

MOJAVE AIR AND SPACE PORT

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: March 15, 2016
Time: 2:00 p.m.
Location: Board Room
1434 Flightline, Mojave, California

AGENDA

1. Call to Order

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

2. Community Announcements

Members of the audience may make announcements regarding community events.

3. Consent Agenda

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

- A. Minutes of the Regular Board Meeting on March 1, 2016
- B. Check Register dated March 11, 2016

4. Business Items

- A. Approval of Sublease Agreement for Bob White/Chris Speirs
- B. Approval of Lease Amendment for Virgin Galactic
- C. Approval of ASB Loan Subordination
- D. Approval of Resolution Amending Conflict of Interest Code
- E. Approval of Partial Water Line Repair at Hangar 210

5. Reports

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

6. Public Comment on Items Not on the Agenda

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

7. Closed Session

- A. Real Property Negotiations (Govt Code 54956.8):
Property: Hangar 968
Negotiator: CEO, General Counsel
Parties: MASP, J. Stinemetze
Negotiating: Lease Term

- B. Personnel Review (Govt Code 54957): CEO

8. Closed Session Report

Adjournment

This Agenda was posted on March 11, 2016 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@mojaeairport.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 OF MARCH 1, 2016

1. CALL TO ORDER

The meeting was called to order on Tuesday, March 1, 2016, at 2:00 p.m. by Board President David Evans in the Board Room at Mojave Air and Space Port located at 1434 Flightline, Mojave, California.

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

B. Roll Call:

Directors present: Balentine, Deaver, Evans, and Peterson

Directors absent: Painter

Others present: Director of Planning Wojtkiewicz, Director of Administration Rawlings, Director of Maintenance Smith, District Counsel Navé, and Michael Brouse.

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

2. COMMUNITY ANNOUNCEMENTS

There were no community announcements.

3. CONSENT AGENDA

Director Balentine disqualified himself from participating in this agenda item because of a payment to his business in the check register. Upon motion by Director Peterson, seconded by Director Deaver, the following Consent Agenda items were approved 3-0:

A. Minutes of the Regular Board Meeting of February 16, 2016

B. Check Register dated February 25, 2016

4. BUSINESS ITEMS

A. Approval of Resolution Declaring Surplus Property

DOP Wojtkiewicz presented the resolution declaring various electronic equipment surplus to the needs of the District. Upon motion by Director Balentine, seconded by Director Deaver, the Board voted 4-01 to approve the resolution.

5. REPORTS

A. CEO/GM Report

CEO Drees submitted a written CEO report. Director Peterson asked about costs for a scheduled fly-in event.

C. Board Committees

There were no committee reports.

D. Board of Directors

Director Deaver reported on the February Plane Crazy Saturday, and provided information for the March Plane Crazy Saturday.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments.

7. CLOSED SESSION

A. Potential Litigation (Govt Code 54956.9): REM Technologies

8. CLOSED SESSION REPORT

In closed session, the Board and Counsel discussed potential litigation involving REM Technologies. No other items were discussed.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 2:07 p.m.

David Evans, President

ATTEST

Jimmy R. Balentine, Secretary

Date: Friday, March 11, 2016
 Time: 12:13PM
 User: LCALLCA

Mojave Air & Space Port

Check Register - Standard

Period: 09-16 As of: 3/1/2016

Page: 1 of 6
 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
Company: EKAD										
Acct / Sub:	101000		1200							
054165	CK	3/15/2016	0109 AT&T	09-16	035477	VO	82433413389	2/20/2016	0.00	444.06
054165	CK	3/15/2016	0109 AT&T	09-16	035478	VO	82417429146	2/20/2016	0.00	225.47
054165	CK	3/15/2016	0109 AT&T	09-16	035479	VO	82423366431	2/20/2016	0.00	229.95
054165	CK	3/15/2016	0109 AT&T	09-16	035480	VO	82425977755	2/20/2016	0.00	119.75
054165	CK	3/15/2016	0109 AT&T	09-16	035481	VO	82432772660	2/20/2016	0.00	121.77
054165	CK	3/15/2016	0109 AT&T	09-16	035482	VO	82426811250	2/20/2016	0.00	119.96
054165	CK	3/15/2016	0109 AT&T	09-16	035483	VO	82452188433	2/20/2016	0.00	117.87
Check Total										1,378.83

Telecommunications

054166	CK	3/15/2016	0158 Ameripride Uniform Services	09-16	035502	VO	2100505708	2/26/2016	0.00	173.17
054166	CK	3/15/2016	0158 Ameripride Uniform Services	09-16	035503	VO	2100505701	2/26/2016	0.00	54.95
054166	CK	3/15/2016	0158 Ameripride Uniform Services	09-16	035504	VO	2110019148	1/29/2016	0.00	586.69
054166	CK	3/15/2016	0158 Ameripride Uniform Services	09-16	035525	VO	2100507287	3/4/2016	0.00	207.67
054166	CK	3/15/2016	0158 Ameripride Uniform Services	09-16	035526	VO	2100507279	3/4/2016	0.00	54.95
Check Total										1,077.43

Uniform Svc.

054167	CK	3/15/2016	0173 Allied Security Holdings LLC	09-16	035456	VO	6375382	2/25/2016	0.00	293.47
054167	CK	3/15/2016	0173 Allied Security Holdings LLC	09-16	035457	VO	6375381	2/25/2016	0.00	5,677.56
054167	CK	3/15/2016	0173 Allied Security Holdings LLC	09-16	035623	VO	6385758	3/3/2016	0.00	560.15
054167	CK	3/15/2016	0173 Allied Security Holdings LLC	09-16	035524	VO	6385757	3/3/2016	0.00	5,510.32
Check Total										12,041.50

Security Svc.

Date: Friday, March 11, 2016
 Time: 12:13PM
 User: LOCALICA

Mojave Air & Space Port

Check Register - Standard

Page: 1 of 6
 Report: 03630.rpt
 Company: EKAD

Period: 09-16 As of: 3/11/2016

Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
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Employee Paid Benefits

054168	CK	3/15/2016	0187	AFLAC	09-16		035455	VO	116817	2/25/2016	0.00	735.90
054169	CK	3/15/2016	0211	A V Heritage Builders, Inc.	09-16		035505	VO	38476	2/26/2016	0.00	4,428.00
054169	CK	3/15/2016	0211	A V Heritage Builders, Inc.	09-16		035506	VO	38477	2/26/2016	0.00	5,030.00
054169	CK	3/15/2016	0211	A V Heritage Builders, Inc.	09-16		035507	VO	38478	2/26/2016	0.00	4,540.00
Check Total												
13,998.00												

Wind Damage

054170	CK	3/15/2016	0234	Banyan	09-16		035458	VO	1521400	2/29/2016	0.00	56.57
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Gift Shop

054171	CK	3/15/2016	0249	Benz Construction Services	09-16		035459	VO	2689343	2/29/2016	0.00	657.99
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Refuse Svc.

054172	CK	3/15/2016	0284	Brouse, Michael L.	09-16		035460	VO	FEB 9-16	2/20/2016	0.00	1,875.00
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Accounting Consultant

054173	CK	3/15/2016	0395	Campbell, Patrick	09-16		035508	VO	160719	2/29/2016	0.00	29.03
054173	CK	3/15/2016	0395	Campbell, Patrick	09-16		035509	VO	CONF TABU/CHAIR	2/27/2016	0.00	447.50

Reimbursement/MASP Expenses

054174	CK	3/15/2016	0410	Dynamic Science, Inc.	09-16		035510	VO	104	3/4/2016	0.00	19,586.97
Check Total												
476.53												

Tower

Date: Friday, March 11, 2016
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Telecommunications										
054175	CK	3/15/2016	0422 Direct TV	09-16	035461	VO	27916492748	2/25/2016	0.00	38.98
Fire Dept. Supplies										
054176	CK	3/15/2016	0430 Desert Truck Service, Inc.	09-16	035527	VO	1312154	3/2/2016	0.00	23.01
Strategic Consulting										
054177	CK	3/15/2016	0458 De Azlian Group	09-16	035484	VO	1016021	2/29/2016	0.00	5,000.00
Engineering Svc./Taxiway B										
054178	CK	3/15/2016	0558 EnerSource Engineering	09-16	035485	VO	1641-3/TAXIWAY B	3/3/2016	0.00	5,216.00
Runway Lights										
054179	CK	3/15/2016	0657 Flight Light	09-16	035528	VO	0053542-IN	3/2/2016	0.00	46.47
Investor Pmt/Hangar 79										
054180	CK	3/15/2016	0751 The Gibbons Family LLC	09-16	035462	VO	2-16 INVSTR PMT	2/29/2016	0.00	4,516.35
Equipment Repair										
054181	CK	3/15/2016	0839 Highway Glass	09-16	035486	VO	108759	2/25/2016	0.00	270.00
Investor Pmt/Hangar 79										
054182	CK	3/15/2016	0842 J. Hitchcock Riverwest Fam Ptr	09-16	035463	VO	2-16/INVSTR PMT	2/29/2016	0.00	3,010.90

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054183	CK	3/15/2016	0866 The Home Depot Credit Plan	09-16	035546	VO	FEB 2016 STATEM	2/28/2016	0.00	677.20

Maintenance Supplies/Bldg 58, 5, 11

054184	CK	3/15/2016	1005 PTS	09-16	035535	VO	822452/03-16	3/3/2016	0.00	53.00
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Bldg. 58/Pay Phone

054185	CK	3/15/2016	1040 Jimco Construction & Equip	09-16	035464	VO	40311 /02-16	2/18/2016	0.00	492.20
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Rail Inspection

054186	CK	3/15/2016	1043 Jim's CB & Radios	09-16	035529	VO	10125585	3/3/2016	0.00	37.61
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Office Supplies

054187	CK	3/15/2016	1075 Johansen, Lynn	09-16	035487	VO	BOARD RM CLOCKS	2/29/2016	0.00	104.62
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Reimbursement/MASP Expense

054188	CK	3/15/2016	1106 Robert W. Karpe, Trustee	09-16	035465	VO	02-16 INVESTR P	2/28/2016	0.00	7,527.24
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Investor Pmt/Hangar 79

054189	CK	3/15/2016	1122 Kelley--Randall	09-16	035530	VO	11128	3/1/2016	0.00	42.10
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Equipment Repair

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054190	CK	3/15/2016	1154 Kieffe & Sons Ford	09-16	035511	VO	20841	12/8/2015	0.00	39.95
054190	CK	3/15/2016	1154 Kieffe & Sons Ford	09-16	035512	VO	20850	12/8/2015	0.00	39.95
054190	CK	3/15/2016	1154 Kieffe & Sons Ford	09-16	035513	VO	21122	12/29/2015	0.00	14.50
054190	CK	3/15/2016	1154 Kieffe & Sons Ford	09-16	035514	VO	20853	12/8/2015	0.00	39.95
054190	CK	3/15/2016	1154 Kieffe & Sons Ford	09-16	035531	VO	3019/RENTAL CAR	3/4/2016	0.00	1,110.12
Check Total										1,244.47
Auto & Equipment Repairs										
054191	CK	3/15/2016	1200 L & L Construction	09-16	035532	VO	W/E 3/6/16	3/6/2016	0.00	1,230.00
Contractor Consulting										
054192	CK	3/15/2016	1306 Martha's Cleaning Service	09-16	035533	VO	1328	3/1/2016	0.00	3,075.00
Cleaning Svc./Bldg 58, 1										
054193	CK	3/15/2016	1323 Medley Fire Protection, Inc.	09-16	035515	VO	8561	2/23/2016	0.00	528.12
Fire Equip Parts & Labor										
054194	CK	3/15/2016	1364 Mojave/Karl's Hardware	09-16	035547	VO	FEB 2016	2/9/2016	0.00	2,436.40
MASP Maintenance Supplies										
054195	CK	3/15/2016	1369 Mojave Desert News	09-16	035466	VO	45694	2/26/2016	0.00	97.50
Advertising										

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Mojave Air & Space Port

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054196	CK	3/15/2016	1372	Mojave Public Utility District	09-16		035467	VO	060495/02-16	2/29/2016	0.00	80.24
054196	CK	3/15/2016	1372	Mojave Public Utility District	09-16		035468	VO	060490/02-16	2/29/2016	0.00	53.09
054196	CK	3/15/2016	1372	Mojave Public Utility District	09-16		035469	VO	060480/02-16	2/29/2016	0.00	5,914.82
054196	CK	3/15/2016	1372	Mojave Public Utility District	09-16		035470	VO	060460/02-16	2/29/2016	0.00	1,061.73
Utility												
Check Total												
7,109.88												
054197	CK	3/15/2016	1375	Mojave Sanitation	09-16		035471	VO	2688645	2/29/2016	0.00	932.89
Refuse												
054198	CK	3/15/2016	1406	Napa Auto Parts	09-16		035472	VO	840858	2/29/2016	0.00	16.65
054198	CK	3/15/2016	1406	Napa Auto Parts	09-16		035516	VO	840669	2/29/2016	0.00	162.25
Auto & Equipment Parts												
Check Total												
178.90												
054199	CK	3/15/2016	1407	Nave & Cortell, LLP	09-16		035473	VO	20292	3/1/2016	0.00	4,275.00
Professional Svc.												
054200	CK	3/15/2016	1429	Northern Digital, Inc.	09-16		035488	VO	053858	2/29/2016	0.00	557.50
Pump House Repair												
054201	CK	3/15/2016	1555	C & M OVERHEAD DOORS, INC.	09-16		035534	VO	7570	3/6/2016	0.00	5,317.00
Fire Dept. Door												

Date: Friday, March 11, 2016
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 User: LCALICA

Mojave Air & Space Port

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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
054202	CK	3/15/2016	1614 Paper Connection & Graphics / Kern Print Svc.	09-16	035489	VO	34797	3/7/2016	0.00	665.79

Business Cards

054203	CK	3/15/2016	1639 ProActive Work Health Services	09-16	035544	VO	1141-31285	1/21/2016	0.00	35.00
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Pre-Employment Test

054204	CK	3/15/2016	1645 Pitney Bowes Purchase Power	09-16	035474	VO	10580813	2/25/2016	0.00	235.05
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Postage

054205	CK	3/15/2016	1803 Race Telecommunications, Inc.	09-16	035536	VO	RC098662	3/1/2016	0.00	2,451.85
054205	CK	3/15/2016	1803 Race Telecommunications, Inc.	09-16	035537	VO	RC098823	3/1/2016	0.00	64.95

Telecommunications

Check Total 2,516.80

054206	CK	3/15/2016	1874 Carlos Ruiz	09-16	035538	VO	OLEANDERS	3/7/2016	0.00	2,112.00
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Gardening Svc.

054207	CK	3/15/2016	1906 Sage Staffing	09-16	035475	VO	53551	2/22/2016	0.00	768.00
054207	CK	3/15/2016	1906 Sage Staffing	09-16	035517	VO	53597	2/29/2016	0.00	614.40

Temp. Employment

Check Total 1,382.40

054208	CK	3/15/2016	1925 Sparklets	09-16	035476	VO	13703338 022516	2/25/2016	0.00	282.27
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Drinking Water Svc.

Date: Friday, March 11, 2016
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Mojave Air & Space Port

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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
054209	CK	3/15/2016	19258	SBS Group	09-16		035518	VO	500619	2/18/2016	0.00	262.50

Accounting Consultant

054210	CK	3/15/2016	1952	So. Calif. Edison	09-16		035490	VO	234521	3/4/2016	0.00	1,661.18
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Wind Damage

054211	CK	3/15/2016	1962	Sprint	09-16		035491	VO	55022161040814	2/24/2016	0.00	45.73
054211	CK	3/15/2016	1962	Sprint	09-16		035539	VO	6781965590/03-16	3/1/2016	0.00	13.25
054211	CK	3/15/2016	1962	Sprint	09-16		035540	VO	670907680/03-16	3/1/2016	0.00	12.84

Telecommunications

Check Total 71.82

054212	CK	3/15/2016	1990	State Board of Equalization	09-16		034991	VO	SRDBF 022666890	12/22/2015	0.00	132.95
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Taxes

054213	CK	3/15/2016	2007	Synapse Technologies Inc	09-16		035519	VO	1006	2/9/2016	0.00	1,990.00
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Software/Laserfiche

054214	CK	3/15/2016	2337	S.O. Witt & Associates	09-16		035492	VO	FAA REAUTH BILL	2/29/2016	0.00	2,200.00
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Consulting/FAA Reauthorization Bill

054215	CK	3/15/2016	2450	Xerox Corporation	09-16		035541	VO	083640240	3/1/2016	0.00	477.35
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Printer Rental

Date: Friday, March 11, 2016
 Time: 12:13PM
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Mojave Air & Space Port

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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Reimbursement/Employee Benefit												
054216	CK	3/15/2016	3551	Janet Kelly	09-16		035493	VO	000259/2/16	2/16/2016	0.00	976.00
Reimbursement/Employee Benefit												
054217	CK	3/15/2016	3556	Stevens, Michael	09-16		035542	VO	3921256	3/2/2016	0.00	199.98
Reimbursement/Employee Benefit												
054218	CK	3/15/2016	3630	Roth-Deborah	09-16		035545	VO	16035BH3870	1/28/2016	0.00	288.82
Reimbursement/Employee Benefit												
054219	CK	3/15/2016	3864	Rawlings-Carrie	09-16		035494	VO	67259	2/13/2016	0.00	176.00
Reimbursement/Employee Benefit												
054220	CK	3/15/2016	4062	Melissa Nabors, DDS	09-16		035520	VO	431A/2/12/16	2/12/2016	0.00	48.00
Employee Benefit												
Check Count:												56
											Acct Sub Total:	121,636.97

Check Type	Count	Amount Paid
Regular	56	121,636.97
Hand	0	0.00
Electronic Payment	0	0.00
Void	0	0.00
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	56	121,636.97

Company Disc Total: 0.00 Company Total: 121,636.97

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Check Nbr	Check Type	Check Date	Vendor ID	Vendor Name	Period	Ref	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
					To Post	Closed	Nbr				
EFT's											
AV Fuel		3/16/16									6369.66
AV Fuel		3/25/16									13612.28
Calpers		3/7/16									44379.14
Calpers		3/8/16									28331.55
State BOE -Dealer Tax		3/19/16									609.60
Total EFT											93,302.21
Total for Approval											214,939.18



STAFF MEMORANDUM

TO: Board of Directors
FROM: Lynn Johansen
SUBJECT: Sub-Lease Approval
MEETING DATE: March 15, 2016

Background:

Bob White, owner of T-Hangar 940 is requesting authorization to Sub-Let to Chris Speirs.

Impacts:

Fiscal: None
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of Sub-Let and authorization for CEO to sign Sub-Let Agreement.

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz
SUBJECT: Virgin Galactic, LLC (VG) 3rd Amendment to TS lease
MEETING DATE: March 15, 2016

Background:

VG currently leases acreage for test sites 10, 11 and 18. VG would like to increase the acreage of test site 11 by moving the southerly lease line 100 ft. further to the south. This would increase their current acreage by .94 acres, which also increases the total amount of acreage to 7.69 acres.

Impacts:

Fiscal: \$1,027.20 per month rent increase.

Environmental: N/A

Legal: N/A

Recommended Action:

- Approve and sign the lease amendment.

3rd AMENDMENT TO LEASE

THIS 3rd AMENDMENT TO LEASE (“3rd Amendment”) dated as of March 15, 2016, (“Effective Date”) is attached to and made a part of the written Lease Agreement dated April 15, 2014, and all subsequent series of amendments (collectively referred to as “Lease”) 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 sites 10, 11 and 18.

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 Lease. To the extent that any terms or provisions of this Lease Amendment are inconsistent with any terms or provisions of the Lease, the terms and provisions of this Lease Amendment shall prevail and control for all purposes. All capitalized terms used in this Lease Amendment shall have the same meanings assigned to them in the Lease, if any, unless otherwise specified in the Lease 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 Lease, Landlord and Tenant agree to amend the Lease as follows:

1. Amendment to Section 1.4, Premises.

Section 1.4 is amended as follows. The Parties agree that “Exhibit A-rev3” shall supersede and replace “Exhibit A” of the Lease, and all references in the Lease to “Exhibit A” shall be replaced with references to “Exhibit A-rev3.”

“1.4 Premises: Test sites 10, 11 and 18, as more specifically designated on Exhibit A-rev3, which is attached hereto and incorporated herein.”

2. Amendment to Section 1.5, Rentable Area.

Section 1.5 is amended as follows:

“1.5 Rentable area: Test site 10, 11, 18 approximately 334,976 sf. (7.69 acres) of land.”

3. Amendment to Section 1.7, Rental.

Section 1.7 is amended as follows:

“1.7 Rental: \$100,492.80 (\$0.025/sf) per year paid in 12 equal monthly installments of \$8,374.40 beginning on Effective Date and continuing through the Lease Term.”

**UNLESS OTHERWISE PROVIDED FOR IN THIS 3rd AMENDMENT TO
LEASE, ALL OTHER TERMS AND CONDITIONS
OF THE LEASE SHALL REMAIN THE SAME,
AND IN FULL FORCE AND EFFECT.**

IN WITNESS WHEREOF, the parties hereto have executed this 3rd AMENDMENT TO LEASE as of the day and year first written above.

TENANT:
VIRGIN GALACTIC, LLC

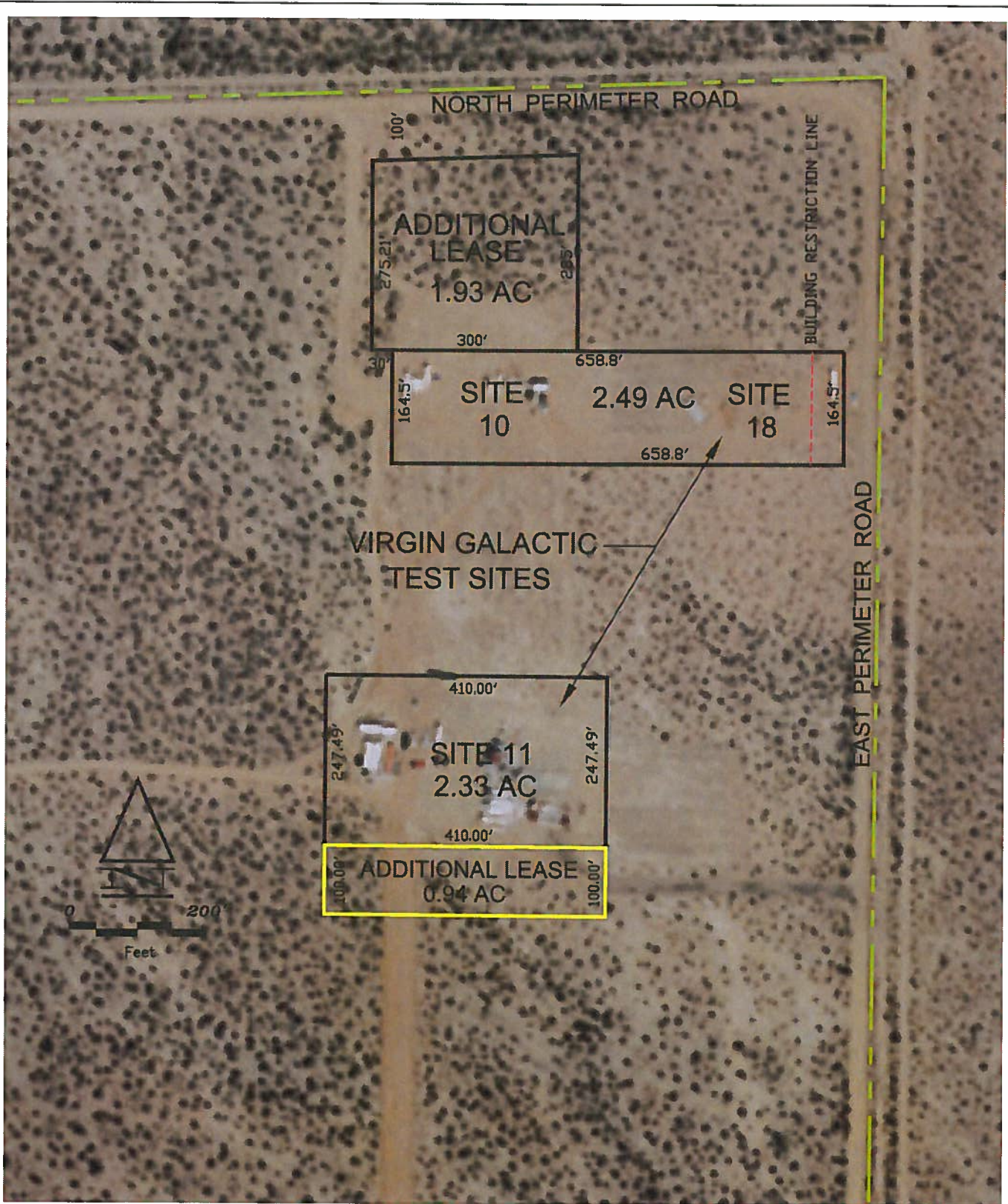
LANDLORD:
Mojave Air & Space Port

By: _____
George Whitesides, President & CEO

By _____
David Evans, BOD/President

ATTEST

By _____
Jim Balentine, BOD/Secretary



MOJAVE AIR & SPACE PORT
 A CALIFORNIA SPECIAL DISTRICT
 1434 FLIGHT LINE (661) 824-2433 TEL.
 MOJAVE, CA 93501 (661) 824-2914 FAX



TOTAL AREA = 334,976 SF = 7.69 ACRES
Virgin Galactic - Sites 10, 11, & 18
EXHIBIT "A" - REVISED MARCH 2016

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz
SUBJECT: A.S.B. Avionics, L.L.C. (ASB) Loan Subordination
MEETING DATE: March 15, 2016

Background:

ASB has a 50-year land lease for the ground beneath hangar 101 that terminates May 31, 2049. ASB is not in default under any of the lease terms. ASB is obtaining financing, and the lender is seeking to secure the 25-year loan through an interest in the lease via an estoppel / subordination agreement with the District. The estoppel has been reviewed and revised to conform to the District's standard terms: (1) The security interest is in the lease, not the land; (2) in the event of default, the lender will have 60 days to cure before the District can terminate; (3) If ASB doesn't cure a default, the lender can assume or assign the lease, subject to the District's reasonable consent, and the terms of the lease remain in effect.

Impacts:

Fiscal: N/A

Environmental: N/A

Legal: The lender has the right to cure any default by ASB and assume or assign the lease.

Recommended Action:

Approve the estoppel certificate.

Recording Requested by, and
when recorded return to:

Pacific Enterprise Bank
Attn: Robert G. Brady
17748 Skypark Circle, Suite 100
Irvine, CA 92614

Space above line for recorder's use only

**ESTOPPEL CERTIFICATE,
CONSENT TO HYPOTHECATION OF LEASE,
AND AGREEMENT**

This ESTOPPEL CERTIFICATE, CONSENT TO HYPOTHECATION OF LEASE AND AGREEMENT ("Agreement") is entered into this 8th of March, 2016 by and among the following parties:

- Mojave Air and Space Port [*formerly known as* EAST KERN AIRPORT DISTRICT] ("Lessor");
- A.S.B. AVIONICS, L.L.C. ("Borrower") and
- Pacific Enterprise Bank ("Lender")

RECITALS

This Agreement is entered into with regard to the following facts, circumstances, and intent of the parties:

- A.) A leasehold estate in that certain real property located at 1032 Sabovich Street, Mojave, Kern County, California ("Real Property" - see attached "Exhibit A" for lease/legal description) was created by that certain **LEASE AND AGREEMENT FOR ACREAGE** dated June 1, 1999 ("Lease") executed by EAST KERN AIRPORT DISTRICT, as Lessor, and A.S.B. AVIONICS, L.L.C., as Lessee. The Lease recorded in the Official Records of Kern County, California on January 28, 2000 under Recorder's Serial #0200010994. The Lease was modified by an executed **AMENDMENT TO LEASE AND AGREEMENT** dated December 21, 1999 ("Amendment"). The Amendment recorded in the Official Records of Kern County, California on January 28, 2000 under Recorder's Serial #0200010995;
- B.) Borrower desires to enter into certain financial arrangements with Lender, to be secured by, among other things, a Deed of Trust encumbering Borrower's interest in the leasehold estate to be recorded in the records affecting the Real Property. The loan will be in the amount of \$2,090,000.00, for a term of 25 years secured by a Deed of Trust in first position ("Loan");
- C.) Lessor represents that the Lease remains in full force and effect, unmodified other than as of record, and provides, among other things, that (i) Borrower may at any time subject its interest in the Lease to one or more mortgages in the form of Deeds of Trust or other liens as security for a loan or loans or other obligations of Borrower; and (ii) Borrower has the right under certain circumstances to assign its future interest in the Lease;

AGREEMENT

THEREFORE, in accordance with the foregoing Recitals and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, Lessor, Borrower, and Lender covenant and agree as follows:

1. **CONSENT TO HYPOTHECATION.** Lessor, Borrower, and Lender acknowledge that Borrower has the right to mortgage its leasehold interest. Lessor therefore consents to the pledge, mortgage and hypothecation of Borrower's future right, title and interest under the Lease.
2. **REPRESENTATIONS REGARDING LEASE.** Lessor hereby warrants and represents the following to Lender to the best of Lessor's knowledge and belief:

- 2.1 The Lease is in full force and effect;
- 2.2 All rents and other sums payable by Borrower under the Lease have been paid through the month of execution of this Agreement;
- 2.3 The term of the Lease is fifty (50) years, commencing on June 1, 1999, and terminating on May 31, 2049;
- 2.4 Neither Lessor, nor Borrower are in default under any of the terms, covenants or conditions contained in the Lease nor has any event occurred which would, with the passage of time, or giving of notice, or both, constitute a default under any of the terms, covenants or conditions of the Lease.

3. AGREEMENT BY LESSOR. Lessor hereby agrees as follows, until such time, if any, as Lessor shall receive from Lender written confirmation that its loan is satisfied:

3.1 **Cancellation of Lease.** No cancellation, surrender, acceptance of surrender, or modification of the Lease shall be binding upon Lender or affect Lender's liens, without the express prior written consent of Lender, which consent shall not be unreasonably withheld or delayed. Borrower and Lender agree that the term of the Lender's financing shall not extend beyond the termination date of the Lease set forth above.

3.2 **Notices.** Lender shall be entitled to receive copies of notices provided to Borrower or any successor lessee, to the extent that such notices relate to or may affect the leasehold estate. Until Lender gives notice of a different address, Lender's address is as follows:

**Pacific Enterprise Bank
Attn: Loan Servicing Department
17748 Skypark Circle, Suite 100
Irvine, CA 92614**

3.3 **Lender's Rights.** Lessor will not agree to any modification that shortens the term of the Lease or affects the options to extend the Lease or accept its surrender by Borrower without Lender's consent. Lessor will not terminate the Lease, except upon condemnation, without giving notice to the Lender and allowing the Lender to undertake to cure the Borrower's default.

3.4 **Lender's Additional Notice and Cure Period Upon Notice of Default.** Lender shall have the absolute right, but not the obligation, to perform any term, covenant, condition or agreement and to remedy any default by the Borrower under the Lease, and subject to compliance with all terms and conditions herein, Lessor shall accept such performance by Lender as if furnished by the Borrower. In the event Lessor shall give a notice to pay or other notice of default to the Borrower pursuant to the Lease, Lessor shall also send a copy of that notice to Lender via certified mail at the address listed in section 3.2 of this document. Borrower and/or Lender shall have sixty (60) days from Lender's receipt of the notice to cure the default.

3.5 **Lender's Right to New Lease.** If Borrower's interest in the Lease is terminated as a result of rejection of the Lease by a bankruptcy trustee or other terminating event, Lessor will, on Lender's request, recognize Lender, its successor or assignee as the lessee, and will enter into a new lease with Lender, its successor or assignee with the same terms that are contained in the Lease. Upon foreclosure or other termination, Lender may, with the consent of Lessor, which shall not be unreasonably withheld, assign the Lease to a third party who assumes and agrees to perform all lessee obligations, in which case Lender will be automatically released from further responsibility under the Lease. The assignee may use the premises subject to all provisions contained in the Lease.

3.6 **Lender's Right to Cure Non-Monetary Defaults.** In the event of a default by the Borrower in the performance or observance of any term, covenant, condition or agreement on the Borrower's part to be performed under the Lease, other than a term, covenant, condition or agreement requiring the payment of a sum of money, if the default is of such a nature that it cannot reasonably be cured within sixty (60) days, and Borrower and/or Lender commenced to cure the default, Lessor agrees to give Borrower and Lender up to one hundred twenty (120) days to fully cure the default. Lessor will not permit a default to remain uncured, whatever its nature. Nothing in this Agreement shall preclude Lessor from exercising any of its rights or remedies with respect to any other default during any period when Borrower and Lender shall be forbearing from termination of the Lease as above provided, but in such event Lender shall have all of the rights and protections provided for above. If Lender, or its nominee, or a purchaser at a foreclosure sale (which purchaser shall become the lessee thereunder) shall acquire title to the Borrower's leasehold estate under the Lease and such party shall cure all defects of Borrower under the Lease which can be cured, then the defaults of any prior holder of the Borrower's leasehold estate under the Lease shall no longer be deemed to be defaults under the Lease. Further, if Lender shall acquire title to the Borrower's interest in the Lease, Lender shall be entitled to assign the Lease to any third party, subject to the approval of Lessor, which shall not be unreasonably withheld

or denied. Upon such assignment Lender shall be relieved of all liability under the Lease.

3.7 **No Limitations on Lender's Rights.** Lessor, Borrower, and Lender agree that nothing in this Agreement or in the Lease shall be interpreted to limit Lender's rights and remedies, including, but not limited to, Lender's right to pursue foreclosure in accordance with the California Code of Civil Procedure should Lender declare Borrower to be in default under the terms of its loan obligations.

4. **MISCELLANEOUS PROVISIONS.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any agent or other person executing this Agreement on behalf of Lessor and Borrower represents and warrants to Lender that he or she has full power and authority to execute this Agreement. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by the Lender. Without notice to Lessor and without affecting the validity of this Agreement, Lender may do or not do anything it deems appropriate or necessary with the respect to the Loan, any obligors on the loan, or any collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the loan indebtedness. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of such right or any right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

IN WITNESS WHEREOF, Lessor, Borrower and Lender intending to be legally bound have executed this Agreement on the dates indicated below, effective as of the date set forth in the introductory paragraph of this Agreement.

Date: March __, 2016 **LESSOR: Mojave Air and Space Port**

By: _____
Name:
Title:

Date: March __, 2016 **BORROWER: A.S.B. AVIONICS, L.L.C.**

By: _____
Name:
Title:

Date: March __, 2016 **LENDER: Pacific Enterprise Bank**

By: _____
Name:
Title:

Exhibit "A"

-ATTACH APPROVED LEASE/LEGAL DESCRIPTION PROVIDED BY TITLE HERE-

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Karina Drees
SUBJECT: Conflict of Interest Code
MEETING DATE: March 15, 2016

Background:

The Political Reform Act requires government agencies to adopt a Conflict of Interest Code, and that Code to designate which employees must file a Statement of Economic Interests (Form 700). The Code must be reviewed every two years updated whenever there is a change in positions or job titles identified in the Code. The PRA Code requirements have changed since the last adoption of a conflict code, and the Airport has changed the titles of positions listed in the Code. Thus, we are amending the Airport's Code to conform to PRA requirements and reflect new job titles.

Impacts:

Fiscal: None

Environmental: None

Legal: Will bring conflict code into conformance with PRA requirements.

Recommended Action:

Approve the resolution amending the Airport's conflict of interest code.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF MOJAVE AIR AND SPACE PORT
AMENDING ITS CONFLICT OF INTEREST CODE**

Whereas, the Political Reform Act (Government Code section 81000, et seq.) requires local agencies to adopt a conflict of interest code and designate those employees and consultants who must file a statement of economic interests (Form 700);

Whereas, the District has modified its job titles and designations; and

Whereas, the District desires to amend its conflict of interest code to conform to the new job titles and designations;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Mojave Air and Space Port that the Administrative Code is amended as follows.

1. Section 1-1.06 is amended as provided in Exhibit 1, attached hereto and incorporated herein.
2. Sections 1-1.07, 1-1.08, 1-1.09, 1-1.10, 1-1.11, 1-1.12, and 1-1.13 are repealed and deleted from the Administrative Code.
3. Except as provided herein the Administrative Code (Resolution No. 99-1-585) is reaffirmed and readopted.

PASSED, APPROVED, AND ADOPTED on March 15, 2016:

Ayes:
Noes:
Abstain:
Absent:

David Evans, President

ATTEST

Jimmy R. Balentine, Secretary

EXHIBIT 1

CONFLICT OF INTEREST CODE

Section 1-2.01. Conflict of Interest Code

(a) The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the following provisions designating positions and establishing disclosure categories shall constitute the conflict of interest code of Mojave Air and Space Port.

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). Upon receipt of the statements for the members of the Board of Directors, the District shall make and retain copies and forward the originals to the Clerk of the Board of Supervisors of Kern County. All other statements will be retained by the District.

(b) Definitions. The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulation 18100, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(c) Designated Positions.

(1) Officials who Manage Investments. District officials who manage public investments as defined by 2 CCR 18701(b) are not subject to this Code, but are subject to the disclosure requirements of the Political Reform Act (Government Code Section 87200 et seq). These positions are listed here for informational purposes only. It has been determined that the positions listed below are officials who manage public investments:

- Members of the Board of Directors
- General Manager

Individuals holding one of the above listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by Government Code Section 87200.

(2) Employees. The persons holding positions listed below are designated employees. It has been determined these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests. These

persons shall make the disclosures for the specified disclosure categories as defined below:

<u>Designated employees</u>	<u>Disclosure categories</u>
1. Director of Administration	2, 3
2. Director of Operations	2, 3
3. Director of Planning	1, 2, 3
4. Director of Maintenance	2, 3
5. Director of Technology	2, 3
6. Consultants (determined by General Manager)	

(3) Consultants. Consultants, within the meaning of the Political Reform Act, who participate in decisions or provide information, advice, recommendation, or counsel that could affect financial interests shall file Statements of Economic Interests for all categories. If the General Manager determines a consultant performs a range of services limited in scope and not requiring full disclosure, the General Manager shall prepare a written description of the consultant's duties and a statement of the extent of the disclosure requirements. The General Manager's determination shall be a public record.

General Counsel shall file a Statement of Economic Interests for all disclosure categories.

(d) Disclosure Categories. The following categories are established for the purpose of conflict of interest disclosure:

Category 1. Persons in this category shall disclose all interests in real property within the District's jurisdiction. The definition for "interests in real property," as used herein, is found in the Political Reform Act.

Category 2. Persons in this category shall disclose all income from (including gifts and loans) and investments in businesses that are doing business with the District, or have done business with the District within the preceding two years, that manufacture, provide or sell services and/or supplies of a type used by the District and associated with the job assignment of designated positions assigned this disclosure category. The definitions for "income" and "gift," as used herein, are found in the Political Reform Act.

Category 3. Persons in this category shall disclose all businesses in which the designated employee as an owner, director, trustee or designated employee holds a position of management.

(e) Place of Filing.

(1) Board; General Manager. The Board of Directors and General Manager shall submit a statement of economic interest with the General Manager, or his/her designee. The District shall make and retain a copy of all statements filed by its Board Members and General Manager, and forward the originals of such statements to the Fair Political

Practices Commission and Clerk of the Board of Supervisors of Kern County.

(2) Designated Employees. Designated employees and Consultants under Sections 1-2.01(c)(2) and (3) shall submit a statement of economic interest with the General Manager, or his/her designee. The District shall retain the originals of statements for all designated employees and consultants named in the conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction pursuant to Government Code section 81008.

(f) Time of Filing.

(1) Assuming Office Statements. All persons assuming designated positions shall file statements within 30 days after assuming the designated positions, or if subject to Board confirmation, 30 days after being nominated or appointed.

(2) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Service Member's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(3) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(g) Periods Covered by Statements of Economic Interests.

(1) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable interests for the specified disclosure categories in section 1-2.01(d) herein held on the date of assuming office or, if subject to Board appointment, income received during the 12 months prior to the date of assuming office or the date of being appointed.

(2) Contents of Annual Statements. Annual statements shall disclose any reportable interests for the specified disclosure categories in section 1-2.01(d) held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.

(3) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable interests for the specified disclosure categories in section 1-2.01(d) held or received during the period between the closing date of the last statement filed and the date of leaving office.

(h) Manner of Reporting. Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission, and shall contain the information required therein.

EXHIBIT 1

CONFLICT OF INTEREST CODE

Section 1-1.06. Conflict of Interest Code

(a) The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the following provisions designating positions and establishing disclosure categories shall constitute the conflict of interest code of Mojave Air and Space Port.

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). Upon receipt of the statements for the members of the Board of Directors, the District shall make and retain copies and forward the originals to the Clerk of the Board of Supervisors of Kern County. All other statements will be retained by the District.

(b) Definitions. The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulation 18100, *et seq.*), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(c) Designated Positions.

(1) Officials who Manage Investments. District officials who manage public investments as defined by 2 CCR 18701(b) are not subject to this Code, but are subject to the disclosure requirements of the Political Reform Act (Government Code Section 87200 et seq). These positions are listed here for informational purposes only. It has been determined that the positions listed below are officials who manage public investments:

- Members of the Board of Directors
- General Manager

Individuals holding one of the above listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by Government Code Section 87200.

(2) Employees. The persons holding positions listed below are designated employees. It has been determined these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests. These persons shall make the disclosures for the specified disclosure categories as defined below:

<u>Designated employees</u>	<u>Disclosure categories</u>
1. Members of Board of Directors	1, 2, 3
2. General Manager/CEO	1, 2, 3
3. Staff attorney	1, 2, 3
4. Chief Financial Officer <u>Director of Administration</u>	
1, 2, 3	
5. Chief Operating Officer <u>Director of Operations</u>	1, 2, 3
6. Director of Planning <u>Marketing and Business Development</u>	1, 2, 3
4. Director of Maintenance	
5. Director of Technology	
7. Consultants – as determined by General Manager	

(3) Consultants. Consultants, within the meaning of the Political Reform Act, who participate in decisions or provide information, advice, recommendation, or counsel that could affect financial interests shall file Statements of Economic Interests for all categories. If the General Manager determines a consultant performs a range of services limited in scope and not requiring full disclosure, the General Manager shall prepare a written description of the consultant’s duties and a statement of the extent of the disclosure requirements. The General Manager’s determination shall be a public record.

General Counsel shall file a Statement of Economic Interests for all disclosure categories.

(d) Disclosure Categories. The following categories are established for the purpose of conflict of interest disclosure:

Category 1. Persons in this category shall disclose all interests in real property within the District’s jurisdiction. The definition for “interests in real property,” as used herein, is found in the Political Reform Act.

Category 2. Persons in this category shall disclose all income from (including gifts and loans) and investments in businesses that are doing business with the District, or have done business with the District within the preceding two years, that manufacture, provide or sell services and/or supplies of a type used by the District and associated with the job assignment of designated positions assigned this disclosure category. The definitions for “income” and “gift,” as used herein, are found in the Political Reform Act.

Category 3. Persons in this category shall disclose all businesses in which the designated employee as an owner, director, trustee or designated employee holds a position of management.

(e) Place of Filing.

(1) Board; General Manager. The Board of Directors and General Manager shall submit a statement of economic interest with the General Manager, or his/her designee. The District shall make and retain a copy of all statements filed by its Board Members and General Manager, and forward the originals of such statements to the Fair Political Practices Commission and Clerk of the Board of Supervisors of Kern County.

(2) Designated Employees. Designated employees and Consultants under Sections 1-2.01(c)(2) and (3) shall submit a statement of economic interest with the General Manager, or his/her designee. The District shall retain the originals of statements for all designated employees and consultants named in the conflict of interest code. All retained statements, original or copied, shall be available for public inspection and reproduction pursuant to Government Code section 81008.

(f) Time of Filing.

(1) Assuming Office Statements. All persons assuming designated positions shall file statements within 30 days after assuming the designated positions, or if subject to Board confirmation, 30 days after being nominated or appointed.

(2) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Service Member's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(3) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(g) Periods Covered by Statements of Economic Interests.

(1) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable interests for the specified disclosure categories in section 1-2.01(d) herein held on the date of assuming office or, if subject to Board appointment, income received during the 12 months prior to the date of assuming office or the date of being appointed.

(2) Contents of Annual Statements. Annual statements shall disclose any reportable interests for the specified disclosure categories in section 1-2.01(d) held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office, whichever is later.

(3) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable interests for the specified disclosure categories in section 1-2.01(d) held

or received during the period between the closing date of the last statement filed and the date of leaving office.

(h) Manner of Reporting. Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission, and shall contain the information required therein.

MOJAVE
AIR AND SPACE PORT
STAFF MEMORANDUM

TO: Board of Directors
FROM: Kevin Wojtkiewicz
SUBJECT: Building 210 Water Valve Exposure and Shore
MEETING DATE: March 15, 2016

Background:

MASP has a main line water leak on the looped system that feeds Taxiway B. The leak is located under the concrete ramp south of hangar 210. The first phase of the project will be exposing and shore of the leak.

Bid results for exposure and shore of the leak:

1. Christensen Brothers – \$25,883.40
2. Griffith Company - \$32,723.00
3. W. M. Lyles - \$47,500.00

MASP recommends Christensen Brothers perform the specified work.

Impacts:

Fiscal: \$25,883.40

Environmental: This project is exempt under CEQA regulations section 15301 – repair of existing facility

Legal: N/A

Recommended Action:

- Approve Christensen Brothers to perform work detailed above.



Christensen Brothers General Engineering Inc.

21288 Papago Road - P.O. Box 1286 - Apple Valley - CA - 92307
 Phone: (760) 240-5236 FAX: (760) 961-2307

Lic. No.893188 From: Caleb Christensen Date: 3/10/2016

To: Estimator
 Estimating Department

Quote No: 1778
 FaxNo:
 Phone:

We propose to furnish you labor and material in strict accordance with the plans and specifications as follows:
Airport 20 Leak Location & Assessment

PROPOSAL SUMMARY

Mobilization	25,883.40
Total Proposal Price	25,883.40

Item No.	Description	Quantity	U/M	UnitPrice	Total Price
Mobilization					
1 1	Mobilization & Demobilization	1	LS	4,262.43	4,262.43
1 2	Sawcut 20' X 30' Concrete Area 18" Thick Break Remove & Haul	1	LS	4,890.08	4,890.08
1 3	Excavate & Install Shoring System Around Existing Pipeline	1	LS	10,349.63	10,349.63
1 4	Shoring In Ground Monthly	1	EA	1,900.95	1,900.95
1 5	Remove Shoring & Backfill	1	LS	4,480.31	4,480.31
1 6	Assist Airport Personnel In Repair (To Be Determined)	1	LS	0.00	0.00
Total for Mobilization					\$25,883.40
Total Proposal Price:					\$25,883.40

Date: _____ Accepted by: _____



**GRIFFITH
COMPANY**
License # 88

GRIFFITH COMPANY

Central Region

Building a Better California since 1902

1128 Carrier Parkway Avenue
Bakersfield, CA 93308
Phone: (661) 392-6640
FAX: (661) 393-9525



To: East Kern Airport District	Contact: Dave Russell
Address: 1434 Flight Line Mojave, CA	Phone: 661: 824 - 2433
Project Name: EKAD Water Leak	Bid Number:
Project Location:	Bid Date: 3/10/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Expose Suspected Leak. Shore And Leave For Repair	1.00	LS	\$32,723.00	\$32,723.00

Total Bid Price: \$32,723.00

Notes:

- Scope of work as detailed below:

Expose Water Leak near Hangar 210

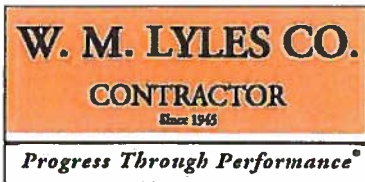
Mojave Air and Space Port is interested in discovering the cause of a water leak near the southerly corner of Building 210. Attached are construction plans showing the existing water pipes. We believe the leak is at the end of the original water line installation, where a later extension of the 20" diameter pipeline increased to 24" diameter. This location has experienced a water leak in the past. The airport maintenance staff has shut-down the water pipe at the leak location, and since the pipeline is looped, no tenants are without water service at this time.

The following is a brief description of the work to be performed by the contractor:

- The contractor exposing the leak must notify USA Locating prior to digging.
- Contractor shall saw-cut and remove a 20' x 30' portion of existing 12" thick non-reinforced concrete slab. Concrete shall be broken-down so that no dimension of any rubble piece exceeds 18 inches.
- Contractor shall haul broken-up Concrete Rubble from site and to Airport's Drainage Basin, located approximately 5000 feet to the southeast. Rubble shall be dumped in a pile at location directed by engineer.
- Contractor shall excavate trench material, exposing the water pipeline and the cause of the leak. The excavated material may be stacked neatly on site. Existing pipeline is approximately 9 feet deep and a 1 1/2" electrical conduit is near the bottom of the original trench – Contractor shall protect electrical conduit, water pipeline and appurtenances.
- Contractor shall install full-depth shoring to brace excavation – 10 feet minimum horizontal distance shall be provided between the shoring walls. Trench Shoring shall remain at the project excavation until water leak is repaired, which is beyond this discovery scope of this RFP. Assume 2 months.
- Contractor shall assist the Airport personal to determine the cause of the water leak and possible repair methods. The repair will be the subject of a subsequent RFP.
- Contractor shall pick-up Trench Shoring at end of the future repair project.

Please furnish a Fixed Lump Sum Price to perform the work described above. Any additional work deemed necessary by contractor shall be approved by the Airport prior to proceeding.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: GRIFFITH COMPANY - Default</p> <p>Authorized Signature: _____</p> <p>Estimator: Walt Weishaar (661) 392-6640 wweishaar@griffithcompany.net</p>
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California Contractor's License No. 422390

Central Division - Bakersfield Office
P.O. Box 80605
Bakersfield, CA 93380
Telephone (661) 387-1600
Fax (661) 387-1620

www.wmlyles.com
An Equal Opportunity Employer
DIR #1000001448

Date: March 9, 2016

To: Mojave Air and Space
1434 Flight Line
Mojave, CA 93501

Attn: Dave Russell

Re: Expose and Shore Leaking pipe

Mr. Russell,

In response to your invitation for quotation, we are pleased to make the following proposal:

We will furnish all labor, equipment, management, and materials for the following:

Table with 5 columns: Item, Description, Qty, Unit, Price. Row 1: 1, Expose Water Line Fitting for Inspection, 1, LS, \$ 47,500.00

Scope of work

Overall

The project consists of the demo and removal of a 20'x30'x1' thick section of unreinforced concrete pad at an existing hangar within the airport. Included in this scope is hauling the demolished concrete to a location +-5000 feet from the project site. This proposal also includes the excavation of an existing water pipeline, which is leaking, is suspected to be at a 20"x24" reducer fitting. Shoring of the excavation to allow for inspection of the leak to deduce necessary repair options, and the removal of the shoring after an assumed 2 month time period is included.

Project Specific Terms, Conditions, and Clarifications

- 1. The existing pipe is assumed to be 9' at the bottom of pipe in this area.
2. WML is aware there is a 1.5" electrical conduit near trench bottom to be protected in place.
3. Proposal is based on leaving the shoring within the excavation for a 2 month time period to allow for inspection/repair.
4. If a standard Performance and Payment Bond is required, add 0.50% to the lump sum price shown above.
5. This proposal is valid for 30 days.
6. Proposal is based on dirt spoils being stockpile adjacent to the work site.
7. This proposal is based on standard 8 hour work days. No overtime, weekend, or holiday work has been allowed.
8. This proposal does not include any environmental allowances in the event that special-status plants or species are discovered, or the actions that will be required if such event occurs.
9. W. M. Lyles Co. is signatory to the Laborers, Operators, Carpenters, Cement Mason, and Millwrights. This pricing includes union wages.
10. This proposal is based on the following exclusions:
a. Concrete testing, compaction testing, special testing, and inspection.
b. Liquidated damages and/or acceleration.
c. Engineering and/or design.

Corporate Office: 1250 W. Olive, Fresno, CA 93728 Telephone: (559) 441-1900 • Fax (559) 487-7958

- d. Purchasing of construction water.
- e. Storm water pollution prevention plan, permits, fees or implementation.
- f. Environmental engineering and implementation.
- g. California Regional Water Quality Control Board permits, fees, discharge requirements.
- h. Any electrical, SCADA, or programming.
- i. Dewatering of any kind.
- j. Backfilling of the excavation.
- k. Concrete work.

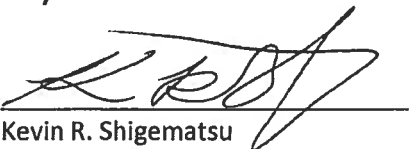
General Terms and Conditions:

1. This proposal includes costs for typical insurance policies: General Liability (\$2 million/\$4 million) and Automotive (\$1 million) with additional insured as requested along with standard Worker's Compensation (\$1 million) coverage. Additional insurance coverage that is requested or any payment of deductibles may be at an additional cost.
2. By law, the duty to indemnify shall not extend to the acts of willful misconduct or the active or sole negligence on the part of the Owner or anyone associated with him including design or engineering work submitted for our Scope.
3. If hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditionals are encountered, we will cease all operations and the Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any hazardous materials, unsuitable ground conditions, change in soil conditions or concealed conditions that are encountered shall be considered "extra work" under an approved Change Order.
4. Any authorized cost plus or force account work shall be completed under written direction per the agreed time and material section within the contractual documents or in absence, using our annual and most current labor and equipment rates along with our time and material calculation sheet.
5. In the absence of Dispute Resolution provisions in the contractual documents, any and all claims, controversies or disputes arising out of or relating to this agreement, or the breach thereof, which remain unresolved after good-faith and direct negotiations between the on-site Project Managers and after with the Corporate Officer(s) and authorized representative of the Owner (parties), shall then be submitted to confidential mediation with written notice in accordance with the rules and procedures for mediation then in effect under either JAMS for Mediation or the Construction Industry Mediation Rules of the American Arbitration Association. Continuing claims, controversies or disputes thereafter shall be submitted to binding Arbitration as allowed by California Law.
6. All contractual correspondence and payments shall be directed to our Corporate Office at PO Box 4377, Fresno, CA 93744.

Thank you for the opportunity in submitting this proposal.

W. M. Lyles Co.

By:



Kevin R. Shigematsu
Assistant Vice President

**Mojave Air & Space Port
Treasurer's Report
For the month ended February 29, 2016**

	General	County Treasury	LAIF	Total
Beginning Balance	<u>\$ 1,063,569.00</u>	<u>\$ 1,288,311.30</u>	<u>\$ 4,852,914.34</u>	<u>\$ 7,431,246.61</u>
Receipts:				
Operating Revenues	798,737.36	-	-	798,737.36
Interest Income	44.47	2,657.49	-	2,701.96
Tax Proceeds	<u>-</u>	<u>26,298.91</u>	<u>-</u>	<u>26,298.91</u>
Total Receipts	<u>798,781.83</u>	<u>28,956.40</u>	<u>-</u>	<u>827,738.23</u>
Expenditures:				
Operating Expenses	(750,366.92)	-	-	(750,366.92)
Project Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>(750,366.92)</u>	<u>-</u>	<u>-</u>	<u>(750,366.92)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Balance	<u>\$ 1,111,983.91</u>	<u>\$ 1,317,267.70</u>	<u>\$ 4,852,914.34</u>	<u>\$ 7,508,617.92</u>

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

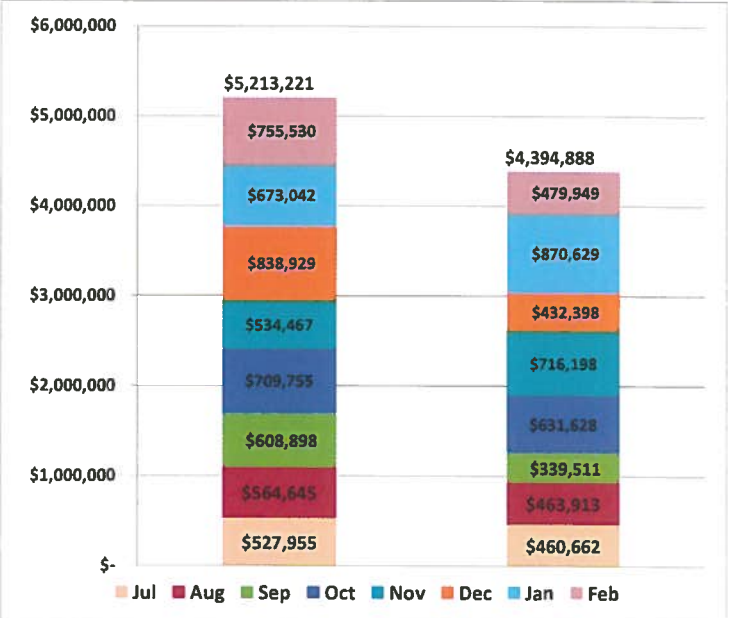
February 2016 Revenue and Expense Summary

Revenue		Expenses	
Fuel Sales	\$ 99,812	Personnel	\$ 209,377
Rents & Leases	\$ 376,800	Fuel	\$ 37,800
Other Revenue	\$ 278,918	Operating	\$ 232,772
Total Revenue	\$ 755,530	Total Expense	\$ 479,949

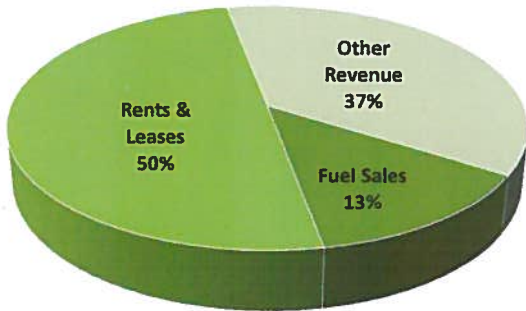


Year to Date Revenue and Expense Summary

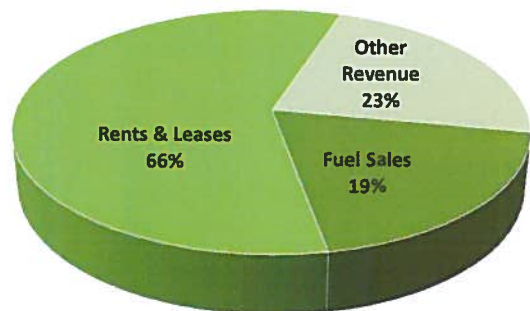
Revenue		Expenses	
Fuel Sales	\$ 1,007,615	Personnel	\$ 2,062,033
Rents & Leases	\$ 3,020,629	Fuel	\$ 543,302
Other Revenue	\$ 1,184,977	Operating	\$ 1,789,553
Total Revenue	\$ 5,213,221	Total Expense	\$ 4,394,888



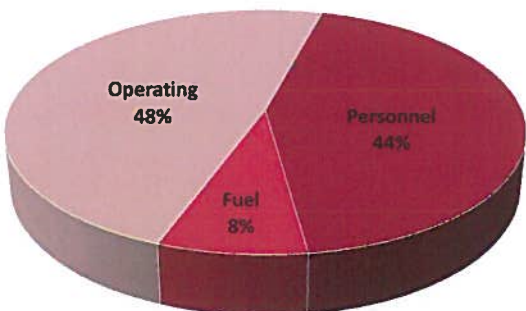
February Revenue



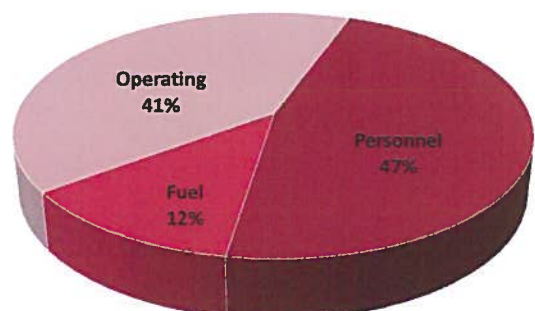
FY 15-16 Revenue



February Expenses



FY 15-16 Expenses



Mojave Air & Space Port Fuel Inventory Report

February 2016

JET A		
Beginning Inventory	68,376	
Gallons Delivered		
Gallons Purchased	27,342	
Defuels	-	
Total Gallons Delivered	27,342	
Gallons Pumped		
Gallons Sold	20,747	
Refuels	-	
Tank farm/Line truck sumps	60	
Delivery Samples	20	
Total Gallons Pumped	20,827	
Ending Inventory	74,891	
Physical Check	76,371	
Inventory Value at	1.73	\$132,121.83

AVGAS		
Beginning Inventory	11,125	
Gallons Delivered		
Gallons Purchased	-	
Gallons Pumped		
Gallons Sold	3,772	
Tank farm/Line truck sumps	60	
Delivery Samples	-	
Total Gallons Pumped	3,832	
Ending Inventory	7,293	
Physical Check	7,188	
Inventory Value at	4.07	\$29,255.16

LUBRICANTS		
Beginning Inventory	293	
Quarts Purchased	60	
Quarts Sold	0	
Ending Inventory	353	
Physical Check	353	
Aeroshell 100; 100W; 15/50 Multi 107 @ \$5.95; 135 @ \$6.02; 111 @ \$6.68		\$2,019.83

PRIST		
Beginning Inventory	117	
Cans Purchased	0	
Cans Sold	0	
Ending Inventory	117	
Physical Check - Cans	117	
Physical Check - Bulk	10.5	
117 CANS @ \$7.40; 10.5 (5) Gallons @ 120.15		\$2,127.38

UNLEADED FUEL		
Beginning Inventory	718.0	
Gallons Purchased	498.0	
Gallons Used	613.6	
Ending Inventory	602.4	
Physical Check	592.8	
Inventory Value at	\$2.21	\$1,310.09

DIESEL FUEL		
Beginning Inventory	540.0	
Gallons Purchased	303.0	
Gallons Used	354.0	
Ending Inventory	489.0	
Physical Check	499.0	
Inventory Value at	\$1.92	\$958.08

February 2016 Fuel Inventory \$167,792.37

**February Gallons Sold 24,519
Year to Date 255,051**

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	162.15	160.4	158.97	331.91	813.43	Notice to Terminate Sent
Flight Test Aerospace, Inc.	0.00	0.00	0.00	2,301.98	2,301.98	Balance over 90 days is for Hangar 100
Teri Roper	130.36	129.45	128.17	296.08	684.06	Tenant mailed check and setting up automatic payments
TOTALS	292.51	289.85	287.14	2,929.97	3,799.47	
Aged AR as of 3/11/2016	331,323.27	38,619.70	406.77	2,929.97	373,279.71	
Payment Arrangements included in 1-30 days						
Payment Arrangements						
Fiberset	14,184.56					
REM	26,930.41					
	41,114.97					

MOJAVE

AIR AND SPACE PORT

CEO REPORT

TO: MASP Board of Directors

FROM: Karina Drees

MEETING DATE: March 15, 2016

Goals and Objectives

- Carrie and I met with Duncan to begin the District-wide risk assessment. We anticipate having something for the Board to review in April or May.
- We continue to make improvements to the Board room and expect to complete everything in both building 58 and building 1 by June.

Airport Improvements

- The t-hangar entrance gate was damaged on Saturday when a vehicle struck the gate. It is likely beyond repair and may have to be replaced. We are working with the vehicle owner's insurance to replace the gate.
- Harold is in the process of having oleanders trimmed around the airport. We started at the Belshaw entrance for safety reasons.

Updates

- We have selected a new Director of Operations with a tentative start date of April 4. John Himes has an impressive background in airfield operations and we are fortunate he has agreed to join our team. Once he is trained up, Kevin will move into the Director of Planning role and begin focusing on planning and executing airport-wide projects and grant opportunities.
- April will be a busy month at the airport. We have activities planned nearly every weekend beginning with the 99's poker run April 2.
- I approved \$5,000 in event expense for the fly-in event April 16. Scaled has also contributed toward the event and MTM will contribute the rest. Airport expenses are covered assuming no major changes to the event plans.

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