

# **Antelope Valley Air Quality Management District Governing Board Regular Meeting**

## **Agenda**

### LOCATION

**ANTELOPE VALLEY AQMD District Office  
43301 Division Street, Suite 206  
Lancaster, CA 93535  
661.723.8070**

**TUESDAY, DECEMBER 18, 2018  
10:00 A.M.**

### BOARD MEMBERS

Marvin Crist, Chair, City of Lancaster  
Austin Bishop, Vice Chair, City of Palmdale  
Ron Hawkins, Los Angeles County  
Howard Harris, Los Angeles County  
Ken Mann, City of Lancaster  
Steven Hofbauer, City of Palmdale  
Newton Chelette, Public Member

IF YOU CHALLENGE ANY DECISION REGARDING ANY OF THE LISTED PROPOSALS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED DURING THE PUBLIC TESTIMONY PERIOD REGARDING THAT PROPOSAL OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE GOVERNING BOARD AT, OR PRIOR TO, THE PUBLIC HEARING.

DUE TO TIME CONSTRAINTS AND THE NUMBER OF PERSONS WISHING TO GIVE ORAL TESTIMONY, PUBLIC COMMENTS ARE LIMITED TO FIVE MINUTES PER SPEAKER. YOU MAY WISH TO MAKE YOUR COMMENTS IN WRITING TO ASSURE THAT YOU ARE ABLE TO EXPRESS YOURSELF ADEQUATELY.

Except where noted, all scheduled items will be heard in the District Office of the Governing Board, 43301 Division Street, Suite 206, Lancaster, CA 93535 and the teleconference location(s), if applicable. Please note that the Board may address items in the agenda in a different order than the order in which the item has been posted.

Public Comments on any Agenda Item will be heard at the time of discussion of the Agenda Item. Public Comments not pertaining to Agenda Items will be heard during the PUBLIC COMMENT period below.

**CALL TO ORDER 10:00 A.M.**

Pledge of Allegiance.

Roll Call

Election of Chair and Vice Chair for 2019.

PUBLIC COMMENT

**CONSENT CALENDAR**

**The following consent items are expected to be routine and non-controversial and will be acted upon by the Board at one time without discussion unless a Board Member, staff member or a member of the public request an item be held for discussion under DEFERRED ITEMS.**

1. [Approve Minutes from Regular Governing Board Meeting of November 20, 2018.](#)
2. [Monthly Grant Funding Summary. Receive and file. Presenter: Bret Banks, Executive Director/APCO.](#)
3. [Monthly Activity Report. Receive and file. Presenter: Bret Banks, Executive Director/APCO.](#)
4. [Approve payment to MDAQMD in the total amount of \\$126,766.31, subject to availability of funds, for services provided during the month of October 2018. Presenter: Bret Banks, Executive Director/APCO.](#)
5. [Adopt a resolution authorizing the Executive Director/APCO to maintain credit card accounts with Umpqua Bank, approving the Umpqua Bank Commercial Card Agreement, authorizing the Executive Director/APCO to execute agreements, approved as to legal form by District Counsel. Presenter: Bret Banks, Executive Director/APCO.](#)
6. [Receive and file the Financial Report. The Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at October 31, 2018, which provides financial information and budget performance concerning the current fiscal status of the District. Presenter: Bret Banks, Executive Director/APCO.](#)

**ITEMS FOR DISCUSSION**

DEFERRED ITEMS

NEW BUISNESS

7. 1) Award an amount not to exceed \$500,000 in grant funds to Antelope Valley Schools Transportation Agency toward the purchase of zero-emissions electric school buses that will replace older diesel-fueled school buses; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details, and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Bret Banks, Executive Director/APCO.
8. 1) Authorize \$15,000 in Mobile Emission Reductions Program (AB 2766) funds to the Alternative Fuel Vehicle Program; and 2) Authorize the Executive Director/APCO and staff to execute the Alternative Fuel Vehicle Program as outlined in the Work Plan. Presenter: Julie McKeehan, Grants Analyst.
9. 1) Award an amount not to exceed \$94,700 in Carl Moyer Program funds to Bill's Landscaping, Inc. for the replacement of older diesel off-road equipment with newer, cleaner technology; and 2) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.
10. 1) Approve the FY 18-19 Application for Carl Moyer Program Year 21 Funds and authorize its submission to the California Air Resources Board (CARB); 2) Allocate a maximum of 15 percent of Mobile Source Emissions Reduction (MSER) Program funds to serve as the required match funding for the Carl Moyer Memorial Air Quality Standards Attainment Program (the Moyer Program); and 3) Authorize the Executive Director/APCO and staff to execute the agreement, approved as to legal form. Presenter: Julie McKeehan, Grants Analyst.
11. 1) Award an amount not to exceed \$100,000 in grant funds to High Desert Dairy to replace older diesel-powered farm equipment with new, cleaner technology; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.
12. 1) Award an amount not to exceed \$35,000 of Mobile Source Emission Reductions (AB 2766) funds to Paraclete High School for the replacement of older diesel vehicles with newer, cleaner engine technology; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.
13. 1) Award an amount not to exceed \$50,000 in Mobile Source Emission Reductions Program (AB 923) funds to the Antelope Valley Transit Authority (AVTA) toward the installation of proposed Electric Vehicle Charging Stations (Project); and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.
14. 1) Award an amount not to exceed \$50,000 in Mobile Source Emissions Reduction Program funds (AB 2766) to the Los Angeles County Sheriffs Department, Palmdale Station for the purchase of a clean diesel pickup truck capable of

operating on B20 biofuel; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames, technical project details, and execute an agreement, approved as to legal form by the Office of District Counsel. Presenter: Julie McKeehan, Grants Analyst.

15. Receive and file AVAQMD's Grant Programs Overview. Presenter: Julie McKeehan, Grants Analyst.
16. Reports: Governing Board Counsel, Executive Director/APCO, Staff.
17. Board Member Reports and Suggestions for Future Agenda Items.
18. Adjourn to Regular Governing Board Meeting of Tuesday, January 15, 2019.

*In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board Meeting, please contact the Executive Director during regular business hours at 661.723.8070 x2. Notification received 48 hours prior to the meeting will enable the District to make reasonable accommodations.*

I hereby certify, under penalty of perjury, that this agenda has been posted 72 hours prior to the stated meeting in a place accessible to the public. Copies of this agenda and any or all additional materials relating thereto are available at the District Office at 43301 Division Street, Suite 206, Lancaster, CA 93535 or by contacting Deanna Hernandez at 760.245.1661 x6244 or by email at [dhernandez@mdaqmd.ca.gov](mailto:dhernandez@mdaqmd.ca.gov) .

**Mailed & Posted on: Wednesday, December 12, 2018.**

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Deanna Hernandez

The following page(s) contain the backup material for Agenda Item: [Approve Minutes from Regular Governing Board Meeting of November 20, 2018.](#)

**ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
GOVERNING BOARD MEETING  
TUESDAY, NOVEMBER 20, 2018  
ANTELOPE VALLEY DISTRICT OFFICE  
LANCASTER, CA**

**Draft Minutes**

Board Members Present:

Marvin Crist, Chair, City of Lancaster  
Austin Bishop, Vice Chair, City of Palmdale  
Newton Chelette, Public Member  
Howard Harris, Los Angeles County  
Ron Hawkins, Los Angeles County  
Steven Hofbauer, City of Palmdale  
Ken Mann, City of Lancaster

Board Members Absent:

None

**CALL TO ORDER**

Chair **CRIST** called the meeting to order at 10:00 a.m. Board Member **MANN** led the Pledge of Allegiance. Roll call was taken.

**PUBLIC COMMENT**

None.

**CONSENT CALENDAR**

**Agenda Item #1 - 1. Approve Minutes from Regular Governing Board Meeting of October 16, 2018.**

Upon Motion by **HOFBAUER**, seconded by **HAWKINS**, and carried by the following roll call vote, with six **AYES** votes by Board Members **MARVIN CRIST, AUSTIN BISHOP, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER** and **KEN MANN** with one abstention by Board Member **NEWTON CHELETTE**, the Board **Approved** Minutes from Regular Governing Board Meeting of October 16, 2018.

**Agenda Item #2 – Monthly Grant Funding Summary. Receive and file.** Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HOFBAUER**, seconded by **HAWKINS**, and carried by the following roll call vote, with six **AYES** votes by Board Members **MARVIN CRIST, AUSTIN BISHOP, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER** and **KEN MANN** with one abstention by Board Member **NEWTON CHELETTE**, the Board **Received and Filed** Monthly Grand Funding Summary.

**Agenda Item #3 – Monthly Activity Report. Receive and file.** Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HOFBAUER**, seconded by **HAWKINS**, and carried by the following roll call vote, with six **AYES** votes by Board Members **MARVIN CRIST, AUSTIN BISHOP,**

**HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER and KEN MANN** with one abstention by Board Member **NEWTON CHELETTE**, the Board **Received and Filed** Monthly Activity Report.

**Agenda Item #4 - Approve payment to MDAQMD in the total amount of \$124,017.28, subject to availability of funds, for services provided during the month of September 2018.** Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HOFBAUER**, seconded by **HAWKINS**, and carried by the following roll call vote, with six **AYES** votes by Board Members **MARVIN CRIST, AUSTIN BISHOP, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER and KEN MANN** with one abstention by Board Member **NEWTON CHELETTE**, the Board **Approved** payment to MDAQMD in the total amount of \$124,017.28, subject to availability of funds, for services provided during the month of September 2018.

### **ITEMS FOR DISCUSSION**

#### **DEFERRED ITEMS**

None.

#### **NEW BUSINESS**

**Agenda Item #6 – 1) Approve the FY 17-18 Community Air Protection Program Amended Grant Agreement for its submission to the California Air Resources Board (CARB) for the implementation of Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017); 2) Authorize the acceptance of funds allocated and awarded to the District; and the Executive Director/APCO and staff to execute the agreement, approved as to legal form.** Presenter: Bret Banks, Executive Director/APCO.

Upon Motion by **HAWKINS**, seconded by **BISHOP**, and carried unanimously, the Board 1) **Approved** the FY 17-18 Community Air Protection Program Amended Grant Agreement for its submission to the California Air Resources Board (CARB) for the implementation of Assembly Bill 617 (C. Garcia, Chapter 136, Statutes of 2017); 2) **Authorized** the acceptance of funds allocated and awarded to the District; and the Executive Director/APCO and staff to execute the agreement, approved as to legal form.

**Agenda Item #7 – 1) Authorize \$15,000 in Mobile Emission Reductions Program (AB 2766) funds to the Alternative Fuel Vehicle Program; and 2) Authorize the Executive Director/APCO and staff to execute the Alternative Fuel Vehicle Program as outlined in the Work Plan.** Presenter: Julie McKeehan, Grants Analyst.

Upon Motion by **BISHOP**, seconded by **HARRIS**, and carried unanimously, the Board 1) **Authorized** \$15,000 in Mobile Emission Reductions Program (AB 2766) funds to the Alternative Fuel Vehicle Program; and 2) **Authorized** the Executive Director/APCO and staff to execute the Alternative Fuel Vehicle Program as outlined in the Work Plan.

**Agenda Item #8 – 1) Approve \$58,000 in Mobile Source Emissions Reduction Program (AB 923) funds and Carl Moyer Program administrative funds toward continued implementation of the Districts Voluntary Accelerated Vehicle Retirement Program (VAVR); and 2) Authorize an extended contract with Environmental Engineering Studies Incorporated (EES); and 3) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form.** Presenter: Julie McKeehan, Grants Analyst.

*Draft Minutes 11.20.2018*

Upon Motion by **MANN**, seconded by **BISHOP**, and carried unanimously, the Board 1) **Approved** \$58,000 in Mobile Source Emissions Reduction Program (AB 923) funds and Carl Moyer Program administrative funds toward continued implementation of the Districts Voluntary Accelerated Vehicle Retirement Program (VAVR); and 2) **Authorized** an extended contract with Environmental Engineering Studies Incorporated (EES); and 3) **Authorized** the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form.

**Agenda Item #9 – 1) Award an amount not to exceed \$40,000 in Mobile Source Emission Reductions Program (AB 923) funds to AV Law, LLC toward expansion to its existing electric vehicle charging station; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form, subject to approval by legal counsel.** Presenter:

Julie McKeehan, Grants Analyst.

Board Member **MARVIN CRIST** recused himself from this item due to conflicts of interest and left the room respectively. Upon Motion by **HAWKINS**, seconded by **MANN**, and carried by the following roll call vote, with six **AYES** votes by Board Members **AUSTIN BISHOP, NEWTON CHELETTE, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER** and **KEN MANN** with one recusal by Board Member **MARVIN CHRIST**, the Board 1) **Awarded** an amount not to exceed \$40,000 in Mobile Source Emission Reductions Program (AB 923) funds to AV Law, LLC toward expansion to its existing electric vehicle charging station; and 2) **Authorized** the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form. After discussion, motion and roll call vote, Chair **CRIST** requested staff to provide a brief overview of each grant illustrating where grant funds come from and where and how grant funds can be utilized in addition to outreach efforts at the next regular scheduled Governing Board meeting.

**Agenda Item #10 – 1) Award an amount not to exceed \$60,000 of available District funding for use toward eligible projects to the University of Antelope Valley for the replacement of older vehicles; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form.** Presenter: Julie McKeehan, Grants Analyst.

Board Members **AUSTIN BISHOP AND NEWTON CHELETTE** recused themselves from this item due to conflicts of interest and left the room respectively. Upon Motion by **MANN**, seconded by **HARRIS**, and carried by the following roll call vote, with five **AYES** votes by Board Members, **MARVIN CHRIST, HOWARD HARRIS, RON HAWKINS, STEVEN HOFBAUER** and **KEN MANN** with two recusals by Board Members **AUSTIN BISHOP and NEWTON CHELETTE**, the Board 1) **Awarded** an amount not to exceed \$60,000 of available District funding for use toward eligible projects to the University of Antelope Valley for the replacement of older vehicles; and 2) **Authorized** the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form.

**Agenda Item #11 – 1) Discussion of possible sponsorship of the Antelope Valley Alternative Energy Conference; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames, assist and support in the Conference development,**

**and consider District financial sponsorship assistance.** Presenter: Bret Banks, Executive Director/APCO.

During discussion, Chair **CRIST** would like the District to participate along with Antelope Valley Transit Authority in sponsoring/supporting the Alternative Energy Conference. Also, the District can conduct the electric lawnmower exchange at this event. Upon Motion by **CHELETTE**, seconded by **MANN**, and carried unanimously, the Board 1) **Discussed** the possibility of sponsorship of the Antelope Valley Alternative Energy Conference; and 2) **Authorized** the Executive Director/APCO and staff to negotiate target time frames, assist and support in the Conference development, and consider District financial sponsorship assistance.

**Agenda Item #12 – Reports.**

**Governing Board Counsel –**

None.

**Executive Director/APCO –**

- Bret Banks informed the Board of the ribbon cutting ceremony at 12 noon today at Robertson Palmdale Honda Electric Vehicle Charging Station funded partly with grant funds from the District.

**Staff –**

- ❖ Wished the Board a Happy Thanksgiving.
- ❖ Closed the meeting in honor of past District Governing Board Member and Palmdale Council Member Mike Dispenza who passed away in October.

**Agenda Item #13 – Board Member Reports and Suggestions for Future Agenda Items.**

- None

**Agenda Item #14 – Adjourn to Regular Governing Board Meeting of Tuesday, December 18, 2018.**

Being no further business, the meeting adjourned at 10:28 a.m. to the next regularly scheduled Governing Board Meeting of Tuesday, December 18, 2018.

The following page(s) contain the backup material for Agenda Item: [Monthly Grant Funding Summary](#). [Receive and file](#). Presenter: [Bret Banks, Executive Director/APCO](#).

## ITEM #2 - MONTHLY GRANT FUND SUMMARY

**AB 2766 (\$4 DMV Fee) Annual Allocation for Mobile Projects \$426,507.00**

**AB 923 (\$2 DMV Fee) Annual Allocation for Mobile Projects \$609,060.00**

### Grant Programs Projects & Balances

#### AB 2766 PROJECT FUNDS

<i>Action Date</i>	<i>Project Name</i>	<i>Approved Action</i>
Jan-15	R & R Pipeline, Inc. Grant Funds Returned	20,700.00 rec'd
Jan-15	AFV Program Add'l Funds AV0414#11	-17,000.00 paid
Mar-15	Projected AFV applications for 2015	-60,000.00 paid
Apr-15	Return of Truck Retrofit Funds	6,718.00 rec'd
Jun-15	AVTA - Public Transit Programs AV0615#11 /0715#S-1	-200,000.00 paid
Oct-15	AFV Program Add'l Funds AV0414#11	-14,000.00 paid
Feb-16	LA County Sheriff's Alt. Patrol Project AV0216#9	-50,000.00 paid
Mar-16	AVC Equipment Replacement AV0314#14	-1,886.00 paid
Mar-16	AVLAW, LLC EV Charging Repair AV0316#11	-2,117.00 paid
Apr-16	AV Produce TRU Replacement Project AV0416#12	-16,203.00 paid
Apr-16	LA County Sheriff's Bio Diesel Truck Project AV0416#11	-50,000.00 paid
Jul-16	City of Palmdale Electric Infrastructure ADA Req AV0716#10	-59,700.00 paid
Aug-16	AFV Program Add'l Funds AV0816#9	-34,500.00 paid
Aug-16	AVC Free Fare Pilot Program for Students AV0816#7	-30,000.00 paid
Sep-16	LA Cty Sheriff's Bike Patrol Proj. Palmdale/Lancaster AV0916#11	-35,143.00 paid
Sep-16	AVTA - Public Transit Programs AV0916#8	120,000.00 paid
Dec-16	A-Z Engine Systems Repair AV1216#12	3,756.00 paid
Feb-17	AFV Program Add'l Funds AV0117#8	-40,000.00 paid
Mar-17	VAVR Program - Projects to EES AV0317#9	-60,000.00 paid
May-17	American Plumbing Services Vehicle Replacement #1 AV0517#8	-32,252.58 paid
May-17	AV Fair Assoc. Forklift Replacement Project AV0517#9	-21,616.00 pending
Jun-17	Electric Commerical Grounds Keeping Pilot Program AV0617#13	-127,500.00 paid
Jul-17	Hemme Hay & Feed Off-road/On-road Vehicle Project AV0717#	-134,310.00 paid
Aug-17	AV Fair Assoc. B20 Truck Project AV0817#7	-50,000.00 paid
Aug-17	LA County Sheriff's/AV BoostersOff-road Utility Equipment AV0817#S-1	-35,000.00 pending
Sept.17	AV Fair Assoc. ERP Electric Carts AV0917#13	-9,253.00 pending
Oct-17	AVTA Electric Transit Bus Project AV1017#7	-58,406.14 paid
Dec-17	LA County Sheriff's Bio Diesel Truck Project AV1217#8	-50,000.00 paid
Feb-18	Kyle & Kyle Ranches On-road Vehicle Project AV0218#8	-68,016.00 pending
Mar-18	Kyle & Kyle Ranches On-road Vehicle Project AV0318#	-31,984.00 pending
Mar-18	2018 Lawn Mower Exchange Program AV0318#12	-10,000.00 paid
May-18	AFV Program Add'l Funds AV0517#	-15,000.00 paid
May-18	LBC - Bus Replacement Projects AV0218#9	-66,516.00 paid
Aug-18	AFV Program Add'l Funds AV0818#6	-15,000.00 paid
Aug-18	Antelope Valley College - Student Pass Program AV0818#7	-80,000.00 paid
Aug-18	Heritage Sign Company Vehicle Replacement Project AV0818#9	-8,720.00 paid
Oct-18	LBC - Bus Replacement Projects AV0218#9 - Reg. Reimb.	-5,332.20 pending
Oct-18	American Plumbing Services Vehicle Replacement #2 AV01018#	-10,810.00 pending
Nov-18	UAV Vehicle Replacement Project AV1118#?	-60,000.00 pending
Nov-18	AFV Program Add'l Funds AV1118#7	-15,000.00 paid

**AB 2766 PROJECTS CURRENT BALANCE**

**\$55,018.89**

**Action Date      Project Name**

**Pending Action**

Dec-18 AFV Program Add'l Funds AV1218#?	-15,000.00
Dec-18 Parachlete High School Vehicle Replacement Proj. AV1218#	-35,000.00

**AB 2766 PROJECTS BALANCE PENDING APPROVAL**

**\$5,018.89**

**AB 923 PROJECT FUNDS**

<i>Action Date</i>	<i>Project Name</i>	<i>Approved Action</i>
Apr-15	Calandri SonRise Farms ERP Project #3 AV0415#8	-78,372.75 paid
Apr-15	2016 Lawn Mower Exchange Program	-11,200.00 paid
May-15	Gene Wheeler Farms ERP Project #2 AV0515#10	-142,010.00 paid
Aug-15	VAVR Program - Projects & Admin. to EES AV0815#6	-60,000.00 paid
Nov-15	Calandri SonRise Farms Repower Project #4 AV1115#9	-116,471.00 paid
Jan-16	Antelope Valley Farming ERP Project #1 AV0116#8	-181,530.00 paid
Mar-16	Ebee Streetlight EV Charging Project AV0316#10	-25,000.00 paid
Apr-16	VAVR Program - Admin to EES AV0416#10	-60,000.00 paid
Apr-16	2016 Lawn Mower Exchange Program	-11,200.00 paid
Aug-16	Calandri SonRise Farms Harvesting Project AV0816#8	-406,065.00 paid
Oct-16	Antelope Valley Farming ERP Project #2 AV1016#10	-12,940.38 paid
Dec-16	AVSTA CNG Tank Replacement AV1216#11	-63,377.00 paid
Dec-16	AV Hospital/SCE Charge Ready Pilot Project AV1216#10	-37,635.11 paid
Feb-17	City of Pamdale Vanpool/Infrastructure Project AV0117#12	-164,928.00 pending
Feb-17	City of Lancaster Vanpool/Infrastructure Project AV0117#11	-61,925.00 pending
Mar-17	2017 Lawn Mower Exchange Program AV0317#10	-10,730.00 paid
Jul-17	Palmdale Water District EV Charging Project AV0717#9	-18,520.00 paid
Sep-17	City of Palmdale/SCE EV Charging Project AV0917#11	-17,218.00 paid
Sep-17	AVSTA CNG Tank Replacement AV0917#12	-15,949.12 paid
Oct-17	AV Farming ERP Project #1 AV1017#11	-38,622.00 paid
Oct-17	AVTA Electric Transit Bus Project AV1017#7	-207,387.32 paid
Jan-18	Wilsona School District EV School Bus Charging Project AV0118#8	-49,976.00 paid
Feb-18	VAVR Program - Projects to EES AV0218#7	-47,000.00 paid
Mar-18	2018 Lawn Mower Exchange Program AV0318#12	-10,000.00 paid
Mar-18	Robertsons Palmdale Honda EV Charging Project AV0318#9	-86,000.00 pending
May-18	Home2 Suites by Hilton Palmdale EV Charging Project AV0518#8	-15,200.00 pending
May-18	Sierra Commons SPE, LLC EV Charging Project AV0518#10	-30,640.00 pending
Sep-18	AV Harley-Davidson EV Charging Proj. AV0918#5	-20,000.00 pending
Nov-18	VAVR Program - Projects to EES AV1118#?	-50,000.00 pending

**AB 923 PROJECTS CURRENT BALANCE**

**\$415,212.18**

<i>Action Date</i>	<i>Project Name</i>	<i>Pending Action</i>
Dec-18	High Desert Dairy ERP Project #7 AV1218#?	-54,917.56
Dec-18	AVTA EV Charging Station Project AV1218#	-50,000.00

**AB 923 PROJECTS BALANCE PENDING APPROVAL**

**\$310,294.62**

**CARL MOYER PROGRAM PROJECT FUNDS**

<i>Action Date</i>	<i>Project Name</i>	<i>Approved Action</i>
<b>Mar-15</b>	<b>Carl Moyer Prog. Funds Year 17 (FY 14-15) Deposit</b>	<b>637,511.00</b> recv'd
<b>Mar-15</b>	<b>Carl Moyer Interest (FY 13-14) added to Year 17 Deposit</b>	<b>834.45</b> recv'd
Apr-15	Calandri SonRise Farms ERP Project #3 AV0415#8	-284,211.25 paid
Apr-15	High Desert Dairy ERP Project #3 AV0415#7	-134,239.00 paid
Nov-15	Bill's Landscaping ERP Project #1 AV1115#7	-78,873.00 paid
Nov-15	Gall Brothers Engineering ERP Project #1 AV1115#8	-138,715.00 paid
<b>Feb-16</b>	<b>MDAQMD Year 16 Transfer AV0216#7 Deposit</b>	<b>324,480.00</b> recv'd
Mar-16	High Desert Dairy ERP Project #4 AV0316#8	-139,224.00 paid
Mar-16	Calandri SonRise Farms ERP Project #5 AV0316#9	-83,983.00 paid
<b>Mar-15</b>	<b>Carl Moyer Prog. Funds Year 18 (FY 15-16) Deposit</b>	<b>659,588.00</b> recv'd
<b>Mar-15</b>	<b>Carl Moyer Interest (FY 14-15) added to Year 18 Deposit</b>	<b>1,573.18</b> recv'd
Apr-16	Lane Ranch & Co. ERP Project AV0416#8	-99,989.56 paid
Apr-16	Bill's Landscaping ERP Project #2 AV0416#9	-79,916.00 paid
Jun-16	Calandri SonRise Farms Forklift Project #6 AV0616#8	-60,985.00 paid
Jun-16	Antelope Valley Fair Assoc. Forklift Project AV0616#9	-51,460.00 paid
Jul-16	Bolthouse ERP Project AV0716#11	-18,927.00 paid
Jul-16	South Pac Industries ERP Project AV0716#9	-181,114.00 paid
Sep-16	High Desert Dairy ERP Project #4 AV0916#9	-158,663.00 paid
Sep-16	Gall Brothers Engineering ERP Project #2 AV0916#10	-77,896.00 paid
Oct-16	Antelop Valley Farming ERP Project #2 AV1016#10	-34,943.62 paid
<b>Apr-17</b>	<b>Carl Moyer Prog. Funds Year 19 (FY 16-17) Deposit</b>	<b>669,301.00</b> recv'd
<b>Apr-17</b>	<b>Carl Moyer Interest (FY 15-16 &amp; FY 16-17) added to Year 19</b>	<b>7,375.00</b> recv'd
May-17	AV Fair Assoc. AV0517#9	-15,130.00 pending
Jun-17	High Desert Dairy ERP Project #6 AV0617#12	-170,159.00 paid
Oct-17	AV Farming ERP Project #1 AV1017#11	-9,814.00 paid
Oct-17	Miller Equipment ERP Project #1 AV1017#11	-284,887.00 paid
Oct-17	New West Metals ERP Project #1 AV1017#6	-98,581.00 paid
Oct-17	Nick Van Dam Farms ERP Project #1 AV1017#10	-49,600.00 paid
<b>Apr-18</b>	<b>Carl Moyer Prog. Funds Year 20 (FY 17-18) Deposit</b>	<b>701,526.00</b> recv'd
<b>Apr-18</b>	<b>Carl Moyer Interest (FY 17-18) added to Year 20</b>	<b>6,072.39</b> rec'd
Apr-18	McWhirter Steel Forklift Repl. Proj. #1 AV0418#6 Rd. 19	-50,000.05 pending
Apr-18	McWhirter Steel Forklift Repl. Proj. #1 AV0418#6 Rd. 20	-135,942.95 pending
May-18	McCarthy Steel Forklift Repl. Proj. #1 AV0518#9 Rd. 20	-59,155.00 paid
Jun-18	Gall Brothers Engineering ERP Proj. #3 AV0618#11 Rd. 20	-94,211.00 pending
Jul-18	Fine Grade Equipment Repl. Proj. #1 AV0718#7 Rd. 20	-240,850.00 pending
Aug-18	Heritage Sign Company Vehicle Replacement Project AV0818#9	-23,545.00 pending
Oct-18	American Plumbing Service Vehicle Replacement #2 AV1018#	-14,112.00 pending

**CARL MOYER PROJECTS CURRENT BALANCE**

<i>Action Date</i>	<i>Project Name</i>	<i>Pending Action</i>
Dec-18	Bills Landscaping ERP Project #3 AV1218#?	-94,700.00
Dec-18	High Desert Dairy ERP Project #7 AV1218#?	-45,082.44

**CARL MOYER PROJECTS BALANCE PENDING APPROVAL**

**\$0.00**

**\$139,782.44**

**AB 134 - CAP/GGRF PROJECT FUNDS**

<i>Action Date</i>	<i>Project Name</i>	<i>Approved Action</i>
Nov-18	AB 134 Funds Year 1 (FY 17-18) Deposit	468,750.00
<b>AB 134 CAP/GGRF PROJECTS CURRENT BALANCE</b>		<b><u>\$468,750.00</u></b>
<i>Action Date</i>	<i>Project Name</i>	<i>Pending Action</i>
Dec-18	AVSTA Electric Buses Project AV1218#?	-468,750
<b>AB 134 CAP/GGRF PROJECTS BALANCE PENDING APPROVAL</b>		<b><u>\$0.00</u></b>

**NOx REMEDIATION PROJECT FUNDS**

<i>Action Date</i>	<i>Project Name</i>	<i>Approved Action</i>
May-18	NRM Funding Deposit AV0618#10	26,634.00
Jun-18	NRM Add'l Funding Deposit AV0618#10	27,010.00
Jul-18	Fine Grade Equipment Repl. Proj. #1 AV0718#7	-53,644.00
<b>NOx REMEDIATION PROJECTS CURRENT BALANCE</b>		<b><u>\$0.00</u></b>

**AB 617 - COMMUNITY AIR PROTECTION (CAP) FUNDS**

<i>Action Date</i>	<i>Project Name</i>	<i>Approved Action</i>
Mar-18	AB 617 Funds Year 1 (FY 17-18) Deposit	65,569.00
Nov-18	AB 617 Funds Year 1 (FY 17-18) Deposit	75,000.00
Nov-18	Admin Expenses	-18,753.00
<b>AB 617 CAP PROJECTS CURRENT BALANCE</b>		<b><u>\$121,816.00</u></b>
<i>Action Date</i>	<i>Project Name</i>	<i>Pending Action</i>
	no proposed projects	
<b>AB 617 CAP PROJECTS BALANCE PENDING APPROVAL</b>		<b><u>\$121,816.00</u></b>

The following page(s) contain the backup material for Agenda Item: [Monthly Activity Report. Receive and file. Presenter: Bret Banks, Executive Director/APCO.](#)

# **ITEM #3 Monthly Activity Report – November**

## **2018**

	<u>Nov 2018</u>	<u>Nov 2017</u>	<u>YTD (7/1/19)</u>
Complaints	0	2	4
Complaint Investigations	0	2	4
Asbestos Notifications	13	8	49
Asbestos Inspections	0	0	0
Permit Inspections	197	163	555
Permit Inspections in Compliance (%)	100	100	100
Notice of Violation (NOV)	0	1	4

### **\*Outstanding NOVs**

- AV00000207, Issued 06/2017
- AV00000208, Issued 07/2017
- AV00000210, Issued 02/2018
- AV00000216, Issued 09/2018

**Number of Active Companies: 286**  
**Number of Active Facilities: 527**  
**Number of Active Permits: 1,097**

### **Project Comment Letters – November 2018**

**Attached**

	A	B	C	D	E	F	G
1			AVAQMD CEQA PROJECTS				
2			BOARD MEETING				
3			12/18/2018				
4							
5	Date Rec'd	Location	Project Name	Description	Comment	Date Due	Date Sent
6							
7	11/2/2018	COL	TPM 82243 Investment Concepts, Inc	TPM 82243 for the subdivision of four lots located along 20th Street West and Avenue I and Lancaster Blvd on approx 26.3 acres	DCP CARB Equipment	12/2/2018	11/8/2018
8	11/8/2018	COP	Sierra Industrial Park	Pre-App 18-024 for a proposed lot line adjustment to combine two lots and to develop a 5.96 acre parcel into two commercial/industrial buildings totaling 62,551 sf located on the west side of Sierra Highway between Avenues M-8 and M	DCP CARB Equipment	11/14/2018	11/9/2018
9	11/8/2018	COP	TTM 73068 Time Extension No. 1	TTM 73068 Time Extension No 1 to subdivide 20.05 acres into 75 single family residential lots including one detention basin lot located at the southeast corner of Palmdale Blvd and the alignment of 52nd Street West	No Comment	11/14/2018	11/9/2018
10	11/8/2018	COP	TPM 82361 Determination of Completeness	TPM 82361 to determine completeness and condition setting for the proposed subdivision of 16.08 acres into four commercial lots located at the southwest corner of Avenue Q and State Route 14	No Comment	11/14/2018	11/9/2018

	A	B	C	D	E	F	G
1			AVAQMD CEQA PROJECTS				
2			BOARD MEETING				
3			12/18/2018				
4							
5	Date Rec'd	Location	Project Name	Description	Comment	Date Due	Date Sent
11	11/8/2018	COP	Iglesia Nueva Vida En Cristo Asambleas De Dios	CUP 14-028 Time Extension No 1 for a previously approved 7,837 square foot expansion to an existing religious assembly use on 1.22 acres located at 3030 E Avenue R	No Comment	11/14/2018	11/9/2018
12	11/8/2018	COP	Guidance Charter School	CUP 16-011 Major Mod No 2 for a request to phase the remaining school buildings and athletic fields located at 3838 E Avenue R	DCP CARB Equipment Applicable Permit Apps	11/14/2018	11/9/2018
13	11/8/2018	COP	Copart Palmdale	Pre-App for the request to develop an industrial building totaling 4,800 sf for a vehicle auction storage yard on an 81 acre parcel located at the northwest corner of 40th Street East and Avenue L	No Comment	11/14/2018	11/15/2018
14	11/13/2018	COP	Bouma USA	TPM 74998 Determination of Completeness to subdivide 38.76 acres into two commercial lots located at the southeast corner of Palmdale Blvd and 35th Street East	No Comment	11/14/2018	11/15/2018

	A	B	C	D	E	F	G
1			AVAQMD CEQA PROJECTS				
2			BOARD MEETING				
3			12/18/2018				
4							
5	Date Rec'd	Location	Project Name	Description	Comment	Date Due	Date Sent
15	11/26/2018	COP	Palmdale Trade and Commerce Center	Pre-App 18-026 to amend the Palmdale Trade and Commerce Center Specific plan to allow multi-family residential uses and modify the design guidelines and parking area at the southeast corner of Avenue Q and 5th Street West	No Comment	11/28/2018	11/29/2018
16	11/26/2018	COP	Lancaster Villas, LLC	TTM 60431 Time Extension No 2 for a time extension to a previously approved TTM to subdivide 75 acres into 155 single-family residences to be located between 70th and 75th Streets West and Avenue M-8 (APNs	No Comment	11/28/2018	11/29/2018
17	11/26/2018	COP	Fairways #2, LLC	SPR 18-029 Determination of Application Completeness/Condition Setting the request to develop a 2.04 acre parcel with an industrial building totaling 32,144 square feet to be located on the west side of La Quinta Lane, south of Avenue O	No Comment	11/28/2018	11/29/2018

	A	B	C	D	E	F	G
1			AVAQMD CEQA PROJECTS				
2			BOARD MEETING				
3			12/18/2018				
4							
5	Date Rec'd	Location	Project Name	Description	Comment	Date Due	Date Sent
18	11/26/2018	COP	Bouma USA	Pre-Application 18-029 Conceptual Review for a request to subdivide 38.76 acres into an athletic field complex consisting of one building totaling 1,920 square feet to be located at the southeast corner of Palmdale Boulevard and 35th Street East	DCP Permit Req Equip CARB Equip	11/28/2018	11/29/2018
19	11/26/2018	COP	2255 E. Palmdale Blvd., LLC	SPR 5-85-1 Major Modification No. 2 Resubmittal for a new parking lot located approximately 300 feet north of Palmdale Boulevard and east of 22nd Street East	No Comment	11/28/2018	11/29/2018
20	11/26/2018	COP	Edwards Federal Credit Union	Pre-Application 18-028 Conceptual Review, the request to develop a 1.61 acres into a commercial use (credit union) consisting of one building totaling 13,593 square feet to be located at the southwest corner of Avenue O-8 and 10th Street West	No Comment	11/28/2018	11/29/2018

	A	B	C	D	E	F	G
1			AVAQMD CEQA PROJECTS				
2			BOARD MEETING				
3			12/18/2018				
4							
5	Date Rec'd	Location	Project Name	Description	Comment	Date Due	Date Sent
21	11/26/2018	COP	8th Street Industrial	Pre-Application 18-027 Conceptual Review, the request to develop a 3.74 acre parcel into an industrial use consisting of three buildings totaling 59,976 square feet to be located at the southwest corner of Avenue O-12 and 10th Street East	No Comment	11/28/2018	11/29/2018

The following page(s) contain the backup material for Agenda Item: [Approve payment to MDAQMD in the total amount of \\$126,766.31, subject to availability of funds, for services provided during the month of October 2018. Presenter: Bret Banks, Executive Director/APCO.](#)

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #4*

**DATE:** December 18, 2018

**RECOMMENDATION:** Approve payment to MDAQMD in the total amount of \$126,776.31, subject to availability of funds, for services provided during the month of October 2018.

**SUMMARY:** The District contracts for services with MDAQMD; invoices for services are presented for payment.

**CONFLICT OF INTEREST:** None

**BACKGROUND:** Key Expenses: Staffing costs \$91,666.67, GASB68 Pension related expenses totaling \$15,000.00, and Audit Expenses totaling \$4,328.00.

**REASON FOR RECOMMENDATION:** The AVAQMD Governing Board must authorize all payments to the MDAQMD.

**REVIEW BY OTHERS:** This item was reviewed by Allison Burns, Special Counsel as to legal form; and by Bret Banks, Executive Director/APCO, on or before December 4, 2018.

**FINANCIAL DATA:** The contract and direct expenditure amounts are part of the approved District budget for FY 19. No change in appropriations is anticipated as a result of the approval of this item.

**PRESENTER:** Bret Banks, Executive Director/APCO



**Mojave Desert AQMD**  
 14306 Park Avenue  
 Victorville, CA 92392  
 760.245.1661

Due Date **DUE UPON RECEIPT**  
 Invoice Date **10/31/2018**  
 Invoice Number **42069**

# INVOICE

<b>Bill To :</b>
<b>ANTELOPE VALLEY AQMD</b> <b>43301 DIVISION ST. SUITE 206</b> <b>LANCASTER, CA 93535</b>
<b>Company ID 10193</b>

FY19	Amount
Program Staff	91,666.67
Professional Services	19,258.40
Overhead	15,569.02
Dues	164.45
Vehicles Expenses	117.77
<p>TO INSURE PROPER CREDIT -            PLEASE INCLUDE A COPY OF THE INVOICE WITH YOUR PAYMENT</p> <p>FOR CREDIT CARD PAYMENTS            PLEASE VISIT <a href="http://www.mdaqmd.ca.gov">www.mdaqmd.ca.gov</a></p>	
<p><b>MAKE CHECKS PAYABLE TO MOJAVE DESERT AQMD</b>  <b>PLEASE INCLUDE THE INVOICE NUMBER ON THE CHECK</b></p>	<p><b>Invoice Total</b>      <b>126,776.31</b></p>
	<p><b>Amount Paid</b>        <b>0.00</b></p>
	<p><b>Balance Due</b>        <b>126,776.31</b></p>

**Mojave Desert AQMD  
Expenditures AVAQMD  
For Period Ending 10/31/2018**

Financial Report

	<u>Monthly YTD</u>	<u>Actual YTD</u>	<u>Annual Budget</u>	<u>% of Budget</u>
<b><u>Services &amp; Supplies</u></b>				
Professional Services				
Payroll Contract	10.20	55.35	420.00	0.13
Financial Services	4,238.00	5,338.00	32,500.00	0.16
<b>Total Professional Svcs</b>	<b>4,248.20</b>	<b>5,393.35</b>	<b>32,920.00</b>	<b>0.16</b>
Office Expenses				
Software	0.00	2,298.31	13,700.00	0.17
Supplies	0.00	0.00	500.00	0.00
Postage	0.00	0.00	500.00	0.00
Meeting Expenses	0.00	51.76	0.00	0.00
<b>Total Office Expenditures</b>	<b>0.00</b>	<b>2,350.07</b>	<b>14,700.00</b>	<b>0.16</b>
Communications				
Dues & Subscriptions				
Publications & Subscriptions	164.45	164.45	0.00	0.00
<b>Total Dues &amp; Subscriptions</b>	<b>164.45</b>	<b>164.45</b>	<b>0.00</b>	<b>0.00</b>
Travel				
Training	0.00	0.00	1,000.00	0.00
Travel	0.00	0.00	500.00	0.00
<b>Total Travel</b>	<b>0.00</b>	<b>0.00</b>	<b>1,500.00</b>	<b>0.00</b>
Program Costs				
Legal				
Maintenance & Repairs				
Vehicles				
Gas & Oil	117.77	241.29	1,000.00	0.24
<b>Total Vehicles Expenses</b>	<b>117.77</b>	<b>241.29</b>	<b>1,000.00</b>	<b>0.24</b>
Non-Depreciable Inventory				
Machinery & Equipment Exp	0.00	14.40	0.00	0.00
Safety Equipment Exp	0.00	108.47	0.00	0.00
<b>Total Non-Depreciable Inventory</b>	<b>0.00</b>	<b>122.87</b>	<b>0.00</b>	<b>0.00</b>
Miscellaneous Expense				
Suspense				
<b>Total Services &amp; Supplies</b>	<b>4,530.42</b>	<b>8,272.03</b>	<b>50,120.00</b>	<b>0.17</b>
<b>Capital Expenditures</b>				
<b>Total Expenditures</b>	<b>4,530.42</b>	<b>8,272.03</b>	<b>50,120.00</b>	<b>0.17</b>

**ANTELOPE VALLEY AQMD  
Program Staff  
FY 2018-19**

<b>Program</b>	<b>FY 17-18 Contracted Hours</b>	<b>Calendar Yr 2018 Actual Hours*</b>	<b>FY 18-19 Contracted Hours</b>	<b>Average Contract Cost/hr</b>	<b>Annual Contract Cost</b>	<b>FTE</b>
Lancaster Office	<b>12,480</b>	<b>11,680</b>	<b>10,400</b>	\$80	\$832,000	5.00
Planning, Grants, and Rulemaking	<b>175</b>	<b>146</b>	<b>175</b>	\$84	\$14,700	0.08
Air Monitoring and Surveillance	<b>300</b>	<b>279</b>	<b>300</b>	\$100	\$30,000	0.14
Stationary Sources	<b>300</b>	<b>273</b>	<b>300</b>	\$90	\$27,000	0.14
Executive Management and Legal	<b>250</b>	<b>302</b>	<b>400</b>	\$133	\$53,200	0.19
Community Relations & Education	<b>65</b>	<b>75</b>	<b>78</b>	\$104	\$8,112	0.04
Administration	<b>1,169</b>	<b>1,182</b>	<b>1,350</b>	\$100	\$135,000	0.65
<b>TOTAL</b>	<b>14,739</b>	<b>13,937</b>	<b>13,003</b>		<b>\$ 1,100,012</b>	<b>6.25</b>
<b>Full Time Equivalents (FTE) Administrative Costs</b>	<b>7.09%</b>	<b>6.70%</b>	<b>6.25%</b>			<b>14.00%</b>

<b>Fiscal Year Comparison:</b>	<b>Contract Cost</b>	<b>FTE</b>
Fiscal Year 18	\$ 1,100,000	7.09
Fiscal Year 19	\$ 1,100,000	6.25
Fiscal Year 19 Monthly	\$91,666.67	

\*Hours for year 2018 are provided as a point of reference compared to last fiscal year and next fiscal year.

The following page(s) contain the backup material for Agenda Item: [Adopt a resolution authorizing the Executive Director/APCO to maintain credit card accounts with Umpqua Bank, approving the Umpqua Bank Commercial Card Agreement, authorizing the Executive Director/APCO to execute agreements, approved as to legal form by](#)

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #5*

**DATE:** December 18, 2018

**RECOMMENDATION:** Adopt a resolution authorizing the Executive Director/APCO to maintain credit card accounts with Umpqua Bank, approving the Umpqua Bank Commercial Card Agreement, authorizing the Executive Director/APCO to execute agreements, approved as to legal form by District Counsel.

**SUMMARY:** This action will adopt a resolution authorizing credit card accounts for the AVAQMD with Umpqua Bank; it approves the Umpqua Bank Commercial Card Agreement; and authorizes the Executive Director/APCO to execute the necessary agreements.

**BACKGROUND:** The District has had credit card accounts with Bank of the West since 2012. Credit cards are a means for making purchases necessary for District operations and are regularly used by the Executive Director and staff. Recent changes in this program have reduced the benefits available to the District when using these credit cards.

Umpqua Bank has established a credit card program for members of the California Special Districts Association (CSDA). As a member of CSDA, the District can take advantage of this program which includes cash back rebates, custom purchasing configuration options, and enhanced administration. Lending institutions require a resolution from the agency's governing body to open bank and credit card accounts.

This resolution: 1) authorizes the Executive Director/APCO to maintain credit card accounts with Umpqua Bank, 2) approves the Umpqua Bank Commercial Card Agreement, 3) authorizes the Executive Director/APCO to execute agreements, approved as to legal form by the Office of District Counsel; and 4) authorizes the administration of the accounts by the Mojave Desert AQMD, pursuant to the Agreement between the AVAQMD and the MDAQMD.

**REASON FOR RECOMMENDATION:** A resolution from the AVAQMD Governing Board is required by the lending institution to open and maintain credit card accounts.

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #5*

**PAGE 2**

**REVIEW BY OTHERS:** This item was reviewed by Allison Burns, Special Counsel as to legal form and by Bret Banks, Executive Director/APCO (AVAQMD) on or about December 7, 2018.

**FINANCIAL DATA:** No increase in appropriation is anticipated.

**PRESENTER:** Bret Banks, Executive Director/APCO



This Commercial Card Account Agreement (“Account Agreement”) sets forth the terms of Commercial Card Account (“Commercial Card Account”) for . Your Commercial Card Account has been opened in the name of Company pursuant to the credit application submitted by Company to Umpqua Bank. All extensions of credit in connection with your Commercial Card Account are being made by Umpqua Bank (“Umpqua”).

1. **Definitions.** In this Account Agreement the following definitions shall apply: “Account” means each individual credit card account established in connection with a Commercial Card and for which Company is fully liable under the Commercial Card Account in accordance with this Account Agreement. “Annual Percentage Rate” or “APR” means an annualized rate of Finance Charge, as determined by us. “Authorized Officer” means the individual(s) who signed Company credit application and this Account Agreement on behalf of Company. “Cash Advance” means a Transaction to obtain a cash loan from Umpqua or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, or otherwise) and/or a loan from Umpqua through your use of any checks or drafts Umpqua may provide for drawing funds from Umpqua to be posted as Cash Advances on your Commercial Card Account (any surcharges charged by any owner or operator of any ATM, or by Umpqua, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance). “Commercial Card” means each Visa® credit card that is issued to a Commercial Cardholder under your Commercial Card Account and this Account Agreement. “Commercial Cardholder” means a Company employee who is designated by Company to receive a Commercial Card and who is approved to use such Commercial Card to effect Transactions during the term of this Account Agreement. “Commercial Cardholder Agreement” means the Commercial Credit Cardholder Agreement that applies to each Account and whose terms bind a Commercial Cardholder. “Company” means the corporation, limited liability company, partnership, proprietorship, or other entity that opened the Commercial Card Account with Umpqua pursuant to which Commercial Cards will be issued. “Finance Charge” means any charge to an Account by Umpqua that is calculated and assessed in accordance with this Account Agreement or a Commercial Cardholder Agreement. “Note” means any promissory note or other agreement, including this Account Agreement, for the extension of credit entered into between Lender and Borrower. “Purchase” means a Transaction made to purchase or lease goods or services, or pay amounts you or any Commercial Cardholder owes (excluding Cash Advances). “Transaction” means any Account activity that has a debit value. The words “we”, “us”, and “our” refer to Umpqua Bank (“Umpqua”). The words “Borrower”, “you”, and “your” refer to Company.
2. **Acceptance of this Account Agreement.** Your Authorized Officer’s signing of the credit application, Commercial Card or use of Commercial Card or Commercial Card Account confirms your acceptance to be bound by this Account Agreement, as well as any other agreements, disclosures, rules, or notices relating to the Commercial Cards and/or the Commercial Card Account as may be posted on Umpqua’s website or otherwise made available to you and as amended from time to time. You represent and warrant that (a) you have all necessary corporate or applicable organizational authority and have taken all action necessary to enter into this Account Agreement and to perform your obligations hereunder, (b) this Account Agreement has been duly executed and delivered by you and is a legal, valid, and binding obligation, enforceable against you in accordance with the terms hereof, and (c) the Authorized Officer signing is duly authorized to execute and deliver this Account Agreement on your behalf.
3. **Ownership of Commercial Cards.** Each Commercial Card remains the property of Umpqua. Umpqua can revoke your and/or any Commercial Cardholder’s right to use the Commercial Card Account at any time. Umpqua can do this with or without cause and without giving you or the applicable Commercial Cardholder notice. You and/or your Commercial Cardholders must immediately surrender Commercial Cards to Umpqua upon request.
4. **Program Administration.** Company shall designate in writing to us a Program Administrator to actively manage the Commercial Card Account on your behalf. If not specifically designated by Company, the Program Administrator shall be the first Authorized Officer listed in the signature block of Company’s credit application. You agree and acknowledge that such Program Administrator is duly authorized by you to act on your behalf with respect to the Commercial Card Account, and that we may rely on all directions and information we receive from Program Administrator regarding the Commercial Card Account, including issuance of Commercial Cards to your employees. The Program Administrator’s responsibilities shall include:
  - (a) Conducting Commercial Account maintenance;
  - (b) Collecting Commercial Card request forms, ensuring proper authorization, and facilitating new Commercial Card orders;
  - (c) Communicating Company policy to all Commercial Cardholders that restricts the use of the Commercial Card to business purposes only;
  - (d) Accessing and monitoring Commercial Card Account spending reports;
  - (e) Regularly auditing Company’s expense management program to ensure compliance with Company policies;
  - (f) Maintaining internal Company Commercial Card Account forms, policies, procedures, approved and prohibited usage guidelines, web site details and training materials;
  - (g) Maintaining hierarchical approval of all Purchases;
  - (h) Being familiar with all aspects of the Commercial Card Account and each Commercial Card;
  - (i) Handling all Company and Commercial Cardholder inquiries and billing disputes, credit line increase requests, and other requests and notices under this Account Agreement;
  - (j) Upon request, providing us with such information and documentation as we may deem necessary to protect our interests; and
  - (k) Promptly advising us of any termination of any Commercial Cardholder employment relationships with Company and, upon such termination, collect, cut in half and return to us the associated Commercial Card(s)
  - (l) Immediately notifying us by phone and in writing of any reported or suspected unauthorized use of or access to any Commercial Card or the Commercial Card Account.
5. **Scope of Commercial Card Program.** This Account Agreement shall apply to Cash Advances and Purchases by Company, its subsidiaries, divisions, or affiliates as approved by Umpqua, and Commercial Cardholders. Umpqua is a card-issuing member of Visa®, USA, Inc. and Visa® International and may issue credit cards and establish credit card accounts to designated employees of Company as set forth in this Account Agreement. Company will designate employees who are to receive Commercial Cards and become Commercial Cardholders, and unless



Umpqua notifies Company to the contrary, Umpqua will issue Commercial Cards to such employees. Unless Umpqua notifies Company to the contrary, or a Commercial Card has been terminated as provided herein, all Commercial Cards will expire upon termination of this Account Agreement. Umpqua may elect in its sole discretion not to issue a Commercial Card to an employee that Company wishes to receive such Commercial Card. Any or all charging privileges may also be withdrawn with or without cause at any time with or without notice.

6. **Use of Commercial Card Account.** You and your Commercial Cardholders may use your Commercial Card Account for Purchases and Cash Advances, wherever the Commercial Card is honored. You agree not to use, and agree that your Commercial Cardholders will not use, your Commercial Card Account for any transaction that is primarily for personal, family or household purposes. You agree to accept credits to the Commercial Card Account instead of cash refunds when the original Purchase was charged to the Commercial Card Account. You agree not to use, and agree that your Commercial Cardholders will not use, the Commercial Card Account for any illegal transactions. You acknowledge that Umpqua provides the Commercial Cards as an accommodation party only and, except as otherwise expressly provided by law or herein, Umpqua is not responsible for the manner in which the Commercial Cards are used.
7. **Refusal to Honor Commercial Card.** Umpqua will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Umpqua also reserves the right to deny authorization of any Purchase or Cash Advance. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of any Commercial Card or the Commercial Card Account.
8. **Obligations on the Commercial Card Account.** You authorize us to pay and charge the Commercial Card Account for all Purchases and Cash Advances made or obtained by any Commercial Cardholder or anyone you authorize to use a Commercial Card or the Commercial Card Account. You promise to pay us for all of these Transactions, plus any related Finance Charges assessed on the Commercial Card Account and any other charges and fees that you may owe us under the terms of this Account Agreement or that your Commercial Cardholders may owe us under the terms of the applicable Commercial Cardholder Agreement. Company will be obligated to pay Transactions posted to the Commercial Card Account whether resulting from (a) actual use of a Commercial Card, (b) mail order or telephone, computer or other electronic Purchases made without presenting the Commercial Card, or (c) any other circumstance where you authorize a Transaction, or authorize someone else to effect a Transaction, to the Commercial Card Account.
9. **Statements.** We will send each Commercial Cardholder a statement at the end of each billing cycle in which the Commercial Cardholder's Account reflects a debit or credit balance (i.e., the total amount of Transactions, Finance Charges and other charges (including, without limitation, any fees) and amounts due under the Commercial Cardholder Agreement, net of any payments and credits, as shown on a Commercial Cardholder's monthly billing statement (such amount for each Commercial Cardholder's Account, the "New Balance") or if a Finance Charge has been imposed. An electronic statement may be made available in substitution of a paper statement upon request. Among other things, the monthly statement will: itemize Transactions, credits and adjustments; show any Finance Charge; and, set forth the New Balance, the credit limit, available credit, and the date on which the New Balance is due and payable in full ("Payment Due Date").
10. **Payments. Individual Billing.** If you select individual billing, we will bill each Commercial Cardholder for such Commercial Cardholder's New Balance (as the term "New Balance" is defined in the Commercial Cardholder Agreement), which amount is due in full, on or before the Payment Due Date. Notwithstanding individual billing, you are responsible for full payment of the New Balance on each Commercial Cardholder's Account on or prior to the Payment Due Date, independent of any agreement or program for reimbursement that may exist between you and your employee and independent of any attempts of Umpqua to bill or collect the New Balance from such Commercial Cardholder. All payments must be made in U.S. dollars. Any payment made by check or other item must be drawn on a financial institution located in the United States. The monthly payment must be sent to Umpqua at the address shown on your monthly statement.

*Central Billing.* If you select central billing, we will bill you for all New Balances regarding all Commercial Cards under Company's Commercial Card Account, and we will send Commercial Cardholders billing statements showing their New Balances as memorandum items only. You will pay Umpqua directly the total amount of all Commercial Cardholders' New Balances, as shown on your monthly statement.

*General Terms for Both Billing Methods.* You agree not to deduct or withhold, without our prior written approval, any amount shown as due on a billing statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not effect any of our rights to payment in full. You agree that payment terms set forth herein supersede any agreement with regard to payment terms established between you or any Commercial Cardholder and the seller of goods or services or any payment terms that might be imputed to you or any Commercial Cardholder and the seller under applicable law for goods or services purchased using Commercial Cards. Subject to any mandatory provisions of applicable law, all payments made on the Commercial Card Account will be applied to your balances in the Commercial Card Account in the manner we determine. In general, we apply payments to lower APR balances before higher APR balances, which means, among other things, your finance charges will increase if you make transactions that are subject to higher APRs. If payment does not conform to the requirements stated above, crediting of the Commercial Card Account may be delayed. If this happens, additional charges may be imposed.

11. **Cash Advances.** If you consent, a Commercial Cardholder may be able to use the Commercial Card to obtain Cash Advances.
12. **Finance Charges.** Finance Charges begin on the date of the Transaction, or the first day of the Commercial Cardholder's billing cycle in which the Transaction is posted, whichever is later. However, Finance Charges will be imposed on Purchases only if the entire New Balance, as shown on the Commercial Cardholder's monthly billing statement, is not paid in full on or before the Payment Due Date. The Annual Percentage Rates for Cash Advances and Purchases are described below. In each case, the periodic rate is calculated by dividing the APR by the total number of days in the calendar year (i.e., 365 or 366).

We figure a portion of the Finance Charge on Cash Advances by applying the periodic rate to the "average daily balance" of Cash Advances (including current transactions). To get the "average daily balance" we take the beginning balance of your Cash Advances each day (which such beginning balance includes any past due Finance Charges on Cash Advances), add any new Cash Advances, and subtract any applicable



payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The **Annual Percentage Rate** for Cash Advances is currently **23.99%**. Depending on qualifications, other rates for Cash Advances may apply or be available and notice thereof will be provided to you or the cardholder. The minimum **Finance Charge** on your combined Cash Advance and Purchase balance is **\$1.00**.

We figure a portion of the Finance Charge on Purchases by applying the periodic rate to the "average daily balance" of your Purchases (excluding current transactions). To get the "average daily balance" we take the beginning balance of your Purchases each day (which such beginning balance includes any Finance Charges on Purchases), and subtract any applicable payments or credits. We do not add in any new Purchases. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The **Annual Percentage Rate** for Purchases is 21.99%. Depending on qualifications, rates other than the standard APR for Purchases may apply or be available and notice thereof will be provided to you or the Commercial Cardholder. The minimum **Finance Charge** on your combined Purchase and Cash Advance balance is **\$1.00**.

If we have "special" Finance Charge offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as Purchases described above. Any such special Finance Charge arrangements may be forfeited if you or Company breach, or are in default under, this Account Agreement or any other agreement governing use of the Commercial Card Account, in which case the above described APRs may apply.

13. **Foreign Currency Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa® USA, Inc. or its affiliates ("Visa®"), using Visa® currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. A conversion international transaction charge will be charged to the Card. In addition, an International Transaction Fee will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S. in the amount set forth in the Pricing Information located on the final page of this agreement.
14. **Other Charges.** In addition to any Finance Charge, the following other charges will be applicable to each Account:
  - (a) **Late Fee.** If we do not receive payment by the Payment Due Date shown on the Commercial Cardholder's monthly billing statement, we may charge a late payment fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this late payment fee applies each time a Commercial Cardholder's New Balance is not paid by the Payment Due Date.
  - (b) **Return Check Fee.** If a bank does not honor the check or ACH withdrawal used to pay amounts owing under a Commercial Cardholder Agreement or we must return a check because it is not signed or is otherwise irregular, we may charge a return check fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this return check fee applies to each Account for which a bank does not honor the check or ACH withdrawal used or for which we must return a check.
  - (c) **Payment by Phone Fee.** We may charge a fee if you or a Commercial Cardholder make a payment through a phone call to us in the amount set forth in the Pricing Information located on the final page of this agreement.

We may change the Pricing Information from time to time (through disclosures posted on Umpqua's website or otherwise made available to you).

When a Commercial Cardholder uses an ATM not owned by us, there may be a fee charged by the ATM operator, Umpqua or by any network used to complete a transaction, and/or a fee may be charged for a balance inquiry (even if any other transaction is not completed).

Unless otherwise arranged between us, any late, return check, or payment by phone will be added to the Commercial Cardholder's Purchase balance and be treated as a Purchase.

15. **Default.** You will be in default if: (1) you fail to comply with this Account Agreement or a Commercial Cardholder fails to comply with the Commercial Cardholder Agreement, (2) you fail to meet any of your other obligations to us, howsoever arising (i.e., whether related or unrelated to this Account Agreement or your Commercial Card Account), including, but not limited to any other obligations you have to Umpqua, as Borrower or Guarantor, under any note, account agreement, guaranty, business loan agreement, commercial security agreement, deed of trust or other similar loan documents, (3) a petition for bankruptcy, insolvency, receivership, or similar protection is filed by or against Company or any Commercial Cardholder, (4) in any month, we do not receive the amount due by the Payment Due Date regarding any Commercial Card, (5) any Commercial Cardholder exceeds his or her credit line or Company's overall credit line is exceeded, (6) Company is dissolved, consolidated or merged, or a change in control of the ownership of Company or any of its affiliates occurs, (7) any Guarantor of this Account Agreement becomes insolvent, dies or becomes incompetent, or revokes or disputes the validity of, or liability under any guaranty of indebtedness that includes this Account Agreement, (8) any Guarantor of this Account Agreement fails to comply with any term, obligation, covenant or condition contained in its guaranty, or (9) we believe in good faith that the payment or performance of your or any Commercial Cardholder's obligations to us is impaired for any reason. If you or any Commercial Cardholder is in default, Umpqua may, at its option, restrict some or all further Commercial Card Account activity. Umpqua may also, at its option, demand immediate payment of the full balance and take any available legal action. If you are in default and fail to pay any amount that you owe, then you will be liable for Umpqua's collection costs



and, if the claim is referred to an attorney for collection, then you will be liable for any reasonable attorney fees which are incurred, plus the costs and expenses of legal action. Nothing herein shall limit our right to terminate any or all of your Commercial Card Account privileges as otherwise provided in this Account Agreement. We will not be obligated to honor any attempted use of any Commercial Card if a default has occurred regarding such Commercial Card or regarding Company's Commercial Card Account or if we have decided to suspend or terminate the Commercial Card or the Commercial Card Account privileges.

16. **Liability.** Company shall be liable for all Purchases, fees, Cash Advances and other charges incurred or arising by virtue of the use of Commercial Card Account whether or not authorized. The Program Administrator shall notify Umpqua by telephone (with written confirmation) of the termination of employment of any Commercial Cardholder or any lost or stolen Commercial Card. Based upon Standard Industry Classifications ("SIC") or Visa® Merchant Category Codes ("MCC") and as agreed to by Company, Umpqua shall consider requests to establish charge authorization procedures in order to cause certain transactions to be refused or denied. Umpqua may monitor transaction activity in order to assist Company in detecting transactions which are outside of usage procedures established by Company or Authorized Officer; provided, Company will bear any incremental costs borne by Umpqua to monitor transaction activity and assist Company in detecting such transactions, including allocated cost of personnel needed to administer such functions, and provided that Umpqua shall have no liability regarding any alleged failure on its part to detect any detecting transactions which are outside of usage procedures established by Company or otherwise unauthorized or improper.
17. **Billing Disputes.** Disputes regarding charges or billings hereunder shall be communicated in writing to Umpqua at the address indicated in paragraph 'Notice and Communication. Be advised that oral communications with us regarding disputed charges or billings may not preserve your rights. Communications should include the Commercial Cardholder name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Umpqua within sixty (60) days of the date of the statement on which the disputed or incorrect charge first appeared or you will be deemed to have accepted them and waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with a Commercial Card, and billing errors on your periodic statement. Umpqua will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but it will not be responsible for resolving or correcting them.
18. **Notice and Communication.** We will send statements and any other notices to Company at the address shown in our files. Our notice may refer you to a link on our website, in which case you hereby agree to access such link and read the content on the webpage to which it directs you, or else contact us to receive a hardcopy of such notification and then read it. Company agrees to inform us promptly in writing of any change in address. We may, in our discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from Company to Umpqua must be directed to: Umpqua Bank, Credit Card Department, PO Box 1952 Spokane, WA 99210-1952, or by calling us at 1-866-777-9013. If you have a dispute with us, please be advised that contacting us verbally may not preserve your rights.
19. **Internet Access and Account Information.** Umpqua may permit you to access certain information regarding your Commercial Card Account via the Internet and may provide certain advance reporting regarding your Commercial Card Account. Such Internet access and advance reporting may be subject to additional terms and conditions that will be displayed upon initial login, and you hereby agree to be bound thereby. Umpqua may, in its sole and absolute discretion, at any time and without prior notice, discontinue providing you with Internet access and/or such advance reporting or elect to assess certain fees (or increase such fees) in connection with providing such access or such advance reporting. UMPQUA SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING PROVIDED TO YOU (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY INTERNET ACCESS AND/OR ADVANCE REPORTING IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA. If Umpqua elects to provide you with access to certain information regarding your Commercial Card Account via the Internet or provides any advance reporting regarding your Commercial Card Account, you will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and Company agrees to accept full liability for any changes made to the Commercial Card Account using these internet services.
20. **Proprietary Information.** Umpqua considers the Commercial Card program to be a unique service involving Umpqua's proprietary information. Company agrees that Commercial Card program reports, manuals, documentation (including, without limitation, this Account Agreement) and related materials will not be used or disclosed other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
21. **Termination.** This Account Agreement shall remain in full force and effect until terminated by either Company or Umpqua upon ninety (90) days prior written notice to the other party. All Commercial Cards and related Accounts shall be deemed canceled effective upon termination of this Account Agreement.

Upon termination of this Account Agreement, Company shall instruct all Commercial Cardholders to return all Commercial Cards, cut in half, to Company, and Company shall thereafter be responsible for returning all Commercial Cards to Umpqua. Company and the Commercial Cardholders shall remain liable for all purchases, fees and other charges incurred or arising by virtue of the use of a Commercial Card prior to the termination date.

Umpqua shall have the right to suspend all services and its obligations under this Account Agreement in the event that the amount due from Company, as the result of Purchases, fees, Cash Advances and other such charges, exceeds the credit limit established by Umpqua.

Upon the termination of this Account Agreement, all amounts outstanding on the Commercial Card Account shall be immediately due and payable, without further demand or notice.



The provisions of this Account Agreement shall survive termination of this Account Agreement as their context may naturally dictate.

Notwithstanding the foregoing or any other provision in this Account Agreement, we may limit, suspend, or terminate your privileges under this Account Agreement or the privileges of any Commercial Cardholder under a Commercial Cardholder Agreement (and list the Commercial Card and the Commercial Card Account in warning directories) at any time without notice or liability.

22. **Credit Worthiness.** Umpqua reserves the right to:
- (a) Determine the creditworthiness of Company periodically by obtaining financial statements from Company;
  - (b) Request a guaranty of payment, pledge of collateral, or other similar security from Company or its subsidiaries or affiliates based on the review of Company financial statements;
  - (c) Approve or decline the issuance, renewal, or replacement of a Commercial Card to any person at our sole discretion;
  - (d) Cancel, suspend or limit spending on any Commercial Card at any time for any reason or no reason, subject to the notice requirements set forth in the Termination section of this Account Agreement.
23. **Warranties.** Company warrants that:
- (a) This Account Agreement constitutes a valid, binding and enforceable agreement of Company;
  - (b) The execution of this Account Agreement and the performance of its obligations under this Account Agreement are within Company's powers; have been duly authorized by all necessary action; and do not constitute a breach of any agreement of Company with any party;
  - (c) The execution of this Account Agreement and the performance of its obligations under this Account Agreement will not cause a breach by it of any duty arising in law or equity or otherwise; and
  - (d) Company is solvent and possesses the financial capacity to perform all of its obligations under this Account Agreement.
- Failure of any of the above representations and warranties to be true and correct in all respects during the term of this Account Agreement shall constitute a breach of this Account Agreement, and Umpqua will have the right, upon notice to Company, to immediately terminate this Account Agreement and all amounts outstanding hereunder shall be immediately due and payable, without further demand or notice.
24. **Collateral.** This Account Agreement shall be secured by any and all personal property that you have granted to Umpqua under any security agreement securing other Notes from you to Umpqua, except for titled vehicle. However, in no event shall the obligations of the Company under this Account Agreement be secured by real property of any cross-collateralization provision to the contrary in any commercial loan documents between Company and Umpqua.
25. **Financial Information.** Umpqua may elect to defer to Financial Information contained within an active Commercial Borrowing Agreement between the Company and Umpqua. If Company does not have an existing Commercial Borrowing Agreement with Umpqua, then Company shall deliver to Umpqua as soon as available, and in any event not later than One hundred and twenty (120) days after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants selected by Company. If audited financials are not available, bank at its sole discretion, may accept reviewed or prepared financial statements. Company further agree to provide to Umpqua from time-to-time, such other information regarding the financial condition of Company as Umpqua may reasonable request. You hereby authorize Umpqua to request credit reports in connection with the issuance and use of the Commercial Cards. Information concerning your credit history with Umpqua may be furnished to consumer reporting agencies or others who may properly receive that information.
26. **Unauthorized Transactions.** We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Commercial Cards or PINs. You will promptly notify us of any actual or suspected breach of security or unauthorized activity involving the Commercial Cards or the Commercial Card Account (whether or not involving your employees). Company must establish, maintain, and follow commercially reasonable security procedures regarding the Commercial Cards and Commercial Card Account.
27. **Trademarks.** Company and Umpqua each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. Company and Umpqua each agree that, without prior written consent of the other party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other party.
28. **Amendment.** We can amend this Account Agreement at any time upon notice. Subject to the requirements of applicable law, any amendments to this Account Agreement will become effective at the time stated in our notice and unless we specify otherwise, the amended terms of this Account Agreement will apply to all outstanding unpaid indebtedness in the Commercial Card Account relating to your Commercial Card usage as well as new transactions. Use of any Commercial Card by a Commercial Cardholder after the effective date of the change constitutes acceptance of the change. You shall have no right to amend this Account Agreement.
29. **Interpretation.** The section headings shall in no way be held to explain, modify, or aid in the interpretation of the provisions hereof. Wherever possible, each provision will be interpreted in a manner as to be valid, legal, and enforceable under applicable law. If any provision is declared invalid, illegal, or unenforceable in any jurisdiction, it shall be modified to render it valid, legal, and enforceable in the manner that best advances the spirit of this Account Agreement and/or such provision shall be deemed deleted, as the subject court or arbitrator(s) shall determine, and the remaining provisions will continue in full force and effect in the subject jurisdiction. The rule of construing ambiguities against the drafter shall not apply.
30. **Non-Waiver.** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or similar language purporting to have the same effect without losing or in any way impairing any of our rights. We can also delay enforcing our rights for any length of time and for any number of times without losing or in any way impairing those or any other of our rights. The fact that we may at any time honor a Purchase or Cash Advance in excess of a credit line does not obligate us to do so again, nor does it waive any of our rights or remedies



regarding any breach of this Account Agreement. Without limiting the foregoing, the delay or failure of Umpqua to exercise any right, power or option, or to insist upon strict compliance with any term of this Account Agreement, shall not constitute a waiver of that or any other right, power, option, or term of this Account Agreement, nor a waiver of that or any other breach thereof, nor a waiver of our right at any time thereafter to require strict compliance with that or any other term hereof. No waiver shall be effective against Umpqua unless it is expressly stated in a writing signed by Umpqua.

31. **Survivability of Payment Obligations, Rights and Remedies.** The obligation of Company to make payments as herein set forth, shall continue until fully performed. Rights, obligations or liabilities which arise prior to the suspension or termination of this Account Agreement shall survive the suspension or termination of this Account Agreement, including any rights Company or Umpqua may have with respect to each other arising out of either party's performance of services or obligations prior to the expiration or termination of this Account Agreement.
32. **DISCLAIMER.** UMPQUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO COMPANY OR ANY COMMERCIAL CARDHOLDER WITH RESPECT TO THIS ACCOUNT AGREEMENT OR ANY COMMERCIAL CARDHOLDER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL UMPQUA SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA.
33. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (I) UMPQUA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (II) UMPQUA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN OUR REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (III) UMPQUA WILL NOT BE LIABLE FOR ANYTHING EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED WE HAVE COMPLIED WITH OUR OBLIGATIONS UNDER THIS ACCOUNT AGREEMENT, AND SUBJECT TO APPLICABLE LAW, COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD UMPQUA HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY USE OF ANY COMMERCIAL CARD, THE COMMERCIAL CARD ACCOUNT, THIS ACCOUNT AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE.
34. **Governing Law.** This Agreement and your Card will be controlled by and construed and enforced under the laws of the State of Oregon without regard to Oregon's conflict of laws principles (i.e., as applicable to agreements made and performed in Oregon) and, as applicable, Federal law.
35. **Venue.** If there is a dispute or issue relating to your account or to this Agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the account and that the county will be chosen by us in our sole discretion.
36. **Assigns & Successors.** You may not assign, in whole or in part, any Commercial Card, the Commercial Card Account, or this Account Agreement to any other person or entity. We may at any time(s) assign, in whole or in part, the Commercial Card Account, any sums due on the Commercial Card Account, this Account Agreement. The person(s) or entity(ies) to whom we make any such assignment shall succeed to our rights and/or obligations under this Account Agreement to the extent assigned. Except as otherwise provided in this Account Agreement, it shall be binding upon the parties' successors.
37. **Remedies.** Except where a remedy is expressly stated to be exclusive, the remedies herein provided are cumulative and not exclusive of any remedies provided herein or otherwise, at law or in equity. To the extent permitted by applicable law, Umpqua reserves a right of setoff in all Company accounts with Umpqua (whether checking, savings or other account), including all existing accounts and all such accounts that may be opened in the future. Company authorizes Umpqua, to the extent permitted by applicable law, to charge or setoff all sums owing on the Commercial Card Account against any and all such accounts, and, at Umpqua's option, to administratively freeze all such accounts to allow Umpqua to protect Umpqua's charge and setoff rights provided in this paragraph or otherwise.
38. **Entire Agreement.** This Account Agreement, along with the related credit application documents, and other related agreement(s) is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
39. **Confidentiality.** We will disclose information to third parties about your account or the transactions you make in order to process transactions or otherwise perform our obligations under this Agreement, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), or to comply with government agency or court orders, or if you give us your written permission.

**UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.**



### PRICING INFORMATION

Interest Rates and Interest Charges	Purchase Annual Percent Rate (APR)	A fixed APR, currently 21.99%
	Cash Advance APR	A fixed APR, currently 23.99%
	Balance Calculation Method	Average Daily Balance (Including new purchases)
	Minimum Interest Charge per Billing Cycle	\$1.00 unless Average Daily Balance for combined Purchases and Cash Advances is zero
	Grace Period	Your due date as shown on your monthly statement will be a minimum of 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers, cash advances, and overdraft advances on the transaction date.
Fees	Balance Transfer	Not Available
	Cash Advance	Either \$15 or 5% of the amount of each transaction, whichever is greater
	International Transaction	2.00% of transactions made outside the U.S., in either foreign currency or U.S. dollars, using an Umpqua Bank card
	Late Payment	\$15 if the balance is less than \$100; \$35 if the balance is \$100 or more
	Payment by Phone	\$10
	Return Payment	\$35
	Return Check	\$35
Custom Card Design Fee	\$500 one-time setup fee; fee waived with a minimum of \$2MM in annual card program spend	

The information listed above is correct as of September 26, 2017 and is subject to change at any time without prior notice. To receive the most recent information, please write to Umpqua Bank, PO Box 1952 Spokane, WA 99210-1952 or access Umpqua's website at [www.umpquabank.com/disclosures/](http://www.umpquabank.com/disclosures/).

COMPANY \_\_\_\_\_

Umpqua Bank \_\_\_\_\_

AUTHORIZED SIGNER

AUTHORIZED SIGNER

\_\_\_\_\_  
SIGNATURE

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SIGNATURE

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ASSOCIATE SIGNATURE

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DATE

*This agreement requires a minimum of one (1) signature by an authorized signer of the company. Any and all signers must be authorized to sign on behalf of the company.*

**RESOLUTION NO.**

**A RESOLUTION OF THE GOVERNING BOARD OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT AUTHORIZING CREDIT CARD ACCOUNTS WITH UMPQUA BANK AND DESIGNATING THE EXECUTIVE DIRECTOR/APCO TO EXECUTE AGREEMENTS.**

On December 18, 2018, on motion by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, and carried, the following resolution is adopted:

**WHEREAS**, the Antelope Valley Air Quality Management District (AVAQMD) is an independent special district formed under the authority of the California Health and Safety Code §41310ff; and

**WHEREAS**, the Governing Board of the AVAQMD has the authority to “borrow money and incur indebtedness” pursuant to California Health and Safety Code §41333; and

**WHEREAS**, the AVAQMD uses credit cards as a means for making purchases necessary for District operations; and

**WHEREAS**, Umpqua Bank has established a credit card program tailored for special districts with membership in the California Special Districts Association (CSDA); and

**WHEREAS**, the AVAQMD is a member of CSDA; and

**WHEREAS**, the program offered by Umpqua Bank offers additional incentives that are favorable to the AVAQMD.

**NOW, THEREFORE, BE IT RESOLVED**, by the AVAQMD Governing Board, the following:

1. The Commercial Card Account Agreement with Umpqua Bank is hereby approved.
2. The Governing Board hereby authorizes the Executive Director/APCO to maintain credit card accounts with Umpqua Bank and to enter into any and all agreements necessary to establish the accounts and ensure the smooth operation of such accounts.
3. The Governing Board further authorizes the Deputy Director/Administration and the Finance Manager from the Mojave Desert Air Quality Management District to enter into any and all agreements necessary to administer such accounts, including but not limited to services such as requesting credit cards, authorizing or declining transactions, and making payments for good and services purchased on said credit card accounts, pursuant to the Agreement for services between the AVAQMD and the MDAQMD.

**RESOLUTION NO.**

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4. Credit cards shall be available to the AVAQMD staff as authorized by the Executive Director/APCO.

5. A District policy will govern the appropriate use(s) of the credit card.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon adoption and will be in full force and effect until express written notice of its rescission, modification, or termination has been received by the bank.

PASSED, APPROVED AND ADOPTED by the Governing Board of the Antelope Valley Air Quality Management District by the following vote:

AYES:	MEMBER:
NOES:	MEMBER:
ABSENT:	MEMBER:
ABSTAIN:	MEMBER:

STATE OF CALIFORNIA )  
 )  
 ) ss:  
 COUNTY OF LOS ANGELES )

I, Deanna Hernandez, Senior Executive Analyst of the Antelope Valley Air Quality Management District, hereby certify the foregoing to be a full, true and correct copy of the record of the action as the same appears in the Official Minutes of said Governing Board at its meeting of December 18, 2018.

\_\_\_\_\_,  
Senior Executive Analyst  
Antelope Valley Quality Management District

The following page(s) contain the backup material for Agenda Item: [Receive and file the Financial Report. The Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at October 31, 2018, which provides financial information and budget performance concerning the cu](#)

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #6*

**DATE:** December 18, 2018

**RECOMMENDATION:** Receive and file.

**SUMMARY:** The Financial Report is provided to the Governing Board for information concerning the fiscal status of the District at October 31, 2018, which provides financial information and budget performance concerning the current fiscal status of the District.

**BACKGROUND:** The Financial Reports provide financial and budget performance information for the District for the period referenced.

**BALANCE SHEET.** The balance sheet is a financial statement that summarizes the District's financial position as of October 31, 2018.

**STATEMENT OF REVENUES & EXPENDITURES.** A fund accounting report of all District revenue and related expenditures incurred in the day to day administration of District Operations.

**STATEMENT OF ACTIVITY.** The target variance for October is 33% of FY19.

*District Wide* reports details revenue and expenses for the District's operating account and grant funds. *Contracted Services* reports the expenses made by the (MDAQMD) and passed through to the District. *Report Recap* is consolidates both reports.

**BANK REGISTERS.** This report details the Districts bank activity.

**DISTRICT CARDS** – This report details purchases made using the District's credit cards.

**REASON FOR RECOMMENDATION:** Receive and file.

**REVIEW BY OTHERS:** This item was reviewed by Allison Burns, Special Counsel as to legal form and by Bret Banks, Executive Director/APCO (AVAQMD) on or about December 7, 2018.

**PRESENTER:** Bret Banks, Deputy Director – Antelope Valley Operations.

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**Antelope Valley AQMD**  
**Balance Sheet - Governmental Funds**  
**As of October 31, 2018**

## Financial Report

	<u>General Fund</u>	<u>AB2766 Mobile Emissions</u>	<u>AB923 Mobile Emissions</u>	<u>Carl Moyer</u>	<u>Total</u>
<b>Assets</b>					
Current Assets					
Cash	1,489,835.46	328,644.38	1,270,652.07	921,437.58	4,010,569.49
Cash Held For Other Fund	22,167.74	256,799.61	(299,131.24)	20,163.89	0.00
Receivables	331,673.80	0.00	0.00	0.00	331,673.80
Pre-Paid	9,137.32	0.00	0.00	0.00	9,137.32
<b>Total Current Assets</b>	<b>1,852,814.32</b>	<b>585,443.99</b>	<b>971,520.83</b>	<b>941,601.47</b>	<b>4,351,380.61</b>
<b>Total Assets</b>	<b>1,852,814.32</b>	<b>585,443.99</b>	<b>971,520.83</b>	<b>941,601.47</b>	<b>4,351,380.61</b>
<b>Liabilities and Net Position</b>					
Current Liabilities					
Payables	293,748.92	0.00	0.00	88,595.22	382,344.14
Due to Others	350.00	0.00	0.00	0.00	350.00
Unearned Revenue	0.00	0.00	0.00	780,118.82	780,118.82
<b>Total Current Liabilities</b>	<b>294,098.92</b>	<b>0.00</b>	<b>0.00</b>	<b>868,714.04</b>	<b>1,162,812.96</b>
Restricted Fund Balance	0.00	701,623.40	883,142.86	71,316.66	1,656,082.92
Cash Reserves	370,000.00	0.00	0.00	0.00	370,000.00
Unassigned Fund Balance	1,107,030.44	0.00	0.00	0.00	1,107,030.44
Pre-Paid	9,825.42	0.00	0.00	0.00	9,825.42
Change in Net Position	71,859.54	(116,179.41)	88,377.97	1,570.77	45,628.87
<b>Total Liabilities &amp; Net Position</b>	<b>1,852,814.32</b>	<b>585,443.99</b>	<b>971,520.83</b>	<b>941,601.47</b>	<b>4,351,380.61</b>

**Antelope Valley AQMD**  
**Statement of Revenues & Expenditures**  
**For the Period Ending October 31, 2018**

## Financial Report

	<u>General Fund</u>	<u>AB2766 Mobile Emissions Program</u>	<u>AB923 Mobile Emissions Program</u>	<u>Carl Moyer Program</u>	<u>Total Governmental Funds</u>
<b>Revenues</b>					
Application and Permit Fees	36,942.88	0.00	0.00	0.00	36,942.88
AB 2766 and Other Program Revenues	71,595.50	38,433.43	54,883.73	4,279.90	169,192.56
Fines	2,983.00	0.00	0.00	0.00	2,983.00
Investment Earnings	0.00	0.00	0.00	0.00	0.00
Federal and State	0.00	0.00	0.00	0.00	0.00
Miscellaneous Income	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>111,521.38</b>	<b>38,433.43</b>	<b>54,883.73</b>	<b>4,279.90</b>	<b>209,118.44</b>
<b>Expenditures</b>					
Program Staff	91,666.67	0.00	0.00	0.00	91,666.67
Services and Supplies	55,427.92	3,500.00	13,000.00	4,279.90	76,207.82
Contributions to Other Participants	0.00	0.00	0.00	0.00	0.00
Capital Outlay Improvements and Equipment	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>147,094.59</b>	<b>3,500.00</b>	<b>13,000.00</b>	<b>4,279.90</b>	<b>167,874.49</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>(35,573.21)</b>	<b>34,933.43</b>	<b>41,883.73</b>	<b>0.00</b>	<b>41,243.95</b>

**Antelope Valley AQMD**  
**Statement of Activity - MTD, MTM and YTD**  
**For 10/31/2018**

00 District Wide

	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	% Budget to Actual
<b>Revenues</b>				
Permitting	35,581.24	452,497.11	842,150.00	(0.54)
Programs	169,192.56	408,105.98	2,603,044.00	(0.16)
Application Fees	6,210.00	15,566.00	42,000.00	(0.37)
State Revenue	0.00	0.00	141,500.00	0.00
Fines & Penalties	1,000.00	5,400.00	9,000.00	(0.60)
Interest Earned	0.00	11,491.96	14,300.00	(0.80)
Adjustments to Revenue	(2,865.36)	(4,437.53)	0.00	0.00
<b>Total Revenues</b>	<b>209,118.44</b>	<b>888,623.52</b>	<b>3,651,994.00</b>	<b>(0.24)</b>
<b>Expenses</b>				
Office Expenses	6,167.45	34,130.46	98,925.00	0.35
Communications	5,264.37	11,814.69	23,500.00	0.50
Vehicles	437.16	2,183.43	11,500.00	0.19
Program Costs	20,779.90	302,313.13	1,753,826.00	0.17
Travel	1,753.82	2,270.81	10,000.00	0.23
Professional Services				
Research Studies	0.00	0.00	6,000.00	0.00
Consulting Fees	0.00	0.00	3,000.00	0.00
Stipends	500.00	2,400.00	8,400.00	0.29
Maintenance & Repairs	225.00	900.00	6,500.00	0.14
Non-Depreciable Inventory	0.00	131.35	11,000.00	0.01
Dues & Subscriptions	1,377.00	5,322.00	10,500.00	0.51
Legal	3,042.80	6,616.20	19,000.00	0.35
Miscellaneous Expense	(90.00)	447.09	800.00	0.56
Suspense	1,640.68	292.29	0.00	0.00
Capital Expenditures	0.00	0.00	90,000.00	0.00
Other	0.00	(6,600.00)	0.00	0.00
<b>Total Expenses</b>	<b>41,098.18</b>	<b>362,221.45</b>	<b>2,052,951.00</b>	<b>0.18</b>
<b>Program Staff</b>				
Program Staff	0.00	0.00	100,218.00	0.00
<b>Total Program Staff</b>	<b>0.00</b>	<b>0.00</b>	<b>100,218.00</b>	<b>0.00</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>168,020.26</b>	<b>526,402.07</b>	<b>1,498,825.00</b>	<b>(0.35)</b>

**Antelope Valley AQMD**  
**Statement of Activity - MTD, MTM and YTD**  
**For 10/31/2018**

10 Contracted Services

	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	% Budget to Actual
<b><u>Revenues</u></b>				
<b><u>Expenses</u></b>				
Office Expenses	0.00	2,499.27	8,500.00	0.29
Vehicles	117.77	241.29	500.00	0.48
Travel	0.00	0.00	1,000.00	0.00
Professional Services				
Payroll Contract	10.20	20.40	250.00	0.08
Financial Audit & Actuarial Svcs	34,817.22	111,162.74	190,000.00	0.59
Non-Depreciable Inventory	0.00	18.87	0.00	0.00
Dues & Subscriptions	164.45	164.45	0.00	0.00
<b>Total Expenses</b>	<b>35,109.64</b>	<b>114,107.02</b>	<b>200,250.00</b>	<b>0.57</b>
<b><u>Program Staff</u></b>				
Program Staff	91,666.67	366,666.18	1,100,000.00	0.33
<b>Total Program Staff</b>	<b>91,666.67</b>	<b>366,666.18</b>	<b>1,100,000.00</b>	<b>0.33</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>(126,776.31)</b>	<b>(480,773.20)</b>	<b>(1,300,250.00)</b>	<b>(0.37)</b>

**Antelope Valley AQMD**  
**Statement of Activity - MTD, MTM and YTD**  
**For 10/31/2018**

Report Recap

	M-T-D Actual	Y-T-D Actual	Y-T-D Budget	% Budget to Actual
<b>Revenues</b>				
Permitting	35,581.24	452,497.11	842,150.00	(0.54)
Programs	169,192.56	408,105.98	2,603,044.00	(0.16)
Application Fees	6,210.00	15,566.00	42,000.00	(0.37)
State Revenue	0.00	0.00	141,500.00	0.00
Fines & Penalties	1,000.00	5,400.00	9,000.00	(0.60)
Interest Earned	0.00	11,491.96	14,300.00	(0.80)
Adjustments to Revenue	(2,865.36)	(4,437.53)	0.00	0.00
<b>Total Revenues</b>	<b>209,118.44</b>	<b>888,623.52</b>	<b>3,651,994.00</b>	<b>(0.24)</b>
<b>Expenses</b>				
Office Expenses	6,167.45	36,629.73	107,425.00	0.34
Communications	5,264.37	11,814.69	23,500.00	0.50
Vehicles	554.93	2,424.72	12,000.00	0.20
Program Costs	20,779.90	302,313.13	1,753,826.00	0.17
Travel	1,753.82	2,270.81	11,000.00	0.21
Professional Services				
Payroll Contract	10.20	20.40	250.00	0.08
Financial Audit & Actuarial Svcs	34,817.22	111,162.74	190,000.00	0.59
Research Studies	0.00	0.00	6,000.00	0.00
Consulting Fees	0.00	0.00	3,000.00	0.00
Stipends	500.00	2,400.00	8,400.00	0.29
Maintenance & Repairs	225.00	900.00	6,500.00	0.14
Non-Depreciable Inventory	0.00	150.22	11,000.00	0.01
Dues & Subscriptions	1,541.45	5,486.45	10,500.00	0.52
Legal	3,042.80	6,616.20	19,000.00	0.35
Miscellaneous Expense	(90.00)	447.09	800.00	0.56
Suspense	1,640.68	292.29	0.00	0.00
Capital Expenditures	0.00	0.00	90,000.00	0.00
Other	0.00	(6,600.00)	0.00	0.00
<b>Total Expenses</b>	<b>76,207.82</b>	<b>476,328.47</b>	<b>2,253,201.00</b>	<b>0.21</b>
<b>Program Staff</b>				
Program Staff	91,666.67	366,666.18	1,200,218.00	0.31
<b>Total Program Staff</b>	<b>91,666.67</b>	<b>366,666.18</b>	<b>1,200,218.00</b>	<b>0.31</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>41,243.95</b>	<b>45,628.87</b>	<b>198,575.00</b>	<b>(0.23)</b>

**Antelope Valley AQMD**  
**Bank Register from 10/01/2018 to 10/31/2018**  
Wells Fargo Operating

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0000001	10/04/2018	Credit Card Transaction - Fuel Tech Electric	0.00	690.00	300,724.19
0003646	10/10/2018	[10006] BANK OF THE WEST-CC Charges	1,363.77	0.00	299,360.42
0003647	10/10/2018	[10071] MAIL FINANCE-Postage meter Lease	77.75	0.00	299,282.67
0003648	10/10/2018	[10260] QCS BUILDING SERVICES-Custodial services Oct 18	225.00	0.00	299,057.67
0003649	10/10/2018	[10040] SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY-Auto insurance addition/deletion	328.40	0.00	298,729.27
0003650	10/10/2018	[10592] SPECTRUM BUSINESS-Interent Service	770.00	0.00	297,959.27
0003651	10/10/2018	[10045] VERIZON BUSINESS-Phones equipment and service	4,463.30	0.00	293,495.97
0003652	10/10/2018	[10046] VERIZON CALIFORNIA-Long distance Charges	30.61	0.00	293,465.36
0003653	10/10/2018	[10063] VOYAGER FLEET SYSTEMS-Fuel Card Charges	186.33	0.00	293,279.03
0000001	10/16/2018	Credit Card Transaction - Sunwest Engineering - SCE	0.00	690.00	293,969.03
0000001	10/16/2018	Credit Card Transactions - Cupertino Electric	0.00	1,322.00	295,291.03
0000001	10/18/2018	Credit Card Transaction - Bouma USA Mgmt	0.00	575.00	295,866.03
0003654	10/18/2018	[10011] CALIFORNIA SPECIAL DISTRICTS ASSOCIATION-2019 membership	1,377.00	0.00	294,489.03
0003655	10/18/2018	[10026] MOJAVE DESERT AQMD-AUG FY18	122,066.16	0.00	172,422.87
0003656	10/18/2018	[10027] MOJAVE ENVIRONMENTAL EDUCATION CONSORTIUM-CDAWG Registration BB, BL	790.00	0.00	171,632.87
0003657	10/18/2018	[00069] SOUTHERN CALIFORNIA EDISON-Electric service	228.56	0.00	171,404.31
R19-06	10/18/2018	Op Fund Rep #6	0.00	124,461.72	295,866.03
0000001	10/22/2018	Credit Card Transaction - Bouma USA	0.00	86.00	295,952.03
R19-05	10/22/2018	Op Fund Rep #5	0.00	7,445.16	303,397.19
<b>Total for Report:</b>			<b>131,906.88</b>	<b>135,269.88</b>	

**Antelope Valley AQMD**  
**Bank Register from 10/01/2018 to 10/31/2018**  
LA County General Fund P6A

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0000001	10/02/2018	Daily Deposit	0.00	5,642.22	1,220,274.36
0082846	10/09/2018	Transfer AB923 - July 2018	51,384.33	0.00	1,168,890.03
0082847	10/09/2018	Transfer AB2766 - July 2018	35,982.91	0.00	1,132,907.12
0000001	10/15/2018	Daily Deposit	0.00	9,309.48	1,142,216.60
0000001	10/16/2018	Daily Deposit	0.00	181,303.14	1,323,519.74
0000324	10/17/2018	Daily Deposit	0.00	62,243.99	1,385,763.73
0082848	10/18/2018	Transfer AB923 - August 2018	54,883.73	0.00	1,330,880.00
0082849	10/18/2018	Transfer AB2766 - August 2018	38,433.43	0.00	1,292,446.57
R19-06	10/18/2018	Op Fund Rep #6	124,461.72	0.00	1,167,984.85
R19-05	10/22/2018	Op Fund Rep #5	7,445.16	0.00	1,160,539.69
0000325	10/23/2018	Daily Deposit	0.00	9,213.02	1,169,752.71
<b>Total for Report:</b>			<b>312,591.28</b>	<b>267,711.85</b>	

**Antelope Valley AQMD**  
**Bank Register from 10/01/2018 to 10/31/2018**  
LA County AB2766 U5R

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0082847	10/09/2018	Transfer AB2766 - July 2018	0.00	35,982.91	293,710.95
M19-43	10/12/2018	[10635] SANCHEZ, WILBERTH-AB2766 Grant	1,000.00	0.00	292,710.95
0082849	10/18/2018	Transfer AB2766 - August 2018	0.00	38,433.43	331,144.38
M19-46	10/18/2018	[10636] HUNTER, GINGER-AB2766 Grant	1,000.00	0.00	330,144.38
M19-47	10/18/2018	[10637] TRUJILLO, CESAR-AB2766 Grant	500.00	0.00	329,644.38
M19-48	10/18/2018	[10638] ESTAVILLE, TONI-AB2766 Grant	1,000.00	0.00	328,644.38
<b>Total for Report:</b>			<b>3,500.00</b>	<b>74,416.34</b>	

**Antelope Valley AQMD**  
**Bank Register from 10/01/2018 to 10/31/2018**  
**LA County AB923**

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0082846	10/09/2018	Transfer AB923 - July 2018	0.00	51,384.33	1,228,768.34
M19-44	10/12/2018	[10084] ENVIRONMENTAL ENGINEERING STUDIES VAVR-AB923 Grant	9,000.00	0.00	1,219,768.34
M19-45	10/12/2018	[10084] ENVIRONMENTAL ENGINEERING STUDIES VAVR-AB923 Grant	4,000.00	0.00	1,215,768.34
0082848	10/18/2018	Transfer AB923 - August 2018	0.00	54,883.73	1,270,652.07
<b>Total for Report:</b>			<b>13,000.00</b>	<b>106,268.06</b>	

**Antelope Valley AQMD**  
**Bank Register from 10/01/2018 to 10/31/2018**  
LA County Carl Moyer U5S

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
C19-5	10/12/2018	[10084] ENVIRONMENTAL ENGINEERING STUDIES VAVR-Moyer Grant	2,809.90	0.00	922,907.58
C19-6	10/12/2018	[10084] ENVIRONMENTAL ENGINEERING STUDIES VAVR-Moyer Grant	1,470.00	0.00	921,437.58
<b>Total for Report:</b>			<b>4,279.90</b>	<b>0.00</b>	

**Antelope Valley AQMD**  
**Bank Register from 10/01/2018 to 10/31/2018**  
District Cards

<u>Check/Ref</u>	<u>Date</u>	<u>Name/Description</u>	<u>Check Amount</u>	<u>Deposit Amount</u>	<u>Account Balance</u>
0000043	10/10/2018	September 2018	0.00	1,363.77	27.89
0000293	10/28/2018	[10648] CHEVRON-Rental car gasoline to attend the CAPCOA Fall Membership Conference	23.10	0.00	4.79
0000294	10/28/2018	[10580] CUBESMART-Monthly lease payment for storage unit for long term storage of District documents and records.	139.00	0.00	-134.21
0000295	10/28/2018	[10581] SAM'S CLUB-Office Supplies	94.11	0.00	-228.32
0000296	10/28/2018	[10611] SPUDNUT DONUTS-October 2018 Governing Board Refreshments	10.70	0.00	-239.02
0000297	10/28/2018	[10646] THE TIRE STORE-Flat tire repair District vehicle - Black Dodge Caliber.	10.00	0.00	-249.02
0000044	10/29/2018	October 2018	0.00	276.91	27.89
<b>Total for Report:</b>			<b>276.91</b>	<b>1,640.68</b>	

The following page(s) contain the backup material for Agenda Item: 1) Award an amount not to exceed \$500,000 in grant funds to Antelope Valley Schools Transportation Agency toward the purchase of zero-emissions electric school buses that will replace older diesel-fueled school buses; and 2) Authorize the Executive Direct

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #7*

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Award an amount not to exceed \$500,000 in grant funds to Antelope Valley Schools Transportation Agency toward the purchase of zero-emissions electric school buses that will replace older diesel-fueled school buses; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details, and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item awards an amount not to exceed \$500,000 to Antelope Valley Schools Transportation Agency (AVSTA) in Community Air Protection (CAP) Program and Mobile Source Emission Reductions Program (AB 923) funds toward the replacement of three (3) older diesel school buses with zero-emissions electric school buses.

**BACKGROUND:** In June 2018 the AVAQMD Governing Board authorized the acceptance of Community Air Protection (CAP) funds administered through the Carl Moyer Program. In an effort to support the goals of AB 134, the AVAQMD identified areas lower socio-economic areas within the Antelope Valley most impacted by mobile sources of air pollution that would benefit from CAP. While mobile source emissions are a large contributor to air pollution within the Antelope Valley, the AVAQMD considered a project that would meet the goals of AB 134 by removing diesel-fueled school buses that operate in disadvantage communities and low-income areas and replacing them with zero-emission electric school buses. AVSTA proposed a plan, in accordance to the recommendation, by volunteering to remove (3) older diesel-fueled buses operating within disadvantage communities and low-income areas. AVAQMD staff has evaluated the proposed project to meet the terms and conditions for the use of AB 134 pursuant to eligibility for the Carl Moyer Program and proposes funding assistance in an amount not to exceed \$500,000. The permanent retirement of the older-diesel school buses coupled by AVSTA's incorporating electric school buses into their fleet helps meet State and local goals to transition to zero emission alternative vehicles.

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #7*

**PAGE 2**

**REASON FOR RECOMMENDATION:** Governing Board approval is needed to fund projects administered through the Carl Moyer Program. Additionally, Governing Board authorization is needed for the Executive Director/APCO to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board as to legal form, and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or about December 5, 2018.

**FINANCIAL DATA:** Sufficient funds are available from the District's Community Air Protection (CAP) Program and Mobile Source Emissions Reduction Program (AB 923) funds.

**PRESENTER:** Bret Banks, Executive Director/APCO

The following page(s) contain the backup material for Agenda Item: [1\) Authorize \\$15,000 in Mobile Emission Reductions Program \(AB 2766\) funds to the Alternative Fuel Vehicle Program; and 2\) Authorize the Executive Director/APCO and staff to execute the Alternative Fuel Vehicle Program as outlined in the Work Plan. Prese](#)

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #8*

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Authorize \$15,000 in Mobile Emission Reductions Program (AB 2766) funds to the Alternative Fuel Vehicle Program; and 2) Authorize the Executive Director/APCO and staff to execute the Alternative Fuel Vehicle Program as outlined in the Work Plan.

**SUMMARY:** This item authorizes \$15,000 in Mobile Emission Reductions Program (AB 2766) funds to the District's ongoing grant program used to incentivize the purchase of light-duty alternative fuel vehicles.

**BACKGROUND:** In June 2006, the AVAQMD Board (the Board) established an incentive program to off-set the incremental cost associated with the purchase of natural gas-fueled vehicles and refueling units. In April 2011, the Board expanded the Alternative Fuel Vehicle (AFV) program to include all alternative fuel vehicles including electric and electric/hybrid vehicles. In March 2013, the Board approved new eligibility criteria limiting the District incentives to new AFV purchase or lease agreements made with local Dealerships, and one incentive per household. In September 2013, the Board approved to offer up to 50 percent of the current incentive to local residents who purchase or lease with Dealerships outside the District due to availability. In June 2014, the Board approved to continue the AFV program decreasing the incentive to \$1,000 and discontinuing the home refueling and charging incentives. Since inception, the AFV incentive program has provided incentives towards 520 vehicles and 139 home refueling/charging units totaling approx. \$1.5 million to local residents.

**REASON FOR RECOMMENDATION:** Governing Board authorization is needed to allocate Mobile Source Emission Reductions Program funds and/or changes to the guidelines.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns Special Counsel to the Governing Board as to legal form and by Bret Banks, Executive Director/APCO on or before December 3, 2018.

**FINANCIAL DATA:** Sufficient funds are available from the District's Mobile Source Emission Reductions (AB 2766) funds.

**PRESENTER:** Julie McKeehan, Grants Analyst

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

The following page(s) contain the backup material for Agenda Item: 1) Award an amount not to exceed \$94,700 in Carl Moyer Program funds to Bill's Landscaping, Inc. for the replacement of older diesel off-road equipment with newer, cleaner technology; and 2) Authorize the Deputy Director and staff to negotiate target time

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #9*

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Award an amount not to exceed \$94,700 in Carl Moyer Program funds to Bill's Landscaping, Inc. for the replacement of older diesel off-road equipment with newer, cleaner technology; and 2) Authorize the Deputy Director and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item awards an amount not to exceed \$94,700 of Carl Moyer Program funding to Bill's Landscaping, Inc. for the retirement of one (1) uncontrolled diesel tractor toward the purchase of one (1) 2018 JD diesel tractor certified to the Tier 4 standard.

**BACKGROUND:** AVAQMD has received an application from Bill's Landscaping, Inc. requesting grant funding under the Carl Moyer Program towards retirement and replacement of older diesel tractors and equipment. Bill's Landscaping, Inc. proposes voluntary participation in the Carl Moyer Program to reduce emissions by early retirement of older, higher polluting diesel-powered equipment and replacing it with new, cleaner technology that meets the current emission standards. The proposed project will permanently retire one (1) uncontrolled tractor to receive 80 percent in Carl Moyer Grant funding to off-set the purchase of one (1) 2018 John Deere tractor calculated to produce 1.07 tons/yr. emissions reduction. Staff has evaluated the application and found the proposed replacement project to satisfy the Carl Moyer eligibility requirements for off-road equipment projects and is eligible to receive 80 percent toward the replacement costs. The removal and destruction of the older diesel tractor will provide early emission reductions that help the Valley towards attainment of the national ambient air quality standards.

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

**MINUTES OF THE GOVERNING BOARD  
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LANCASTER, CALIFORNIA**

*AGENDA ITEM #9*

**PAGE 2**

**REASON FOR RECOMMENDATION:** Governing Board approval is needed to fund Carl Moyer projects. Additionally, Governing Board authorization is needed for the Deputy Director to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Governing Counsel and by Bret Banks, Deputy Director – Antelope Valley Operations on or before December 5, 2018.

**FINANCIAL DATA:** Sufficient funds are available under the District’s Carl Moyer Program Year 20.

**PRESENTER:** Julie McKeehan, Grants Analyst

The following page(s) contain the backup material for Agenda Item: [1\) Approve the FY 18-19 Application for Carl Moyer Program Year 21 Funds and authorize its submission to the California Air Resources Board \(CARB\); 2\) Allocate a maximum of 15 percent of Mobile Source Emissions Reduction \(MSER\) Program funds to serve as t](#)

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #10*

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Approve the FY 18-19 Application for Carl Moyer Program Year 21 Funds and authorize its submission to the California Air Resources Board (CARB); 2) Allocate a maximum of 15 percent of Mobile Source Emissions Reduction (MSER) Program funds to serve as the required match funding for the Carl Moyer Memorial Air Quality Standards Attainment Program (the Moyer Program); and 3) Authorize the Executive Director/APCO and staff to execute the agreement, approved as to legal form.

**SUMMARY:** This agenda item the Governing Board formally approves the District's continued participation in the Moyer Program, and the acceptance of funds allocated and awarded to the District for eligible projects and program administration for FY 18-19. The District will comply with the terms and conditions of the current Moyer Guidelines and the District's Moyer Program Policies and Procedures Manual. This agenda item also authorizes the District to accept and enter into agreement funding for "Rural District Assistance Program" (RAP), State Reserve and Community Air Protection(CAP) funds all administered through the Carl Moyer Program, including the acceptance of Moyer Program funds through inter-district transfer; and allocates District funds, under budget authority or fiduciary control, for the required match up to 15 percent of the awarded Moyer Program funds. In addition, this item authorizes the Executive Director/APCO and staff to execute agreements with CARB which binds the parties to the terms and conditions set forth in the application and the current Moyer Program Guidelines.

**BACKGROUND:** The purpose of the program is to reduce emissions by providing financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road and off-road engines and equipment including construction and agricultural, forklifts, transit and school buses, an accelerated vehicle retirement program, alternative fuel and electric infrastructure projects, and lawn mower equipment replacement. The state legislature authorized continuing funding for statewide implementation of the Moyer Program for FY 18-19. The AVAQMD has successfully implemented the program in past years to reduce emissions through clean air projects. On occasion the District may have projects that qualify for the "Rural District Assistance Program" (RAP), State Reserve and Community Air Protection (CAP) portion of Moyer Program funds. The District will also solicit any available Moyer Program funds accessible through inter-district transfer.

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #10*

**PAGE 2**

**REASON FOR RECOMMENDATION:** The Moyer Program Guidelines require that the Governing Board formally approve District application, allocate match funds and authorize the Executive Director/APCO and staff to execute the agreement with CARB.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns Special Counsel to the Governing Board as to legal form and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or before December 5, 2018.

**FINANCIAL DATA:** Carl Moyer Program funds are supplementary to the AVAQMD budget. Staff estimates sufficient funds to be available in the MSER Program (AB 2766 and/or AB 923 revenues) grant pools to meet the required match funding commitment which will be allocated to the grant program as needed. The distribution of these funds is included in the FY 18-19 budget.

**PRESENTER:** Julie McKeehan, Grants Analyst

The following page(s) contain the backup material for Agenda Item: 1) Award an amount not to exceed \$100,000 in grant funds to High Desert Dairy to replace older diesel-powered farm equipment with new, cleaner technology; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical

**MINUTES OF THE GOVERNING BOARD  
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*AGENDA ITEM #11*

**PAGE 1**

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Award an amount not to exceed \$100,000 in grant funds to High Desert Dairy to replace older diesel-powered farm equipment with new, cleaner technology; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item awards an amount not to exceed \$100,000 in Carl Moyer Program and Mobile Source Emission Reductions Program (AB 923) funds to High Desert Dairy for the replacement of two (2) older John Deere diesel tractors with new, cleaner tractors certified to the Final Tier 4/current emission standards.

**BACKGROUND:** AVAQMD received an application from High Desert Dairy requesting grant funding towards retirement and replacement of older diesel-powered farm equipment. High Desert Dairy proposes voluntary participation in the Carl Moyer Equipment Replacement Program to reduce emissions by retiring two (2) older John Deere diesel tractors to receive \$50,000 for each tractor in grant funding to off-set the costs to purchase two (2) new John Deere tractors with the cleanest off-road engine technology calculated to produce 2.6 tons of surplus emissions reduction per year. Staff has evaluated the project for Carl Moyer eligibility pursuant to the guidelines for the use of Carl Moyer and Mobile Source Emission Reductions Program (AB 923) funding. Applicant is eligible to receive the proposed \$50,000 each toward the replacement costs for a grant in the amount of \$100,000. Early fleet turnover provides emission reductions that help the Valley towards attainment of the national ambient air quality standards.

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

**MINUTES OF THE GOVERNING BOARD  
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LANCASTER, CALIFORNIA**

*AGENDA ITEM #11*

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**REASON FOR RECOMMENDATION:** Governing Board approval is needed to fund Carl Moyer projects. Additionally, Governing Board authorization is needed for the Executive Director/APCO and staff to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board, as to legal form and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or before December 5, 2018.

**FINANCIAL DATA:** Sufficient funds are available from the District's Year 20 Carl Moyer and Mobile Source Emission Reductions Program (AB 923) funds.

**PRESENTER:** Julie McKeehan, Grants Analyst

The following page(s) contain the backup material for Agenda Item: 1) Award an amount not to exceed \$35,000 of Mobile Source Emission Reductions (AB 2766) funds to Paraclete High School for the replacement of older diesel vehicles with newer, cleaner engine technology; and 2) Authorize the Executive Director/APCO and sta

**MINUTES OF THE GOVERNING BOARD  
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*AGENDA ITEM #12*

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Award an amount not to exceed \$35,000 of Mobile Source Emission Reductions (AB 2766) funds to Paraclete High School for the replacement of older diesel vehicles with newer, cleaner engine technology; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item awards an amount not to exceed \$35,000 of Mobile Source Emission Reductions (AB 2766) funds for the replacement of (2) older diesel-fueled Dodge vans with (2) 2018 gasoline-fueled Ford vans

**BACKGROUND:** AVAQMD received an application from Paraclete High School (Paraclete) for grant funding to assist in replacing older vehicles with newer, cleaner vehicles. Paraclete proposes voluntary participation in turning over their fleet with newer, cleaner vehicles in effort to support the District's goals of reducing local mobile emissions. Staff has evaluated the project for the use of Mobile Source Emissions Reduction Program (AB 2766) funds pursuant to the District's work plan and finds the proposed replacement project to contribute to local emission reductions produced by mobile sources and aids the Antelope Valley toward attainment of the national ambient air quality standards. District proposes to grant a maximum of \$17,500 each vehicle not to exceed \$35,000 toward the proposed project.

**REASON FOR RECOMMENDATION:** Governing Board approval is needed to fund District grant projects. Additionally, Governing Board authorization is needed for the Executive Director/APCO and staff to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board, as to legal form and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or before December 5, 2018.

**FINANCIAL DATA:** Sufficient funds are available for disbursement under the District's Mobile Source Emission Reductions Program (AB 2766) funds. Other funds allocated to the District for mobile source projects may be used based on availability.

**PRESENTER:** Julie McKeehan, Grants Analyst

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

The following page(s) contain the backup material for Agenda Item: [1\) Award an amount not to exceed \\$50,000 in Mobile Source Emission Reductions Program \(AB 923\) funds to the Antelope Valley Transit Authority \(AVTA\) toward the installation of proposed Electric Vehicle Charging Stations \(Project\); and 2\) Authorize the Exe](#)

**MINUTES OF THE GOVERNING BOARD  
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LANCASTER, CALIFORNIA**

*AGENDA ITEM #13*

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Award an amount not to exceed \$50,000 in Mobile Source Emission Reductions Program (AB 923) funds to the Antelope Valley Transit Authority (AVTA) toward the installation of proposed Electric Vehicle Charging Stations (Project); and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item awards funding to the Antelope Valley Transit Authority to identify and implement electric vehicle charging projects within the Antelope Valley that will provide accessible and reliable public vehicle charging. The Project is to install dual-port Level II Stations at one or more locations within the City of Lancaster. AVAQMD will reimburse the costs at the completion of the Project not to exceed \$50,000.

**BACKGROUND:** Antelope Valley Transit Authority has committed to be the first 100% percent all electric transit fleet. AVTA is a local agency that has the experience, expertise and knowledge to identify and develop electric vehicle charging stations with the Antelope Valley. The District proposes to utilize AVTA's expertise by supporting the project with reimbursement of the equipment purchase and installation costs not to exceed \$50,000. The goal of the Project is to entice the public's support of EV adoption in the region by means of making EVs accessible and available for Antelope Valley residents. Replacing gasoline powered vehicles with EV will assist in reducing locally generated mobile emissions and help to move California closer to the 2025 goal of putting 1.5 million zero-emission vehicles on the road.

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #13*

**PAGE 2**

**REASON FOR RECOMMENDATION:** Governing Board approval is needed to approve the grant and allocation from the District's Mobile Source Emission Reductions (AB 923) funds. Additionally, Governing Board authorization is needed for the Executive Director/APCO to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board, as to legal form and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or about November 5, 2018.

**FINANCIAL DATA:** Funds are granted from the District's Mobile Source Emission Reductions (AB 923) program funds. Projected payouts of the grant funds are contingent upon the availability of funds.

**PRESENTER:** Julie McKeehan, Grants Analyst

The following page(s) contain the backup material for Agenda Item: [1\) Award an amount not to exceed \\$50,000 in Mobile Source Emissions Reduction Program funds \(AB 2766\) to the Los Angeles County Sheriffs Department, Palmdale Station for the purchase of a clean diesel pickup truck capable of operating on B20 biofuel; and](#)

**MINUTES OF THE GOVERNING BOARD  
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LANCASTER, CALIFORNIA**

*AGENDA ITEM #14*

**DATE:** December 18, 2018

**RECOMMENDATION:** 1) Award an amount not to exceed \$50,000 in Mobile Source Emissions Reduction Program funds (AB 2766) to the Los Angeles County Sheriff's Department, Palmdale Station for the purchase of a clean diesel pickup truck capable of operating on B20 biofuel; and 2) Authorize the Executive Director/APCO and staff to negotiate target time frames, technical project details, and execute an agreement, approved as to legal form by the Office of District Counsel.

**SUMMARY:** This item authorizes AB 2766 funding to the Los Angeles County Sheriff's Department, Palmdale Station in an amount not to exceed \$50,000 towards the purchase of a clean diesel pickup truck capable of operating on B20 biofuel.

**BACKGROUND:** The Los Angeles County Sheriff's Department, Palmdale Station has submitted a request for grants funding towards the purchase of a clean diesel pickup truck capable of operating on B20 biofuel. B20 biofuel is a fuel blend of 20 percent biodiesel and 80 percent conventional ultra-low sulfur diesel (ULSD). The Los Angeles County Sheriff's Department, Palmdale Station identified a B20 capable pickup truck, as both a clean air and environmentally friendly alternative to a diesel vehicle operating on conventional diesel. The ability to use B20 fuel lessens dependence on foreign oil while achieving emission reductions. In addition, B20 fuel is the most viable clean air option for this vehicle that will provide the performance needed in support of various Sheriff's Traffic Enforcement duties such as relocating mobile speed displays and rotating radar trailers throughout the City for the purpose of enforcing traffic laws, facilitation safe and expedient traffic flow and reduction of traffic collisions. In addition, the vehicle is ideal for supporting sobriety checkpoints and distracted driving campaigns. Staff has reviewed the project and finds it to meet eligibility requirements for the use of AB 2766 funding. AB 2766 funds may be used to support programs that reduce air pollution from motor vehicles and related planning.

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cc: Jean Bracy  
Laquita Cole  
Michelle Powell  
Julie McKeehan

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #14*

**PAGE 2**

**REASON FOR RECOMMENDATION:** Governing Board approval is required to approve the grant and allocation from the District's Mobile Source Emissions Reduction (AB 2766) funds. Additionally, Governing Board authorization is required for the Executive Director/APCO to negotiate and execute an agreement with the grant recipient.

**REVIEW BY OTHERS:** This item was reviewed as to legal form by Allison Burns, Special Counsel to the Governing Board as to legal form and by Bret Banks, Executive Director/APCO on or about December 10, 2018.

**FINANCIAL DATA:** Project payment is expected May 2019 upon the availability of funding from the District's Mobile Source Emissions Reduction (AB 2766) funds.

**PRESENTER:** Julie McKeehan, Grants Analyst

The following page(s) contain the backup material for Agenda Item: [Receive and file AVAQMD's Grant Programs Overview](#). Presenter: [Julie McKeehan, Grants Analyst](#).

**MINUTES OF THE GOVERNING BOARD  
OF THE ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT  
LANCASTER, CALIFORNIA**

*AGENDA ITEM #15*

**DATE:** December 18, 2018

**RECOMMENDATION:** Receive and file an overview presentation regarding the Grant Programs.

**SUMMARY:** A staff presentation by the Grants Analyst, Julie McKeehan.

**BACKGROUND:** This overview is intended to expand the knowledge base of the Governing Board members regarding the responsibilities and activities associated with the District's grant programs.

**REASON FOR RECOMMENDATION:** Chair Crist requested staff to provide a brief overview of each grant illustrating where grant funds come from and where and how grant funds can be utilized in addition to outreach efforts.

**REVIEW BY OTHERS:** This item was reviewed by Allison E. Burns, Special Counsel to the Governing Board, as to legal form and by Bret Banks, Executive Director/APCO – Antelope Valley Operations on or about December 7, 2018.

**FINANCIAL DATA:** No increase in appropriation is anticipated.

**PRESENTER:** Julie McKeehan, Grants Analyst