	166.02	13,949.69	-	14,115.71
Tax Proceeds	-	<u>6,451.75</u>	-	<u>6,451.75</u>
<b>Total Receipts</b>	<u>1,258,084.66</u>	<u>20,401.44</u>	<u>-</u>	<u>1,278,486.10</u>
Expenditures:				
Operating Expenses	(1,316,474.11)	-	-	(1,316,474.11)
Project Expenses	-	-	-	-
<b>Total Expenditures</b>	<u>(1,316,474.11)</u>	<u>-</u>	<u>-</u>	<u>(1,316,474.11)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
<b>Total Transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Ending Balance</b>	<b><u><u>\$ 3,865,495.80</u></u></b>	<b><u><u>\$ 2,684,639.52</u></u></b>	<b><u><u>\$ 4,260,878.74</u></u></b>	<b><u><u>\$ 10,811,014.06</u></u></b>

The Mojave Air & Space Port unencumbered cash is on deposit bearing interest at various rates, in accordance with the District's Investment Policy.

## Mojave Air & Space Port Fuel Inventory Report

MAY 2023

JET A		
Beginning Inventory	59,546	
Gallons Delivered		
Gallons Purchased	76,583	
Defuels	-	
Total Gallons Delivered	76,583	
Gallons Pumped		
Gallons Sold	67,970	
Refuels	-	
Tank farm/Line truck sumps	50	
Delivery Samples	10	
Total Gallons Pumped	68,030	
Ending Inventory	68,099	
Physical Check	63,732	
Inventory Value at	3.03	<b>\$193,107.96</b>

AVGAS		
Beginning Inventory		8,550
Gallons Delivered		
Gallons Purchased		7,883
Gallons Pumped		
Gallons Sold		2,650
Tank farm/Line truck sumps		5
Delivery Samples		-
Total Gallons Pumped		2,655
Ending Inventory		13,778
Physical Check		13,863
Inventory Value at	5.15	<b>\$71,394.45</b>

LUBRICANTS		
Beginning Inventory	185	
Quarts Purchased	0	
Quarts Sold	20	
Ending Inventory	165	
Physical Check	185	
Aeroshell 110; 100W; 15/50 Multi 108@ \$8.35; 32@ \$8.35; 45@ \$11.29		<b>\$1,677.05</b>

PRIST		
Beginning Inventory		117
Cans Purchased		0
Cans Sold		0
Ending Inventory		117
Physical Check - Cans		117
Physical Check - Bulk		12.2
117 CANS @ \$7.40; 12.2 Gallons @ 132		<b>\$3,330.30</b>

UNLEADED FUEL		
Beginning Inventory	551.2	
Gallons Purchased	1,185.0	
Gallons Used	765.2	
Ending Inventory	971.0	
Physical Check	936.0	
Inventory Value at	\$4.27	<b>\$3,995.78</b>

DIESEL FUEL		
Beginning Inventory		780.0
Gallons Purchased		512.0
Gallons Used		418.6
Ending Inventory		873.4
Physical Check		915.2
Inventory Value at	\$4.68	<b>\$4,282.22</b>

**May 2023 Fuel Inventory                      \$277,787.76**

**May Gallons Sold                      70,620**  
**Year to Date                              782,703**

**MOJAVE AIR & SPACE PORT**  
**Revenue and Expense by Function**  
**For the Eleven Months Ending Wednesday, May 31, 2023**

Description	Rents & Leases Aviation	Rents & Leases Non-aviation	Flight Related Activities	Non-flight Related Activities	Total
<b>Operating Revenue</b>					
Fuel Sales & Services	3,684	-	3,651,134	-	3,654,818
Cost of Fuel & Lubricants Sold	-	-	2,839,766	-	2,839,766
<b>Gross Profit on Fuel Sales &amp; Services</b>	<b>3,684</b>	<b>-</b>	<b>811,367</b>	<b>-</b>	<b>815,052</b>
Rents & Leases	5,353,909	1,940,214	7,494	34,864	7,336,481
Other Revenue	-	-	53,382	330,338	383,720
<b>Total Operating Revenue</b>	<b>5,357,593</b>	<b>1,940,214</b>	<b>872,243</b>	<b>365,202</b>	<b>8,535,253</b>
<b>Operating Expense</b>					
Salaries & Benefits	1,081,752	706,864	933,308	386,734	3,108,658
Noncapitalized Equipment	46,058	11,375	8,835	23,376	89,644
Supplies	62,823	27,420	90,130	16,610	196,983
Licensing & Software	50,667	20,428	14,381	20,904	106,381
Communications	26,038	13,436	13,874	12,770	66,118
Training & Travel	6,450	906	378	64,964	72,699
Permits & Fees	10,251	4,819	8,133	5,148	28,351
Repairs & Maintenance	452,737	248,012	186,493	12,965	900,206
Engineering Services	112,059	66,966	40,551	81,485	301,061
Legal & Accounting Services	85,433	-	-	120,052	205,485
Operating Services	240,660	112,567	238,444	28,098	619,770
Bad Debts	-	-	-	-	-
Dues & Subscriptions	12,480	8,116	9,616	25,046	55,257
Insurance	115,512	77,658	115,512	77,699	386,382
Marketing	8,846	5,755	6,637	88,005	109,243
Rent Expense	10,308	5,110	82,369	3,641	101,428
Utilities	122,503	210,038	43,069	41,428	417,037
Tenant Retention	10,214	10,214	-	-	20,428
Miscellaneous	2,011	1,364	32,153	27,469	62,998
Depreciation	816,998	7,636	1,444,661	27,170	2,296,465
Expense Reimbursements	-	-	(26,948)	(98,012)	(124,960)
<b>Total Operating Expense</b>	<b>3,273,802</b>	<b>1,538,684</b>	<b>3,241,596</b>	<b>965,552</b>	<b>9,019,635</b>
<b>Excess (Deficit) of Operating Revenue over Operating Expense</b>	<b>2,083,792</b>	<b>401,530</b>	<b>(2,369,353)</b>	<b>(600,350)</b>	<b>(484,382)</b>
<b>Nonoperating Revenue</b>					
Property Taxes	633,313	211,753	-	-	845,066
Interest Income	-	-	-	99,908	99,908
Other Nonoperating Revenue	362,521	-	-	-	362,521
<b>Total Nonoperating Revenue</b>	<b>995,834</b>	<b>211,753</b>	<b>-</b>	<b>99,908</b>	<b>1,307,495</b>
<b>Excess (Deficit) of Revenue over Expense</b>	<b>3,079,625</b>	<b>613,283</b>	<b>(2,369,353)</b>	<b>(500,442)</b>	<b>823,113</b>
<b>FAA Projects</b>					
Grants In Aid-Federal/State	-	-	726,010	-	726,010
FAA Projects Expense	-	-	-	2,952,776	2,952,776
<b>Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense</b>	<b>-</b>	<b>-</b>	<b>726,010</b>	<b>(2,952,776)</b>	<b>(2,226,766)</b>
<b>Reserve Designations</b>					
Infrastructure Projects	-	-	-	748,585	748,585
Property Investments	-	-	-	70,000	70,000
Building Improvements	-	-	-	746,591	746,591
Equipment	-	-	-	221,869	221,869
Noncapital Equipment	-	-	-	-	-
Employee Benefits	-	-	-	250,000	250,000
<b>Total Reserve Designations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,037,045</b>	<b>2,037,045</b>

**Mojave Air & Space Port**  
**Customers Over 90 Days Past Due**

	<b>1-30 Days</b>	<b>31-60 Days</b>	<b>61-90 Days</b>	<b>90+ Days</b>	<b>TOTAL</b>	<b>Comments</b>
American Verde Technologies	22.10	22.82	22.10	2,263.29	2,330.31	Vacated Property - should be sending payment
Virgin Orbit	0.00	29,099.12	13,000.00	69,928.89	112,028.01	Working with legal
Masten	0.00	0.00	0.00	0.00	166,766.92	Bankruptcy
Spacelink	0.00	135.08	578.91	2,392.13	3,106.12	Working with legal
Dean Soest	0.00	0.00	38.11	3,212.16	3,250.27	
<b>Aged AR as 7/13/2023</b>	<b>355,515.06</b>	<b>72,781.16</b>	<b>24,753.88</b>	<b>247,393.88</b>	<b>700,443.98</b>	

2023

	January	February	March	April	May	June	July	August	September	October	November	December
Total Income	19714.28	\$14,687.91	\$19,262.45	\$17,585.80	\$17,755.10	0	0	0	0	0	0	0
Total Expenses	17208.62	\$19,698.50	\$17,225.74	\$21,625.10	\$18,538.33	0	0	0	0	0	0	0
Net Income	2505.66	(5010.59)	2036.71	(4039.30)	\$ (783.23)	0	0	0	0	0	0	0

MEMBERSHIPS	577	609	636	658	660	0	0	0	0	0	0	0
New Members	48	54	51	45	42	0	0	0	0	0	0	0
Cancelled Members	-26	-39	-35	-35	-60	0	0	0	0	0	0	0
Net Change	22	15	16	10	-18	0	0	0	0	0	0	0

Notes for January: Of the 26 cancels, 5 are leaving the location 9 left for other reasons and the other 11 were either were cancelled because of missed payments or unknown reasons.

February: Of the 39 cancels, 2 moved, 1 paused, 12 were transferred, 10 other and the other 14 were either cancelled because of missed payments or unknown reasons.

March: Of the 35 cancels, 1 paused, 5 were too busy, 7 moved, 20 are leaving the location and the other 2 were cancelled because of missed payments or unknown reasons.

April: Of the 31 cancels, 2 paused, 3 moved, 7 are leaving the location and the other 9 are for other reasons and the additional 9 members were cancelled because of missed payment or unknown reasons.

May: Of the 60 cancels, 24 left the area, 4 were too busy, 4 left for financial reasons, 1 purchased gym equipment, 3 were temporary placed here, and 24 were cancelled because of missed payments or unknown reasons.

June:

July:

August:

September

October

November

December



AIR & SPACE PORT  
AT RUTAN FIELD

CEO REPORT

**TO:** MASP Board of Directors  
**FROM:** Tim Reid, General Manager/CEO  
**MEETING DATE:** July 19, 2023

---

**Updates**

- **Runway 12/30 Rehabilitation** – The first three phases were completed July 2, opening the runway 2 days earlier than scheduled, and under the programmed budget. Remaining 2<sup>nd</sup> coat of paint for the runway will take 6 days to complete, anticipated start date the first week of July 31<sup>st</sup>.
- **Taxiway A Electrical Rehabilitation** –The project was bid with a winning bid coming in at \$1.94 Million. FAA funding for this project is for \$1.15 Million, and Mead & Hunt is currently working with the bidding contractor to revise the scope of work to meet funding requirements. Work will include rehabilitation of the electrical homerun and circuits for TWY A. The project is anticipated to start in the fall of 2023.
- **Inland Port Update** – The port received word they did not receive the alTrans Inland Port Grant, much to the surprise of several parties. However, Pioneer Partners is continuing to work on the administrative task for construction.
- **Water Main System Update** – This project will replace aging water lines on Roper Street, allowing for the future development of Hangars in the GA complex. Mead & Hunt are working on the final set of plans and specifications, cost estimates and bidding documents. Project is anticipated to go out for bid the third week of August 2023.
- **Water System Hydraulic Modeling** - Mead & Hunt is processing, compiling, and analyzing the data received from MASP relating to the development of the hydraulic model. Some of the data being processed includes water demand from tenants, water metering records, GIS pipe inventory, record drawings, Control narrative, SCADA information, Water Meter logs, CAD files among other relevant data. Mead and Hunt also received and processed data from Mojave Public Utility District (MPUD) to be incorporated in the analysis.
- **Hangar Development Update** – Developer submitted a proposal to develop GA hangars at the Mojave Airport. Ground lease proposal forwarded to Board for consideration.
- **Property Rented**
  - Gauntlet Aerospace Hangar 77, 2 yrs with options
  - ABL Space Systems Test Site 15, 1<sup>st</sup> Amendment, lease expansion.



# MOJAVE

AIR & SPACE PORT  
AT RUTAN FIELD

## CEO REPORT



**Mojave Air & Space Port \* 1434 Flightline, Mojave, CA 93501\* 661-824-2433**

# MOJAVE

AIR & SPACE PORT  
AT RUTAN FIELD

## CEO REPORT





AIR & SPACE PORT  
AT RUTAN FIELD

CEO REPORT

Authorized Payments

BOARD MEETING:7/18/2023	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	6/22/2023	43,872.58		43,872.58
	6/28/2023	54,915.67		54,915.67
	7/7/2023	86,846.95		86,846.95
	7/14/2023	51,503.20		51,503.20
	7/18/2023	5,738,258.49		5,738,258.49
				-
				-
EFT'S	7/9/2023	-	421,602.08	421,602.08
		5,975,396.89	421,602.08	6,396,998.97
BOD CHECK	063856	194,500.00		
	063857	1,998.00		
	063858	75,000.00		
	063859	3,096,768.87		
	063860	2,237,295.79		
	063861	11,486.50		
	063862	9,712.93		
	063863	18,446.40		
	063864	93,050.00		
		5,738,258.49		5,738,258.49
VOID CHECK	063813-063818			
TOTAL ALL CHECKS & EFT'S				12,135,257.46

Date: Thursday, June 22, 2023  
 Time: 11:51AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-23 As of: 6/22/2023

Page: 1 of 4  
 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
<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
063761	CK	6/22/2023	0112 American Assoc of Airport Exec	12-23	053884	VO	1124928/AS	5/16/2023	0.00	275.00
063762	CK	6/22/2023	0350 Clarks Pest Control	12-23	053865	VO	33432865/0623	6/19/2023	0.00	133.00
063762	CK	6/22/2023	0350 Clarks Pest Control	12-23	053866	VO	33432868/0623	6/19/2023	0.00	59.00
063762	CK	6/22/2023	0350 Clarks Pest Control	12-23	053867	VO	334328690623	6/19/2023	0.00	101.00
063762	CK	6/22/2023	0350 Clarks Pest Control	12-23	053868	VO	33432867/0623	6/19/2023	0.00	60.00
<b>Check Total</b>										<b>353.00</b>
063763	CK	6/22/2023	0479 Aramark	12-23	053851	VO	2601558626	6/16/2023	0.00	91.82
063764	CK	6/22/2023	0518 Elevation Health	12-23	053823	VO	9983	5/31/2023	0.00	783.23
063765	CK	6/22/2023	0539 Dana Safety Supply, Inc.	12-23	053821	VO	853598-A	6/7/2023	0.00	341.90
063766	CK	6/22/2023	0549 Controlled Products Systems	12-23	053894	VO	50623090	6/9/2023	0.00	3,088.56
063767	CK	6/22/2023	0615 Federal Express	12-23	053885	VO	8-164-43925	6/16/2023	0.00	178.26
063768	CK	6/22/2023	0718 Fastenal Company	12-23	053824	VO	CA0286941	5/31/2023	0.00	94.56
063769	CK	6/22/2023	0724 Flir Radars, Inc.	12-23	053869	VO	800026510	6/13/2023	0.00	295.00
063770	CK	6/22/2023	1116 Dr. Randall B. Kam DDS	12-23	053852	VO	060923/ADAY	6/9/2023	0.00	86.00
063771	CK	6/22/2023	1136 Kern County Elections	12-23	053835	VO	110822/ELECTION	6/7/2023	0.00	4,663.39

Date: Thursday, June 22, 2023  
 Time: 11:51AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-23 As of: 6/22/2023

Page: 2 of 4  
 Report: 03630.rpt  
 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						
063772	CK	6/22/2023	1161 Kern Auto Parts Inc	12-23		053822	VO	983807	6/14/2023	0.00	27.05
063772	CK	6/22/2023	1161 Kern Auto Parts Inc	12-23		053826	VO	983482	6/8/2023	0.00	1,551.02
063772	CK	6/22/2023	1161 Kern Auto Parts Inc	12-23		053827	VO	983458	6/8/2023	0.00	77.93
<b>Check Total</b>											<b>1,656.00</b>
063773	CK	6/22/2023	1254 Lincoln Nat'l Life Ins. Co.	12-23		053846	VO	4564630393	7/1/2023	0.00	980.94
063774	CK	6/22/2023	1372 Mojave Public Utility District	12-23		053718	VO	05231/0523	5/2/2023	0.00	10,886.08
063775	CK	6/22/2023	1390 Mission Linen Supply	12-23		053842	VO	519493912	6/15/2023	0.00	117.12
063775	CK	6/22/2023	1390 Mission Linen Supply	12-23		053843	VO	519493906	6/15/2023	0.00	109.29
063775	CK	6/22/2023	1390 Mission Linen Supply	12-23		053895	VO	519522844	6/16/2023	0.00	189.44
<b>Check Total</b>											<b>415.85</b>
063776	CK	6/22/2023	1571 Ottimo Resources Inc	12-23		053828	VO	4250006734	6/8/2023	0.00	1,144.00
063776	CK	6/22/2023	1571 Ottimo Resources Inc	12-23		053864	VO	4250006771	6/15/2023	0.00	1,426.48
<b>Check Total</b>											<b>2,570.48</b>
063777	CK	6/22/2023	1865 RLH Fire Protection	12-23		053829	VO	10002613/B-21	6/12/2023	0.00	320.00
063778	CK	6/22/2023	1865 RLH Fire Protection	12-23		053830	VO	10002611/HWY 58	6/12/2023	0.00	320.00
063779	CK	6/22/2023	1865 RLH Fire Protection	12-23		053831	VO	10002612/B-69	6/12/2023	0.00	320.00
063780	CK	6/22/2023	1865 RLH Fire Protection	12-23		053832	VO	10002607/B-171	6/12/2023	0.00	320.00
063781	CK	6/22/2023	1865 RLH Fire Protection	12-23		053833	VO	10002606/B 58	6/12/2023	0.00	440.00

Date: Thursday, June 22, 2023  
 Time: 11:51AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-23 As of: 6/22/2023

Page: 3 of 4  
 Report: 03630.rpt  
 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						
063782	CK	6/22/2023	1895 Smith Pipe & Supply	12-23		053849	VO	4035781	6/19/2023	0.00	507.88
063783	CK	6/22/2023	1950 Society of Exp. Test Pilots	12-23		053848	VO	63543	6/20/2023	0.00	2,000.00
063784	CK	6/22/2023	1952 Southern California Edison	12-23		053836	VO	196090594/0623	6/15/2023	0.00	291.16
063784	CK	6/22/2023	1952 Southern California Edison	12-23		053837	VO	61545683/0623	6/15/2023	0.00	3,223.78
<b>Check Total</b>											<b>3,514.94</b>
063785	CK	6/22/2023	1954 Southern California Gas	12-23		053838	VO	31545767/0623	6/14/2023	0.00	0.03
063785	CK	6/22/2023	1954 Southern California Gas	12-23		053839	VO	89363938/0623	6/14/2023	0.00	41.15
063785	CK	6/22/2023	1954 Southern California Gas	12-23		053840	VO	11545997/0623	6/14/2023	0.00	33.97
063785	CK	6/22/2023	1954 Southern California Gas	12-23		053841	VO	61545001/0623	6/14/2023	0.00	17.98
<b>Check Total</b>											<b>93.13</b>
063786	CK	6/22/2023	2045 Shreds Unlimited Inc	12-23		053834	VO	23561	6/12/2023	0.00	40.00
063787	CK	6/22/2023	2136 UNUM Life Ins. Co.	12-23		053893	VO	0723	6/9/2023	0.00	3,200.33
063788	CK	6/22/2023	2230 Verizon Wireless	12-23		053892	VO	9937099989	6/22/2023	0.00	1,802.76
063789	CK	6/22/2023	3030 Sonia Valenzuela	12-23		053890	VO	061223	6/12/2023	0.00	166.00
063789	CK	6/22/2023	3030 Sonia Valenzuela	12-23		053891	VO	061923	6/19/2023	0.00	325.80
<b>Check Total</b>											<b>491.80</b>
063790	CK	6/22/2023	3039 Adriana Huerta	12-23		053844	VO	061423	6/15/2023	0.00	1,500.00
063790	CK	6/22/2023	3039 Adriana Huerta	12-23		053845	VO	061423	6/15/2023	0.00	500.00
063790	CK	6/22/2023	3039 Adriana Huerta	12-23		053886	VO	061723	6/17/2023	0.00	368.40
<b>Check Total</b>											<b>2,368.40</b>

Date: Thursday, June 22, 2023  
 Time: 11:51AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-23 As of: 6/22/2023

Page: 4 of 4  
 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
063791	CK	6/22/2023	4093 Boyd F. Young, O.D.	12-23	053887	VO	061323/ADAY	6/13/2023	0.00	511.00
063791	CK	6/22/2023	4093 Boyd F. Young, O.D.	12-23	053888	VO	061323/ADAY	6/13/2023	0.00	329.70
063791	CK	6/22/2023	4093 Boyd F. Young, O.D.	12-23	053889	VO	061323/ADAY	6/13/2023	0.00	348.60
<b>Check Total</b>										<b>1,189.30</b>
063792	CK	6/22/2023	4523 Gerardo Perez	12-23	053825	VO	053023/BOOT	5/30/2023	0.00	183.97

Check Count: 32

**Acct Sub Total: 43,872.58**

Check Type	Count	Amount Paid
Regular	32	43,872.58
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>32</b>	<b>43,872.58</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>43,872.58</b>
---------------------------	-------------	----------------------	------------------

Date: Wednesday, June 28, 2023  
 Time: 09:50AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-23 As of: 6/28/2023

Page: 1 of 3  
 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
<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
063793	CK	6/28/2023	0187 AFLAC	12-23	053932	VO	241295	7/15/2023	0.00	1,374.12
063794	CK	6/28/2023	0296 Communication Enterprises, Inc	12-23	053904	VO	1115060	6/26/2023	0.00	450.00
063794	CK	6/28/2023	0296 Communication Enterprises, Inc	12-23	053905	VO	1114039	6/21/2023	0.00	4,847.57
<b>Check Total</b>										<b>5,297.57</b>
063795	CK	6/28/2023	0365 Consolidated Electrical Dist.	12-23	053906	VO	3978-1040865	6/13/2023	0.00	587.12
063795	CK	6/28/2023	0365 Consolidated Electrical Dist.	12-23	053920	VO	3978-1041421	6/26/2023	0.00	1,034.70
<b>Check Total</b>										<b>1,621.82</b>
063796	CK	6/28/2023	0479 Aramark	12-23	053908	VO	2601559759	6/23/2023	0.00	91.82
063797	CK	6/28/2023	0615 Federal Express	12-23	053916	VO	2-171-97542	6/26/2023	0.00	71.47
063798	CK	6/28/2023	0850 Herc Rentals	12-23	053898	VO	33789469-001	6/21/2023	0.00	5,684.42
063798	CK	6/28/2023	0850 Herc Rentals	12-23	053899	VO	33776033-001	6/20/2023	0.00	3,010.25
<b>Check Total</b>										<b>8,694.67</b>
063799	CK	6/28/2023	1035 JLD Cost Consulting	12-23	053921	VO	23084-01	6/23/2023	0.00	8,375.00
063800	CK	6/28/2023	1161 Kern Auto Parts Inc	12-23	053933	VO	984351	6/27/2023	0.00	69.26
063801	CK	6/28/2023	1178 Kimley-Horn and Associates, Inc.	12-23	053919	VO	96541102-0523	5/31/2023	0.00	2,084.25
063802	CK	6/28/2023	1390 Mission Linen Supply	12-23	053901	VO	519537061	6/22/2023	0.00	109.29
063802	CK	6/28/2023	1390 Mission Linen Supply	12-23	053902	VO	519537067	6/22/2023	0.00	117.12
<b>Check Total</b>										<b>226.41</b>



Date: Wednesday, June 28, 2023  
 Time: 09:50AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-23 As of: 6/28/2023

Page: 2 of 3  
 Report: 03630.rpt  
 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						
063803	CK	6/28/2023	1436 Porter Concrete Construction	12-23		053900	VO	4870	5/17/2023	0.00	19,680.00
063804	CK	6/28/2023	1501 Office Depot	12-23		053922	VO	0623	6/16/2023	0.00	1,926.22
063805	CK	6/28/2023	1670 Linde Gas & Equipment Inc.	12-23		053903	VO	D36654016	6/22/2023	0.00	67.57
063806	CK	6/28/2023	1800 Ramos Strong Inc	12-23		053907	VO	0388668	6/15/2023	0.00	1,208.70
063807	CK	6/28/2023	2450 Xerox Corporation	12-23		053918	VO	504341544	6/7/2023	0.00	279.79
063808	CK	6/28/2023	3017 Carmelita Panko	12-23		053944	VO	062123	6/21/2023	0.00	607.50
063809	CK	6/28/2023	3031 Floyd Vanwey	12-23		053917	VO	062223	6/22/2023	0.00	540.75
063810	CK	6/28/2023	3037 Gary Mathis	12-23		053896	VO	062223	6/22/2023	0.00	160.00
063811	CK	6/28/2023	4028 Antelope Valley Optometric	12-23		053897	VO	061423/SMITH	6/14/2023	0.00	439.00
063812	CK	6/28/2023	4093 Boyd F. Young, O.D.	12-23		053939	VO	062623/ALTMAN	6/27/2023	0.00	685.00
063812	CK	6/28/2023	4093 Boyd F. Young, O.D.	12-23		053940	VO	062623/ALTMAN	6/27/2023	0.00	376.60
063812	CK	6/28/2023	4093 Boyd F. Young, O.D.	12-23		053941	VO	062623/ALTMAN	6/27/2023	0.00	557.50
063812	CK	6/28/2023	4093 Boyd F. Young, O.D.	12-23		053942	VO	062623/ALTMAN	6/27/2023	0.00	145.00
063812	CK	6/28/2023	4093 Boyd F. Young, O.D.	12-23		053943	VO	062623/ALTMAN	6/27/2023	0.00	335.65
<b>Check Total</b>											<b>2,099.75</b>

Date: Wednesday, June 28, 2023  
 Time: 09:50AM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 12-23 As of: 6/28/2023

Page: 3 of 3  
 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
-----------	------------	------------	--------------------------	-------------------	--------	------------	-------------	-------------------	-----------------	-------------------	----------------

Check Count: 20

**Acct Sub Total: 54,915.67**

Check Type	Count	Amount Paid
Regular	20	54,915.67
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>20</b>	<b>54,915.67</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>54,915.67</b>
---------------------------	-------------	----------------------	------------------

Date: Friday, July 7, 2023  
 Time: 12:04PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 01-24 As of: 7/7/2023

Page: 1 of 4  
 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
<b>Company: MASP</b>										
Acct / Sub:	101000		1200							
063818	CK	7/7/2023	0216 Arrow Engineering Services, Inc.	01-24	053957	VO	206872 053123	5/31/2023	0.00	15,515.00
063819	CK	7/7/2023	0427 Desert Industrial Supply	01-24	053974	VO	411527	6/16/2023	0.00	2,444.96
063820	CK	7/7/2023	0474 Alma Del Rio	01-24	053971	VO	061923	6/29/2023	0.00	248.00
063820	CK	7/7/2023	0474 Alma Del Rio	01-24	053972	VO	062623	6/29/2023	0.00	232.00
063821	CK	7/7/2023	0479 Aramark	01-24	053966	VO	2601560888	6/30/2023	0.00	<b>480.00</b> 72.68
063822	CK	7/7/2023	0552 Aerosimple, LLC	01-24	053965	VO	106	6/29/2023	0.00	23,000.00
063823	CK	7/7/2023	0717 Geographic Data and	01-24	053955	VO	GD109678	6/14/2023	0.00	8,085.00
063824	CK	7/7/2023	0722 Freeway Smog & Auto Repair	01-24	053975	VO	4017	6/23/2023	0.00	112.02
063824	CK	7/7/2023	0722 Freeway Smog & Auto Repair	01-24	053976	VO	4030	6/28/2023	0.00	30.00
063824	CK	7/7/2023	0722 Freeway Smog & Auto Repair	01-24	053977	VO	4016	6/22/2023	0.00	959.58
063825	CK	7/7/2023	1103 KERN COUNTY DEPT.	01-24	053948	VO	170697837	6/9/2023	0.00	<b>1,101.60</b> 116.80
063825	CK	7/7/2023	1103 KERN COUNTY DEPT.	01-24	053949	VO	170697764	6/9/2023	0.00	229.50
063825	CK	7/7/2023	1103 KERN COUNTY DEPT.	01-24	053950	VO	170697783	6/9/2023	0.00	249.60
063825	CK	7/7/2023	1103 KERN COUNTY DEPT.	01-24	053951	VO	170697857	6/9/2023	0.00	232.00
063825	CK	7/7/2023	1103 KERN COUNTY DEPT.	01-24	053952	VO	170699332	6/28/2023	0.00	52.52
063825	CK	7/7/2023	1103 KERN COUNTY DEPT.	01-24	053953	VO	170699356	6/28/2023	0.00	54.08

Date: Friday, July 7, 2023  
 Time: 12:04PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 01-24 As of: 7/7/2023

Page: 2 of 4  
 Report: 03630.rpt  
 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						
063825	CK	7/7/2023	1103 KERN COUNTY DEPT.	01-24		053954	VO	170699308	6/28/2023	0.00	77.58
										<b>Check Total</b>	<b>1,012.08</b>
063826	CK	7/7/2023	1161 Kern Auto Parts Inc	01-24		053979	VO	984054	6/21/2023	0.00	34.63
063826	CK	7/7/2023	1161 Kern Auto Parts Inc	01-24		053980	VO	984329	6/27/2023	0.00	14.04
063826	CK	7/7/2023	1161 Kern Auto Parts Inc	01-24		053981	VO	984452	6/29/2023	0.00	40.04
063826	CK	7/7/2023	1161 Kern Auto Parts Inc	01-24		053998	VO	981767	5/2/2023	0.00	5.40
063826	CK	7/7/2023	1161 Kern Auto Parts Inc	01-24		053999	AD	983456	6/8/2023	0.00	-67.10
										<b>Check Total</b>	<b>27.01</b>
063827	CK	7/7/2023	1241 Loschnigg Consulting LLC	01-24		053982	VO	2023-06-30	7/5/2023	0.00	6,000.00
063828	CK	7/7/2023	1347 Miller Equipment Company	01-24		053959	VO	3700	7/3/2023	0.00	2,240.00
063829	CK	7/7/2023	1364 Karl's Hardware Mojave	01-24		053960	VO	0623	6/28/2023	0.00	4,442.60
063830	CK	7/7/2023	1390 Mission Linen Supply	01-24		053983	VO	519579499	6/29/2023	0.00	117.12
063830	CK	7/7/2023	1390 Mission Linen Supply	01-24		053984	VO	519579493	6/29/2023	0.00	109.29
										<b>Check Total</b>	<b>226.41</b>
063831	CK	7/7/2023	1571 Ottimo Resources Inc	01-24		053985	VO	4250006813	6/22/2023	0.00	668.80
063832	CK	7/7/2023	1800 Ramos Strong Inc	01-24		053990	VO	0389063	6/27/2023	0.00	4,462.48
063833	CK	7/7/2023	1865 RLH Fire Protection	01-24		053989	VO	0984152	6/8/2023	0.00	5,475.00
063834	CK	7/7/2023	1909 San Joaquin Tractor Co.	01-24		053992	VO	96082B	6/6/2023	0.00	638.40

Date: Friday, July 7, 2023  
 Time: 12:04PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 01-24 As of: 7/7/2023

Page: 3 of 4  
 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
063835	CK	7/7/2023	2014 Sharper Landscaping Services	01-24	053991	VO	6439/0623	7/3/2023	0.00	2,400.00
063836	CK	7/7/2023	2041 South Street Digital, Inc.	01-24	053993	VO	15064	6/19/2023	0.00	850.59
063836	CK	7/7/2023	2041 South Street Digital, Inc.	01-24	053994	VO	15065	6/19/2023	0.00	1,596.08
<b>Check Total</b>										<b>2,446.67</b>
063837	CK	7/7/2023	2253 Waste Management Kern	01-24	053995	VO	0209908-48085	7/1/2023	0.00	401.25
063837	CK	7/7/2023	2253 Waste Management Kern	01-24	053996	VO	0210282-48082	7/1/2023	0.00	203.52
063837	CK	7/7/2023	2253 Waste Management Kern	01-24	053997	VO	0209986-48081	7/1/2023	0.00	796.71
<b>Check Total</b>										<b>1,401.48</b>
063838	CK	7/7/2023	3027 Nicole Altman	01-24	053961	VO	063023/VISION	6/30/2023	0.00	1,174.00
063838	CK	7/7/2023	3027 Nicole Altman	01-24	053962	VO	063023/DENTAL	6/30/2023	0.00	250.00
<b>Check Total</b>										<b>1,424.00</b>
063839	CK	7/7/2023	3038 Timothy Reid	01-24	053947	VO	0523/PER DIEM	5/25/2023	0.00	598.25
063840	CK	7/7/2023	3039 Adriana Huerta	01-24	053978	VO	062623	6/26/2023	0.00	1,345.00
063840	CK	7/7/2023	3039 Adriana Huerta	01-24	054000	VO	062823/ALLHANDS	6/28/2023	0.00	264.53
<b>Check Total</b>										<b>1,609.53</b>
063841	CK	7/7/2023	3042 Alma Del Cid	01-24	053967	VO	062723	6/28/2023	0.00	195.00
063841	CK	7/7/2023	3042 Alma Del Cid	01-24	053968	VO	062023	6/28/2023	0.00	65.00
063841	CK	7/7/2023	3042 Alma Del Cid	01-24	053969	VO	061623	6/28/2023	0.00	65.00
063841	CK	7/7/2023	3042 Alma Del Cid	01-24	053970	VO	061623	7/5/2023	0.00	470.00
063841	CK	7/7/2023	3042 Alma Del Cid	01-24	053973	VO	062823	6/29/2023	0.00	280.00
<b>Check Total</b>										<b>1,075.00</b>

Date: Friday, July 7, 2023  
 Time: 12:04PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 01-24 As of: 7/7/2023

Page: 4 of 4  
 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
-----------	------------	------------	--------------------------	-------------------	--------	------------	-------------	-------------------	-----------------	-------------------	----------------

Check Count: 24

**Acct Sub Total: 86,846.95**

Check Type	Count	Amount Paid
Regular	24	86,846.95
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>24</b>	<b>86,846.95</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>86,846.95</b>
---------------------------	-------------	----------------------	------------------

**MOJAVE**  
AIR & SPACE PORT  
AT RUTAN FIELD

***Electronic Fund Transfers June 14 through July 9, 2023***

Date		Amount
6/14/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$37.54
6/14/2023	WIRE TRANSFER FEE	\$15.00
6/15/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$24,377.98
6/16/2023	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$7,957.60
6/16/2023	ACH DEBIT HRS PMT PAYCHEX-HRS	\$30.75
6/20/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$24,371.84
6/20/2023	ACH DEBIT INVOICE PAYCHEX-OAB	\$722.40
6/20/2023	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$466.00
6/21/2023	WIRE TRANSFER FEE	\$15.00
6/22/2023	ACH DEBIT PAYROLL PAYCHEX - RCX	\$70,201.13
6/22/2023	ACH DEBIT GARNISH PAYCHEX CGS	\$48.96
6/23/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$24,692.61
6/23/2023	ACH DEBIT TAXES PAYCHEX TPS	\$14,711.27
6/23/2023	ACH DEBIT INVOICE PAYCHEX EIB	\$290.65
6/26/2023	ACCOUNT SERVICE FEE TM-ACH OR MULTIPLE SERVICES	\$75.00
6/26/2023	ACCOUNT SERVICE FEE RDC MONTHLY FEE	\$75.00
6/30/2023	ACH DEBIT 3100 CALPERS	\$10,405.28
6/30/2023	ACH DEBIT 3100 CALPERS	\$2,711.75
6/30/2023	ACH DEBIT INVESTMENT DSTRS	\$250.00
6/30/2023	ACH DEBIT INVESTMENT DSTRS	\$250.00
7/3/2023	ACH DEBIT MTOT DISC BANKCARD	\$176.00
7/5/2023	FEE OTHER CHARGES & FEES, ACH PER BATCH FEE	\$5.00
7/5/2023	ACH DEBIT EFTTRANSFE AVFUEL3	\$8,209.99
7/5/2023	ACH DEBIT PAYABLES Mojave Air-Space	\$38,470.00
7/6/2023	ACH DEBIT GARNISH PAYCHEX	\$48.96
7/6/2023	ACH DEBIT 1800 CALPERS	\$9,183.66
7/6/2023	ACH DEBIT 1800 CALPERS	\$61,169.47
7/6/2023	ACH DEBIT PAYROLL PAYCHEX	\$73,290.22
7/7/2023	FEE OTHER CHARGES & FEES, ACH PER BATCH FEE	\$5.00
7/7/2023	ACH DEBIT INVOICE PAYCHEX EIB	\$312.95
7/7/2023	ACH DEBIT PAYABLES Mojave Air-Space	\$8,067.00
7/7/2023	ACH DEBIT TAXES PAYCHEX TPS	\$14,943.20
7/7/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$26,014.87
	Total	\$421,602.08