

MOJAVE AIR AND SPACE PORT AT RUTAN FIELD

NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: June 4, 2024
Location: Board Room
1434 Flightline, Mojave, California
Time: 2:00 p.m.

Attending remotely:

Director Balentine, 16301 Koch St., Mojave, CA 93501
Director Morgan, 8735 NW Hazeltine St., Portland OR 97229

Zoom Video Conference

<https://us02web.zoom.us/j/88979840593?pwd=UWxUcHRVkm1aDdnUHA1cWR0VFFMUT09>

Phone: 669 444 9171
Meeting ID: 889 7984 0593
Passcode: 277366

AGENDA

- 1. Call to Order**
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Approval of Agenda

- 2. Community Announcements and Public Comments on Items not on the Agenda**

- 3. Consent Agenda** (*Staff recommends approval of consent items by one motion.*)
 - A. Minutes of the Regular Board Meeting of May 21, 2024.
 - B. Check Register dated May 29,2024; \$118,631.14.

- 4. Action Items**
 - A. 2023-2024 Audit with BHK (Director of Administration)
 - B. A Resolution of the Board of Directors of Mojave Air and Space Port requesting the Consolidation of Elections (Counsel)
 - C. Evolution Space, Inc., Bldg. 139 & Land Lease (CEO)

- 5. Reports**
 - A. Director of Administration
 - B. Facilities Report
 - i. Taxiway A Rehabilitation
 - ii. Roper Water Main Improvements

- iii. Hydraulic Water Modeling Update
- iv. Building 1 Fire Alarm
- v. Building 139
- C. Chief Executive Officer
 - i. Hangar Development Update (CEO)
 - ii. Inspection (CEO)
 - iii. Operations Count (CEO)
 - iv. Highlights (CEO)
- D. Board Committees

6. Director Comments on Items Not on the Agenda

7. Closed Session

- A. Existing Litigation (Govt Code 54956.9): Welton v. MASP
- B. Real Property Negotiations (Govt Code 54956.9)
 - Property: Hangar 977
 - Parties: Painter, MASP
 - Negotiator: CEO, General Counsel
 - Terms: Purchase

8. Closed Session Report

Adjournment

This Agenda was posted on May 31, 2024, by Jason Buck.

This meeting will be conducted in person and via zoom video conference. If you participate via zoom, please:

- **KEEP YOUR MIC MUTED** at all times that you are not making a comment in order to minimize noise during the meeting. Unmute only to make a comment on an agenda item.
- The general rules regarding public comment apply to those using zoom.
- Comments may also be made in the zoom chat function or via email to the Board Clerk at Lynn@mojaveairport.com prior to the start of the meeting.

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

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 MAY 21, 2024.

1. CALL TO ORDER

The meeting was called to order on Tuesday, May 21, 2024, at 2:00 p.m. by Director Morgan.

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

B. **Roll Call:**

Directors present: Allred, Balentine, Barney, Coleman, Morgan (via zoom).

Directors absent:

Staff: Acting CEO Sewell, DOA Rawlings, DO Fuels Smith, Counsel Nave, Contracts Manager Johansen, DOFuels Smith, DOF VanWey.

Others present via Zoom: Eric Schwartz, A. Svejda, Rosamond News, and 2 other unidentified participants.

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

2. Community Announcements/ Public Comments not on the Agenda

Cathy Hansen presented Plane Crazy Saturday on June 15 as a memorial service for Dick Rutan, services start at 11:30 and at 10:00 there will be a missing man formation flyover on the flightline.

3. Consent Agenda

Upon Motion by Director Barney, seconded by Director Balentine, the Board unanimously approved consent agenda items A and C. The Board discussed revising the May 14, 2024, minutes upon motion by Director Barney, seconded by Director Balentine the Board unanimously approved to revise the minutes from May 14, 2024.

- A. Minutes of the Regular Board Meeting of May 7, 2024
- B. Minutes of the Special Board Meeting of May 14, 2024
- C. Check register dated May 16, 2024; \$140,990.41.

4. Action Items

- A. Public Works Landscaping Contract Award-Sharper Landscaping.
DOF VanWey presented the Landscaping Renewal Contract to the Board. Upon motion by Director Coleman, seconded by Director Allred, the Board unanimously approved to award the Landscaping Contract to Sharper Landscaping.
- B. Approval of CEO Contract
Counsel updated the Board on the status of the CEO Contract. Statement read by Director Barney is attached to the minutes. Upon motion by Director Coleman

seconded by Director Allred, the Board voted 3-2 to approve the contract with Director Balentine and Director Barney voting “no.”

5. Reports

A. Chief Executive Officer

Acting CEO Sewell discussed the changes that didn't make it on the Agenda and presented her report to the Board.

- i. Spaceport License Renewal
Acting CEO Sewell updated the Board on the status of the Spaceport License and was happy to announce Mojave Air & Space Port is in compliance with no conditions.
- ii. Dick Rutan Resolution
Acting CEO Sewell showed the Board what the Resolution would look like when it's presented to the Family at the Memorial for Dick Rutan.
- iii. Hangar Development
Acting CEO updated Board on the Hangar Development inspection.
- iv. Highlights
- v. Acting CEO Sewell updated the Board on the highlights of the last two weeks.
- vi. Inspection
- vii. Acting CEO Sewell briefed the Board on a rescheduled date for the
- viii. Operations Counts
Acting CEO Sewell briefed the board on when to expect the Operations counts.
- ix. Board Committees
Director Barney gave a summary of their meeting.

6. Director Comments on Items not on the Agenda

Director Morgan commended the Tower Operators on how they handle the different aircraft at the same time.

Director Balentine asked about fuel discounts for Dick Rutan's Memorial.

ADJOURNMENT

There being no further business to come before the Board, the chair adjourned the meeting at 3:04 p.m.

Robert Morgan, President

ATTEST

Jimmy R. Balentine, Secretary

Director Barney- Statement

A quick summary of where we are: The board voted to make an offer to a CEO and then voted to contract Stu Witt to help find a CEO. And then I received a notice of a board member asking me – us - to score two candidates we have been speaking with against a list of items created by Stu Witt. I don't understand "why?"

I'm shocked we are in a situation where we made an offer to candidate without a background check or even discussing his resume as a group and then we have also done some things that are factually incoherent. We did not discuss an interview strategy, at least one board member was surprised we were going to interview a candidate at all at the last meeting. And not only did we not take a day to even sleep on our thoughts on the candidate we just spoke to, pertinent discussion was cut off and a vote was taken.

The point of having five of us is to bring different perspectives and discuss issues with the idea that we make decisions best when we do so together.

Not only are we moving forward with a candidate we did not vet against any criteria other than our own personal, obfuscated, ideas, we didn't even do that thoroughly.

And then we now have Stu on contract to find a CEO? And we are scoring two candidates, when we won't negotiate with one of them for some reason? And we are scoring using a sheet of questions that Stu intended as a medium for discussion to devise scoring criteria as a board - it was never intended as the final product.

I am deeply concerned at the lack of willingness to coordinate as a board.

And am particularly concerned about the lack of diligence we are collectively putting into shooting an offer to the latest candidate. I'm not going to pontificate on what a significant, complex, unique facility this is – we all know. I do believe we should be treating the process of hiring a CEO with more thoughtfulness and more care.

I recommend we not continue with the offer – we thank our latest candidate for his enthusiasm and initiative, and he has put himself uniquely on our radar.

And then we come up with an actual methodology for hiring. Including:

- What we want in a CEO
- How are we going to solicit applicants
- How are we going to narrow down candidates
- How we are going to do a background check

Date: Wednesday, May 29, 2024
 Time: 02:33PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 12-24 As of: 5/29/2024

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

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
065017	CK	6/4/2024	1314 Mead & Hunt	12-24	056337	VO	367573CIP #17	5/19/2024	0.00	13,893.28
065018	CK	6/4/2024	1314 Mead & Hunt	12-24	056340	VO	364899/CIP #17	4/8/2024	0.00	6,583.00
065019	CK	6/4/2024	1314 Mead & Hunt	12-24	056397	VO	367606	5/19/2024	0.00	9,985.23
065020	CK	6/4/2024	1424 Mezzanine Distributors, LLC	12-24	056377	VO	3399	5/17/2024	0.00	88,169.63

Check Count: 4

Acct Sub Total: 118,631.14

Check Type	Count	Amount Paid
Regular	4	118,631.14
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:	4	118,631.14

Company Disc Total 0.00 Company Total 118,631.14



AIR & SPACE PORT
AT RUTAN FIELD

STAFF MEMORANDUM

TO: Board of Directors

FROM: Carrie Rawlings

SUBJECT: **Audit Review**

MEETING DATE: June 4, 2024

Background:

The District has received an engagement letter from Barbich Hooper King Dill Hoffman, LLP - BHK to conduct the annual and single audit for 2023-2024. The cost of our annual audit will be \$36,000 and our single audit for our grants will be \$5,000-\$10,000 depending on number of hours need to complete the audit.

Impacts:

Fiscal: NTE \$46,000 budgeted dollars

Environmental: None

Legal: None

Recommended Action:

Direct staff what proposal to accept for 2023-2024 annual and single audit.



May 24, 2024

To the Board of Directors and Management
of Mojave Air and Space Port
1434 Flightline
Mojave, CA 93501

We are pleased to confirm our understanding of the services we are to provide for Mojave Air and Space Port (the District) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the financial statements, including the disclosures,, which collectively comprise the basic financial statements, of Mojave Air and Space Port as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Mojave Air and Space Port's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Mojave Air and Space Port's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of proportionate change of net pension liability
- 3) Schedule of pension contributions
- 4) Schedule of changes in the District's total OPEB liability and related ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Mojave Air and Space Port's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and

Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Mojave Air and Space Port's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Mojave Air and Space Port's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Mojave Air and Space Port's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include

identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in

the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Mojave Air and Space Port in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Mojave Air and Space Port; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Barbich Hooper King Dill Hoffman and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any

such request. If requested, access to such audit documentation will be provided under the supervision of Barbich Hooper King Dill Hoffman personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal awarding agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Mark Gehring is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit approximately middle of September.

Our fees for these services will be \$36,000 based on the number of hours required at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). In addition, for any year requiring an A-133 audit, these costs will be \$5,000 - \$10,000 per year in which it is needed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

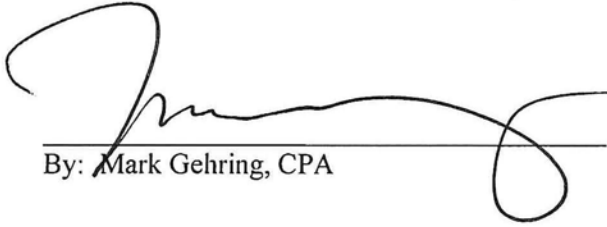
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of Mojave Air and Space Port. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Mojave Air and Space Port and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

**BARBICH HOOPER KING
DILL HOFFMAN, LP**



A handwritten signature in black ink, appearing to read 'Mark Gehring', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

By: Mark Gehring, CPA

The above terms and conditions are accepted and affirmed:

By: _____

Date: _____



STAFF MEMORANDUM

TO: Board of Directors
FROM: Lynn Johansen
SUBJECT: Consolidating Election with Statewide General Elections
MEETING DATE: June 4, 2024

Background:

Kern County is requesting an updated resolution from MASP requesting a Non-Date Specific Consolidated Election with the Statewide General Elections. This is the same type of electoral procedure MASP has participated in the past; stating it be consolidated with the statewide election to be held on the same day for the same district territory. The resolution also states the District will reimburse Kern County for MASP's share of costs pertaining to the services that are provided based on the Election Code and remain in effect until rescinded.

Impacts:

Fiscal: Fee will be based on the Election Code Section 10002
Environmental: None
Legal: None

Recommended Action:

Staff recommends approval of the resolution on the Consolidation of Elections.

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MOJAVE AIR AND SPACE PORT AT RUTAN FIELD REQUESTING THE
CONSOLIDATION OF ELECTIONS**

Whereas, an election shall be conducted for the Mojave Air and Space Port pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code on November 5, 2024, for the purpose of electing three members of the Board Directors; and,

Whereas, the Board of Directors wishes the Election Division of the Office of the County Clerk to conduct said election; and,

Whereas, pursuant to Section 10403 and 10418 et. Seq. of the Election Code, said election may be consolidated with the statewide election to be held on the same day; and,

Whereas, the Board of Directors desires that this District's General Election be consolidated with any other elections that may be held on the same date and involving the same territory; and,

Now, Therefore, Be It Resolved by the Mojave Air and Space Port at Rutan Field Board of Directors that the General District election of this District is to be held on November 5, 2024, and consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et. Seq. of the Elections Code; and,

Be It Further Resolved that, pursuant to Election Code Section 10002, the District shall reimburse the County in full for the services performed upon presentation of a bill from the County to the District.

Adopted, Signed and Approved this 4th day of June, 2024.

Robert Morgan, President

ATTEST:

Jimmy R. Balentine, Secretary



DISTRICT REQUEST FOR CONSOLIDATED ELECTION SERVICES

(For Schools and Special Districts)

DISTRICT NAME:	
DISTRICT TYPE (select one): <input type="checkbox"/> School District <input type="checkbox"/> Special District	
MAILING ADDRESS: _____	
STREET	CITY
ZIP CODE	
Please select one of the following: <input type="checkbox"/> SUPERINTENDENT <input type="checkbox"/> MANAGER <input type="checkbox"/> SECRETARY	
NAME:	TITLE:
CONTACT PERSON (IF DIFFERENT FROM ABOVE):	
NAME:	TITLE:
PHONE NUMBER:	FAX NUMBER:
PRIMARY EMAIL:	SECONDARY EMAIL:
DISTRICT RESPONSIBILITIES:	ELECTIONS DIVISION SERVICES:
<ul style="list-style-type: none"> • Notify the Elections Division of any vacancies prior to the deadline of June 28, 2024 (E-130) • Prepare a resolution calling for the election on special measures and submit to the Kern County Elections Division no later than August 9, 2024 (E-88) • Reimburse the County of costs allocated in accordance with the County billing policy for consolidated elections • Return the following to the Kern County Elections Division no later than July 3, 2024 (E-125): <ul style="list-style-type: none"> ○ Notice of Elective Offices to be Filled ○ District Request for Consolidated Election Services 	<ul style="list-style-type: none"> • Prepare a measure calendar of events and due dates for election • Publish the Notice of Election • Prepare and process the filing of nomination documents and signatures • Establish polling places and recruit election workers • Arrange for Spanish translations of all materials for all voters • Prepare and arrange for printing of sample ballot booklets, candidate statements, and ballots • Conduct the Vote by Mail and canvass processes • Provide a copy of the election certification and final results • Furnish Certificates and Oaths of Office <p>If a measure is to be consolidated with the election:</p> <ul style="list-style-type: none"> • Prepare a measure calendar of events and due dates for election • Publish measure information (notice to submit arguments, etc.) • Determine all argument information, e.g. dates, max number of words, format, ect.
AUTHORIZED REPRESENTATIVE	

The undersigned request the above election services to be performed by the Kern County Elections Official.

_____ *SIGNATURE OF SECRETARY*

_____ *Date*

DISTRICT SEAL:



THIS PAGE IS LEFT INTENTIONALLY BLANK



STAFF MEMORANDUM

TO: Board of Directors

FROM: Arielle Sewell, Acting CEO

SUBJECT: Evolution Space, Inc. -Bldg. 139 & Land

MEETING DATE: June 4, 2024

Evolution Space, Inc. is a vertical integrated rapid responsive solid propulsion and launch company in Tehachapi, CA with satellite locations in Washington, DC, Zion, Ill, and NASA Stennis Space Center, MS., looking to expand to MASP. Evolution is requesting a One-year lease with a One-year Option.

Impacts:

Fiscal: \$2,108.24 monthly \$25,298.91 annually

Environmental: CEQA Exempt

Legal: None

Recommended Action:

Staff recommends approval of the 1 yr. lease with 1 yr. option and authorization for CEO to execute the agreement with counsel approval.

Lease Agreement

THIS LEASE ("Lease") is entered into as of January 2, 2024 ("Effective Date") by Mojave Air & Space Port, a California Airport District ("Landlord") and Evolution Space, Inc. ("Tenant").

ARTICLE 1. BASIC LEASE PROVISIONS

1.1 Landlord: Mojave Air & Space Port

1.2 Tenant: Evolution Space, Inc.

1.3 Rental Commencement Date: June 5, 2024

1.4 Premises: Building. 139 and Land, 16671 Roper St., Mojave, CA 93501, as more specifically described on Exhibit A attached hereto.

1.5 Rentable area: Approximately 2,400 sq. ft. of Building. & 8,314 sq ft of Land.

1.6 Lease term:

Basic Term: One (1) year, computed from the first day of the first calendar month on or after the Rental Commencement Date.

Renewal Term: One (1) year option, exercisable pursuant to Section 22.17.

1.7 Annual Rental:

<u>Year(s)</u>	<u>Monthly Rental</u>	<u>Annual Rental</u>
2024	\$2,108.24	\$25,298.91

On June 1, 2025, and each year thereafter, including during the Renewal Term, if any, Annual Rental shall be adjusted in accordance with Section 4.2.

1.8 Use of Premises: The Premises shall be occupied and used by Tenant for the sole purpose of research, design, fabrication and storage, design, storage, and for no other use or purpose.

1.9 Late charge: If Rent is not paid by the first day of the month, Landlord shall also be paid by Tenant interest at the rate of 1.5% per month on the unpaid balance of such Rent until paid in full.

1.10 Addresses for notices and rent payment:

Landlord:
Mojave Air & Space Port
Attn: Contracts Manager
1434 Flightline Mojave, CA 93501
661.824.2433
www.mojaveairport.com

Tenant:
Evolution Space, Inc.
Attn: Josh Marino
3220 21st St., Zion, IL, 60099
713.614.4363
josh@evolutionspace.com

**Mojave Air & Space Port
Treasurer's Report
For the month ended April 30, 2024**

	<u>General</u>	<u>County Treasury</u>	<u>LAIF</u>	<u>Total</u>
Beginning Balance	\$ 3,581,624.48	\$ 3,350,883.78	\$ 3,333,159.11	\$ 10,265,667.37
Receipts:				
Operating Revenues	1,286,464.49	-	-	1,286,464.49
Interest Income	148.99	11,550.54	35,618.14	47,317.67
Tax Proceeds	-	315,447.84	-	315,447.84
Total Receipts	<u>1,286,613.48</u>	<u>326,998.38</u>	<u>35,618.14</u>	<u>1,649,230.00</u>
Expenditures:				
Operating Expenses	(1,222,832.74)	-	-	(1,222,832.74)
Project Expenses	-	-	-	-
Total Expenditures	<u>(1,222,832.74)</u>	<u>-</u>	<u>-</u>	<u>(1,222,832.74)</u>
Transfers:				
Between General and County Treasury	-	-	-	-
Between General and LAIF	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Balance	<u>\$ 3,645,405.22</u>	<u>\$ 3,677,882.16</u>	<u>\$ 3,368,777.25</u>	<u>\$ 10,692,064.63</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 Fuel Inventory Report

APRIL 2024

JET A		
Beginning Inventory	90,656	
Gallons Delivered		
Gallons Purchased	126,822	
Defuels	-	
Total Gallons Delivered	126,822	
Gallons Pumped		
Gallons Sold	135,761	
Refuels	-	
Tank farm/Line truck sumps	80	
Delivery Samples	16	
Total Gallons Pumped	135,857	
Ending Inventory	81,621	
Physical Check	83,275	
Inventory Value at	3.37	\$280,636.75

AVGAS		
Beginning Inventory		11,828
Gallons Delivered		
Gallons Purchased		-
Gallons Pumped		
Gallons Sold		4,284
Tank farm/Line truck sumps		-
Delivery Samples		-
Total Gallons Pumped		4,284
Ending Inventory		7,544
Physical Check		7,020
Inventory Value at	4.90	\$34,398.00

LUBRICANTS		
Beginning Inventory	133	
Quarts Purchased	36	
Quarts Sold	7	
Ending Inventory	126	
Physical Check	162	
Aeroshell 110; 100W; 15/50 Multi 97@ \$8.37; 8@ \$8.35; 28@ \$11.29		\$1,436.96

PRIST		
Beginning Inventory		5.9
Cans Purchased		0
Cans Sold		0
Ending Inventory		6
Physical Check - Cans		117
Physical Check - Bulk		14.9
117 CANS @ \$7.40; 14.9 Gallons @ 132		\$2,832.60

UNLEADED FUEL		
Beginning Inventory	748.8	
Gallons Purchased	678.0	
Gallons Used	602.4	
Ending Inventory	824.4	
Physical Check	780.0	
Inventory Value at	\$3.84	\$2,994.42

DIESEL FUEL		
Beginning Inventory		832.0
Gallons Purchased		235.0
Gallons Used		246.8
Ending Inventory		820.2
Physical Check		795.6
Inventory Value at	\$4.22	\$3,356.64

April 2024 Fuel Inventory \$325,655.37

April Gallons Sold 140,045
Year to Date 988,023

MOJAVE AIR & SPACE PORT
Revenue and Expense by Function
For the Ten Months Ending Tuesday, April 30, 2024

Description	Rents & Leases Aviation	Rents & Leases Non-aviation	Flight Related Activities	Non-flight Related Activities	Total
Operating Revenue					
Fuel Sales & Services	5,426	-	4,401,981	-	4,407,407
Cost of Fuel & Lubricants Sold	-	-	3,154,091	-	3,154,091
Gross Profit on Fuel Sales & Services	5,426	-	1,247,890	-	1,253,317
Rents & Leases	4,915,908	1,741,050	3,376	32,956	6,693,290
Other Revenue	-	-	1,169	255,279	256,448
Total Operating Revenue	4,921,335	1,741,050	1,252,436	288,235	8,203,055
Operating Expense					
Salaries & Benefits	1,324,592	904,836	975,778	531,637	3,736,843
Noncapitalized Equipment	77,380	25,180	15,027	13,443	131,031
Supplies	66,633	31,925	77,949	15,394	191,900
Licensing & Software	26,084	15,526	14,946	20,589	77,145
Communications	20,881	12,983	12,239	9,048	55,152
Training & Travel	2,526	1,100	1,060	60,164	64,850
Permits & Fees	4,305	909	4,179	3,542	12,935
Repairs & Maintenance	313,836	181,478	111,091	4,694	611,099
Engineering Services	140,890	94,481	65,796	57,521	358,688
Legal & Accounting Services	67,011	-	-	129,994	197,005
Operating Services	396,153	121,230	120,827	65,322	703,532
Bad Debts	-	3,106	-	-	3,106
Dues & Subscriptions	9,045	5,527	7,144	15,456	37,171
Insurance	117,059	76,176	117,059	76,176	386,470
Marketing	6,162	6,149	6,149	52,948	71,409
Rent Expense	9,227	4,275	84,075	3,717	101,294
Utilities	138,972	200,003	47,647	46,912	433,534
Tenant Retention	3,166	3,166	-	-	6,331
Miscellaneous	2,771	2,982	21,102	41,522	68,377
Depreciation	802,763	28,517	1,271,709	45,055	2,148,044
Expense Reimbursements	-	-	(31,143)	(122,957)	(154,100)
Total Operating Expense	3,529,454	1,719,549	2,922,635	1,070,178	9,241,816
Excess (Deficit) of Operating Revenue over Operating Expense	1,391,880	21,501	(1,670,199)	(781,943)	(1,038,761)
Nonoperating Revenue					
Property Taxes	420,781	140,260	-	-	561,041
Interest Income	-	-	-	137,322	137,322
Other Nonoperating Revenue	-	-	-	1,450	1,450
Total Nonoperating Revenue	420,781	140,260	-	138,772	699,813
Nonoperating Expense					
Other Nonoperating Expense	-	-	-	-	-
Total Nonoperating Expense	-	-	-	-	-
Excess (Deficit) of Revenue over Expense	1,812,661	161,761	(1,670,199)	(643,171)	(338,948)
FAA Projects					
Grants In Aid-Federal/State	-	-	1,302,181	-	1,302,181
FAA Projects Expense	-	-	-	1,239,097	1,239,097
Excess (Deficit) of FAA Projects Revenue over FAA Projects Expense	-	-	1,302,181	(1,239,097)	63,084
Reserve Designations					
Infrastructure Projects	-	-	-	1,989,854	1,989,854
Property Investments	-	-	-	105,500	105,500
Building Improvements	-	-	-	491,892	491,892
Equipment	-	-	-	244,519	244,519
Employee Benefits	-	-	-	250,000	250,000
Total Reserve Designations	-	-	-	3,081,765	3,081,765

Mojave Air & Space Port
Customers Over 90 Days Past Due

	1-30 Days	31-60 Days	61-90 Days	90+ Days	TOTAL	Comments
American Verde Technologies	28.89	0.00	15.65	1,654.35	1,698.89	Vacated Property - should be sending payment
High Desert Wireless	0.00	0.00	0.00	601.30	601.30	Vacated Property - making payments
Aged AR as 5/29/2024	90,337.26	196,524.94	69,544.55	2,255.65	358,662.40	



STAFF MEMORANDUM

TO: Board of Directors

FROM: Floyd VanWey, Director of Facilities

SUBJECT: Facilities Report

MEETING DATE: June 4, 2024

- I. Taxiway A Rehabilitation
 - a. Directional Bore and open trench work complete 5/30.
 - b. Direct burial cabling investigation done on 5/30.
 - c. Pavement repair complete Landside open 5/31.
 - d. Phase one completed 6/3.
- II. Roper Water Main Improvement
 - a. Water line and all hydrant and services are now active. As-Built drawings pending.
 - b. Certificate of Substantial Completion issued April 30, 2024
 - c. Punch list items completed 5/30
 - d. GIS data update scheduled 6/13
- III. Hydraulic Model
 - a. M&H continue to work on their preliminary model and will be incorporating “as-built” data from the Roper Water Main Improvement Project, staff and M&H will be meeting later this week.
- IV. Building 1 Fire Alarm
 - a. Installation completed 5/29, system commissioning pending KC Fire Prevention approval.
- V. Building 139
 - a. All Repairs completed 5/31



AIR & SPACE PORT
AT RUTAN FIELD

CEO REPORT

TO: MASP Board of Directors
FROM: Arielle Sewell, Acting CEO
MEETING DATE: June 4, 2024

Updates

Hangar Development Update – Staff continues to work closely with Local Equity providing documentation pertaining to leases adjacent to the proposed GA area and information regarding underground utilities along with current pictures to further assist Local Equity in their research and design process. Our teams are scheduled to meet again on June 6th.

Inspection Updates- CalTrans Division of Aeronautics has updated that they will be coming out this month to conduct FAA Airport Master Record (FAA Form 5010-1) update and State permit compliance inspection. Anticipated inspection date is June 10th.

Kimley Horn was on site on May 29th and 30th to continue to work on the Explosive Site Plan and improve the quality of safety that Mojave provides for its tenants, traveling public, and local communities. During this visit we worked to accurately map the test sites, their hazard radii. With this information we will create an accurate representation of the sites, fuels and propellants used at the sites, and come up with a plan to improve safety.

Operations Count – Operations counts for May 2023 were 1,992. A separate handout will be available with updated counts for 2024.

Highlights –

- FAR Out conference will be held at the event center on June 7th
- Dick Rutan Memorial Ceremony and Fly-In on Plane Crazy Saturday, June 15th
- Runway Safety Action Plan review will be held mid to late June, Pilot Controller Forum in mid July, and RSAT meeting on August 28th.
- CalState LA UAS Competition on June 22nd



AIR & SPACE PORT
AT RUTAN FIELD

CEO AUTHORIZED ITEMS

Property Rented

- ➔ Aerospace Operations, Bldg. 1, Rm. 8, M-M
- ➔ Terra-Gen, Bldg. 155 & Land, 1 yr., 4/6 month options
- ➔ Terra-Gen, Area "H", Land, 1 yr., 4/6 month options
- ➔ Terra-Gen, Area "I", Land, 1 yr., 4/6 month options
- ➔ Edwards, Hangar 942, M-M

Authorized Payments

BOARD MEETING: 6/4/24	DATE	AMOUNT	EFT'S	TOTAL
CEO CHECK REGISTER	5/22/2024	128,710.99		128,710.99
	5/29/2024	31,258.72		31,258.72
EFT'S	5/29/2024		332,866.63	332,866.63
		159,969.71	332,866.63	492,836.34
BOD CHECK		13,893.28		
		6,583.00		
		9,985.23		
		88,169.63		
CHECK TOTAL		118,631.14		118,631.14
VOID CHECK	65013			
	65014			
	65015			
	65017			
TOTAL ALL CHECKS & EFT'S				611,467.48

Date: Wednesday, May 22, 2024
 Time: 02:55PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/22/2024

Page: 1 of 5
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: MASP										
Acct / Sub:	101000		1200							
064956	CK	5/22/2024	0109 AT&T	11-24	056341	VO	29683334/0524	5/1/2024	0.00	745.09
064956	CK	5/22/2024	0109 AT&T	11-24	056351	VO	34122793/0524	5/7/2024	0.00	121.45
064956	CK	5/22/2024	0109 AT&T	11-24	056352	VO	8123831139/0524	5/7/2024	0.00	121.45
Check Total										987.99
064957	CK	5/22/2024	0187 AFLAC	11-24	056376	VO	090087	5/25/2024	0.00	1,484.46
064958	CK	5/22/2024	0234 Banyan	11-24	056353	VO	2094901	5/10/2024	0.00	271.96
064959	CK	5/22/2024	0296 Communication Enterprises, Inc	11-24	056357	VO	1118650	5/7/2024	0.00	2,357.36
064960	CK	5/22/2024	0396 CDW Government	11-24	056355	VO	RB22210	5/1/2024	0.00	5,292.32
064960	CK	5/22/2024	0396 CDW Government	11-24	056356	VO	RF30051	5/9/2024	0.00	18,975.87
Check Total										24,268.19
064961	CK	5/22/2024	0548 Big Sky Fire Equipment	11-24	056354	VO	0504201	5/8/2024	0.00	2,083.70
064962	CK	5/22/2024	0557 Amazon Capital Services, Inc.	11-24	056344	VO	19NKX19M1V1D	5/8/2024	0.00	398.96
064962	CK	5/22/2024	0557 Amazon Capital Services, Inc.	11-24	056345	VO	1CHK4QNCPFKC	5/11/2024	0.00	144.22
064962	CK	5/22/2024	0557 Amazon Capital Services, Inc.	11-24	056346	VO	1FK4MHJD69GK	5/17/2024	0.00	857.04
064962	CK	5/22/2024	0557 Amazon Capital Services, Inc.	11-24	056347	VO	1Y36JKRKFWRD	5/14/2024	0.00	56.18
064962	CK	5/22/2024	0557 Amazon Capital Services, Inc.	11-24	056348	VO	1WQR4HPVGQ4	5/19/2024	0.00	818.20
064962	CK	5/22/2024	0557 Amazon Capital Services, Inc.	11-24	056349	VO	1DPTGQ1HWWDH	5/2/2024	0.00	21.43
064962	CK	5/22/2024	0557 Amazon Capital Services, Inc.	11-24	056350	VO	11PW1LPQ4LXL	5/7/2024	0.00	261.94
Check Total										2,557.97

Date: Wednesday, May 22, 2024
 Time: 02:55PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/22/2024

Page: 2 of 5
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
064963	CK	5/22/2024	0598 Everbridge, Inc.	11-24	056395	VO	M81775	5/14/2024	0.00	19,858.00
064964	CK	5/22/2024	0615 Federal Express	11-24	056358	VO	849576499	5/10/2024	0.00	39.08
064964	CK	5/22/2024	0615 Federal Express	11-24	056359	VO	849576500	5/10/2024	0.00	27.42
									Check Total	66.50
064965	CK	5/22/2024	0717 Geographic Data and	11-24	056375	VO	GD109729	4/30/2024	0.00	1,320.00
064966	CK	5/22/2024	0732 Ferguson Enterprises LLC #1350	11-24	056364	VO	4282698	5/13/2024	0.00	1,712.98
064966	CK	5/22/2024	0732 Ferguson Enterprises LLC #1350	11-24	056365	VO	4270051	5/13/2024	0.00	1,854.56
064966	CK	5/22/2024	0732 Ferguson Enterprises LLC #1350	11-24	056366	VO	4254693	5/3/2024	0.00	228.29
064966	CK	5/22/2024	0732 Ferguson Enterprises LLC #1350	11-24	056367	VO	3613260	5/3/2024	0.00	3,771.93
									Check Total	7,567.76
064967	CK	5/22/2024	0751 The Gibbons Family LLC	11-24	056368	VO	INVST PMT/0524	5/1/2024	0.00	6,471.55
064968	CK	5/22/2024	0791 Handel Plumbing Incorporated	11-24	056372	VO	24-054	5/15/2024	0.00	3,812.00
064969	CK	5/22/2024	0842 J. Hitchcock Riverwest	11-24	056370	VO	INVST PMT/0524	5/1/2024	0.00	4,314.37
064970	CK	5/22/2024	0850 Herc Rentals	11-24	056371	AD	CM34442996-002	5/7/2024	0.00	-457.01
064970	CK	5/22/2024	0850 Herc Rentals	11-24	056393	VO	34534075-002	5/2/2024	0.00	396.42
064970	CK	5/22/2024	0850 Herc Rentals	11-24	056394	VO	34534075-003	5/14/2024	0.00	1,189.26
									Check Total	1,128.67
064971	CK	5/22/2024	0866 The Home Depot Credit Plan	11-24	056390	VO	0424	5/1/2024	0.00	7,940.37
064972	CK	5/22/2024	0897 Core and Main LP	11-24	056363	VO	U833918	5/6/2024	0.00	1,044.09

Date: Wednesday, May 22, 2024
 Time: 02:55PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/22/2024

Page: 3 of 5
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
064973	CK	5/22/2024	1086 Joyce Media, Inc.	11-24	056373	VO	49785	5/6/2024	0.00	383.00
064974	CK	5/22/2024	1103 KERN COUNTY DEPT.	11-24	056338	VO	170722024	4/10/2024	0.00	11.08
064975	CK	5/22/2024	1106 Elmer F. Karpe, Inc.	11-24	056369	VO	INVST PMT/0524	5/1/2024	0.00	10,785.92
064976	CK	5/22/2024	1161 Kern Auto Parts Inc	11-24	056374	VO	998324	4/30/2024	0.00	142.88
064977	CK	5/22/2024	1178 Kimley-Horn and Associates, Inc.	11-24	056339	VO	27862174	4/30/2024	0.00	4,375.00
064978	CK	5/22/2024	1254 Lincoln Nat'l Life Ins. Co.	11-24	056391	VO	4703106233	4/11/2024	0.00	1,215.40
064979	CK	5/22/2024	1390 Mission Linen Supply	11-24	056378	VO	521528728	5/2/2024	0.00	145.49
064979	CK	5/22/2024	1390 Mission Linen Supply	11-24	056379	VO	521528729	5/2/2024	0.00	131.99
064980	CK	5/22/2024	1800 Ramos Strong Inc	11-24	056362	VO	0400730	5/13/2024	0.00	3,624.37
064981	CK	5/22/2024	1896 Speedy Car Wash	11-24	056384	VO	7050	5/1/2024	0.00	200.00
064982	CK	5/22/2024	1925 Sparkletts	11-24	056385	VO	13703338050924	5/9/2024	0.00	1,165.78
064983	CK	5/22/2024	1952 Southern California Edison	11-24	056381	VO	616545683/0524	5/16/2024	0.00	1,806.92
064983	CK	5/22/2024	1952 Southern California Edison	11-24	056382	VO	870730749/0524	5/17/2024	0.00	8,431.82
064983	CK	5/22/2024	1952 Southern California Edison	11-24	056383	VO	196090594/0524	5/16/2024	0.00	1,082.27
Check Total										11,321.01

Date: Wednesday, May 22, 2024
 Time: 02:55PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/22/2024

Page: 4 of 5
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
064984	CK	5/22/2024	1954 Southern California Gas	11-24	056360	VO	34670645/0524	5/12/2024	0.00	28.50
064985	CK	5/22/2024	2045 Shreds Unlimited Inc	11-24	056380	VO	26410	5/9/2024	0.00	45.00
064986	CK	5/22/2024	2050 The Tire Store	11-24	056386	VO	181485	4/30/2024	0.00	90.00
064986	CK	5/22/2024	2050 The Tire Store	11-24	056387	VO	131717	4/23/2024	0.00	1,220.00
064986	CK	5/22/2024	2050 The Tire Store	11-24	056388	VO	181152	4/15/2024	0.00	50.00
064986	CK	5/22/2024	2050 The Tire Store	11-24	056389	VO	180935	4/4/2024	0.00	50.00
									Check Total	1,410.00
064987	CK	5/22/2024	2091 Screenflex Portable Partitions	11-24	056342	VO	24878	5/2/2024	0.00	3,692.62
064988	CK	5/22/2024	3017 Carmelita Panko	11-24	056392	VO	0524	5/22/2024	0.00	758.01
064989	CK	5/22/2024	3027 Nicole Altman	11-24	056343	VO	051224	5/12/2024	0.00	165.00
064990	CK	5/22/2024	3867 Everado Venegas	11-24	056361	VO	051624	5/16/2024	0.00	1,575.00

Check Count: 35

Acct Sub Total: 128,710.99

Check Type	Count	Amount Paid
Regular	35	128,710.99
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:	35	128,710.99

Date: Wednesday, May 22, 2024
Time: 02:55PM
User: CPANKO

Mojave Air & Space Port
Check Register - Standard
Period: 11-24 As of: 5/22/2024

Page: 5 of 5
Report: 03630.rpt
Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid	
						Company Disc Total				0.00	Company Total	128,710.99

Date: Wednesday, May 29, 2024
 Time: 12:50PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/29/2024

Page: 2 of 3
 Report: 03630.rpt
 Company: MASP

Check Nbr	Check Type	Check Date	Vendor ID	Period		Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
			Vendor Name	To Post	Closed						
065003	CK	5/29/2024	1672 Proprietary Controls Systems	11-24		056415	VO	365608	5/16/2024	0.00	406.88
065004	CK	5/29/2024	2136 UNUM Life Ins. Co.	11-24		056416	VO	0624	5/10/2024	0.00	3,636.52
065005	CK	5/29/2024	2230 Verizon Wireless	11-24		056398	VO	9963978013	5/12/2024	0.00	1,531.23
065006	CK	5/29/2024	2450 Xerox Corporation	11-24		056408	VO	504510597/0524	5/3/2024	0.00	279.79
065007	CK	5/29/2024	3010 Jim Balentine	11-24		056414	VO	052324	5/23/2024	0.00	449.94
065008	CK	5/29/2024	3025 Logan Altman	11-24		056407	VO	052424	5/29/2024	0.00	536.00
065009	CK	5/29/2024	3030 Sonia Valenzuela	11-24		056402	VO	052524	5/28/2024	0.00	488.65
065010	CK	5/29/2024	3039 Adriana Huerta	11-24		056412	VO	052024	5/21/2024	0.00	349.85
065011	CK	5/29/2024	3650 Javier Ruiz	11-24		056413	VO	051524	5/23/2024	0.00	180.00
065012	CK	5/29/2024	3864 Carrie Rawlings	11-24		056396	VO	052324	5/23/2024	0.00	40.00

Date: Wednesday, May 29, 2024
 Time: 12:50PM
 User: CPANKO

Mojave Air & Space Port
Check Register - Standard
 Period: 11-24 As of: 5/29/2024

Page: 3 of 3
 Report: 03630.rpt
 Company: MASP

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

Check Count: 22

Acct Sub Total: 31,258.72

Check Type	Count	Amount Paid
Regular	22	31,258.72
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:	22	31,258.72

Company Disc Total	0.00	Company Total	31,258.72
---------------------------	-------------	----------------------	------------------



AIR & SPACE PORT
AT RUTAN FIELD

Electronic Fund Transfers May 14 through May 29, 2024

Date		Amount
5/15/2024	WIRE TRANSFER FEE	\$15.00
5/16/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$54,435.02
5/17/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$105,869.64
5/17/2024	ACH DEBIT PAYROLL PAYCHEX	\$2,072.75
5/17/2024	ACH DEBIT TAXES PAYCHEX	\$431.82
5/20/2024	ACH DEBIT INVOICE PAYCHEX	\$181.86
5/20/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$25,809.69
5/23/2024	ACH DEBIT PAYROLL PAYCHEX	\$73,382.18
5/23/2024	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$25,033.70
5/23/2024	ACH DEBIT TAXES PAYCHEX TPs	\$15,174.89
5/23/2024	ACH DEBIT GARNISH PAYCHEX	\$1,181.45
5/23/2024	ACH DEBIT INVOICE PAYCHEX EIB	\$1,104.96
5/24/2024	ACH DEBIT EFTTRANSFE AVFUEL	\$26,354.67
5/28/2024	ACCOUNT SERVICE FEEACH OR MULTIPLE SERVICES	\$75.00
5/28/2024	ACCOUNT SERVICE FEE RDC MONTHLY FEE	\$75.00
5/29/2024	ACH DEBIT CDTFA EPMT CA DEPT TAX FEE	\$1,654.00
5/29/2024	WIRE TRANSFER FEE	\$15.00
	Total	\$332,866.63