MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: August 1, 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

Director Barney 5151 Wiley Post Way Salt Lake City, UT 84116

Zoom Video Conference

https://us02web.zoom.us/j/88979840593?pwd=UWxUcHIRVkM1aDdnUHA1cWR0VFFMUT09

Phone: 669 900 9128 Meeting ID: 889 7984 0593 Passcode: 277366

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. <u>Consent Agenda</u> (Staff recommends approval of consent items by one motion.)
 - A. Minutes of the Regular Board Meeting of July 19, 2023
 - B. Check Registers dated July 26,2023; \$121,635.30
 - C. Resolution Declaring Certain Property Surplus (DOT)

4. Action Items

A. Local Equity Exclusive Negotiation Agreement (CEO)

5. <u>Reports</u>

- A. Director of Operations
- B. Chief Executive Officer
- C. Runway 12/30 Update (CEO)
- D. Taxiway A Rehabilitation (CEO)
- E. Inland Port Update (CEO)
- F. Water System Update (CEO)
- G. Hangar Development Update (CEO)
- H. 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

8. Closed Session Report

Adjournment

This Agenda was posted on July 28, 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 prior to the start of the meeting.

<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 Lynn@mojaveairport.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 ON JULY 19, 2023.

1. CALL TO ORDER

The meeting was called to order on Tuesday, July19, 2023, at 2:04 p.m. by Director Barney.

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

B. Roll Call:

Directors present: Allred, Balentine, Barney,

Directors absent: Morgan

Staff:, CEO Reid, DO Fuels Smith, DOO Sewell, DOA Rawlings, Contracts Manager Johansen. **Others present via Zoom:** Counsel Nave, Director Coleman, DPSS Spandorf, C. Panko, Nicole Altman, Eric Schwartz, Joyce Media, and one other unidentified participant.

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

2. Community Announcements/ Public Comments not on the Agenda

DOO Sewell mentioned the upcoming Pre-RSAT Meeting and briefed the board on the details. Director Barney announced that Plane Crazy Saturday was a success and that there were upwards of 40 aircraft in attendance, Director Balentine thanked Cathy Hansen for her dedication to Plane Crazy.

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 June 20, 2023
- B. Check Registers dated July 14, 2023, \$5,738,258.49.

4. Action Items

A. CalPERS Unfunded Liability Payment

DOA Rawlings briefed the Board on the Unfunded Liability Payment. Upon motion by Director Balentine, seconded by Director Allred, the Board unanimously approved the CalPERS Unfunded Liability Payment.

- B. Hansen Hangar 971 Sublease Agreement to Aerospace Operations CEO Reid briefed the Board on the Sublease Agreement with Aerospace Operations. Upon motion by Director Allred, seconded by Director Balentine, the Board unanimously approved the Sublease of Hangar 971 to Aerospace Operations.
- C. Retention Credit Engagement Letter DOA Rawlings briefed the Board on the Retention Credit Engagement Letter. Upon motion by Director Balentine, seconded by Director Allred, the Board unanimously approved to move forward to the next step in the Engagement Letter process.
- D. Resolution Authorizing the Destruction of Certain Records DOA Rawlings briefed the Board on the Records the District is requesting to be destroyed. Upon motion by Director Balentine, seconded by Director Allred, the board unanimously approved the Resolution. RES #23-07-854.

5. Reports

- A. Director of Administration DOA Rawlings presented her report to the Board.
- B. Chief Executive Officer

CEO Reid presented his report to the Board.

- C. Runway 12/30 Update (CEO) CEO Reid updated the Board on the 12/30 Rehabilitation.
 D. Taximum A Electrical Bababilitation.
- D. Taxiway A Electrical Rehabilitation CEO Reid updated the Board on the Taxiway A Electrical Rehabilitation
- E. Inland Port Update (CEO) CEO Reid updated the Board on the Inland Port
- F. Water System Update (CEO) CEO Reid updated the Board on the Water System project.
- G. Hangar Development Update (CEO) CEO Reid updated the Board on Hangar Development.
- H. Board Committees No Board Committees

6. Director Comments on Items not on the Agenda

Director Balentine commented on the Oleanders coming into the airport on Belshaw look great.

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. Potential Litigation (Govt Code 54956.9) Welch v. MASP
- F. CEO Evaluation

8. Closed Session Report

In closed session, Counsel advised closed session Item A was not discussed. Counsel and the board discussed Action Item B, no action was taken. The Board voted unanimously to authorize the CEO to complete and submit the Districts ballot for the bankruptcy plan for Action Item C. Item D was not discussed. Counsel updated the Board on Item E potential litigation with Timothy Welch. The Board conducted an evaluation of the CEO's performance. No other items were discussed.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 4:06 p.m.

Diane Barney, President

ATTEST

Jimmy R. Balentine, Secretary

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heck Ibr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Dос Туре	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company	: MASF	>								
.cct / Sub: 63922	101000 CK	8/1/2023	1200 0244 American Electrical Services	02-24	054115	VO	S1919-23151	6/28/2023	0.00	10,042.00
63923	СК	8/1/2023	0244 American Electrical Services	02-24	054116	VO	BL250-23193	6/28/2023	0.00	29,650.00
63924	СК	8/1/2023	0244 American Electrical Services	02-24	054117	VO	S1936-23172	6/28/2023	0.00	1,200.00
63925	СК	8/1/2023	1314 Mead & Hunt	02-24	054076	VO	351836	7/19/2023	0.00	768.60
63926	СК	8/1/2023	1314 Mead & Hunt	02-24	054077	VO	351837	7/19/2023	0.00	718.95
63927	СК	8/1/2023	1314 Mead & Hunt	02-24	054078	VO	351952	7/20/2023	0.00	50,594.55
63928	СК	8/1/2023	1314 Mead & Hunt	02-24	054079	VO	351841	7/19/2023	0.00	28,661.20

Check Count:

7

121,635.30 Acct Sub Total: Check Type Count Amount Paid Regular 7 121,635.30 Hand 0.00 0 Electronic Payment 0.00 0 Void 0 0.00 Stub 0 0.00 0.00 0 Zero 0.00 0 Mask 121,635.30 Total: 7 Company Total 0.00

Company Disc Total

121,635.30



STAFF MEMORANDUM

TO:Board of DirectorsFROM:Jason Buck, Director of TechnologySUBJECT:Surplus Equipment

MEETING DATE: August 1, 2023

Background:

The equipment listed in the exhibit to the resolution is no longer used or necessary for District operations. As such, staff recommends declaring the equipment surplus and authorizing its disposal.

Impacts:

Fiscal: All proceeds of sale/disposal of equipment will be deposited into the General Fund account.

Environmental: None

Legal: None

Recommended Action:

Approve the resolution declaring the property in the exhibit to be surplus to the needs of the Airport and authorizing its disposal.

RESOLUTION NO.

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

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

1. Purpose.

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

2. Disposition of Property.

The Board finds and declares:

(a) The property identified in Exhibit 1 (the "Surplus Property"), attached hereto and incorporated herein by reference, is surplus to and no longer suitable for the District's needs.

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

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

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

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

PASSED, APPROVED AND ADOPTED on August 1, 2023.

Diane Barney, President

ATTEST:

Jimmy R. Balentine, Secretary

(SEAL)

	8.1.23 BOD	
	Exhibit 1	
	Surplus Property	
Item	Serial Number	Notes
Optiplex 7020	CTQRT52	Failed
Optiplex 7020	CLPMT52	Obsolete
iPhone	FFQDMLLSPLJM	Obsolete
iPhone	FFWHW41GN72Q	Broken
iPhone	FFMDN00QPLJM	CEO Decision
iPhone	F17F3S2KPLJM	CEO Decision
iPhone	FFQDML6XPLJM	CEO Decision
iPhone	FFYDD37GPLJM	CEO Decision
iPhone	FFQDMNMAPLJM	CEO Decision
iPhone	FFMDK6Q0PLJM	CEO Decision
Pelco Security Camera System Components	Multiple	Obsolete
1987 GMC Jet-A 3000 gallon Truck	6740	Obsolete
1987 Ford 100LL 1200 gallon Truck	709	Obsolete
2001 Ford L8000 Jet-A 5000 gallon Truck	1FDXR82A0MVA01470	Obsolete



TO: MASP Board of Directors

FROM: Tim Reid, General Manager

SUBJECT: Exclusive Negotiation Agreement for General Aviation Hangars

July 18, 2023, Board meeting a few questions were raised by the Board about the clarity of the leasehold area, and the term of both the Letter of Agreement and Exclusive Negotiation Agreement.

In the Board meeting, the Board indicated they did not want a 2-year gap between lease execution and agreement. However, Staff recommends this gap to ensure Local Equity has adequate time to secure the necessary permits, and if necessary, complete a CEQA study. Because the Airport is responsible for the site improvements (water line relocation, utility connections) we anticipate 24 months to be adequate time to allow for Local Equity and the Airport to complete the necessary prep work prior to execution of a full ground lease. It is important to note the LOI stipulates in Paragraph 3 that the lease payments will commence upon the issuance of final building permits, not to exceed a 2-year grace period. We feel strongly that the County will not take this long to complete the permitting process, and commencement of the lease will likely take place before then, once the Airport makes the necessary utility improvements to the proposed land.

Will there be any area other than hangars and taxiways that do not fall within the area described for rent? - The revised ENA includes a new Exhibit, which adequately reflects the proposed leasehold. The previous Exhibit included the plot information for the proposed area, not the actual leasehold area. It is important to note that the leasehold proposed will not fall outside of the area indicated in the Exhibit and will not include any property currently leased.

Local Equity included milestones in the agreements, with the most impactful milestone at 24months until full lease execution. Staff feels this timeline is adequate, given the Airport must make improvements such as the waterline relocation and utility runs, taxilane construction, drainage, and possibly relocation of the vehicle access gate. The property will not be leasable until those improvements are made and will run concurrently within the timeframe given for Local Equity.



AIR & SPACE PORT AT RUTAN FIELD

Finally, both agreements do not mandate the Airport to consider Local Equity as the final developer for this project – the agreements merely require the Airport to provide Local Equity with the first right of refusal for development of this facility.

Staff recommends approving the Exclusive Negotiation Agreements with Local Equity.

EXCLUSIVE NEGOTIATION AGREEMENT

Mojave Air and Space Port – 2.3 Acre Land Lease for Hangar Development

This Exclusive Negotiation Agreement ("**Agreement**") is entered into by and between the Mojave Air And Space Port ("**Airport**"), and Local Equity and/or Assignee ("**Tenant**"), as of the Effective Date indicated below. The Airport and Tenant are each sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. The Airport is the owner of that certain real property outlined in yellow in the City of Mojave, California more particularly described in the <u>Attachment A</u> "Property Description," consisting of approximately 2.3 acres of Airport-owned real property located within Kern County APN 236340020000 (the "Site").
- B. The Airport has experienced increased demand for airport hangars for General Aviation and small business (flight school, etc), and anticipates further growth in the coming years. For this reason, the Airport seeks to partner with Tenant to lease and develop additional hangars.
- C. The purpose of this Agreement is: (i) to acknowledge the presence of the signed nonbinding Letter of Intent (the "LOI") that highlights business terms related to the future lease agreement (the "Lease"); (ii) to give a level of assurance that the Airport will negotiate exclusively with Tenant for a certain period of time; and (iii) to allow the parties to conceive and give substance and detail to a proposed development project for the Site. At this time, the nature and detailed design of the Project has not been determined.

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

NOW, THEREFORE, in view of the Airport's goals and objectives involving the site development and in consideration of the mutual promises set forth herein, Airport and Tenant agree as follows:

1. <u>Exclusive Negotiating Period</u>.

A. <u>Exclusive Negotiating Period</u>. The Parties agree to diligently negotiate in good faith for a period not to exceed <u>12 months</u> (the "Negotiating Period") commencing on the Effective Date, for the purpose of negotiating the Lease. During the Negotiating Period (including extensions in accordance with this Agreement), the Airport shall not negotiate with

any entity, other than Tenant, regarding the development, sale, lease, or disposition of the Site, or solicit or entertain bids or proposals to do so.

B. <u>Extensions</u>. The Negotiating Period may be extended by written agreement of the Parties, in which the Airport Manager shall have the authority and discretion, but no obligation, to execute on behalf of the Airport up to two extensions of six months each. Further extensions may be approved by Airport, if appropriate.

C. <u>Effect of this Agreement</u>. Under this Agreement, the Parties merely enter a period of exclusive negotiations. This Agreement is not intended to bind the Airport or Tenant: (i) to lease any property; (ii) to approve or commit to any project; or (iii) to enter into any further agreement or contract. The Airport reserves its general land use policies and its discretion to make future decisions related to the Site.

D. <u>**Termination**</u>. This Agreement may be superseded by a Lease approved by the Parties. If the Parties have not approved such an agreement upon the expiration of the Negotiating Period (as the Negotiating Period may be extended), then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement.

E. <u>Cure of Default</u>. A Party may terminate this Agreement upon the failure of the other Party to negotiate in good faith, and the failure of the other Party to cure after receipt of notice of such failure from the non-defaulting Party and continuance of such failure after fifteen (15) days opportunity to cure. No Party shall have a right to specific performance of this Agreement. In the event of an uncured default by a Party, the sole remedy of the non-defaulting Party shall be to terminate this Agreement.

2. <u>NEGOTIATION TASKS</u>

A. <u>Overview</u>. To facilitate negotiation of the Lease, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in this Section 1 in a timeframe that will support negotiation and execution of a mutually acceptable Lease prior to the expiration of the Negotiating Period.

B. **Planning Approvals.** The Tenant acknowledges that the Project requires discretionary approvals and entitlements from the Airport and from the County (the "Planning Approvals"). During the Negotiating Period (excluding extensions thereto), the Airport and the Tenant will agree on the type of Planning Approvals necessary for development of the Project, which may include a site plan review, a tentative map, and a final map. The Tenant shall be responsible for the payment of all application fees associated with the Planning Approvals.

3. <u>Costs and Expenses</u>. All fees and expenses of engineers, architects, financial consultants, legal, planning and other consultants or contractors, retained by Tenant for any evaluation, appraisal, planning or design relating to the Site or negotiation of a Lease that may be

undertaken by Tenant during the Negotiation Period, pursuant to or in reliance upon this Agreement or in Tenant's discretion, regarding any matter relating to the subject matter of this Agreement, shall be at the sole cost and expense of Tenant. No such activity shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon Airport.

4. <u>Assignment</u>. Airport is entering into this Agreement on the basis of the particular experience, financial capacity, skills and capabilities of Tenant. This Agreement is personal to Tenant and owned entities, and is not assignable without the prior written consent of Airport, which may be given, withheld or conditioned in Airport's sole and absolute discretion.

5. <u>Notices</u>. Notices required hereunder shall be in writing and sent to the following addresses, or such other address as a Party may designate by written notice, and shall be deemed effective when: (i) personally delivered; (ii) deposited in the U.S. Mail with postage prepaid, registered or certified and return receipt required; or (iii) sent by reputable overnight carrier that provides proof of delivery.

Airport:	Tenant:
Attn: Tim Reid- General Manager	Local Equity LLC
Mojave Air and Space Port	9171 Wilshire Blvd
1434 Flightline #58	Suite 500
Mojave, CA 03501	Bayarly Hills, CA 00212
Mojave, CA 93501	Beverly Hills, CA 90212
Mojave Air and Space Port	9171 Wilshire Blvd
1434 Flightline #58	Suite 500

6. <u>Miscellaneous Provisions</u>.

A. **Governing Law**. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kern County.

B. **Exhibits and Recitals**. All Exhibits and Recitals included herewith are incorporated into this Agreement by reference as if fully set forth herein.

C. **Modification**. This Agreement may be amended or modified only by a written instrument signed by both Parties.

D. **Severability**. The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions, which shall remain in full force and effect.

E. **No Third Party Beneficiary**. This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person shall have any right of action based upon any provision of this Agreement.

F. **Headings**. The headings included in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.

G. **Waiver**. The failure of a Party to enforce any right hereunder will not constitute a waiver of any right or damages. No waiver, benefit, privilege, or service voluntarily given or performed will establish any contractual right by custom, estoppel, or otherwise.

H. **Time**. The Parties agree that time is of the essence with respect to performance of all obligations under this Agreement.

I. **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the Site, and supersedes all prior negotiations, understandings or agreements as to the subject matter herein.

J. **Execution**. This Agreement may be executed in counterparts, which together shall compose a single instrument. A Party's signature transmitted by facsimile or electronic mail shall be valid and effective.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first appearing above.

MOJAVE AIR AND SPACE PORT

TENANT

By: _

Tim Reid General Manager By: _

Dr. Gil Keinan Authorized Signatory

Attachment A:

Property Description





STAFF MEMORANDUM

TO: Board of Directors

FROM: Arielle Sewell

SUBJECT: DOO Updates

MEETING DATE: August 1, 2023

- Runway 12/30 Rehabilitation
 - Final phase started 07/31. Painters are out finishing the 2nd coat for pavement markings and should be completed by August 4th.
 - \circ Final inspection should be anticipated the week of the 7th.
- RSAT
 - Pilot Controller Forum held on July 26th
 - RSAT to be held in the Board Room on August 30th from 9am until 12pm.
- Airport Operations Specialists
 - Operations specialists are in the final month of training and are anticipated to begin working in full capacity in their roles by September 1st, with the exception of the new hires.

Airport Users,

Runway incursions remain a serious concern nationally. One important component of our ongoing efforts to improve surface safety at MHV Airport involves conducting a Runway Safety Action Team (RSAT) meeting at least once each year. In conjunction with airport management, we will be conducting a local RSAT meeting on August 30, 2023. The meeting is scheduled from (9:00am till 12:00 noon) and will be held in the Admin Building Board Room.

The purpose of this RSAT meeting is to unite those individuals and organizations that are actively involved in air traffic operations and movement of aircraft, vehicles, and equipment on the Airport Operations Area (AOA). We look for participation from all major airport interests including tenants, fixed base operators, airport operations and maintenance personnel. Participants are asked to help develop recommendations and solutions to enhance surface safety. Those recommendations serve as the foundation for a site-specific Runway Safety Action Plan. You are cordially invited to join us.

Your participation is important, and your input is welcomed. Please RSVP to the Director of Operations, Arielle Sewell at <u>Arielle@mojaveairport.com</u>. Include the name, organization, phone number and email address of those who will be attending.

This year we hope to have a Hybrid meeting with the option of attending in person or via Zoom.

If you have questions or need more information, please let me know. I can be reached at (661) 824-2433 and/or <u>Arielle@mojaveairport.com</u>. In addition, feel free to reach out to our facilitator, John Cavanagh at (661) 399-3531 and/or john.cavanagh@faa.gov.

Sincerely,

Arielle Sewell Director of Operations Mojave Airport ATCT (MHV) (661) 824-2433 ext. 225 (Office)



CEO REPORT

TO:MASP Board of DirectorsFROM:Tim Reid, General Manager/CEOMEETING DATE:August 1, 2023

Updates

- → Runway 12/30 Rehabilitation During the month of June, the bulk of the construction activities for the runway pavement reconstruction took place (See enclosed photos). Construction was completed ahead of schedule prior to the 4th of July holiday and project cost came under the programmed budget. Contractor (Granite) performed as-built survey activities the week of July 17th. <u>Application of second coat of paint for the Runway 12-30 is scheduled for the week of July 31st.</u> Mead and Hunt is finalizing change order 1 that includes additional proof rolling and saw cutting of pavements.
- → 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, with alternatives so we can ensure the best "bang for the buck" on this project. According to Mead & Hunt they think they have an alternative that will cover all circuits, a new regulator, and lights but no sign replacement. TWY C should be charted for rehabilitation soon, where we could build in the signage for the Taxiway into the project. 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 continues to report they are working on design and permitting, with an emphasis on locating electrical to support their project.
- → Water Main System Update This project will replace aging water lines in the Roper Street area, and it will allow the future development of Hangars in the GA area. Mead and Hunt is working towards producing the final set of plans, specifications, cost estimates and Bidding documents. Project is scheduled to start bid process August 14th with bids scheduled to be open by September 7th.
- → 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



CEO REPORT

AT RUTAN FIELD

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. Mead & Hunt will be working with MASP and the developer to ensure proper planning and coordination.



CEO REPORT

AT RUTAN FIELD

Authorized Payments	C.	EO KEI OK I		
BOARD MEETING:8/1/2023	DATE	AMOUNT	EFT'S	TOTAL
	7/20/2022			
CEO CHECK REGISTER	7/26/2023	150,515.95		150,515.95
				-
EFT'S	7/27/2023	-	798,395.59	798,395.59
		150,515.95	798,395.59	948,911.54
BOD CHECK	63922	10,042.00		
	63923	29,650.00		
	63924	1,200.00		
	63925	768.60		
	63926	718.95		
	63927	50,594.55		
	63928	28,661.20		
		121,635.30		121,635.30
VOID CHECK				
TOTAL ALL CHECKS & EFT'S				1,070,546.84

ate: me: ser:	Wednesday, J 12:14PM CPANKO	uly 26, 2023	26, 2023 Mojave Air & Space Port Check Register - Standard Period: 01-24 As of: 7/26/2023									
heck br	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Туре	Invoice Number	Invoice Date	Discount Taken	Amount Paid		
ompany	: MAS	P										
cct / Sub: 63865	101000 CK	7/26/2023	1200 0109 AT&T	01-24	054032	VO	34122793/0723	7/7/2023	0.00	120.91		
63865	СК	7/26/2023	0109 AT&T	01-24	054033	VO	23831139/0723	7/7/2023	0.00	120.91		
63866	СК	7/26/2023	0212 B's Embroidery Etc Inc	01-24	054137	VO	10755	Cheo 7/25/2023	ck Total 0.00	241.82 150.09		
63867	СК	7/26/2023	0250 Berchtold Equipment	01-24	054034	VO	P21516	7/11/2023	0.00	183.35		
63868	СК	7/26/2023	0350 Clarks Pest Control	01-24	054057	VO	33619945/0723	7/20/2023	0.00	133.00		
63868	СК	7/26/2023	0350 Clarks Pest Control	01-24	054058	VO	33619946/0723	7/20/2023	0.00	60.00		
63868	СК	7/26/2023	0350 Clarks Pest Control	01-24	054059	VO	33619948/0725	7/17/2023	0.00	59.00		
63868	CK	7/26/2023	0350 Clarks Pest Control	01-24	054060	VO	33619949/0723	7/17/2023	0.00	101.00		
63869	СК	7/26/2023	0365 Consolidated Electrical Dist.	01-24	054135	VO	3978-1042428	Cheo 7/21/2023	ck Total 0.00	353.00 1,599.54		
63870	СК	7/26/2023	0430 Desert Truck Service Inc.	01-24	054037	VO	1340038	7/17/2023	0.00	37.27		
63870	СК	7/26/2023	0430 Desert Truck Service Inc.	01-24	054038	VO	1340022	7/14/2023	0.00	89.13		
63871	СК	7/26/2023	0517 De Leon Auto Glass	01-24	054039	VO	W-13099	Chec 7/20/2023	ck Total 0.00	126.40 280.00		
63872	СК	7/26/2023	0518 Elevation Health	01-24	054042	VO	10049	6/30/2023	0.00	3,463.92		
63873	СК	7/26/2023	0535 AviNation	01-24	054031	VO	INV-00202	7/5/2023	0.00	740.00		
63874	СК	7/26/2023	0555 ARCTOS Technology Solutions	01-24	054138	VO	INV-000008493	7/10/2023	0.00	24,465.40		

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063875	СК	7/26/2023	0586 Espino Fam Enterprises	01-24	054040	VO	102	7/9/2023	0.00	1,299.88
63876	СК	7/26/2023	0722 Freeway Smog & Auto Repair	01-24	054043	VO	4050	7/5/2023	0.00	150.00
63876	СК	7/26/2023	0722 Freeway Smog & Auto Repair	01-24	054044	VO	4086	7/18/2023	0.00	283.51
63876	СК	7/26/2023	0722 Freeway Smog & Auto Repair	01-24	054045	VO	4018	6/23/2023	0.00	153.24
63877	СК	7/26/2023	0751 The Gibbons Family LLC	01-24	054047	VO	INVST PMT/0723	Check 7/1/2023	c Total 0.00	586.75 6,311.14
63878	СК	7/26/2023	0842 J. Hitchcock Riverwest	01-24	054046	VO	INVST PMT 0723	7/1/2023	0.00	4,207.43
63879	СК	7/26/2023	0866 The Home Depot Credit Plan	01-24	054061	VO	0623	6/29/2023	0.00	5,665.36
63880	СК	7/26/2023	0897 Core and Main LP	01-24	054035	VO	T240381	7/20/2023	0.00	50.74
63881	СК	7/26/2023	1106 Elmer F. Karpe, Inc.	01-24	054048	VO	INVST PMT/0723	7/1/2023	0.00	10,518.56
63882	СК	7/26/2023	1115 KCFFU	01-24	054139	VO	062723	6/27/2023	0.00	495.00
63883	СК	7/26/2023	1126 Kern Co. Air Pollution Control	01-24	054041	VO	0723/RENEWAL	7/10/2023	0.00	2,696.00
63884	СК	7/26/2023	1127 KC Auditor Controller County	01-24	054056	VO	FY2023-2024	7/6/2023	0.00	3,532.00
63885	СК	7/26/2023	1135 Kern Co. Environmental Health	01-24	054114	VO	IN0478725	6/9/2023	0.00	3,005.00
63886	СК	7/26/2023	1138 Kern Machinery	01-24	054049	VO	104-1075188	7/5/2023	0.00	59.09

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Dос Туре	Invoice Number	Invoice Date	Discount Taken	Amount Paid		
063887	СК	7/26/2023	1161 Kern Auto Parts Inc	01-24	054050	VO	984664	7/5/2023	0.00	10.15		
63887	СК	7/26/2023	1161 Kern Auto Parts Inc	01-24	054051	VO	985068	7/14/2023	0.00	144.86		
63888	СК	7/26/2023	1215 Lancaster Plumbing Supplies	01-24	054052	VO	U1059406	Chec 7/11/2023	k Total 0.00	1 55.01 43.63		
063889	СК	7/26/2023	1254 Lincoln Nat'l Life Ins. Co.	01-24	054132	VO	0823	8/1/2023	0.00	1,204.24		
063890	СК	7/26/2023	1347 Miller Equipment Company	01-24	054082	VO	3744	6/30/2023	0.00	3,720.00		
63891	СК	7/26/2023	1372 Mojave Public Utility District	01-24	054080	VO	06231/0623	7/17/2023	0.00	10,283.24		
63892	СК	7/26/2023	1373 Mojave Public Utility District	01-24	054081	VO	06232/0623	7/17/2023	0.00	467.00		
63893	СК	7/26/2023	1383 Madland Toyota Lift Inc	01-24	054086	VO	147009129	7/3/2023	0.00	507.62		
63894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054062	VO	519662149	7/13/2023	0.00	117.12		
63894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054063	VO	519647454	7/7/2023	0.00	364.37		
63894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054064	VO	519662143	7/13/2023	0.00	107.30		
63894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054065	VO	519690343/0723	7/14/2023	0.00	283.44		
063894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054066	VO	519622114	7/6/2023	0.00	110.79		
63894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054067	VO	519622120	7/6/2023	0.00	117.12		
63894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054068	VO	519703728	7/20/2023	0.00	112.05		
63894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054069	VO	51967308	7/20/2023	0.00	125.19		
063894	СК	7/26/2023	1390 Mission Linen Supply	01-24	054070	VO	519703722	7/20/2023	0.00	109.29		
								Chec	k Total	1,446.67		

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063895	СК	7/26/2023	1571 Ottimo Resources Inc	01-24		054087	VO	4250006896	7/6/2023	0.00	2,433.20
063895	СК	7/26/2023	1571 Ottimo Resources Inc	01-24		054088	VO	4250006934	7/13/2023	0.00	2,376.00
63896	СК	7/26/2023	1639 ProActive Work Health Services	01-24		054113	VO	83286	Chec 6/5/2023	k Total 0.00	4,809.20 35.00
63896	СК	7/26/2023	1639 ProActive Work Health Services	01-24		054118	VO	82290	5/4/2023	0.00	35.00
63896	СК	7/26/2023	1639 ProActive Work Health Services	01-24		054119	VO	81883	4/10/2023	0.00	35.00
63896	СК	7/26/2023	1639 ProActive Work Health Services	01-24		054120	VO	81882	4/10/2023	0.00	35.00
)63896	СК	7/26/2023	1639 ProActive Work Health Services	01-24		054121	VO	81884	4/10/2023	0.00	35.00
63896	СК	7/26/2023	1639 ProActive Work Health Services	01-24		054122	VO	81459	3/10/2023	0.00	35.00
63896	CK	7/26/2023	1639 ProActive Work Health Services	01-24		054123	VO	77250	10/3/2022	0.00	35.00
63896	CK	7/26/2023	1639 ProActive Work Health Services	01-24		054124	VO	77251	10/3/2022	0.00	35.00
63896	СК	7/26/2023	1639 ProActive Work Health Services	01-24		054125	VO	77252	10/3/2022	0.00	35.00
63897	СК	7/26/2023	1800 Ramos Strong Inc	01-24		054098	VO	0389278	Chec 7/10/2023	k Total 0.00	315.00 1,661.38
63898	СК	7/26/2023	1865 RLH Fire Protection	01-24		054091	VO	10002969/B-137	7/3/2023	0.00	915.00
63898	СК	7/26/2023	1865 RLH Fire Protection	01-24		054092	VO	10002970/B-580	7/3/2023	0.00	930.00
63898	СК	7/26/2023	1865 RLH Fire Protection	01-24		054093	VO	10003029/B-180	7/3/2023	0.00	195.00
63898	СК	7/26/2023	1865 RLH Fire Protection	01-24		054094	VO	10003101/B-5	7/3/2023	0.00	615.00
63899	СК	7/26/2023	1925 Sparkletts	01-24		054084	VO	13703338 070623	Chec 7/6/2023	k Total 0.00	2,655.00 1,019.22
63900	СК	7/26/2023	1952 Southern California Edison	01-24		054129	VO	616545683/0723	7/18/2023	0.00	5,291.99

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eck	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Туре	Invoice Number	Invoice Date	Discount Taken	Amount Paid			
3900	СК	7/26/2023	1952 Southern California Edison	01-24	054130	VO	96090594/0723	7/18/2023	0.00	681.48			
3900	СК	7/26/2023	1952 Southern California Edison	01-24	054131	VO	12285395/0623	7/7/2023	0.00	13,986.76			
3901	СК	7/26/2023	1954 Southern California Gas	01-24	054100	VO	89363938/0723	Check 7/14/2023	Total 0.00	19,960.23 39.40			
3901	СК	7/26/2023	1954 Southern California Gas	01-24	054101	VO	11545997/0723	7/14/2023	0.00	29.56			
3901	СК	7/26/2023	1954 Southern California Gas	01-24	054107	VO	61545001/0723	7/14/2023	0.00	16.43			
3902	СК	7/26/2023	2080 Tabbara Corporation	01-24	054136	VO	4560	Check 7/3/2023	Total 0.00	85.39 3,680.00			
3903	СК	7/26/2023	2136 UNUM Life Ins. Co.	01-24	054133	VO	0823	7/26/2023	0.00	4,154.76			
3904	СК	7/26/2023	2142 Underground Service Alert	01-24	054104	VO	2023154068	7/20/2023	0.00	300.00			
3905	СК	7/26/2023	2214 Antelope Valley Press, Inc.	01-24	054112	VO	063023	6/30/2023	0.00	7,909.93			
3906	СК	7/26/2023	2219 Verizon Connect Fleet USA	01-24	054085	VO	360000044057	7/3/2023	0.00	1,517.46			
3907	СК	7/26/2023	2313 Waxie Sanitary Supply	01-24	054105	VO	81826030	7/7/2023	0.00	211.90			
3908	СК	7/26/2023	2357 Rajpreet Chahil	01-24	054109	VO	071223/BOOT	7/12/2023	0.00	140.73			
3909	СК	7/26/2023	2361 Arielle Sewell	01-24	054099	VO	070923	7/9/2023	0.00	5,330.00			
3910	СК	7/26/2023	2450 Xerox Corporation	01-24	054106	VO	504357228	7/6/2023	0.00	279.79			
911	СК	7/26/2023	3017 Carmelita Panko	01-24	054108	VO	062923	7/5/2023	0.00	81.74			

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Pe To Post	riod Closed	Ref Nbr	Doc Туре	Invoice Number	Invoice Date	Discount Taken	Amount Paid
063912	СК	7/26/2023	3027 Nicole Altman	01-24		054110	VO	071523	7/15/2023	0.00	3,525.00
063913	СК	7/26/2023	3039 Adriana Huerta	01-24		054111	VO	062923	7/25/2023	0.00	55.08
63913	СК	7/26/2023	3039 Adriana Huerta	01-24		054126	VO	071923/BOOT	7/25/2023	0.00	108.25
63914	СК	7/26/2023	3042 Alma Del Cid	01-24		054127	VO	071423	Che 7/25/2023	c k Total 0.00	163.33 280.00
63914	СК	7/26/2023	3042 Alma Del Cid	01-24		054128	VO	072123	7/25/2023	0.00	295.00
63915	СК	7/26/2023	3222 Hilltop Publishers	01-24		054053	VO	26855	Che 7/11/2023	ck Total 0.00	575.00 924.00
63916	СК	7/26/2023	3630 Roth~Deborah	01-24		054036	VO	071723	7/23/2023	0.00	70.61
63917	СК	7/26/2023	3864 Carrie Rawlings	01-24		054095	VO	071723	7/17/2023	0.00	622.00
63917	СК	7/26/2023	3864 Carrie Rawlings	01-24		054096	VO	071223	7/13/2023	0.00	114.40
63917	СК	7/26/2023	3864 Carrie Rawlings	01-24		054097	VO	071123	7/12/2023	0.00	758.00
63918	СК	7/26/2023	4008 Michael B.Jones DDS	01-24		054054	VO	062923/SMITH	Che 6/29/2023	ck Total 0.00	1,494.40 125.00
63919	СК	7/26/2023	4025 DDS Inc Stephanie Hsin-hsin Do	01-24		054083	VO	062223/BURCH	9/22/2023	0.00	941.00
63920	СК	7/26/2023	4231 Christina Scott	01-24		054102	VO	071723	7/18/2023	0.00	169.00
63920	СК	7/26/2023	4231 Christina Scott	01-24		054103	VO	071723	7/18/2023	0.00	300.00
63921	СК	7/26/2023	4523 Gerardo Perez	01-24		054089	VO	070623	Che 7/20/2023	ck Total 0.00	469.00 125.00

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063921	СК	7/26/2023	4523 Gerardo Perez	01-24		054090	VO	071023		7/20/2023	0.00	134.00	
										Check T	otal	259.00	
Check Count:		57								Acct Sub Total:		150,515.95	
				Check Type			Count		Amount Paid				
				Regular			57		150,515.95				
				Hand			0		0.00				
				Electronic Payr	nent		0		0.00				
				Void			0		0.00				
				Stub			0		0.00				
				Zero			0		0.00				
				Mask			0		0.00				
				Total:			57		150,515.95				
						Company	Disc Total		0.00	Company Total		150,515.95	



AIR & SPACE PORT AT RUTAN FIELD

Electronic Fund Transfers July 10 through July 27, 2023

Date		Amount
7/11/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$26,060.75
7/11/2023	WIRE TRANSFER FEE	\$15.00
7/12/2023	ACH DEBIT ACH PMT AMEX EPAYMENT	\$15,148.02
7/12/2023	ACH DEBIT ACH PMT AMEX EPAYMENT	\$5,925.66
7/12/2023	ACH DEBIT CLOVER APP CLOVER APP	\$49.95
7/14/2023	ACH DEBIT HRS PMT PAYCHEX	\$57.00
7/17/2023	ACH DEBIT PAYABLES	\$55,833.33
7/17/2023	ACH DEBIT 3100 CALPERS	\$12,123.87
7/17/2023	ACH DEBIT 3100 CALPERS	\$3,024.25
7/17/2023	ACH DEBIT INVESTMENT DSTRS	\$250.00
7/17/2023	ACH DEBIT INVESTMENT DSTRS	\$250.00
7/17/2023	ACH DEBIT 1900 CALPERS	\$172.00
7/17/2023	ACH DEBIT 1900 CALPERS	\$21.00
7/17/2023	WIRE TRANSFER FEE	\$15.00
7/17/2023	ACCOUNT SERVICE FEE ACH PER BATCH FEE	\$5.00
7/18/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$27,585.51
7/18/2023	WIRE TRANSFER FEE	\$15.00
7/19/2023	ACH DEBIT CFTRANSFER AVFUEL	\$4,805.48
7/20/2023	ACH DEBIT PAYROLL PAYCHEX	\$72,662.81
7/20/2023	ACH DEBIT TAXES PAYCHEX TPS	\$14,983.88
7/20/2023	ACH DEBIT INVOICE PAYCHEX-OAB	\$748.93
7/20/2023	ACH DEBIT GARNISH PAYCHEX CGS	\$48.96
7/21/2023	ACH DEBIT EFTTRANSFE AVFUEL3252	\$26,290.81
7/21/2023	ACH DEBIT INVOICE PAYCHEX	\$279.70
7/25/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$26,204.66
	ACCOUNT SERVICE FEE TM-ACH OR MULTIPLE	
7/25/2023	SERVICES	\$75.00
7/25/2023	ACCOUNT SERVICE FEE RDC MONTHLY FEE	\$75.00
7/26/2023	ACH DEBIT 1900 CALPERS	\$427,676.00
7/26/2023	ACH DEBIT 1900 CALPERS	\$51,903.00
7/27/2023	ACH DEBIT EFTTRANSFE AVFUEL	\$26,090.02
	Total	\$798,395.59