

# MOJAVE AIR AND SPACE PORT

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

**Date: October 3, 2017**

**Time: 2:00 p.m.**

**Location: Board Room**

**1434 Flightline, Mojave, California**

## AGENDA

### 1. Call to Order

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

### 2. Community Announcements

Members of the audience may make announcements regarding community events.

### 3. Consent Agenda

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

- A. Minutes of the Regular Board Meeting on September 19, 2017
- B. Check register dated September 29, 2017

### 4. Action Items

- A. Edison Easement for Test Site 19
- B. 3<sup>rd</sup> Amendment to Virgin Orbit Lease for Test Site 19
- C. Hangar 971 Sublease between Hansen and Gauntlet Aerospace
- D. Resolution Approving Disposal of Surplus Property
- E. Commercial Property Insurance Renewal
- F. Mojave Chamber of Commerce Board of Director Election
- G. Kimley-Horn Pavement Analysis

### 5. Reports

- A. Financial Report
- B. CEO/GM Report
- C. Board Committees
- D. Board of Directors: This portion of the meeting is reserved for board members to comment on items not on the agenda

## **6. Public Comment on Items Not on the Agenda**

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

## **7. Closed Session**

- A. Existing Litigation (Govt Code 54956.9): *Soest v MASP, Roth v. MASP, MASP v. Continuous Quality Electric, MASP v. Jeff Pontius*
- B. Potential Litigation (Govt Code 54956.9): two cases
- C. CEO Personnel Review

## **8. Closed Session Report**

### **Adjournment**

This Agenda was posted on September 29, 2017 by Jason.

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 [carrie@mojaveairport.com](mailto:carrie@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 SEPTEMBER 19, 2017**

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

The meeting was called to order on Tuesday, September 19, 2017, at 2:00 p.m. by Vice-President Deaver in the Board Room at Mojave Air and Space Port, Mojave, California.

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

**B. Roll Call:**

Directors present: Allred, Balentine, Deaver, and Parker

Directors absent: Evans

Others present: COO Himes, Director of Planning Wojtkiewicz, Director of Administration Rawlings, District Counsel Navé, and CEO Drees by phone

**C. Approval of Agenda:** Upon motion by Director Parker, seconded by Director Allred, the Board voted unanimously to approve the agenda.

### **2. COMMUNITY ANNOUNCEMENTS**

Cathy Hansen commented on Plane Crazy Saturday. John Joyce the Rosamond Chamber of Commerce parade.

### **3. CONSENT AGENDA**

Upon motion by Director Allred, seconded by Director Parker, the following Consent Agenda was unanimously approved.

**A. Minutes of the Regular Board Meeting on August 15, 2017**

**B. Minutes of the Special Board Meeting on August 15, 2017**

**C. Check Register dated September 14, 2017**

### **4. ACTION ITEMS**

**A. Scaled Composites Lease for Building 169 and Acreage**

**B. Scaled Composites Lease for Building 170 and Acreage**

The Board considered items 4.A. and 4.B. together. Upon motion by Director Balentine, seconded by Director Parker, the Board voted unanimously to approve the leases.

**C. Edison Easement for NE Tract 1069**

COO Himes presented the proposed SCE easement. Upon motion by Director Parker, seconded by Director Allred, the Board voted unanimously to approve the easement.

**D. Edison 3<sup>rd</sup> Party Authorization Consent**

COO Himes presented the SCE third party consent form regarding services by consultant GSW Integrated Services. Upon motion by Director Parker, seconded by Director Balentine, the Board voted unanimously to approve the consent.

**E. Belshaw Sidewalk Project**

COO Himes presented the Board with the bid information for the project. Upon motion by Director Parker, seconded by Director Allred, the Board voted unanimously to award the contract to Porter Construction in the amount of \$68,075.

**F. Health Insurance Policy**

COO Himes and Counsel Nave presented the resolution amending the amount of the District's contribution to employee health benefits. Upon motion by Director Balentine, seconded by Director Parker, the Board voted unanimously to approve the resolution.

**5. REPORTS**

**A. Financial Report.**

DOA Rawlings presented the July 2017 financial report.

**B. CEO/GM Report**

COO Himes presented the CEO report.

**C. Board Committees**

There were no reports.

**D. Board of Directors**

Director Deaver commented on the Chamber of Commerce meeting.

**6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

There were no public comments.

**7. CLOSED SESSION**

**A. Existing Litigation:** *Soest v. MASP and Roth v. MASP; MASP v. Continuous Quality Electric; MASP v. Pontius.*

**B. Potential Litigation: One case**

**C. Real Property Negotiations:**

1. The Spaceship Company - Building 155

**8. CLOSED SESSION REPORT**

Counsel and the Board discussed *Soest*, *Roth*, *CQE*, and *Pontius*; one case of potential litigation; and lease negotiations with TSC for building 155. No other items were discussed.

**ADJOURNMENT**

There being no further business to come before the Board, the chair adjourned the meeting at 3:05 p.m.

\_\_\_\_\_  
David Evans, President

ATTEST

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

Date: Friday, September 29, 2017  
 Time: 04:13PM  
 User: LCALICA

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 03-18 As of: 9/29/2017

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

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: EKAD</b>										
Acct / Sub:	101000		1200							
055987	CK	10/3/2017	2036 T&G Construction Services, Inc	03-18	038971	VO	090117	9/1/2017	0.00	71,466.00

Check Count: 1

Acct Sub Total: 71,466.00

Check Type	Count	Amount Paid
Regular	1	71,466.00
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>1</b>	<b>71,466.00</b>

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>71,466.00</b>
---------------------------	-------------	----------------------	------------------

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Kevin Wojtkiewicz, Director of Planning  
**SUBJECT:** Southern California Edison (SCE) Easement  
**MEETING DATE:** October 3, 2017

---

**Background:**

MASP extended water, power and fiber to the northeast side of the airport, which serves the rocket test site area. MASP granted SCE an easement for this extension. Virgin Orbit (VO) would like to extend power to test site 19 from MASP's extension. SCE is requesting an easement for this extension.

The easement is approximately 10 ft. wide and 40 ft. in length. It heads east until it reaches test site 19.

MASP recommends that the Board approve the SCE easement under the conditions below.

**Impacts:**

Fiscal: N/A (No Cost to District)

Environmental: N/A

Legal: Easement on land to extend power east to test site 19.

**Recommended Action:**

Approve the CEO to finalize the easement from SCE pending final engineer review.

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA  
**EDISON**

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR  
POMONA, CA 91768

Attn: Title and Valuation

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF  
EASEMENT**

<u>DOCUMENTARY TRANSFER TAX \$ NONE</u>		DISTRICT	SERVICE ORDER	SERIAL NO	MAP SIZE
VALUE AND CONSIDERATION LESS THAN \$100.00)		Tehachapi	TD1265733		
SCE Company		FIM 573-1959-0	APPROVED	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 428-010-04	REAL PROPERTIES DEPARTMENT	SLS/BT	09/15/2017

MOJAVE AIR AND SPACE PORT, a special district duly organized and existing under the laws of the State of California, formerly known as East Kern Airport District, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence, data and/or communications (eg. through fiber optic cable), in, on, over, under, across and along that certain real property in the County of Kern, State of California, described as follows:

TWO STRIPS OF LAND LYING WITHIN SECTION 3, TOWNSHIP 11 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN, THE CENTERLINES OF SAID STRIPS BEING DESCRIBED AS FOLLOWS:

STRIP #1 (10.00 FEET WIDE)

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE IN THE CENTERLINE OF STRIP #1 IN THAT CERTAIN GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED ON MARCH 22, 2013 AS DOCUMENT NO. 0213039735, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID CERTAIN COURSE IS DESCRIBED AS HAVING A BEARING AND LENGTH OF "NORTH 00°02'05" EAST 1455.00 FEET" IN SAID GRANT OF EASEMENT; THENCE ALONG SAID CERTAIN COURSE, NORTH 00°02'05" EAST 887.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID CERTAIN COURSE, NORTH 22°53'09" EAST 22.13 FEET; THENCE NORTH 67°38'04" EAST 9.58 FEET; THENCE SOUTH 89°57'55" EAST 12.55 FEET TO A POINT OF ENDING, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN SAID CERTAIN DOCUMENT NO. 0213039735.



STRIP #2 (16.00 FEET WIDE)

BEGINNING AT SAID POINT "A"; THENCE SOUTH 89°57'55" EAST 22.00 FEET TO A POINT OF ENDING.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR**

MOJAVE AIR AND SPACE PORT, a special district  
duly organized and existing under the laws of the State  
of California, formerly known as East Kern Airport  
District

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTEE**

SOUTHERN CALIFORNIA EDISON COMPANY, a  
corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



SCALE: 1"=2000'

5

# EXHIBIT "A"

SHEET 1 OF 2

2

**POR. SEC. 3  
T11N, R12W, S.B.M.  
KERN COUNTY**

SEE DETAIL  
SHEET 2

8

9

10

11

17

16

15

14

SCE EASEMENT	
DSE801646427	TD1265733
SLS/BT	09/15/17



SCALE: 1"=100'

N67°38'04"E  
9.58'

N22°53'09"E  
22.13'

TPOB  
STRIP #1

S89°57'55"E  
12.55'

S89°57'55"E  
22.00'

STRIP #2  
16' WIDE

PT. "A"

STRIP #1  
10' WIDE

↑

1455.00'

POR. SEC. 3  
T11N, R12W, S.B.M.  
KERN COUNTY


N00°02'05"E

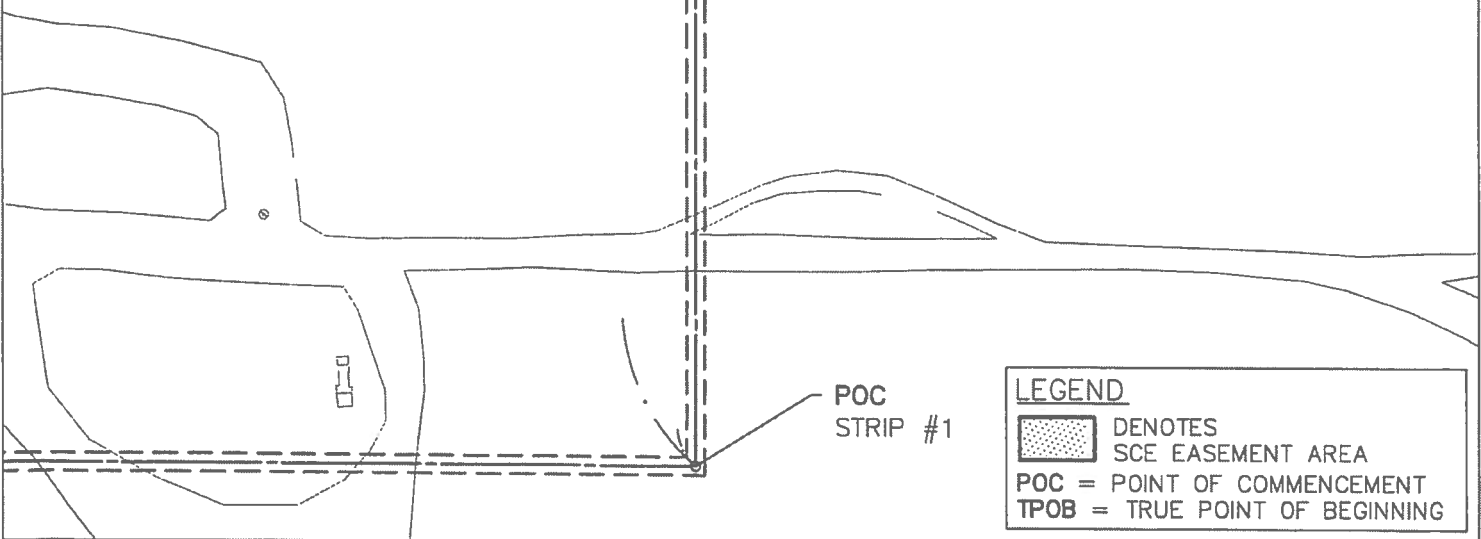
887.45'

10' WIDE (STRIP #1)  
PER GRANT OF EASEMENT TO  
SOUTHERN CALIFORNIA EDISON CO.  
DOC. #0213039735, O.R.  
REC. 03/22/2013  
KERN CO.

POC  
STRIP #1

**LEGEND**

-  DENOTES SCE EASEMENT AREA
- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING



# MOJAVE

AIR AND SPACE PORT

## STAFF MEMORANDUM

**TO:** Board of Directors  
**FROM:** Lynn Johansen  
**SUBJECT:** 3<sup>rd</sup> Amendment to Lease Test Site 19  
**MEETING DATE:** October 3, 2017

---

### **Background:**

MASP executed a lease with Virgin Galactic (VG) on November 1, 2015 for Test Site 19, which encompassed 1 acre of land. VG would like to amend this agreement to add 1,360 square feet, northwest of the existing site, for SCE to provide power to test site 19.

### **Impacts:**

**Fiscal:** \$34.00 additional revenue per month, new monthly rate \$2,564.33,  
Annual \$30,771.96

**Environmental:** N/A

**Legal:** N/A

### **Recommended Action:**

Staff recommends the board to give the CEO permission to finalize and sign the amendment on behalf of the board.

### 3<sup>rd</sup> AMENDMENT TO LEASE

**This 3<sup>rd</sup> AMENDMENT TO LEASE (Amendment)** dated as of August 27th, 2017, (“Effective Date”) is attached to and made a part of the written Lease Agreement dated November 1, 2015, for Test Site 19 (the “Test Site 19”) entered into by and between Mojave Air & Space Port (“Landlord”) and Virgin Galactic, LLC, a Delaware limited liability company (“Tenant”) for that certain property identified as Test Site 19 Lease.

The promises, covenants, agreements, and declarations made and set forth herein are intended to and shall have the same force and effect as if set forth at length in the body of the Test Site 19 Lease. To the extent that any terms or provisions of this Amendment are inconsistent with any terms or provisions of the Test Site 19 Lease, the terms and provisions of this Amendment shall prevail and control for all purposes. All capitalized terms used in this Amendment shall have the same meanings assigned to them in the Test Site 19 Lease, if any, unless otherwise specified in the Amendment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, notwithstanding anything to the contrary contained in the Test Site 19 Lease, Landlord and Tenant agree to amend the Test Site 19 Lease as follows:

**1. Amendment to Section 1.5, Rentable area.**

The Parties agree to modify Section 1.5 to read:

Rentable area: Approximately 102,573 square feet of acreage as detailed in Exhibit A-September 2017

**2. Amendment to Section 1.7, Rental.**

The Parties agree to modify Section 1.7 to read:

Rental: \$30,771.96 per Lease Term paid in monthly installments of \$2,564.33, including during Renewal Term. Rent shall be adjusted in accordance with Section 4.2.

**UNLESS OTHERWISE PROVIDED FOR IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE TEST SITE 19 LEASE SHALL REMAIN THE SAME, AND IN FULL FORCE AND EFFECT.**

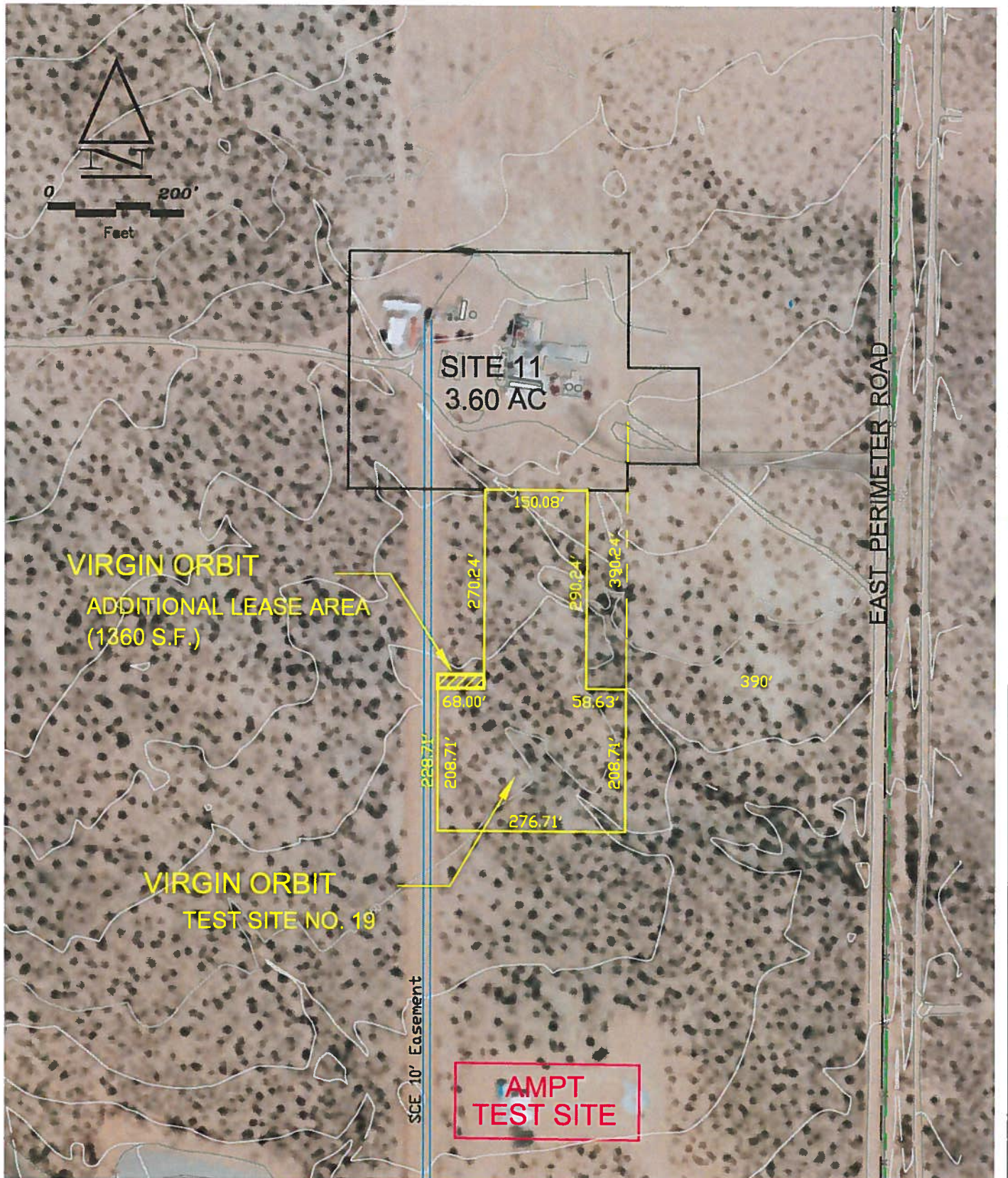
**IN WITNESS WHEREOF**, the parties hereto have executed this 3<sup>rd</sup> AMENDMENT TO Test Site 19 Lease as of the day and year first written above.

**TENANT:**  
**VIRGIN GALACTIC, LLC**

**LANDLORD:**  
**Mojave Air & Space Port**

By: \_\_\_\_\_  
George Whitesides, President & CEO

By \_\_\_\_\_  
Karina Drees, CEO



**MOJAVE AIR  
& SPACE PORT**  
 A CALIFORNIA SPECIAL DISTRICT  
 1434 FLIGHT LINE (861) 824-2433 TEL.  
 MOJAVE, CA 93501 (861) 824-2914 FAX



**AREA = 101,213 + 1360 SF = 102,573 SF**

**Virgin Orbit - Site No. 19 Lease**

**EXHIBIT "A" - September 2017**



**MOJAVE**  
**AIR AND SPACE PORT**

**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Lynn Johansen  
**SUBJECT:** Al Hansen – Hangar 971 Consent to Sublease  
**MEETING DATE:** October 3, 2017

---

**Background:**

Al Hansen, owner of T-Hangar 971 is requesting consent to Sublease his hangar to Gauntlet Aerospace. The lease expires in August 2034.

**Impacts:**

Fiscal: None  
Environmental: None  
Legal: None

**Recommended Action:**

Staff recommends approval of the Consent to Sublease.

## CONSENT TO SUBLEASE

This Consent to Sublease (“Consent”) is made by Mojave Air and Space Port (“Landlord”), Al Hansen (“Sub-Landlord”), and Gauntlet Aerospace (“Sub-Tenant”) as of September 18, 2017.

Whereas, Landlord and Sub-Landlord entered into that lease dated September 15, 1989 (the “Master Lease”), for Hangar 971 (the “Premises”); and

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

Now, therefore, the parties agree as follows.

**1. Consent to Sublease.** Landlord consents to the Sublease of the Premises between Sub-Landlord and Sub-Tenant, subject to the terms and conditions of this Consent.

**2. Scope and Conditions of Consent.** It is understood and agreed that:

- (a) Landlord does not consent to or approve of any term, provision, covenant, or condition in the Sublease, and Landlord will not be bound by the Sublease;
- (b) No rights will be granted to Sub-Tenant under the Sublease that are greater than those granted to Sub-Landlord under the Master Lease;
- (c) The Sublease will be subordinate to the Master Lease and this Landlord’s Consent; and
- (d) In the event of any conflict between the terms and provisions of the Master Lease or this Landlord’s Consent and the terms and provisions of the Sublease, the terms and provisions of the Master Lease or the Landlord’s Consent, as applicable, will prevail.

**3. Assumption of Sub-Landlord’s Obligations.** For the benefit of Landlord and Sub-Landlord, Sub-Tenant expressly assumes and agrees to perform and comply with every obligation of Sub-Landlord under the Master Lease applicable to the Sublease Premises, including, without limitation, Sub-Landlord’s obligation to indemnify Landlord pursuant to Section 9.4 of the Master Lease. Neither this assumption by Sub-Tenant, the Sublease, nor this Landlord’s Consent will release or discharge Sub-Landlord from any liability under the Master Lease, including, without limitation, the payment of rent and other amounts when due under the Master Lease, and Sub-Landlord will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions in the Master Lease to be performed and observed by Sub-Landlord. Sub-Landlord will not be released from any liability under the Master Lease because of Landlord’s failure to give notice of default under or in respect of any of the terms, covenants, conditions, provisions, or agreements by the Master Lease. Any breach or violation of any provision of the Master Lease by Sub-Landlord or Sub-Tenant, or both, constitutes a default by Sub-Landlord under the Master Lease. Landlord may proceed directly against Sub-Landlord without first exhausting Landlord’s remedies against Sub-Tenant, or Landlord may proceed directly against Sub-Tenant without exhausting Landlord’s remedies against Sub-Landlord.

**4. Obligations of Landlord.** Landlord will not be liable for any cost or obligation of any kind arising in connection with the Sublease, including, without limitation, brokerage commissions, improvements to the Sublease Premises, or the security deposit required to be made by Sub-Tenant under the Sublease. Sub-Landlord and Sub-Tenant jointly and severally agree to indemnify, protect, defend, and hold Landlord harmless from all claims, losses, liabilities, costs, and expenses (including attorney’s fees) that Landlord may incur as a result of any claim to pay any person or entity any commission, finder’s fee,

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

**5. Termination of Sublease.** On the effective date of the expiration of the term of the Master Lease, or Sub-Landlord's surrender of the Premises under the Master Lease to Landlord, the Sublease and its term will immediately terminate, and Sub-Tenant must vacate the Premises on or before the effective date of the termination. If Sub-Tenant fails to vacate the Premises, Landlord will be entitled to all of the rights and remedies available to a landlord against a tenant wrongfully holding over after expiration of the term of a lease without the Landlord's Consent, including, without limitation, the rights and remedies available to Landlord under the Master Lease. Landlord will not be liable to Sub-Landlord or Sub-Tenant for any claim or damage because of the termination.

**6. Continuation of Sublease.** Regardless of anything stated in Section 5 above, if the Master Lease expires or terminates for any reason during the term of the Sublease, or if the Sub-Landlord surrenders the Master Lease to Landlord during the term of the Sublease, Landlord has the option, on written notice delivered to Sub-Tenant not more than thirty (30) days after the effective date of the expiration, termination, or surrender, and without any additional or further agreement of any kind by Sub-Tenant, to elect to continue the Sublease with the same effect as if Landlord and Sub-Tenant had entered into a lease for that date and for a term equal to the then unexpired term of the Sublease, and on the same terms and conditions in the Sublease. In that event, Sub-Tenant will attorn to Landlord, and Landlord and Sub-Tenant will have the same rights, obligations, and remedies under the Sublease as were had by Sub-Landlord and Sub-Tenant. However, in no event will Landlord (a) be liable for any act or omission of Sub-Landlord, (b) be subject to any offsets or defenses that Sub-Tenant had or might have against Sub-Landlord, (c) be obligated to cure any default of Sub-Landlord that occurred prior to the time that Landlord succeeded to the interest of Sub-Landlord under the Sublease, (d) be bound by any payment of rent or other payment paid by Sub-Tenant to Sub-Landlord in advance of any periods reserved for that in the Sublease, (e) be bound by any modification or amendment of the Sublease made without the written consent of Landlord, or (f) be liable for the return of any security deposit not actually received by Landlord. Neither Landlord's election under this section nor its acceptance of any rent from Sub-Tenant will be deemed a waiver by Landlord of any provisions of the Master Lease and this Landlord's Consent.

**7. Compliance with Sublease.** If Landlord elects to continue the Sublease pursuant to Section 6, Sub-Tenant will observe and perform (a) each of the terms, covenants, and conditions of the Sublease that Landlord designates to be observed and performed, and (b) any other terms, covenants, and conditions to which the parties may agree.

**8. Insurance.** Sub-Tenant will either:

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

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

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

**10. No Consent to Alterations.** Sub-Landlord and Sub-Tenant acknowledge that:

- (a) Landlord's Consent is not a consent to any improvement or alteration work being performed in the Sublease Premises;
- (b) Landlord's Consent must be separately sought and will not necessarily be given with regard to alteration work being performed in the Sublease Premises; and
- (c) If consent is given it will be subject to Sub-Landlord's signing Landlord's standard form of Agreement with respect to work being performed by persons other than Landlord, unless otherwise agreed to in writing by Landlord.

**11. Character of Consent.** This Landlord Consent is not, and will not be, deemed or construed as, a consent to any future sublease, a consent to any other assignment, subletting, or other transfer, a consent to a sublease term beyond the term of the Master Lease, or a renewal or extension of the Sublease. This Landlord's Consent is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Master Lease, waive any breach of the Master Lease or any of the rights of Landlord, or enlarge or increase Landlord's obligations under the Master Lease.

**Landlord,  
Landlord, Mojave Air and Space Port**

By \_\_\_\_\_  
David Evans, President

**Attest**

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

**Sub-Landlord,  
Al Hansen**

By   
Al Hansen, Owner

**Sub-Tenant**

By   
Greg Morris, Owner

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors

**FROM:** Karina Drees

**SUBJECT:** Surplus Property

**MEETING DATE:** October 3, 2017

---

**Background:**

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

**Impacts:**

Fiscal: All proceeds of sale/disposal of property 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 Board of Directors hereby finds and declares the property identified in Exhibit A attached hereto, and incorporated herein by reference, (the "Surplus Property") to be surplus property and no longer suitable to 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 October 3, 2017.

\_\_\_\_\_  
David Evans, President

ATTEST:

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

(SEAL)

## Exhibit

Quantity	Year	Description	Status
1	1989	Mobil Sweeper - 9033	Failed
1	1989	Mobil Sweeper - 9011	Failed
1	1974	Mack Water Truck - 8119	Failed
1	N/A	John Deere Mower - Model 320	Failed
13	N/A	Alvarion Internet radios	Retired
5	N/A	Generic Camera Radios	Retired
9	N/A	Windsx Access Control Panels	Retired
5	N/A	Trailer Radar PC's	Retired
1	N/A	Windsx Server	Retired
1	N/A	Pelco camera server	Retired
1	N/A	Pelco storage Array	Retired
1	N/A	IBM PC	Failed
1	N/A	Compaq PC	Failed
11	N/A	Ruggedcom switches	Retired
2	N/A	Pelco CRT TV	Retired
1	N/A	Eclipse repeater wideband	Retired
1	N/A	17in Monitor	Failed
1	N/A	MacBook Pro 2007	Failed
1	N/A	Epsee NetBook	Retired

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Carrie Rawlings  
**SUBJECT:** Commercial Property Policy  
**MEETING DATE:** October 3, 2017

---

**Background:**

The District's Commercial Property Policy was up for renewal. The attached quote is provided by Shaw, Moses, Mendenhall and Associates for insurance through New Hampshire (AIG). Our premium has increased \$395.00 to \$76,592.

**Impacts:**

Fiscal: \$76,592 budgeted dollars

Environmental: None

Legal: None

**Recommended Action:**

Accept the proposal for Commercial Property Policy renewal through New Hampshire (AIG).



**SCHEDULE OF INSURANCE**

**FOR**

**MOJAVE AIR & SPACE PORT**

---

LISA- Account Rep.

D. MACGILLIVRAY

COMPANY POLICY NUMBER	DESCRIPTION	TERM	PREMIUM																						
NEW HAMPSHIRE (AIG) Policy No. LX067990901-2	<b><u>GENERAL LIABILITY</u></b>  LOCATION: Mojave Air & Space Port Mojave, CA 93501	10/01/2017 TO 10/01/2018	\$76,592  <b>Agency Billed</b>																						
A.M. Best Company Rating A XV	<table border="0"> <tr> <td>\$37,974,667</td> <td>Blanket Buildings</td> </tr> <tr> <td>\$482,000</td> <td>Business Personal Property (1434 Flightline- \$100,000) (17036 Finnin St- \$382,000)</td> </tr> <tr> <td>\$5,000</td> <td>Deductible- All Perils including Theft</td> </tr> <tr> <td>Included</td> <td>Equipment Breakdown</td> </tr> <tr> <td>Included</td> <td>Replacement Cost</td> </tr> <tr> <td>90%</td> <td>Co-Insurance</td> </tr> <tr> <td>Included</td> <td>Special Cause of Loss Including Theft</td> </tr> <tr> <td>\$988,279</td> <td>Scheduled Personal Property/Equipment</td> </tr> <tr> <td>Included</td> <td>Special Form</td> </tr> <tr> <td>\$1,000</td> <td>Deductible-Basic</td> </tr> <tr> <td>\$2,800,000</td> <td>Business (Rental) Income</td> </tr> </table>	\$37,974,667	Blanket Buildings	\$482,000	Business Personal Property (1434 Flightline- \$100,000) (17036 Finnin St- \$382,000)	\$5,000	Deductible- All Perils including Theft	Included	Equipment Breakdown	Included	Replacement Cost	90%	Co-Insurance	Included	Special Cause of Loss Including Theft	\$988,279	Scheduled Personal Property/Equipment	Included	Special Form	\$1,000	Deductible-Basic	\$2,800,000	Business (Rental) Income		
\$37,974,667	Blanket Buildings																								
\$482,000	Business Personal Property (1434 Flightline- \$100,000) (17036 Finnin St- \$382,000)																								
\$5,000	Deductible- All Perils including Theft																								
Included	Equipment Breakdown																								
Included	Replacement Cost																								
90%	Co-Insurance																								
Included	Special Cause of Loss Including Theft																								
\$988,279	Scheduled Personal Property/Equipment																								
Included	Special Form																								
\$1,000	Deductible-Basic																								
\$2,800,000	Business (Rental) Income																								

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

---

**SHAW, MOSES, MENDENHALL & ASSOCIATES  
INSURANCE AGENCY**

625 FAIR OAKS AVENUE, SUITE 158, SOUTH PASADENA, CA 91030

(626) 799-7813 Phone (626) 799-8784 Fax

License 0D94511

[www.smmainsurance.com](http://www.smmainsurance.com)



**AIR AND SPACE PORT**

**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Lynn Johansen  
**SUBJECT:** Mojave Chamber of Commerce Board of Directors Nomination  
**MEETING DATE:** October 3, 2017

---

**Background:**

We are current members of Mojave Chamber of Commerce and they have requested a nomination from Mojave Air & Space Port by November 6, 2017. Three Director positions are open for election. Four Chamber members have been nominated to fill the open position:

Doug Clipperton, Retired  
Heather Benes, Mojave Movement Arts  
Victor Yaw, Government EAFB  
Denise Talvitie, Golden Queen Mining Co.

**Impacts:**

Fiscal: None

Environmental: None

Legal: None

**Recommended Action:**

Board to discuss and determine if/who should be nominated for a three year term for Mojave Chamber of Commerce Board.



## Mojave Chamber of Commerce

P. O. Box 935

Mojave, Ca 93502

661 824-2481

September 2017

### Chamber Member

It's time to cast your vote for Mojave Chamber of Commerce Directors for the next year.

The newly elected Directors will hold a term of office for the next three years.

The current Chamber of Commerce Board of Directors and their term of office to expire are as follows:

KEN MANN	2017
HEATHER BENES	2017
DOUG CLIPPERTON	2017
ERMA MARTIN	2018
BILL DEAVER	2018
MAYSHA DAWSON	2018
CATHERINE MIJARES	2019
TED HODGKINSON	2019
CATHY HANSEN	2019

### OUTGOING DIRECTORS ARE:

KEN MANN  
HEATHER BENES  
DOUG CLIPPERTON

The following Chamber members have been nominated to fill the open Directors positions.

DOUG CLIPPERTON	Retired
HEATHER BENES	Mojave Movement Arts
VICTOR YAW	Government EAFB
DENISE TALVITIE	Golden Queen Mining Co

Please return your attached ballot by **MONDAY NOVEMBER 6<sup>TH</sup>** in the enclosed self addressed envelope.

**Vote for no more than three (3) nominees and only one (1) vote per nominee. Any ballot that does not follow the above guidelines will be deemed void and not counted.**

## **MOJAVE CHAMBER OF COMMERCE OFFICIAL BALLOT**

**Please cast your vote for no more than three (3) of the following nominees you would like to see represent your Mojave Chamber of Commerce.**

**DOUG CLIPPERTON**

**HEATHER BENES**

**VICTOR YAW**

**DENISE TALVITIE**

**WRITE IN VOTE** \_\_\_\_\_

**MOJAVE**  
**AIR AND SPACE PORT**  
**STAFF MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Karina Drees, GM  
**SUBJECT:** Kimley-Horn Consulting agreement  
**MEETING DATE:** October 3, 2017

---

**Background:**

The Board approved a \$25,000 expense for Kimley-Horn to conduct pavement analysis for the District. We previously hired another firm to collect some core samples and have reviewed the results with Kimley-Horn. We met to discuss their findings and determined additional data is needed to complete the research and identify pavement improvement needs.

Most of the airport's pavement has not been improved in more than 20 years. This detailed information is needed before we approach the FAA with a grant request to improve runways and taxiways.

The pavement analysis project has been a significant undertaking. Staff has enjoyed working with Kimley-Horn on a variety of topics and has a strong preference to continue the pavement effort with them to complete the analysis timely. Starting over with a new consultant will continue to delay the project.

**Impacts:**

Fiscal: \$43,250 budgeted dollars  
Environmental: None  
Legal: None

**Recommended Action:**

Approve the proposal from Kimley-Horn for \$43,250.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**RUNWAY 12/30 AND TAXIWAY C STRUCTURAL EVALUATION**

**Task 1 – Conduct Non-Destructive Testing (NDT).** The Consultant will conduct NDT testing on Runway 12/30, Taxiway J (from Taxiway A to Runway 12/30), Taxiway A connector at the approach end of Runway 12, and the full-length of Taxiway C (optional). Specific details of the NDT testing including proposed testing patters are provided in the Pavement Technical Solutions, Inc. (PTS) Scope of Work provided in **Exhibit B**.

**Schedule:** Following Notice to Proceed (NTP), this task will be completed within 3 weeks but is subject to equipment availability. The Consultant will coordinate with MHV to a mutually agreed upon schedule.

**Task 2 – Geotechnical Investigation.** The Consultant will conduct a geotechnical investigation plan consisting of up to 15 pavement cores to the depth of subgrade to document pavement thickness and composition. It is anticipated that 10 of the pavement cores will be located on Runway 12/30 and connecting taxiways with the remaining 5 being located on Taxiway C. The pavement cores will be documented with photos depicting the individual layer thicknesses.

**Schedule:** This task is expected to be completed within 3 weeks of NTP.

**Task 3 – Structural Pavement Analysis.** The Consultant will analyze four key elements as part of the structural pavement analysis; 1) the impulse stiffness modulus (overall strength profile of the runway and taxiway pavements) 2) backcalculation of pavement layer strengths, specifically the in-situ subgrade support conditions 3) Pavement Classification Number (PCN) determination 4) and the development of the theoretical structural remaining life. The Consultant will perform structural computations on Runway 12/30 and connecting taxiways in addition to Taxiway C to evaluate the structural capacity of the pavement sections in terms of PCN and estimated structural life utilizing the traffic scenarios developed during prior analysis. Analysis results will determine whether pavement rehabilitation, strengthening, or maintenance will be required to support the traffic scenarios developed previously. In essence, it will determine what, if any, consequences can be expected if aircraft continue to operate on the existing pavement without first strengthening or applying other rehabilitation alternatives.

**Schedule:** This task is expected to be completed within 5 weeks of NTP.

**Task 4 – Development of Rehabilitation Alternatives.** If it is determined that the existing pavement structure is deficient to accommodate the current and projected fleet mix the Consultant will develop recommended rehabilitation alternatives. These alternatives could include complete reconstruction or a structural overlay. These alternatives will be developed based on the traffic scenarios developed during prior analysis.

**Schedule:** This task is expected to be completed within 7 weeks of NTP.

**Task 5 – Summary Memorandum.** As soon as the results are known, the Consultant will brief the client on the findings. A summary memorandum will be developed that will present the results of the pavement analysis and development of rehabilitation alternatives for Runway 12/30 to accommodate the anticipated operations of the Stratolaunch vehicle and Boeing 747-400. The memorandum will be presented in a format that is easy to understand and presents the results and recommendations in a way that the Client can use to support necessary funding needs.

Schedule: This task will be completed within 8 weeks of NTP.

Deliverable: Summary Memorandum (pdf format)

**Information Provided by the Client:**

The Client shall provide any requested documentation requested by the Consultant within 3 business days. The Consultant will rely upon the accuracy and completeness of the technical data provided by the Client or by others whom the Consultant is not responsible.

**Fee:** Kimley-Horn will perform the services in the above tasks for the lump sum fees identified in the table below.

Task / Option	Fee
Task 1 – Runway 12/30, Non-Destructive Testing and Structural Analysis	\$35,000
Task 2 – Geotechnical Investigation	\$4,750
Task 3 – Taxiway C, Non-Destructive Testing and Structural Analysis	\$3,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Closure**

We appreciate the opportunity to provide these services to you.

Very truly yours,  
*Kimley-Horn and Associates, Inc.*



Brian Gulliver, PE (CO, MN)

**Mojave Air & Space Port  
Treasurer's Report  
For the month ended August 31, 2017**

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
<b>Beginning Balance</b>	<b>\$ 1,835,223.38</b>	<b>\$ 2,268,688.18</b>	<b>\$ 4,901,416.90</b>	<b>\$ 9,365,862.55</b>
Receipts:				
Operating Revenues	616,570.05	-	-	616,570.05
Interest Income	78.57	154.44	-	233.01
Tax Proceeds	-	5,960.67	-	5,960.67
<b>Total Receipts</b>	<b>616,648.62</b>	<b>6,115.11</b>	<b>-</b>	<b>622,763.73</b>
Expenditures:				
Operating Expenses	(619,980.15)	-	-	(619,980.15)
Project Expenses	-	-	-	-
<b>Total Expenditures</b>	<b>(619,980.15)</b>	<b>-</b>	<b>-</b>	<b>(619,980.15)</b>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
<b>Total Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Balance</b>	<b>\$ 1,831,891.85</b>	<b>\$ 2,274,803.29</b>	<b>\$ 4,901,416.90</b>	<b>\$ 9,368,646.13</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

### Customers Over 90 Days Past Due

Customer Name	1-30 Days	31-60 Days	61-90 Days	90+ Days	TOTAL	Comments
Continuous Quality Industrial	174.44	172.85	170.75	1,600.28	2,118.32	Sent Statements - working with legal
Nancy Keller	573.26	567.67	558.11	1,388.52	3,087.56	Sent Notice to Terminate - working with legal
REM	2,149.95	0.00	1,799.92	16,913.69	20,863.56	Last Payment received 9/27/2017= \$4K
XCOR	9,767.69	10,665.75	10,665.75	11,170.69	42,269.88	Working with tenant on payment arrangements-rec'd payment 9/15
<b>TOTALS</b>	<b>12,665.34</b>	<b>11,406.27</b>	<b>13,194.53</b>	<b>31,073.18</b>	<b>68,339.32</b>	

## Mojave Air & Space Port Fuel Inventory Report

August 2017

JET A		
Beginning Inventory	79,431	
Gallons Delivered		
Gallons Purchased	55,159	
Defuels	-	
Total Gallons Delivered	55,159	
Gallons Pumped		
Gallons Sold	52,706	
Refuels	-	
Tank farm/Line truck sumps	60	
Delivery Samples	40	
Total Gallons Pumped	52,806	
Ending Inventory	81,784	
Physical Check	79,431	
Inventory Value at	2.19	<b>\$173,953.89</b>

AVGAS		
Beginning Inventory	7,588	
Gallons Delivered		
Gallons Purchased	8,918	
Gallons Pumped		
Gallons Sold	3,294	
Tank farm/Line truck sumps	5	
Delivery Samples	10	
Total Gallons Pumped	3,309	
Ending Inventory	13,197	
Physical Check	13,308	
Inventory Value at	4.19	<b>\$55,760.52</b>

LUBRICANTS		
Beginning Inventory	326	
Quarts Purchased	0	
Quarts Sold	12	
Ending Inventory	314	
Physical Check	314	
Aeroshell 100; 100W; 15/50 Multi		
88 @ \$5.62; 109 @ \$6.02; 117 @ \$6.68		<b>\$1,932.30</b>

PRIST		
Beginning Inventory	117	
Cans Purchased	0	
Cans Sold	0	
Ending Inventory	117	
Physical Check - Cans	117	
Physical Check - Bulk	8.7	
117 CANS @ \$7.40; 7.8 (5) Gallons @ 120.15		<b>\$1,911.11</b>

UNLEADED FUEL		
Beginning Inventory	593.0	
Gallons Purchased	350.0	
Gallons Used	275.0	
Ending Inventory	668.0	
Physical Check	665.0	
Inventory Value at	\$2.84	<b>\$1,890.57</b>

DIESEL FUEL		
Beginning Inventory	738.0	
Gallons Purchased	523.0	
Gallons Used	663.0	
Ending Inventory	598.0	
Physical Check	624.0	
Inventory Value at	\$2.50	<b>\$1,562.31</b>

**August 2017 Fuel Inventory                      \$237,010.70**

**August Gallons Sold                      56,000**  
**Year to Date                                      102,204**

# MOJAVE

## AIR AND SPACE PORT

### CEO REPORT

**TO:** MASP Board of Directors  
**FROM:** John Himes  
**MEETING DATE:** October 3, 2017

---

#### Updates

- I attended the CSF meetings in Tucson September 18-20 and have been elected to the Executive Committee as Treasurer for the next year.
- SETP hosted a successful conference in Anaheim with several of our customers and Board members in attendance.
- Runway 12/30 is in dire need of rubber removal and centerline re-painting due to rubber build-up and paint obscuration. We anticipate scheduling the maintenance work within the next two months. We will collect bids for the work and expect the total cost to fall around \$250,000.
- We have begun the process of inspecting landside tenant areas for administration code, lease, and National Fire Protection (NFPA)/California Code of Regulations (CCR) compliance. Formal letters, mailed and hand delivered, to tenants include policy violations and recommended compliance solutions.
- We have made recent strides in marketing MASP as a periodic training destination for U.S. Army, U.S. Navy, and U.S. Air Force air and ground forces. Over the past six months, we have hosted various units and signed a one year land use agreement with Fort Irwin.
- The financial policy is attached for your review. This is the latest addition to our revised administrative code. We expect to bring this back to the Board as an action item October 17.

#### Authorized Payments

Check Register dated: September 29, 2017 - \$102,425.80, EFT's - \$188,760.45, Total \$291,186.25

**POLICY 500  
FINANCES AND INVESTMENTS**

**Article I. Revenue**

**5-1.01 Fees.**

(a) The Board of Directors authorizes the imposition of legally permissible fees for goods, services, and occupancy it provides to District facility users. The General Manager shall establish a schedule of fees that complies with relevant laws and maximizes revenue when considering the cost of the goods and services provided and the market conditions under which they are provided.

- (b) In general, fees shall be assessed for, but are not limited to:
- (i) Sales of goods:
    - A. Fuel sales
    - B. Lubricant sales
    - C. Gift shop sales
  - (ii) Services:
    - A. Fueling and defueling services or facilities
    - B. Tower operation services
    - C. Fire protection and fighting services
    - D. Security services
    - E. Engineering and technical services
    - F. Maintenance services
    - G. Equipment use and rental
  - (iii) Use of facility rents and leases for buildings and grounds including:
    - A. Improved and unimproved land
    - B. Tie-downs
    - C. Hangars
    - D. Buildings
    - E. Rooms
  - (iv) Delinquent accounts

**Article II. Budget**

**5-2.01 Adoption of Budget.**

(a) The Board of Directors shall adopt a budget to guide administrative decisions and actions throughout the year and serve as a tool for monitoring the fiscal health of the District.

(b) The District budget shall show a complete plan and statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914.

(c) The Board shall annually establish budget priorities based on identified District

needs and goals, and on realistic projections of available funds. Requested amendments to the budget may be presented by the General Manager periodically throughout the fiscal year.

(d) The General Manager or designee shall oversee the preparation of a proposed District budget for approval by the Board, and shall involve appropriate staff in the development of budget projections.

(e) The Board may establish budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, and any other factors necessary to ensure the budget is a realistic plan for District revenues and expenditures.

#### **5-2.02 Fund Balance.**

(a) The District shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

(i) Non-spendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.

(ii) Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.

(iii) Committed fund balance includes amounts constrained to specific purposes by the Board. For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

(iv) Assigned fund balance includes amounts which the Board intends to use for a specific purpose. The Board delegates authority to assign funds to the appropriate fund balance to the General Manager or designee and authorizes the assignment of such funds to be made anytime prior to the issuance of the financial statements.

(b) Unassigned fund balance includes amounts that are available for any purpose. When multiple types of funds are available for an expenditure, the District shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

(c) To protect the District against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board intends to maintain a minimum unassigned fund balance which includes a reserve for economic uncertainties equal to at least two months of General Fund operating expenditures, or 17 percent of General Fund expenditures and other financing uses. If the unassigned fund balance falls below this level due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

## **Article III. Accounts**

### **5-3.01 System of Accounts.**

The General Manager or designee shall maintain sufficient books and records to accurately reflect the financial condition of the District in accordance with Generally Accepted Accounting Procedures and Governmental Generally Accepted Accounting Principles and shall consult with the District's independent auditor to determine whether the books and records are adequate to meet the requirements of applicable law.

### **5-3.02 Accounting Funds.**

The following accounting funds are established for the purposes set forth herein:

(a) General Fund: For purposes not set forth in the remaining funds, including the special crash, fire and rescue account for the acquisition and maintenance of crash fire and rescue vehicles and equipment.

(b) Capital Project Fund(s): To account for major grants (other than State Aviation Fund grants) received for airport improvements which are if required to be placed into a special accounting fund.

(d) Other: Such other accounts as may be necessary and appropriate.

## **Article IV. Purchases and Payments**

### **5-4.01 Procedures.**

The General Manager or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls, and that ensure the District receives maximum value for items purchased. The General Manager shall ensure that records of expenditures and purchases are maintained in accordance with law.

### **5-4.02 General Manager Purchases.**

(a) The General Manager or designee may purchase supplies, materials, apparatus, equipment, and services up to \$25,000.

(b) The General Manager or designee may authorize a purchase which exceeds the budget allowance for a specific account only if sufficient funds to cover the purchase are available for transfer within other unexpended account budgets.

(c) The Board shall review all transactions entered into by the General Manager or designee under Section 5-4.02.(a) at the next regular Board meeting.

### **5-4.03 Payments for Goods and Services.**

(a) The General Manager or designee shall ensure purchasing, receiving, and payment

functions are kept separate. The General Manager or designee shall also ensure invoices are paid expeditiously so the District may, to the extent possible, take advantage of available discounts and avoid finance charges.

(b) The General Manager or designee shall ensure checks have appropriate documentary support verifying all goods and services to be paid for have been delivered or rendered in accordance with the purchase agreement.

**5-4.04 Check Disbursements Limits.**

(a) Checks of \$25,000 or less may be issued without pre-approval by the Board, and shall be signed by any combination of two of the following authorized signatories:

- A Board member
- The General Manager
- An Interim/Acting General Manager
- The Director of Administration

(b) Check disbursements greater than \$25,000 shall be approved by the Board prior to issuance, and shall be signed by two Board members.

(c) The General Manager may delegate authority for purchases with credit cards for limited purposes, such as travel expenses. Employees purchasing with credit cards shall obtain documentation evidencing the date, vendor name, item description, and amount of the purchase.

**Article V. Investments**

**5-5.01 Investment Accounts.**

(a) The Treasurer may invest surplus monies of the District without first securing further Board approval in the following types of investments:

- (i) Local Agency Investment Fund of the State of California.
- (ii) Time certificates of deposits issued by a nationally or state chartered bank or a state or federal association located within the State of California if secured by federal insurance or approved collateral at the required percentage of market value.
- (iii) United States treasury notes, bonds, bills, or certificates of indebtedness or those for which the full faith and credit of the United States are pledged for payment of principal and interest.

(b) The Board may authorize the Treasurer to invest surplus monies of the District in the following additional types of investment:

- (i) Bonds issued by the District.
- (ii) Registered state warrants or treasury notes of the State of California or by a department board, agency or authority of the State.
- (ii) Bonds, notes, warrants for other evidences of indebtedness of any local agency within this state.
- (iv) Obligations issued by banks or cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or in obligations, participation or other instruments of or



issued by or fully guaranteed as to principal and interest by the Federal National Mortgage Association; or in guaranteed portions of Small Business Administration notes; or in obligations, participation or other instruments of, or issued by a federal agency, or a United States Government sponsored enterprise.

(v) Repurchase agreements of any securities authorized by this resolution.

(vi) Time certificates of deposit issued by a nationally or state chartered bank or a state or federal association located outside of the State of California if secured by federal insurance.

(c) No investment shall be purchased:

(i) On margin;

(ii) "Forward" or "in the future";

(iii) Which are based upon foreign currency;

(iv) Which are shares of a beneficial interest that are issued by diversified management companies as described in Government Code Section 53601(1).

(v) Which are inverse floaters, range notes, interest only strips derived from a pool of mortgages or any security resulting in zero interest if held to maturity.

(d) Investments may be short-term or long-term in nature. Long-term investments are those which comply with the requirements of Government Code Sections 53601 et seq. and with a maturity date greater than five (5) years from the date of purchase. No long-term investment shall be made unless the Board has granted express authority to make that investment either specifically or as a part of an investment program no less than three months prior to the investment purchase date.

#### **5-5.02 Investment Procedure.**

(a) In making the above investments the District shall observe the limitations contained in Government Code, including Section 53601, and stated in this code.

(b) The Treasurer is responsible for selection the proper mix of investments. The primary investment goal of the District is to safeguard the principal of the fund. The secondary investment goal is to meet liquidity needs of the District. The third investment goal is to achieve return on investment.

(c) When deposits or investments owned by the District mature or when other cash is available for investment or deposit, the cash may be deposited or invested in the Local Agency Investment Fund or other permitted investments.

(d) All investments shall be held in the name of the District. All investment documents shall be held for safekeeping in the District vault or in depository approved by the Board. The Board shall, from time to time, execute such documents as are necessary to provide evidence of the Treasurer's trading authority as set forth in this resolution.

#### **5-5.03 Reports.**

(a) The Treasurer, General Manager or designee shall present quarterly reports on investments to the General Manager and Board of Directors. The report shall show: the type of

investment; date of investment; how title is held; institution; date of maturity; par value; amount of each investment; current market value for all securities with a maturity of more than 12 months; rate of interest; confirmation that each investment is consistent with this investment policy; information showing expenditure requirements can be met in the following quarter and specify which investments were made pursuant to Government Code Section 53601(i), 53601.1 and 53635(i). For money managed by LAIF, a county investment pool or placed in FDIC insured accounts, the Treasurer may use the statement from these institutions in lieu of separate report.

**5-5.04 Review.**

(a) The General Manager, Treasurer, and District Counsel (hereinafter collectively "investment review committee") shall review all investments held by the District semi-annually on or about January 1 and July 1 of each year.

(b) This investment policy shall be reviewed annually or more often, as necessary. The Treasurer shall annually recommend a statement of investment policy. The Board shall consider the Treasurer's recommendation at a public meeting.

**Article VI. Fixed Assets**

**5-6.01 Fixed Assets.**

(a) The Mojave Air and Space Port General Manager or designee will maintain records of fixed asset acquisition that will:

- (i) Enable reporting of fixed assets and accumulated depreciation in conformity with generally accepted accounting principles.
- (ii) Enable administrators to account for and control all assets under their care.
- (iii) Assist administrators in planning and providing proper equipment for operations by furnishing such data as useful life, location, and condition.
- (iv) Aid administrators in determining insurable values and in securing insurance appraisals.
- (v) Aid administrators in substantiating loss in the event of fire, theft, or other catastrophe.
- (vi) Encourage employees and others to better discharge their responsibilities in the care and use of the district's equipment.

(b) The General Manager or designee shall establish procedures for managing fixed assets that satisfy the objectives of this policy. The General Manager shall establish capital and accounting thresholds that define those assets that are considered "capital" for depreciation purposes and "noncapital" for accounting control purposes.

**5-6.02 Disposal.**

Fixed assets that no longer have operational value due to obsolescence, lack of need, excess maintenance cost, damage, or loss may be disposed of with Board approval in conformity with requirements of law. Gain or loss on the disposition will be recorded in conformity with generally accepted accounting procedures.

Date: Friday, September 29, 2017  
 Time: 03:57PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 03-18 As of: 9/29/2017

Page: 1 of 4  
 Report: 03630.rpt  
 Company: EKAD

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: EKAD</b>										
Acct / Sub:	101000		1200							
055958	CK	9/29/2017	0184 Gaunce~Daniel	03-18	038969	VO	TRAVEL/REIMBURS	9/13/2017	0.00	68.65
055959	CK	9/29/2017	0198 BHK	03-18	038992	VO	101618	8/31/2017	0.00	510.00
055960	CK	9/29/2017	0215 Allied Universal Security Servic	03-18	038987	VO	7266209	8/31/2017	0.00	237.42
055960	CK	9/29/2017	0215 Allied Universal Security Servic	03-18	038988	VO	7266208	8/31/2017	0.00	5,866.22
055961	CK	9/29/2017	0234 Banyan	03-18	038989	VO	1628885	8/14/2017	0.00	<b>6,103.64</b> 116.04
055962	CK	9/29/2017	0284 Michael L. Brouse	03-18	038968	VO	SEPT 5-25,17	9/25/2017	0.00	2,725.00
055963	CK	9/29/2017	0287 Brown Armstrong Accountancy	03-18	038993	VO	239315	8/27/2017	0.00	8,825.76
055964	CK	9/29/2017	0348 Clancy JG International	03-18	038998	VO	1015172	8/31/2017	0.00	20,227.83
055965	CK	9/29/2017	0518 Elevation Corp. Health, LLC	03-18	038996	VO	5607	8/31/2017	0.00	11,595.41
055966	CK	9/29/2017	1180 Krazan & Associates	03-18	038986	VO	0127788-22389	7/12/2017	0.00	17,720.00
055967	CK	9/29/2017	1254 Lincoln Nat'l Life Ins. Co.	03-18	038984	VO	3530068041/1017	9/8/2017	0.00	655.76
055968	CK	9/29/2017	1375 Mojave Sanitation	03-18	038999	VO	3022121/0817	8/31/2017	0.00	545.17
055968	CK	9/29/2017	1375 Mojave Sanitation	03-18	039000	VO	3022290/0817	8/31/2017	0.00	147.54
055969	CK	9/29/2017	1407 Nave & Cortell, LLP	03-18	038957	VO	20501	9/1/2017	0.00	<b>692.71</b> 8,358.50

Date: Friday, September 29, 2017  
 Time: 03:57PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 03-18 As of: 9/29/2017

Page: 2 of 4  
 Report: 03630.rpt  
 Company: EKAD

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
055970	CK	9/29/2017	1694 PyroLance	03-18	038943	VO	161132	8/14/2017	0.00	1,641.00
055971	CK	9/29/2017	1880 David Russell	03-18	038953	VO	07-17/GEN CONST	7/31/2017	0.00	4,634.00
055971	CK	9/29/2017	1880 David Russell	03-18	038958	VO	08-17/GEN CONST	8/31/2017	0.00	8,974.00
									<b>Check Total</b>	<b>13,608.00</b>
055972	CK	9/29/2017	1886 Robertson's	03-18	038994	VO	66868	8/30/2017	0.00	476.29
055973	CK	9/29/2017	1952 So. Calif. Edison	03-18	038995	VO	2340063106/SEP	9/19/2017	0.00	3,182.29
055974	CK	9/29/2017	2018 Mar-Co Equipment Company	03-18	038997	VO	145738	8/31/2017	0.00	71.95
055975	CK	9/29/2017	2136 UNUM LIFE INSURANCE	03-18	038985	VO	0558036001/1017	9/11/2017	0.00	1,730.69
055976	CK	9/29/2017	3003 Johansen, Lennora	03-18	038955	VO	072617	7/26/2017	0.00	200.00
055976	CK	9/29/2017	3003 Johansen, Lennora	03-18	038962	VO	01023444/082817	8/28/2017	0.00	200.00
									<b>Check Total</b>	<b>400.00</b>
055977	CK	9/29/2017	3012 Fauble~Richard	03-18	038974	VO	7940/91417	9/14/2017	0.00	482.00
055978	CK	9/29/2017	3013 Quelet, Karina	03-18	038976	VO	9681/090717	9/7/2017	0.00	280.00
055979	CK	9/29/2017	3015 John Himes	03-18	038954	VO	120713	7/31/2017	0.00	333.34
055979	CK	9/29/2017	3015 John Himes	03-18	038959	VO	1259273/082817	8/28/2017	0.00	166.67
									<b>Check Total</b>	<b>500.01</b>
055980	CK	9/29/2017	3020 Burch~Loren W.	03-18	038972	VO	06312C	9/5/2017	0.00	65.53
055980	CK	9/29/2017	3020 Burch~Loren W.	03-18	038973	VO	07918C	9/8/2017	0.00	400.00

Date: Friday, September 29, 2017  
 Time: 03:57PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 03-18 As of: 9/29/2017

Page: 3 of 4  
 Report: 03630.rpt  
 Company: EKAD

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						
<b>Check Total</b>											<b>465.53</b>
055981	CK	9/29/2017	3030 Valenzuela, Sonia	03-18		038956	VO	01005658/7/27	7/27/2017	0.00	103.00
055981	CK	9/29/2017	3030 Valenzuela, Sonia	03-18		038966	VO	5130656	8/29/2017	0.00	129.00
055981	CK	9/29/2017	3030 Valenzuela, Sonia	03-18		038979	VO	15538309	9/26/2017	0.00	250.00
055981	CK	9/29/2017	3030 Valenzuela, Sonia	03-18		039002	VO	01005658/082817	9/29/2017	0.00	103.00
<b>Check Total</b>											<b>585.00</b>
055982	CK	9/29/2017	3200 Timothy Mallon	03-18		039001	VO	636042/092517	9/25/2017	0.00	66.00
055983	CK	9/29/2017	3310 Jaworski~Timothy	03-18		038960	VO	50063518/081517	8/15/2017	0.00	128.13
055983	CK	9/29/2017	3310 Jaworski~Timothy	03-18		038961	VO	38580/081617	8/16/2017	0.00	303.33
055983	CK	9/29/2017	3310 Jaworski~Timothy	03-18		038981	VO	53362/0802117	8/21/2017	0.00	52.08
<b>Check Total</b>											<b>483.54</b>
055984	CK	9/29/2017	3864 Rawlings~Carrie	03-18		038977	VO	19720/0917	9/12/2017	0.00	122.20
055985	CK	9/29/2017	4008 Jones, DDS~Michael B.	03-18		038963	VO	71049/8/31/17	8/31/2017	0.00	302.00
055985	CK	9/29/2017	4008 Jones, DDS~Michael B.	03-18		038964	VO	71048/083117	8/31/2017	0.00	270.00
<b>Check Total</b>											<b>572.00</b>
055986	CK	9/29/2017	4093 Boyd F. Young, O.D.	03-18		038967	VO	19867/081617	8/16/2017	0.00	160.00

Date: Friday, September 29, 2017  
 Time: 03:57PM  
 User: CPANKO

**Mojave Air & Space Port**  
**Check Register - Standard**  
 Period: 03-18 As of: 9/29/2017

Page: 4 of 4  
 Report: 03630.rpt  
 Company: EKAD

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:		29							Acct Sub Total:		102,425.80
				<b>Check Type</b>	<b>Count</b>	<b>Amount Paid</b>					
				Regular	29	102,425.80					
				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>29</b>	<b>102,425.80</b>					
						<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>102,425.80</b>		

## EFT'S Sept. 12 - 28-2017

Posted Date	Serial Number	Description	Amount
9/13/2017	0	ACH PMT AMEX EPAYMENT 0005000008 09/13/17 TRACE #-09100001297920	4,868.65
9/13/2017	0	ACH PMT AMEX EPAYMENT 0005000008 09/13/17 TRACE #-09100001297882	6,343.23
9/13/2017	0	EFTTransfe AVFUEL3252 9382073252 09/13/17 TRACE #-07200009511236	26,239.38
9/14/2017	0	WIRE TRANSFER FEE	15.00
9/14/2017	0	EFTTransfe AVFUEL3252 9382073252 09/14/17 TRACE #-07200009613945	16,686.46
9/15/2017	0	HRS PMT PAYCHEX-HRS 2555124166 09/15/17 TRACE #-02100002167058	168.00
9/15/2017	0	EFTTransfe AVFUEL3252 9382073252 09/15/17 TRACE #-07200009715603	16,972.64
9/20/2017	0	WIRE TRANSFER FEE	15.00
9/21/2017	0	WIRE TRANSFER FEE	15.00
9/21/2017	0	3100 CALPERS 1946207465 09/21/17 TRACE #-12200049893691	1,631.34
9/21/2017	0	3100 CALPERS 1946207465 09/21/17 TRACE #-12200049893692	2,263.36
9/21/2017	0	3100 CALPERS 1946207465 09/21/17 TRACE #-12200049893692	6,504.11
9/21/2017	0	EFTTransfe AVFUEL3252 9382073252 09/21/17 TRACE #-07200009150335	17,960.69
9/22/2017	0	INVESTMENT BFDS 943111333 09/22/17 TRACE #-01100002690487	270.15
9/22/2017	0	INVESTMENT BFDS 943111333 09/22/17 TRACE #-01100002690487	842.30
9/22/2017	0	3100 CALPERS 1946207465 09/22/17 TRACE #-12200049997179	1,631.34
9/22/2017	0	3100 CALPERS 1946207465 09/22/17 TRACE #-12200049997237	1,631.34
9/22/2017	0	3100 CALPERS 1946207465 09/22/17 TRACE #-12200049997179	2,275.80
9/22/2017	0	3100 CALPERS 1946207465 09/22/17 TRACE #-12200049997238	2,309.13
9/22/2017	0	3100 CALPERS 1946207465 09/22/17 TRACE #-12200049997179	6,504.11
9/22/2017	0	3100 CALPERS 1946207465 09/22/17 TRACE #-12200049997238	6,504.11
9/25/2017	0	INVESTMENT BFDS 943111333 09/25/17 TRACE #-01100002832981	270.15
9/25/2017	0	INVESTMENT BFDS 943111333 09/25/17 TRACE #-01100002832981	270.15
9/25/2017	0	INVESTMENT BFDS 943111333 09/25/17 TRACE #-01100002832981	842.30
9/25/2017	0	INVESTMENT BFDS 943111333 09/25/17 TRACE #-01100002832981	842.30
9/26/2017	0	BOE E-PAY BOESPECIALTAXFEE 1282435088 09/26/17E TRACE #-12200049246035	485.00
9/26/2017	0	BOE E-FILE BOARDEQUALIZATIO 1282531033 09/26/17O TRACE #-12200049244482	2,569.00
9/26/2017	0	EFTTransfe AVFUEL3252 9382073252 09/26/17 TRACE #-07200009992010	17,566.13
9/27/2017	0	EFTTransfe AVFUEL3252 9382073252 09/27/17 TRACE #-07200009082986	44,249.28
9/28/2017	0	WIRE TRANSFER FEE	15.00
		EFT TOTAL	188,760.45