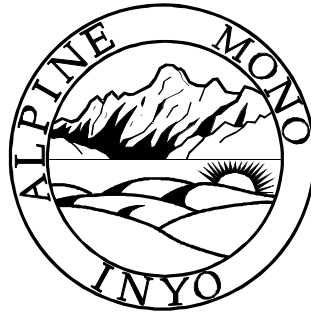


GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT



GOVERNING BOARD REGULAR MEETING INFORMATION

Meeting Date & Time

Thursday, May 11, 2017 at 10:00 am

Meeting Location

Mono County Board of Supervisors Chamber (2nd Floor)
Mono County Courthouse, Main Street (U.S. Highway 395)
Bridgeport, California
(public Wi-Fi password: monolake)

District Board

John Wentworth, Town of Mammoth Lakes, Chair
David Griffith, Alpine County, Vice Chair
Ron Hames, Alpine County
Dan Totheroh, Inyo County
Fred Stump, Mono County
Matt Kingsley, Inyo County
Larry Johnston, Mono County, Chair

Phillip L. Kiddoo, Air Pollution Control Officer
157 Short Street, Bishop, California 93514
(760) 872-8211 E-mail: pkiddoo@gbuapcd.org



Great Basin Unified Air Pollution Control District

157 Short Street, Bishop, California 93514-3537
760-872-8211 Fax: 760-872-6109

NOTICE OF PUBLIC HEARING GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT CONSIDERATION OF ADOPTION OF THE 2017-2018 DISTRICT AND SB 270 BUDGETS AND ORDER

The Governing Board of the Great Basin Unified Air Pollution Control District will conduct a 2nd public hearing for the purpose of considering adopting the District's annual budgets and proposed California Health and Safety Code Section 42316 (SB 270) order for the 2017-2018 fiscal year and providing the public with an opportunity to comment on the proposed budgets and order. The District has prepared a summary of its proposed total annual budget for the 2017-2018 fiscal year, including a schedule of fees and proposed order to be imposed by the District to fund its programs. It should be noted that a portion of the budget is funded through an order authorized by California Health and Safety Code Section 42316, which requires the City of Los Angeles to pay fees to the District based on an estimate of the actual costs to the District of its activities associated with the development of mitigation measures and related air quality analysis associated with the air quality impacts of the City of Los Angeles' water diversion, conveyance and storage activities. A copy of the budget summaries is available for inspection at the District office at the address shown below. The FY 2017-2018 District (non-SB 270) budget may include an automatic adjustment to permit fees to account for changes in the California Consumer Price Index.

The public hearing will be conducted at a regular meeting of the District Governing Board to be held at 10:00 a.m. on Thursday, May 11, 2017, Mono County Board of Supervisors Chambers, Mono County Courthouse, 2nd Floor, Main Street (U.S. Highway 395), Bridgeport California. The public hearing on the District's total annual budgets and proposed order is set for 10:05 a.m. Written comments are invited, and should be addressed to the Great Basin Unified Air Pollution Control District, 157 Short Street, Bishop, California 93514. Written comments received by 5:00 pm on Monday, April 24, 2017, will be included in the staff report sent to the Governing Board members. Comments may also be made during the public hearing. For further information, call the District's Board Clerk, Tori DeHaven at (760) 872-8211.

Publication Dates

Inyo Register	April 6 & April 8, 2017
The Sheet	April 8 & April 15, 2017
Tahoe Daily Tribune	April 7, & April 8, 2017
Record Courier	April 7 & April 9, 2017



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
760-872-8211 Fax: 760-872-6109

NOTICE OF PUBLIC COMMENT PERIOD GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AIR QUALITY MONITORING NETWORK PLAN 2017

The Great Basin Unified Air Pollution Control District (GBUAPCD) has made available for inspection and public comment its *Draft Air Quality Monitoring Network Plan for 2017* (Draft AMNP 2017) in accordance with Title 40 of the Code of Federal Regulations Part 58.10. Copies of the Draft AMNP 2017 and supporting documents may be obtained from the GBUAPCD at 157 Short Street, Bishop, California, and at the District's website, www.gbuapcd.org, under "What's New." Written comments received by 12:00 noon on Monday, April 24, 2017, will be included in an informational item and staff report provided to the Governing Board of the GBUAPCD at its regular Board meeting on May 11, 2017, at 10:00 a.m. at the Mono County Board of Supervisors Chambers, Mono County Courthouse, 2nd Floor, Main Street (U.S. Highway 395), Bridgeport, California. Oral comments will also be taken at this meeting. All written comments must be received by 9:00 a.m. on Thursday, May 11, 2017, to be included in the staff report presented to the U.S. EPA for their consideration and action. Comments on the plan should be sent to Mr. Phill Kiddoo, Air Pollution Control Officer, GBUAPCD, 157 Short Street, Bishop, CA 93514. Comments may also be submitted by e-mail to pkiddoo@gbuapcd.org. For further information, contact Mr. Chris Lanane, Air Monitoring Specialist, at (760) 872-8211.

2017-04-03

Publication Dates

Inyo Register	April 8, 2017
The Sheet	April 8, 2017
Tahoe Daily Tribune	April 8, 2017

Mail List:	Public Notice
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GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 www.gbuapcd.org

GOVERNING BOARD REGULAR MEETING AGENDA

THURSDAY, MAY 11, 2017 AT 10:00 AM

**Mono County Board of Supervisors Chamber (2nd Floor)
Mono County Courthouse, Main Street (U.S. Highway 395)
Bridgeport, California**

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call Tori DeHaven, Board Clerk, at (760) 872-8211 for assistance so the necessary arrangements can be made.

1. Call to order and pledge of allegiance
2. Public comment on matters not on the agenda (No Action)
3. **10:05 a.m.: PUBLIC HEARING (Action)**
 - a. Adoption of orders to the City of Los Angeles to pay 2017-2018 fiscal year fees as provided by Section 42316 of the California Health and Safety Code (SB 270)1
 - b. Fiscal Year 2017-2018 Total District Budget – Approval of the District and SB 270 sub-budgets (Second of two required budget hearings).....5
4. Consent Items (Action)
 - a. Approval of the March 9, 2017 regular Governing Board meeting minutes14
 - b. Designation of Greenheart Farms INC as a sole source provider of plant material for the Keeler Dunes Project and approval of purchase order #2017-1027GH for an amount not to exceed \$48,487.50 with Greenheart Farms INC for the propagation of 25,000 plants for the Keeler Dunes Project.....22
 - c. Approve purchase order with Campbell Scientific Inc. for the amount of \$40,071.94 for the purchase of dataloggers to be used in the air-monitoring network at the Owens Lake29
 - d. Approve purchase of one 12' x 20' building from High Sierra Containers West Coast Barns and Sheds for the construction and delivery for the amount of \$19,044.81.....31
 - e. Approve consulting and service contracts for Fiscal Year 2017-2018.....34
 - f. Approve monitoring leases and rental agreements for Fiscal Years 2017-2018 and 2018-201961
 - g. End of year transfer authority, appropriation changes and carryovers62
5. Adoption of the 2017 Great Basin Unified APCD Air Quality Monitoring Network Plan for air monitoring efforts in the District (Action)63
6. District and SB270 Operating Reserves (Action)70

7. Regional Haze (No Action)
 - a. California Regional Haze Plan and Rule Revision Implications74
(Tina Suarez-Murias, CARB)
8. Air Quality Implications of the Sustainable Groundwater Management Act (SGMA) and Groundwater Sustainable Agency (GSA) Formation (No Action)79
9. Informational items (No Action)
 - a. Travel report82
 - b. Permit enforcement activity report83
 - c. 3rd quarter financial reports fiscal year 2016-201784
 - d. Contract amendment with Desert Research Institute (DRI)92
 - e. 2016-2017 Mammoth Lakes PM10 and meteorological summary.....95
10. Board member reports (No Action)
11. Air Pollution Control Officer report (No Action)104
12. Confirm date and location of next regular meeting (July 13, 2017 in Markleeville)105
13. **CLOSED SESSION** - The Board will recess into closed session for a conference call with legal counsel regarding existing litigation in the following matters:
 - a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers' International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
 - b. Mammoth Community Water District vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140076; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.
14. Adjournment

(All Meetings Are Electronically Recorded – All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 157 Short Street, Bishop, California.)



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 www.gbuapcd.org

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer
Susan Cash, Administrative Projects Manager

Subject: **Public Hearing** – Adoption of orders to the City of Los Angeles to pay the 2017-2018 fiscal year SB 270 mitigation fees as provided by Section 42316 of the California Health & Safety Code

Section 42316 of the California Health & Safety Code (SB 270) gives the District the authority to require the City of Los Angeles (City) to pay annual fees to cover the estimated costs of mitigating the air quality impacts caused by their water-gathering activities. The public hearing on this agenda item pertains to the Board's adoption of an "Order to Pay" to the City for the 2017-2018 fiscal year SB 270 mitigation fees. The next agenda item will separately consider adoption of the District's total budget including the SB 270 sub-budget. The SB 270 fees are the revenue used to fund the SB 270 sub-budget.

STAFF REPORT

At the March 9, 2017 Board meeting, staff presented a preliminary SB 270 budget for the 2017-2018 fiscal year. The Board solicited public comment and directed staff to schedule a public hearing for adoption of the Order to Pay at the next (May 11, 2017) Board meeting. At the March 9th meeting, the only public comment was from Milad Taghavi, Los Angeles Department of Water and Power (LADWP) indicating the City had no objection to the assessment. The proposed final assessment is the same as the draft.

Now, staff recommends that the Board conduct a public hearing to solicit additional comments on the proposed assessment and adopt orders for the City to pay the estimated costs associated with the District's SB 270 related activities.

Included with the Board packet materials for this meeting is a separately bound April 3, 2017 dated document titled *2017-2018 Fiscal Year SB 270 Budget and Fee Assessment*. District staff has distributed this document to the Board and the City. It is available to any interested party, upon request. Staff has summarized the fees below—details can be found in the above referenced *SB 270 Budget and Fee* document.

PUBLIC HEARING - Adoption of Order to the City of Los Angeles to Pay the 2017-2018 Fiscal Year Fees as Provided by Section 42316 of the California Health and Safety Code (SB 270) (Action)

May 11, 2017- Agenda Item No. 3a - Page 1

The annual SB 270 budget and funding assessment is the District's estimate of the cost to maintain the level of effort necessary to address violations of state and federal air quality standards due to the water-gathering activities by the City of Los Angeles with the District's boundaries. The assessment is a fee as provided for in Section 42316 of the California Health & Safety Code. The fee funds the cost of monitoring air quality affected by the City's water-gathering activities, the development of air quality plans, monitoring the City's implementation of control measures, enforcing control measure compliance, control measure research, and collecting data on significant Owens Lake areas as well as environmental resources for California Environmental Quality Act (CEQA) purposes.

SB270 FEE

The proposed fee total is \$5,025,500. Compared to the 2016-17 fee total of \$4,706,000 the proposed fee total represents an increase of 6.79% (\$319,500). The 2017-18 budget contains estimates in each category to meet commitments made by the District in the 2016 SIP Board Order¹, Phase 9/10² EIR, December 2014 Stipulated Judgment³ and 2010 Coso Junction Maintenance Plan⁴ including: 1) maintenance and replacement of air monitoring equipment at Owens Lake; 2) consultant fees necessary to carry out committed regulatory and compliance tasks at Owens Lake and Mono Lake; and 3) the December 2014 Stipulated Judgment³ to implement the terms of the stipulation and agreement. The Owens Lake Scientific Advisory Panel (OLSAP) deferral will come to an end in July 2017, and this budget does not add anything to the \$750,000 carried over from the 2015-16 fiscal year budget.

Compared to 22 years ago in 1995, the proposed FY 2017-18 SB 270 estimated budget and fee assessment has increased a total of \$172,704 (3.69%). Compared to the 2007 assessment of \$5,816,250 when the City and District were implementing the 2006 Settlement Agreement, the FY 2017-18 assessment is \$957,132 less (-16.46%). Since 1995, the California consumer price index has increased by 39.68% and by 37.39% since 2007.

Employee Costs

Total employee costs are estimated to be \$2,869,000, an increase of 4.18% (\$115,000) over FY 2016-17. The increase is primarily attributable to a 2.5 % COLA for employees as well as increased health care premiums, offset by the decrease of 0.35 FTE (contract Administrative Clerk position eliminated). This category includes an allocation of wages, retirement, medical benefits, taxes, unfunded liability for future retiree medical insurance and workers compensation insurance. Other factors reflected in the employee costs section include regular promotion opportunities, regular step increases, retirement expenses, payroll taxes and workers compensation insurance.

COMMENTS RECEIVED

At the March 9th meeting, there was one public comment regarding the SB 270 budget. This comment was from Milad Taghavi of LADWP relaying that the City had no objections to the draft budget. As of the date of this report, no other comments have been received.

SUMMARY

The proposed total SB 270 fee assessment for FY 2017-18 is \$5,025,500 which is the same as the proposed draft budget in March of 2017. This is a 6.79% increase (\$319,500) from the 2016-17 assessment. The amount due and payable to the District by June 25, 2017 will be \$4,859,118 after application of \$166,382 reserve credit.

FISCAL IMPACT

The Board's adoption of the attached "Order to Pay" will require the City of Los Angeles to pay the District \$4,859,118 before the close of business on Thursday, June 25, 2017 (45 days from May 11, 2017¹). This money will then be used to fund the District's SB 270 activities for the 2017-2018 fiscal year. SB 270 provides for an appeal of the assessment by the City to the California Air Resources Board within 30 days of the Board's action, subject to conditions contained in the Kern County Superior Court Stipulated Judgment (February 13, 2014).

BOARD ACTION

1. Staff recommends that the Board conduct the scheduled public hearing for input regarding the proposed fiscal year 2017-2018 SB 270 Fee Assessment Order.
2. Staff recommends that the Board adopt the attached "Fiscal Year 2017-2018 SB 270 Fee Assessment Order to Pay" for the base SB 270 costs in the amount of \$4,859,118.

Attachments

- Fiscal Year 2017-2018 SB 270 Fee Assessment Order to Pay
- *2017-2018 Fiscal Year SB 270 Budget and Fee Assessment*, dated May 11, 2017 (bound separately)

¹ Kern County Superior Court Stipulated Judgment: District shall provide at least 40 days for the City to pay an ordered fee (p. 5).



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

Board Order 170511-01

I HEREBY CERTIFY that at a meeting of the Great Basin Unified Air Pollution Control Board in Bridgeport, California on May 11, 2017 an order was duly made and entered as follows:

Fiscal Year 2017-2018 SB 270 Fee Assessment Order to Pay

Moved by Board member _____, seconded by Board member _____, the Board finds:

1. That for the 2017-2018 fiscal year, the costs to the District of its employee, operating and equipment expenses for activities associated with the development and implementation of mitigation measures and related air quality analysis, with respect to the activities of the City of Los Angeles in the production, diversion, storage or conveyance of water (expenditures for what is known as the “SB 270 Fee”), are estimated to be Four Million Eight Hundred Fifty-Nine Thousand One Hundred Eighteen dollars (\$4,859,118.00) after application of a reserve credit of One Hundred Sixty-Six Thousand Three Hundred Eighty-Two dollars (\$166,382);

2. That the amount described in Paragraph 1 hereof constitutes a reasonable fee; and

3. That additional costs may be assessed during fiscal year 2017-2018 for additional work, as required.

Therefore, the Great Basin Unified Air Pollution Control District, pursuant to the authority vested in it by Section 42316 of the California Health & Safety Code, hereby orders the City of Los Angeles to pay to the order of the Great Basin Unified Air Pollution Control District at 157 Short Street, Bishop, Inyo County, California, not later than the close of business on **June 25, 2017**, the amount of Four Million Eight Hundred Fifty-Nine Thousand One Hundred Eighteen dollars (\$4,859,118.00)

Motion carried ___/___ and so ordered.

WITNESS: BOARD ORDER No. 170511-01

ATTEST:

Tori DeHaven
Clerk of the Board



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Phillip Kiddoo, Air Pollution Control Officer
Susan Cash, Administrative Projects Manager

Subject: **Public Hearing** – Fiscal Year 2017-18 Draft Budget
Staff Report and Public Comments on the District and SB 270 Sub-budgets

State law requires that all air pollution control districts hold a public hearing on their proposed budgets at a meeting separated by at least two weeks from the meeting at which they adopt the budgets (H&SC §40131). The first of two hearings was held March 9, 2017. Today's public hearing is on the entire budget, including the sub-budgets referred to as the "District" budget and the "SB 270" budget. The Board is being asked to approve the presented budgets.

District Budget

The District Budget is funded primarily by permit/air monitoring fees (~80%) and state subvention funds (~20%). The Regular District budget covers the permitting of commercial sources, air quality planning and monitoring not associated with the water-gathering activities of the City of Los Angeles Department of Water and Power (City or LADWP), and enforcement of air quality rules and regulations.

The District budget contains a special sub-account funded by the \$10,000,000 public benefit contribution from the City to control PM10 emissions at the Keeler Dunes (Table 3). This was a result of the 2013 Settlement Agreement dated August 19, 2013 (2013 SA) and is a part of the District budget and not the SB 270 budget or assessment.

Keeler Dunes Project Sub-Budget: FY 2017-18. Staff estimates that \$191,200 will be expended during 2017-18 including contract administration by AMEC (\$100,000), \$28,000 for project related expenses such as permits, straw bales, environmental services and water costs, plus \$63,200 for employee costs. The estimated \$63,200 in employee costs reflects wages and benefits for two employees to spend .20 and .30 of their time on the Keeler Dunes project (general oversight) that were previously allocated at 1.0 each to the SB 270 budget prior to FY 2014-15. Thus, there continues to be a .50 FTE (full-time equivalent) reduction of personnel from SB 270 to the Keeler Dunes Project budget. Staff will evaluate the time spent and make adjustments on an annual basis of this FTE allocation. Table 3 shows the Keeler Dunes budget estimations for FY 2017-18.

Base District Budget. The District Budget for fiscal year FY 2017-18 is \$698,800. Compared to FY 2016-17, expenses are estimated to be \$5,600 lower (-0.80%). Anticipated revenue will balance the 2017-18 budget.

Normal employee costs are down by \$74,300 (-13.02%) primarily due to reduced GASB 68 Trust-Prefunding (-\$55,700). In March 2014, the Board approved a lump sum payoff of the District's portion of the Side Fund, an unfunded accrued liability charged to employers. In February 2016, the Board approved a contribution to pay off the District's (non-SB270) actuarially determined share of pension liabilities (as of June 30, 2014) and to contribute future year Actuarially Determined Contributions (ADC) per the GASB 68 valuation. An actuarial valuation for retiree medical liabilities was updated in 2015 and no significant contributions for 2017-18 will be made. It is anticipated that the District will need to make limited contributions (~\$10,000) depending on the rate of return and various other factors that are analyzed in one year for the 2018-19 FY. In 2009-10, the District adopted and partially funded an IRS §115 trust under Governmental Accounting Standards Board (GASB) 45 requirements relative to unfunded retiree medical costs.

Revenue for the FY 2017-18 District budget (non-SB 270) is projected to increase by \$6,800 (0.98%) due to the expiration of a temporary decrease of \$10,000 in air monitoring fees for the Town of Mammoth Lakes and a transfer from capital reserves, offset by a decrease in penalties and fines. It is anticipated that the State subvention allocation will remain steady, as the District has received its full allocation the past four fiscal years and there has been no word of reductions.

FY 2017-18 revenue incorporates the Governing Board's waiver of the per capita revenue source. Given the District's reserve policy¹, fee payers and permit holders did not see an out-of-pocket fee increase the last five years (FY 12-13, 13-14, 14-15, 15-16, 16-17) and based on the current proposed budget, this will again occur in FY 2017-18. The District annually calculates and adjusts the fees due based on the Consumer Price Index (CPI) and the Governing Board must take action annually to waive the automatic CPI increase. Should the CPI waiver be approved, a rebate or subsidy of that amount for that fiscal year is applied and reflected on the invoice. If in a subsequent year the CPI waiver does not apply, then the difference, as opposed to cumulative, in the CPI rate from the last adjustment and the current CPI rate will be in effect and invoiced.

District budget reserve funds are available to make up any potential revenue shortfall. The following tables provide details regarding the proposed District budget expenditures and revenues.

¹ Policy: If the District (non-SB270) reserves are above 20% of the adopted final budget in May/June, then any automatic CPI increase for permit fees will not take place for the upcoming fiscal year.

TABLE 1

2017.02.03

FY 2017-18 **DISTRICT** BUDGET

EXPENSES	2016-17	2016-17 Midyear	%	2017-18	% Change
I. Employee Costs					
A. Employee Wages	330,000	144,926	44%	322,500	-2.27%
B. Retirement	60,000	32,598	54%	57,700	-3.83%
C. Insurance Benefits	62,000	33,194	54%	57,500	-7.26%
D. Taxes	60,000	26,873	45%	55,600	-7.33%
E. Retiree Medical Insurance Unfunded Liability	0				
F. Worker's Compensation Insurance	3,000	2,983	99%	3,100	3.33%
G. Retirement: GASB 68 Trust-Prefunding of Unfunded Liability	55,700	55,674	100%		-100.00%
Employee costs	570,700	296,248	52%	496,400	-13.02%
II. Operating & Compliance Costs					
A. Advertising - Legal Notices & Ads	4,000	702	18%	4,000	0.00%
B. Dues, Subscriptions, Education, Use Tax, Fees, AB2588	10,000	2,185	22%	10,000	0.00%
C. Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software, Furniture (<\$5,000 ea)	9,500	2,932		18,000	89.47%
D. Fuel & Gasoline	4,300	939	22%	4,300	0.00%
E. Health & Safety	1,000	500	50%	1,000	0.00%
F. Insurance - Liability, Fire & Casualty	10,000	7,117	71%	10,000	0.00%
G. Leases & Rents: Equipment, Office, Site, Storage	25,400	11,352		25,700	1.18%
H. Maintenance & Repairs of Equipment - Labor	9,500	1,034		12,000	26.32%
I. Maintenance & Repairs of Equipment - Materials	8,000	284		12,000	50.00%
J. Postage & Shipping	1,000	120	12%	1,000	0.00%
K. Professional & Special Services	13,000	2,602		45,000	246.15%
L. Supplies & Tools (In Field, Office, General Use)	6,000	1,710	29%	3,000	-50.00%
M. Transportation & Travel	5,500	1,748	32%	5,500	0.00%
N. Utilities	8,500	2,892	34%	8,500	0.00%
O. Public Assistance/Grant Programs	6,000		0%	6,000	0.00%
Operating & Compliance Costs	121,700	36,117	30%	166,000	36.40%
III. Materials and Equipment					
A. Equipment: Computer, Furniture, General, Office, Scientific, Software, Furniture (>\$5,000 ea)	-	2,382		31,400	
B. Capital Expenditure Fund: Vehicles & Equipment	12,000			5,000	-58.33%
Materials and Equipment	12,000	2,382		36,400	203%
FY 2017-18 TOTAL DISTRICT EXPENSES	704,400		0%	698,800	-0.80%

EPA 105 Grant (Restricted)	71,746		71,899	153
EPA PM2.5 Grant (Restricted)	23,245	8,677	23,245	-
General Fund Reserve as of January 31, 2017	832,274			

TABLE 2

FY 2017-2018 DISTRICT BUDGET

REVENUE	2016-17	2017-18	% change
I. Fees, Permits & Penalties			
A. AB2588 - Toxic Hot Spots	1,500	1,500	0.00%
B. Conservation Mgmt Plan/Prescribed Burn Plan	7,000	5,000	-28.57%
C. Geothermal	309,000	309,000	0.00%
D. Hearing Board	500	-	-100.00%
E. Initial Permit Fees (FF, ATC, Mods)	30,000	30,000	0.00%
F. Penalties & Late Fees	60,000	20,000	-66.67%
G. Sources (Asbestos, Diesel, Fuel, Electric, PERP)	110,000	114,400	4.00%
H. Service Station Vapor Recovery	15,000	15,000	0.00%
Fees, Permits & Penalties	533,000	494,900	-7.15%
II. Other Revenue			
A. Air Monitoring Audits	0	0	0.00%
B. Interest	2,000	2,000	0.00%
C. Per Capita Fee	0	0	0.00%
D. Sales, Services, Fees, Rebates & Refunds	4,000	2,000	-50.00%
E. State Subvention (3 counties)	138,000	138,500	0.36%
F. Town of Mammoth Lakes (Air Monitoring)	15,000	25,000	66.67%
G. From Capital Asset Reserves: E&M		36,400	
H. From Reserves:Unfunded Pension Liabilities			
Other Revenue	159,000	203,900	28.24%
FY 2017-18 TOTAL DISTRICT REVENUE	692,000	698,800	0.98%

EPA 105 Grant (Restricted)	71,746	71,889	143.00
EPA PM2.5 Grant (Restricted)	23,245	23,245	-

TABLE 3

2017.02.03

FY 2017-18 DISTRICT SPECIAL FUND ACCOUNTS (Non-SB270)

	2013-14*	2014-15	2015-16	2016-17	2017-18	
Keeler Dunes Project	Year 1 - Actual	Year 2 - Actual	Year 3 - Actual	Year 4	Year 5	Total
I. Administration						
A. Professional Services - AMEC	99,973	203,195	112,700	107,000	100,000	622,868
II. Project						
A. BLM Fee	15,618	5,000	1,145	15,000	20,000	56,763
CEQA - Notice of Determination Fee	3,030	-	-	-	-	3,030
State Water Resources Control Board Fee	-	5,616	-	-	-	5,616
Fees: Other	-	-	-	-	-	-
B. EIR & CEQA: Sapphos (Dec. 1, 2013 and forward)	299,790	46,721	-	-	-	346,511
EIR & CEQA: Sapphos (Pre-Construction Cultural Survey)	-	50,000	-	-	-	50,000
C. Equipment, Seeds, Supplies, Misc.	2,375	2,377	3,800	5,000	5,000	18,552
D. Construction: Barnard	-	7,571,653	-	-	-	7,571,653
E. Straw Bales: Myers Farms (March 2014)	113,773	30,669	-	-	-	144,442
Straw Bales: Long Valley Hay (January 2015)	-	260,105	-	-	-	260,105
Straw Bales: R.S. Green (March 2014)	43,348	137,749	-	-	-	181,097
Straw Bales: R.S. Green (March 2015)	-	93,300	-	-	-	93,300
Straw Bales: R.S. Green (May 2015)	-	42,500	-	-	-	42,500
F. Plant Propagation: Antelope Valley Resource/Greenhart Farms	277,666	-	147,485	-	-	425,151
G. Straw Bale Demonstration Test- DRI	37,218	-	-	-	-	37,218
H. KCSD Water System Upgrade	-	25,000	-	-	-	25,000
I. KCSD Irrigation Water	-	405	-	2,000	3,000	5,405
J. Water Well Monitoring & Lab Analysis	-	-	700	1,000	-	1,700
III. Employee Costs						
A. Senior Scientist (.20) & Field Services Tech (.30)	-	59,700	58,316	65,000	63,200	246,216
TOTAL DISTRICT SPECIAL FUND ACCOUNTS	892,791	8,533,990	324,146	195,000	191,200	10,137,127

Keeler Dunes Project Funding

LADWP Public Benefit Contribution (Dec. 5, 2013)	10,000,000					10,000,000
NOV #461 transfer per B/O #161110-05					1,199,707	1,199,707
Interest	7,311	13,913	13,382			34,606
Refund from Myers Farms		94,992				94,992
						11,329,305

*FY 2013-14 Special Fund Account budget of \$355,000 was from the Owens Lake Trust Fund for the Keeler Dunes EIR & Science.

SB 270 Fee Assessment Budget

The annual SB 270 budget and fee assessment is the District's estimate of the cost to maintain the level of effort necessary to address violations of state and federal air quality standards due to the water-gathering activities by the City of Los Angeles within the District's boundaries. The assessment is a fee as provided for in Section 42316 of the California Health & Safety Code. The fee funds the cost of monitoring air quality affected by the City's water-gathering activities, the development of air quality plans, monitoring the City's implementation of control measures, enforcing control measure compliance, control measure research, legal fees to enforce and defend its decisions, and collection of data on significant Owens Lake area environmental resources for California Environmental Quality Act (CEQA) purposes.

The SB 270 fee assessment includes the costs associated with District employees working on SB 270 matters. The assessment also includes general recurring operating costs, the cost of enforcing air quality requirements, long-term or ongoing project costs and material/equipment costs. Funding for dust source research and consulting have been incorporated into professional services.

At the March 9, 2017 Board meeting, staff presented a preliminary SB 270 budget for the 2017-18 fiscal year. The Board solicited public comment and directed staff to schedule a public hearing for adoption of the Order to Pay at the next (May 11, 2017) Board meeting. At the March 9th meeting, there was one public comment regarding the SB 270 budget. This comment was from Milad Taghavi of LADWP relaying that the City had no objections to the draft budget. As of the date of this report, no other comments have been received.

Included with your Board packet materials for this meeting is a separately bound April 3, 2017 dated document titled, *2017-2018 Fiscal Year SB 270 Budget and Fee Assessment*. District staff has distributed this document to the Board as well as to City of Los Angeles. It is available, upon request, to any interested party. The assessment is summarized below—assessment details can be found in the above referenced *Assessment* document. Summary tables from the document are included in this report. **The Final only differs from the Draft that was considered at the March 9, 2017 Board meeting in that typographical errors were corrected and one clarifying comment was added – no numbers have changed.** A document listing the typographical changes has been included as an attachment to this report.

The proposed fee total is \$5,025,500. Compared to the 2016-17 fee total of \$4,706,000 the proposed fee total represents an increase of 6.79% (\$319,500). The 2017-18 budget contains estimates in each category to meet commitments made by the District in the 2016 SIP Board Order¹, Phase 9/10² EIR, December 2014 Stipulated Judgment³ and 2010 Coso Junction Maintenance Plan⁴ including: 1) maintenance and replacement of air monitoring equipment at Owens Lake; 2) consultant fees necessary to carry out committed regulatory and compliance tasks at Owens Lake and Mono Lake; and 3) the December 2014 Stipulated Judgment³ to implement the terms of the stipulation and agreement. The Owens Lake Scientific Advisory Panel (OLSAP) deferral will come to an end in July 2017, and this budget does not add anything to the \$750,000 carried over from the 2015-16 fiscal year budget.

Compared to 22 years ago in 1995, the proposed FY 2017-18 SB 270 estimated budget and fee assessment has increased a total of \$172,704 (3.69%). Compared to the 2007 assessment of \$5,816,250 when the City and District were implementing the 2006 Settlement Agreement, the FY 2017-18 assessment is \$957,132 less (-16.46%). Since 1995, the California consumer price index has increased by 39.68% and by 37.39% since 2007.

Employee Costs

Total employee costs are estimated to be \$2,869,000, an increase of 4.18% (\$115,000) over FY 2016-17. The increase is primarily attributable to a 2.5 % COLA for employees as well as increased health care premiums, offset by the decrease of 0.35 FTE (contract Administrative Clerk position eliminated). This category includes an allocation of wages, retirement, medical benefits, taxes, unfunded liability for future retiree medical insurance and workers compensation insurance. Other factors reflected in the employee costs section include regular promotion opportunities, regular step increases, retirement expenses, payroll taxes and workers compensation insurance.

Details of the SB 270 final proposed budget can be found in the accompanying *Final 2017-2018 Fiscal Year SB 270 Budget and Fee Assessment*.

Fiscal Impact

The proposed total budget for all 2017-2018 District activities is \$5,900,500. This is \$295,100 more or a 5.26% increase from the 2016-17 total budget of \$5,605,400. Details of the specific increase and decreases can be found in the attached tables. Total District costs will be funded by a combination of permit fees, state subvention, project funds and SB270 fees charged to the City of Los Angeles.

Board Action:

1. Staff recommends that the Board conduct the second of two public hearings on the total budget, consider all comments and testimony, and make whatever changes are found appropriate to District or SB 270 budgets.
2. Staff recommends that the Board adopt the total Great Basin Unified Air Pollution Control District budget which includes: a) the proposed final 2017-18 District budget; and b) the proposed final 2017-18 SB 270 budget.
3. Staff recommends that the Board waive the automatic Consumer Price Index increase for District permit fees based on the adopted FY 2017-18 District budget (less special funds) for the 2017-18 fiscal year and the amount of current District (non-SB 270) reserve funds.

Attachments:

- Total District Budget
- Errata – Changes between Draft and Final Assessments
- 2017-2018 Fiscal Year SB 270 Budget and Fee Assessment, dated April 3, 2017 (bound separately)

TOTAL GBUAPCD BUDGET

2017.02.02

FY 2017-18 DISTRICT AND SB 270 BUDGET

	16-17	17-18	% Change
DISTRICT			
I. Employee Costs	570,700	496,400	-13.02%
II. Operating & Compliance	121,700	166,000	36.40%
III. Materials & Equipment	12,000	36,400	203.33%
IV. Special Fund Account	195,000	191,200	-1.95%
Total District	899,400	890,000	-1.05%
			(9,400)
SB 270 FEE			
I. Employee Costs	2,754,000	2,869,000	4.18%
II. Operating & Compliance	1,802,000	1,915,500	6.30%
III. Materials & Equipment	150,000	241,000	60.67%
Sub-Total SB 270 Fee	4,706,000	5,025,500	6.79%
			319,500
IV. Owens Lake Scientific Advisory Panel	-	-	
Total SB 270 Fee	4,706,000	5,025,500	6.79%
			319,500
Less Reserve Policy Credit to Legal Fees	-	(166,382)	-
SB 270 Fee Due	4,706,000	4,859,118	3.25%
			153,118
TOTAL DISTRICT AND SB 270 BUDGET	5,605,400	5,915,500	5.53%
			310,100

Changes between *SB270 Budget and Fee Assessment – Draft* and *SB270 Budget and Fee Assessment – Final*

- Cover page: “Draft – February 3, 2017” changed to “Final – April 3, 2017”.
- Contents page: Dash removed after “III.”
- Page 5, Table 1: Added “*District has \$750,000 in reserve, unspent, from FY 15/16”.
- Page 11, II.H.: Removed “(II.H.5)” from line 3 of paragraph 2.
- Page 13, Dust Compliance Measurement & Enforcement Consulting: Added missing period after third sentence (line 4).
- Page 17, Table 2: Bolded “60.67% in % change column, Materials & Equipment Costs subtotal.
- Page 20, Environmental Consulting Services: Removed “16 and 17” from line 5.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Approval of Minutes of the March 9, 2017 Governing Board Regular Meeting

Summary:

Attached for the Board's approval are the minutes from the March 9, 2017 regular meeting held in Independence, California.

Board Action:

Staff recommends that the Board review and approve the minutes from the March 9, 2017 meeting.

Attachment: March 9, 2017 minutes

GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD MINUTES
March 9, 2017

(All Meetings Are Mechanically Recorded)

The Great Basin Unified Air Pollution Control District Governing Board of the Counties of Alpine, Inyo and Mono, State of California met at 10:00 am on March 9, 2017 at the Inyo County Administrative Center, Board of Supervisors Chamber, 224 North Edwards Street (U.S. Highway 395), Independence, California 93526.

The following Board members were present: Board Chair Johnston, Mono County; Board Vice Chair Wentworth, Town of Mammoth Lakes; Board member Stump, Mono County; Board member Kingsley, Inyo County; Board member Tothoroh, Inyo County; Board member Griffith, Alpine County; and Board member Hames, Alpine County.

GBUAPCD staff present: Phill Kiddoo, Air Pollution Control Officer; Ann Piersall, Deputy Air Pollution Control Officer; Susan Cash, Administrative Projects Manager; and Tori DeHaven, Clerk of the Board.

Members of the public included: Milad Taghavi, City of Los Angeles Department of Water & Power; and Liz O'Sullivan, Mono County resident.

Agenda Item #1 Call to Order Pledge of Allegiance	Board Chair Johnston called to order the regular meeting of the Governing Board at 10:00 a.m.
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Ms. DeHaven then led the Pledge of Allegiance.

Agenda Item #2 Public Comment on Items not on the Agenda (No Action)	Board Chair Johnston asked for public comment on items not on the agenda at 10:02 am. No comment was offered.
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Agenda Item #3 Induction of Deputy Air Pollution Control Officer, Ms. Ann Piersall (No Action)	APCO Kiddoo noted that as of January 2017 the District has a new Deputy Air Pollution Control Officer, Ms. Ann Piersall. A deputizing ceremony was held on Owens Lake on January 3, 2017. APCO Kiddoo added that DAPCO Piersall is a quick learner and well suited for the job. As law enforcement officers, the APCO and the DAPCO are tasked with the duties required by California Health and Safety Code section 40752. These duties include observing and enforcing all of the following:
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- (a) Part 3, Air Pollution Control Districts and Part 4, Non-vehicular Air Pollution Control (commencing with Section 41500).
- (b) All orders, regulations, and rules prescribed by the district board.
- (c) All variances and standards which the district hearing board has prescribed.
- (d) All permit conditions imposed pursuant to Section 42301 (Purpose of a Permit System) and 42301.10 (Matters Included in Permit Issued to Title V Source).

Agenda Item #4
Election of
Governing Chair and
Vice Chair for 2017
(Action)

Motion (Stump/Hames) electing Board member Wentworth to the position of Governing Board Chair for 2017.

Motion (Kingsley/Hames) electing Board member Griffith to the position of Governing Board Vice Chair for 2017.

Ayes: Johnston, Stump, Wentworth, Hames, Rawson, Kingsley, Griffiths

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O 170309-03

Agenda Item #5
PUBLIC HEARING
Fiscal Year 2017-
2018 Total District
Budget – Staff
Report and Public
Comments on the
Draft District and SB
270 Sub-budgets
(No Action – 1st of
Two Required
Budget Hearings)

Board Chair Wentworth opened the public hearing at 10:07 am.

Susan Cash, Administrative Projects Manager, gave a brief staff report. The following points were discussed as well as outlined in the Board Packet:

- 1) The District budget (non-SB 270) for Fiscal Year 2017-2018 is \$698,800.
 - a. Compared to Fiscal Year 2016-2017, expenses are estimated to be \$5,600 lower (-0.80%). Anticipated revenue will balance the 2017-2018 budget.
 - b. Normal employee costs are down by \$74,300 (-13.02%) primarily due to reduced GASB 68 Trust-Prefunding (-\$55,700).
 - c. Revenue is projected to increase by \$6,800 (0.98%) due to the expiration of a temporary decrease of \$10,000 in air monitoring fees for the Town of Mammoth Lakes and a transfer from capital reserves, offset by a decrease in penalties and fines.
- 2) The proposed SB 270 budget and fee assessment for Fiscal Year 2017-2018 is \$5,025,500 which is \$319,500 (6.79%) more than the Fiscal Year 2016-2017 proposed budget and fee. The 2017-2018 budget contains estimates in each category to meet commitments made by the District in the 2016 SIP Board Order, Phase 9/10 EIR, December 2014 Stipulated judgment and the 2010 Coso Junction Maintenance Plan. The above mentioned include: maintenance and replacement of air monitoring equipment at Owens Lake; consultant fees necessary to carry out committed regulatory and compliance tasks at Owens Lake and Mono Lake; the December 2014 Stipulated Judgment to implement the terms of the stipulation and agreement which includes the end of the deferral of the Owens Lake Scientific Advisory Panel (OLSAP) in July 2017 (this budget does not add anything to the \$750,000 carried over from the 2015-2016 Fiscal Year budget).
 - a. Total SB 270 employee costs are estimated to be \$2,869,000, an increase of \$115,000 (4.18%) over Fiscal Year 2016-2017. This increase is primarily attributed to a 2.5% COLA for employees as well as increased health care premiums, offset by the decrease of 0.35 FTE (contract Administrative Clerk position eliminated).

3) The proposed total budget for all 2017-2018 District activities is \$5,900,500. This is \$295,100 (5.26%) more than the 2016-2017 total budget.

It was also noted that during the public comment period, the District received an email from Mr. Milad Taghavi, City of Los Angeles Department of Water and Power, which indicated that the LADWP had no objection to the proposed SB 270 budget and fee assessment.

Board Chair Wentworth asked for public comment at 10:33 am.

Mr. Taghavi reiterated that LADWP has no objections to the proposed Fiscal Year 2017-2018 SB 270 budget and fee assessment. He added that LADWP is looking forward to continuing working with District staff and said that LADWP is wondering if it's possible to revise the District's Reserve Policy. LADWP would like to see a reduced reserve amount. LADWP appreciates a reduction in legal fees and is wondering if a reduction in reserve amounts would coincide with continued cooperation with the District. LADWP suggested a rate of 10%.

Board Chair Wentworth closed the public comment period at 10:40 am.

Staff was asked to bring back numbers showing how such a reduction (or any other reduction) would affect the District. It was also noted that there would be no change to this year's budget but, if a policy change is approved, may be applied to next year's budget.

Agenda Item #6
Consent Items
(Action)

Staff requested removal of consent item 6i from consideration and the agenda.

Motion (Hames/Griffith) approving consent agenda items as follows:

- b. Adoption of publicly available pay schedules for Fiscal Year 2011-2012 through Fiscal Year 2018-2019
- c. Approve extension of time for Inyo County Environmental Public Benefit Fund expenditure
- e. Approve 2017 district rule adoption/revision schedule as required by California Health & Safety Code section 40923
- f. Approve purchase of TEOM maintenance items from Thermo Scientific, a sole-source provider, for \$25,000
- g. Approve purchase of Teledyne-API Model T640 PM10/2.5 for \$42,000
- h. Approve to re-establish the Technical Services Specialist (TSS) position in the Keeler Field Office

Ayes: Johnston, Stump, Wentworth, Hames, Griffith, Kingsley, Totheroh

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0

a. Approval of the November 10, 2016 Governing Board meeting minutes

Ayes: Johnston, Stump, Wentworth, Hames, Griffith, Kingsley

Noes: 0

Abstain: Board member Totheroh

Absent: 0

Motion carried 6/0 and so ordered.

d. Waiver of District Rule 1102 annual \$0.55 per capita town and counties assessment fee for fiscal year 2017-2018

Ayes: Stump, Wentworth, Hames, Griffith, Kingsley, Totheroh

Noes: Johnston

Abstain: 0

Absent: 0

Motion carried 6/1 and so ordered.

B/O 170309-06

Agenda Item #7
Consider Appointing
Two People to the
Vacant Positions on
the District's
Hearing Board to
Serve a Three-year
Term
(Action)

Motion (Stump/Kingsley) appointing Mr. Larry Pruce, of Inyo County, and Ms. Karen Ferrell-Ingram, of Mono County, to serve a three-year term on the District's Hearing Board.

Ayes: Johnston, Stump, Wentworth, Hames, Rawson, Kingsley, Griffiths

Noes: 0

Abstain: 0

Absent: 0

Motion carried 7/0 and so ordered.

B/O 170309-07

Agenda Item #8
Regional Haze
(No Action)

DAPCO Piersall told the Board that Item 8 would be put off until a future agenda due to Ms. Tina Suaez-Murias, California Air Resources Board, being ill.

The Board indicated that they would like to have updates on federal effects, burning activities as well as a Region 5 update in the future presentation.

Agenda Item #9
Keeler Dunes Dust
Control Project
Update
(No Action)

DAPCO gave a slide show presentation on updates for the Keeler Dunes Dust Control Project.

(copies of the slideshow presentation are available upon request to the Clerk of the Board)

The Board indicated that they would be interested in more frequent updates.

Agenda Item #10
Informational Items
(No Action)

APCO Kiddoo gave a brief explanation of the informational items as included in the Board Packet, specifically the travel report. At the request of Board member Johnston, APCO Kiddoo gave an update regarding the biomass boiler in Mono County which was funded by a Sierra Nevada Conservancy grants. He explained that although there is only one in our District, there may be future potential for use in other areas. He went on to elaborate on his trip to the Salton Sea Workshop and presentation made to State Water Resources Control Board entitled "*Lessons Learned at Owens Lake*". He stated that the Salton Sea has a lot of different issues compared to Owens Lake and is actually more similar to the issues encountered at Mono Lake. Something we have done that they haven't is the development of a health advisory mechanism. A major concern at Salton Sea is funding; there are a lot of stakeholders and some state funding has been secured but about ¾ of it has been used in the planning phase. Funding beyond that hasn't been secured yet.

Agenda Item #11
Board Members
Reports
(No Action)

Board Vice Chair Griffith gave an update on the Sierra Nevada Conservancy Summit. The SNC has updated their report regarding the drought and the forest health in the Sierra Nevada. He noted that water consumed by people in the cities starts in the Sierra. The SNC is making a strong effort to get consumers of the water to try and contribute to the maintenance of the infrastructure which is the forests and the upper watersheds. He also commented on the poor health of the forests which effects air quality and can bring about more fire threats.

Board member Stump expressed concern for how the Sustainable Groundwater Management Act will impact District 2. He added that there are concerns that long term impacts could result in agricultural irrigation being terminated which would result in more dust. He renewed his request for the APCO to look into the matter as the law passed in Sacramento to deal with one particular issue may have spinoff effects.

Board member Johnston referenced his update on biomass as previously discussed in the informational items.

Board member Kingsley said there is a German business that can make small electric power generators that can run on anything basically. The company may be interested in a location in Bishop. It will be interesting to see what comes out of the other end of the small generators.

Board member Hames gave an update on the Alpine Biomass Committee. A presenter to the committee mentioned co-mingling biomass plants with sawmills. This may be the future in fire threat reduction.

Board member Tothoroh said that he was happy to be here and added that he used to work on biomass in a nursery.

Board Chair Wentworth discussed a situation which he described as an "interesting multi-agency conundrum" with USGS, ORMAT, Forest Service, BLM regarding recreation activities on Town tax-payer funded Nordic and snow

mobile grooming programs, where for whatever reason it was determined that it was important to construct roads through twenty feet depths of snow using vast powerful mechanical blowers on a Saturday afternoon with kids and people running around in the woods with no prior notification, no sensitivity at all to the kinds of experiences that were going on out there. He added that he was just going to check with staff to see if this District has any jurisdiction or can provide any insight into how something like this happens. The Town of Mammoth Lakes is trying to follow up, Supervisor Corless has mentioned something about getting the collaborative planning team together for a bit of a specialized insight into it. It was of particular concern to residents and constituents.

Agenda Item #12
Air Pollution Control
Officer Report
(No Action)

APCO Kiddoo reported on the status of the following items:

1. The 2016 OVPA SIP fell into a regulatory freeze due to a Presidential Executive Order. It is expected to move through March 27th or so.
2. There are on-going activities at Owens Lake; the District has maintained a great working relationship with LADWP. There have been three re-flood orders issued and LADWP responded quickly and met the required deadlines for BACM Shallow Flood.
3. Phase 9/10 construction: quarterly meetings are occurring. Construction phase still on schedule. There is regular communication.

Board member Stump asked if LADWP is dedicating staff to deal with the run-off.

Mr. Taghavi replied that there is staff in place and consultants trying to deal with the run-off issues. As of now there are many unknown possibilities and there could be major impacts to critical infrastructure.

Board member Kingsley added that Inyo County is working with the Mayor's office to deal with the impacts of the run-off and there may be an emergency declaration.

Agenda Item #13
Confirm Date and
Location of Next
Regular Meeting
(May 11, 2017
in Bridgeport, CA)

The next regular meeting of the District Governing Board will convene at 10:00 am on May 11, 2017 in Bridgeport, California. The District's Clerk of the Board will find and reserve a handicap accessible meeting room and contact the District Board members as to its location.

Agenda Item #14
CLOSED SESSION

Board Chair Wentworth convened the Board into closed session at 12:07 pm.

CLOSED SESSION - The Board will recess into closed session for a conference call with legal counsel regarding existing litigation in the following matters:

- a. Russell Covington; Robert Moore; Randy Sipes; Randal Sipes, Jr.; Laborers' International Union of North America Local Union No. 783 vs. Great Basin Unified Air Pollution Control District; Mono County Superior

Court, Case No. CV140075; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.

- b. Mammoth Community Water District vs. Great Basin Unified Air Pollution Control District; Mono County Superior Court, Case No. CV140076; pursuant to subdivision (a) of Section 54956.9 of the California Government Code.

The Board reconvened into open session at 12:21 pm with nothing to report.

Adjournment

The meeting was adjourned by Board Chair Wentworth at 12:21 pm. The Board will reconvene in open session at 10:00 am, on Thursday, May 11 2017 in Bridgeport, California.

John Wentworth, Board Chair

Attest:

Tori DeHaven, Board Clerk



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

www.gbuapcd.org

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Grace A. McCarley Holder, Senior Scientist

Subject: Designation of Greenheart Farms INC as a sole source provider of plant material for the Keeler Dunes Project and approval of purchase order #2017-1027GH for an amount not to exceed \$48,487.50 with Greenheart Farms INC for the propagation of 25,000 plants for the Keeler Dunes Project

The Keeler Dunes Dust Control Project is fundamentally a vegetation establishment project. The main goal of the project is to reduce the PM10 emissions from the dunes in the community of Keeler. The design of the project is geared toward creating a stable vegetated dunes system that is self-sustaining and requires minimal if any long-term management. From 2010 to 2014, prior to the start of the dust control project, an average of over 8 exceedances of the Federal PM10 standard occurred annually in Keeler directly from the dunes. Since the start of the dust control project in 2014, the number of PM10 exceedances in Keeler from the dunes dropped to 2 in 2015 and 3 in 2016. The ultimate goal of the project is to attain both the Federal and California State PM10 standards within the community.

The Keeler Dunes project completed the third construction season in December 2016 with the construction of bale mounds in the southern dunes and planting of about 100,000 plants in the northern two-thirds of the project. In early March 2017, it appeared that the plants installed in the project last fall were coming out of winter dormancy and were doing well. However, several severe wind events at the end of March and early April 2017 were very destructive and significantly impacted the plants in the project. The impacts vary across the project from almost complete loss to several areas where the plants are still doing well.

The plan moving forward is to learn from the conditions on the ground and conduct the next planting effort on targeted areas rather than try to have a blanket re-planting effort across the project. In this vein, staff recommends planting 25,000 plants within and adjacent to areas that have the most suitable conditions and that have performed the best to date. The thought is to expand outward from the successful areas in the project. The areas to be planted will be guided by two field surveys of the existing plants as well as an evaluation of the soil conditions. The first plant survey will be performed in May 2017 and the second will be performed in October 2017. The plants that have done the best within the project to date appear to have been planted in late winter (January-

Consent Agenda (Action) - Designation of Greenheart Farms INC as a Sole Source Provider of Plant Material for the Keeler Dunes Project and Approval of Purchase Order #2017-1027GH for an Amount Not to Exceed \$48,487.50 with Greenheart Farms INC for the Propagation of 25,000 Plants for the Keeler Dunes Project

May 11, 2017 – Agenda Item No. 4b – Page 1

February). As such, the upcoming planting effort will be conducted over about a one-month period starting in mid to late January 2018 instead of in the fall, as with earlier plantings.

The proposed upcoming planting effort will be the fourth time that plants have been installed in the project. District staff have conducted two formal Request for Bids (RFB) for the plant material for the Keeler Dunes Project. The first RFB, in 2014, yielded the Antelope Valley Resource Conservation District (AVRCD) nursery in Lancaster, CA, which turned out to be a failure since the nursery only produced about one-third of the number of plants ordered after two years of effort, significantly delaying the project. The second formal RFB was conducted in February 2016 and resulted in retaining Greenheart Farms INC (Greenheart) from Arroyo Grande, CA for growing out 77,000 plants. Greenheart successfully produced plant material of excellent quality, on the time schedule needed for the work in the fall of 2016, and at a cost comparable to AVRCD. The cost per plant from the AVRCD nursery (from 2014) was \$1.77. The cost per plant for Greenheart for the 2018 grow-out is \$1.80 per plant.

Staff Recommendation

Due to the success of Greenheart in the grow out the plants for the fall of 2016, District staff recommends that the Great Basin Governing Board designate Greenheart as a sole source provider for plant propagation for the Keeler Dunes Project. District staff makes this recommendation based on the experience in dealing with Greenheart over the past year, the high quality of plants that Greenheart has produced, their willingness to work with us in the care and scheduling the delivery of the plants, the overall cost, and confidence that they will be able to produce plants as specified for the project.

District staff also recommends that the Governing Board authorize the Air Pollution Control Officer to sign and approve purchase order #2017-1027GH with Greenheart for the propagation of 25,000 plants for an amount not to exceed \$48,487.50 (including tax). A copy of the purchase order is attached to this Board Report.

Fiscal Impact:

The District received \$10,000,000 from the City of Los Angeles Department of Water and Power for the Keeler Project as part of the 2013 Settlement Agreement and transferred an additional \$1,199,707 to the Keeler Dunes budget for the project on November 10, 2016 from Notice of Violation #461. The cost of the purchase order with Greenheart Farms INC for plant propagation will be taken from the Keeler Project funds.

Board Action:

1. Staff recommends the District Governing Board designate Greenheart Farms INC from Arroyo Grande, California as a sole source provider for the propagation of plants for the Keeler Dunes Dust Control Project.
2. Staff recommends the District Governing Board authorize the Air Pollution Control Officer to approve Purchase Order #2017-1027GH with Greenheart Farms INC from Arroyo Grande, California for the propagation of 25,000 native shrubs for the Keeler Project for an amount not to exceed \$48,487.50.

Consent Agenda (Action) - Designation of Greenheart Farms INC as a Sole Source Provider of Plant Material for the Keeler Dunes Project and Approval of Purchase Order #2017-1027GH for an Amount Not to Exceed \$48,487.50 with Greenheart Farms INC for the Propagation of 25,000 Plants for the Keeler Dunes Project

May 11, 2017 – Agenda Item No. 4b – Page 2

Attachment:

- Purchase Order #2017-1027GH with Greenheart Farms, INC for propagation of 25,000 plants for an amount not to exceed \$48,487.50.

Consent Agenda (Action) - Designation of Greenheart Farms INC as a Sole Source Provider of Plant Material for the Keeler Dunes Project and Approval of Purchase Order #2017-1027GH for an Amount Not to Exceed \$48,487.50 with Greenheart Farms INC for the Propagation of 25,000 Plants for the Keeler Dunes Project

May 11, 2017 – Agenda Item No. 4b – Page 3



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

PURCHASE ORDER #2017-1027GH

SELLER: Greenheart Farms, Inc. 902 Zenon Way Arroyo Grande, CA 93420 Phone: (805) 481-2234		Bill To: Great Basin Unified APCD 157 Short Street, Bishop, CA 93514 Attention: Grace Holder Phone: Attention: (760) 872-8211 x 236 Email: Attention: gholder@gbuapcd.org		Ship To: Keeler Dunes Dust Control Project Old State Highway Keeler, CA 93530																															
Purchase Order No: 2017-1027GH																																			
Date: 5/11/2017		Delivery Date: November-December 2017 (exact dates to be determined)																																	
GBUAPCD Representative: Grace Holder			Project Name: Keeler Dunes Dust Control Project																																
Prime Client Name: Jordan Marcellus, Greenheart Farms, Inc.				Payment Terms: upon receipt of plants																															
Ship Via: Truck (to be arranged by District's construction contractor)		FOB: N/A		Freight Terms: To be paid by District's construction contractor																															
<table border="1"> <thead> <tr> <th>Work/Items</th> <th>Unit of Measure</th> <th>Quantity</th> <th>Plant Price</th> <th>Total Plant Price</th> </tr> </thead> <tbody> <tr> <td>Native shrubs – 2" by 10" container (with return of plant containers)</td> <td>Per plant</td> <td>25,000</td> <td>\$1.80</td> <td>\$45,000.00</td> </tr> <tr> <td colspan="5"><i>Plant requirements as listed below*</i></td> </tr> <tr> <td colspan="4">Subtotal (plants):</td> <td>\$45,000.00</td> </tr> <tr> <td colspan="4">Tax (7.75%)</td> <td>\$3,487.50</td> </tr> <tr> <td colspan="4">Total not to Exceed</td> <td>\$48,487.50</td> </tr> </tbody> </table>						Work/Items	Unit of Measure	Quantity	Plant Price	Total Plant Price	Native shrubs – 2" by 10" container (with return of plant containers)	Per plant	25,000	\$1.80	\$45,000.00	<i>Plant requirements as listed below*</i>					Subtotal (plants):				\$45,000.00	Tax (7.75%)				\$3,487.50	Total not to Exceed				\$48,487.50
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Tax (7.75%)				\$3,487.50																															
Total not to Exceed				\$48,487.50																															

*Plant Requirements

- Plants will be in good condition
- Plants shall be approximately 6 to 7 inches in height.
- Plants will be provided in 2" by 10" containers.
- Plants will have a well-developed root ball.
- Plants in 2'x10' containers will be ready for delivery in November-December 2017.
- Greenheart Farms, Inc. will coordinate with District's construction contractor for delivery of plants to Keeler Dunes project site.
- The District or their designated representative has the right to make periodic inspections of the progress of the plants for the project.
- The District will return the pots used for the project once the plants are placed in the field.
- Plant numbers: A total of 25,000 plants are included in this Purchase Order. The number of individual plants shall be approximately as follows:

ATPO	7,500
ATPA	4,000
SAVE	7,500
SUMO	4,000
ATCO	2,000 (due to difficulty in grow-out of ATCO, other plants on list may be substituted)

The number of individual plants of the five species can be adjusted, within reason, as needed, in order to provide the total number of plants required for the project.

Acknowledged: _____ (initials)
Authorized representative

Purchase Order Terms and Conditions

- 1. ACCEPTANCE AND TERMS AND CONDITIONS:** This Purchase Order No. 2017-1027GH dated 05/11/2017 ("Order") is issued by GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT ("DISTRICT") to GREENHEART FARMS INC ("Seller"). Seller will accept this Order by the earlier to occur of: (1) DISTRICT's receipt of written acceptance by Seller, or (2) Seller's commencing to perform any services called for by this Order ("Services"). By accepting this Order, Seller agrees to comply with all of its terms and conditions, including any attachments hereto and all specifications and other documents referenced herein. This Order does not constitute acceptance by the DISTRICT of the terms and conditions of any offer to sell, any quotation, or any proposal from Seller, nor does reference in this Order to any of the same constitute a modification of any terms and conditions of this Order. ANY ACKNOWLEDGEMENT OF THIS ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON THE DISTRICT UNLESS SPECIFICALLY ACCEPTED BY THE DISTRICT'S CONTRACTUAL REPRESENTATIVE IN WRITING.
- 2. IDENTIFICATION:** All invoices, packages, shipping notices, and other written documents affecting this Order shall contain the applicable Order number. A packing list shall be enclosed in each shipment pursuant to this Order, indicating the contents therein. The final invoice will not be processed for payment until all Items invoiced are received or Services performed.
- 3. SHIPPING INSTRUCTIONS:** All Items are to be shipped freight prepaid, F.O.B. destination, unless otherwise stated. Where DISTRICT has so authorized in writing, Items may be shipped F.O.B. shipping point, but Seller shall prepay all shipping charges, route the Items by the cheapest common carrier or the carrier specified, and list said charges as a separate item on Seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. DISTRICT reserves the right to reject C.O.D. shipments. Seller shall not insure the Items for DISTRICT'S account during shipment, except upon DISTRICT's written request or where the shipping mode is parcel post. *(Condition 3 - N/A)*
- 4. SPECIAL CHARGES:** Seller shall be responsible for the payment of all charges for handling, packaging, wrapping, bags, containers, and related matters, unless DISTRICT has assumed an express obligation. *(Condition 4 - N/A)*
- 5. DELIVERY:** Time is of the essence, and this Order may be terminated if delivery is not made or Services are not performed by the Delivery Date specified above. No change in the scheduled delivery date or performance will be permitted without DISTRICT's prior written consent. No acceptance of Items or Services after the scheduled delivery date will waive DISTRICT's rights with respect to such late delivery nor shall it be deemed a waiver of future compliance with the terms hereof.
- 6. INVOICES AND PAYMENT:** DISTRICT will remit payment to Seller by mail. Invoices will clearly reference the Purchase Order Number and Project Name shown on the face of this Order. Seller's right to payment is contingent upon DISTRICT'S approval and acceptance of the Work. Payment shall not be evidence of DISTRICT'S final acceptance of that which is called for by this Order. Payment shall be subject to subsequent adjustment for shortage and allowance for articles or services rejected. Seller agrees that payments owed to it for performance under this Order may be offset by DISTRICT by amounts equal to what DISTRICT owes Seller under any other contract arrangement.
- 7. DEPOSIT:** DISTRICT MAY pay a deposit for the items in this agreement upon written acceptance of this order by the SELLER. If such a deposit is made, the DISTRICT will require a payment and/or a performance bond for the amount of the deposit.
- 8. PRICES AND TAXES:** If price is not stated on this Order, it is agreed that the Items and/or Services shall be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower. Seller shall pay all taxes and fees that may arise out of its sale of the Items and/or Services to DISTRICT.
- 9. TERMINATION: TIME IS OF THE ESSENCE OF THIS ORDER. (A) FOR DEFAULT:** DISTRICT may, by written notice of default to Seller, terminate this Order in whole or in part if Seller fails to perform any part of this Order within the time specified herein or in any changes to or extensions of this Order. Upon such termination, DISTRICT may procure, upon such terms and in such manner as DISTRICT deems appropriate, Items or Services similar to those canceled, and the Seller shall be liable to DISTRICT for any excess costs of such Items and/or Services. **(B) FOR CONVENIENCE:** DISTRICT may, by written notice to Seller, terminate this Order in whole or in part for any reason. Upon such termination, DISTRICT and Seller shall negotiate reasonable termination charges. After receipt of notice of such termination, Seller shall transfer title and deliver to DISTRICT all Items and Services satisfactorily completed and in process as directed by DISTRICT. Seller warrants that it is selling the Items and Services herein ordered at its most favorable prices. Seller shall continue performance of this Order to the extent not terminated under the provisions of this Section 9. The rights and remedies provided in this Section 9. shall not be exclusive and are in addition to any other rights and remedies provided DISTRICT hereunder or by law or in equity.
- 10. INSPECTION AND REJECTION:** DISTRICT (or their designated representative) shall have the right, but not the obligation, to inspect the plants during the period of plant growth prior to acceptance. Such inspection may include review for progress with DISTRICT's applicable plant condition requirements. If any inspection is made by DISTRICT on the premises of Seller, without additional charge, Seller shall provide or arrange for all reasonable facilities and assistance for the safety and convenience of DISTRICT's inspectors in the

performance of their duties. Rejection of Items and/or Services shall be made as promptly as practicable, but any such failure to inspect or reject shall neither relieve Seller from responsibility for such Items and/or Services that are not in accordance with the requirements of this Order, nor impose any liability on DISTRICT. Unless otherwise provided herein, final inspection shall be made in October 2014 prior to acceptance of the plants for delivery to the project site. The inspection and acceptance by DISTRICT of any Items does not relieve the Seller from responsibility regarding defects or other failures to meet Order requirements or warranties which may be discovered subsequently, including latent defects.

11. WARRANTIES: (A) Seller warrants: (1) all Items and Services furnished to be free of any claim of any nature by any third person and (2) all Items/Plants provided hereunder will be fit for the particular purpose intended and as set forth in this Order. Seller shall be responsible to re-perform any Services or replace any Items that do not conform to any of the foregoing warranties at no cost to DISTRICT or DISTRICT's client, and will reimburse DISTRICT for all reasonable costs associated with or arising from any defects in or failure of the Items and/or Services provided under this Order to comply with these warranties.

12. GENERAL INDEMNITY: Seller agrees to defend, indemnify and hold harmless DISTRICT and its client benefiting from this Order, and their respective employees, officers, directors, agents and subcontractors, from any and all demands, claims, or suits by any and all persons or entities due to or arising out of the delivery and performance, or failure to perform, of any Items and/or Services included in this Order, or due to Seller's failure to satisfy any warranties, express or implied, given by Seller in providing the Items and/or Services purchased with this Order and/or any changes or extensions of this Order.

13. CHANGES: DISTRICT may at any time make changes, within the general scope of this Order, in any one or more of the following without limitation: (1) drawings, designs, or specification of the Items or Services to be furnished; (2) method of shipment or packing; (3) time and/or place of delivery and (4) quantity of Items or Services ordered. If such change causes an increase or decrease in the price of this Order or the time required by Seller to perform under this Order, an equitable adjustment shall be made, and the Order modified in writing accordingly. Any claim for adjustment by the Seller hereunder must be asserted in writing within seven (7) days from the date the change is ordered. Any change in this Order shall be binding upon DISTRICT only when confirmed in writing by the Contractual Representative of DISTRICT.

14. NON-TRANSFERABILITY: Unless DISTRICT has provided prior written consent, any partial or complete assignment of right(s) or delegation of obligation(s) by Seller, including subcontracting to a third party, shall be void.

15. COMPLIANCE WITH LAWS: Seller agrees to comply with the applicable provisions of all federal, state or local laws and ordinances and all lawful orders, rules and regulations issued thereunder. Seller shall also comply with any provisions, representations, agreements or contractual clauses required to be included or incorporated by reference or by operation of law in the contract resulting from acceptance of this Order, including, without limitation, those dealing with Equal Opportunity (41 CFR 60-1.4 et seq.), and the related Acts and Executive orders as now or later codified which are appropriate to the Items and/or Services provided and attached and incorporated in this Order by this reference. Further, Seller warrants that each chemical substance constituting or contained in any Items sold or otherwise transferred to DISTRICT hereunder is included in the list of chemical substances compiled, published and amended periodically by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), as amended. Seller certifies and guarantees that all such Item(s) supplied hereunder are in compliance with applicable sections of the Federal Hazardous Substances Act (15 U.S.C. § 2051 et seq.) as amended, and the Consumer Product Safety Act (15 U.S.C. § 1261 et seq.) as amended, and lawful standards and regulations issued thereunder. In accepting this Order, Seller represents that the Items and/or Services to be furnished hereunder were or will be produced or performed in compliance with the requirements of the Fair Labor Standards Acts of 1938, as amended. Seller further warrants that the Items sold and/or Services to be furnished hereunder shall conform to the applicable standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 as amended (29 U.S.C. 651, PL91-596), and Occupational Safety and Health Administrations Standard 29 CFR 1910-1200, Hazard Communication.

16. NAME REFERENCES AND INFORMATION: Seller shall not in any manner publish the fact that it has furnished or contracted to furnish DISTRICT, or DISTRICT's client, if any, the Items and/or Services herein mentioned or use the name or trademarks or service marks of DISTRICT (registered or unregistered) or its client, if any, in Seller's advertising or other publications. Seller shall not disclose any information relating to this Order or any of DISTRICT's or its client's information received in any manner with respect to this Order to any person not authorized in advance by DISTRICT in writing to receive it. Seller shall use the information supplied by DISTRICT only to furnish the Services and/or Items covered by this Order and for no other purpose; provided, that Seller may use such information, including technical data, in the supply of Items and/or Services to the Federal Government to the extent that the Federal Government has the right to authorize such use under a prime contract with Seller. Upon completion or termination of this Order, all information supplied by DISTRICT will be returned to DISTRICT. Seller agrees that all copyrights on all original written information and material submitted to DISTRICT as a result of this Order will become, on payment, the property of DISTRICT, and that DISTRICT will be the owner of any copyright in such material. Seller may retain one confidential copy for its files. All information disclosed by Seller hereunder to DISTRICT is free from any restriction, unless clearly marked as "confidential" and so agreed by the parties in writing prior to disclosure.

17. RIGHTS, REMEDIES, CONSTRUCTION, AND CLIENT DISPUTES: As of the effective date, this Order and all attachments hereto constitute the entire Order between the parties relating to the sale and purchase of the Items and/or Services, and incorporate all

negotiations, commitments and writings with respect to this Order. This Order may not be released, discharged, abandoned, changed, renewed, extended or modified in any manner, except by an instrument in writing signed by an Authorized Representative of DISTRICT. It is agreed that the failure by DISTRICT at any time, or from time to time, to require the performance by Seller of any term(s) and/or condition(s) of this Order shall not constitute a waiver by DISTRICT of the particular term(s) and condition(s) and shall not affect or impair said term(s) or condition(s) in any way. Each of the provisions of this Order shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision nor any other provision(s). Any dispute between DISTRICT and Seller arising hereunder shall first be resolved by taking the following steps where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party, 2) by executive management of each party, 3) by mediation or 4) through a court system of competent jurisdiction. Notwithstanding the dispute, Seller shall continue to perform its obligations, unless DISTRICT terminates or otherwise suspends performance hereunder.

18. PATENTS: Seller warrants that the sale or use of the Item(s) and/or Service(s) covered by this Order will not infringe, contribute to the infringement or induce infringement of any patents or copyrights, either in the U.S.A. or in other countries. Seller covenants to defend, indemnify and hold harmless DISTRICT and its clients from every lawsuit for any such alleged or actual infringement or inducement to infringe which may be brought against DISTRICT, its client, or other parties in privity with any of them, and to pay all defense costs and fees of counsel which DISTRICT incurs and all damages, profits, royalties or other recoveries in every such lawsuit.

19. QUALITY: Seller shall comply with quality assurance requirements provided with this Order, whether originating with DISTRICT, DISTRICT's client or both.

20. ON-SITE SERVICES AND SAFETY: If Seller is to install any Items or perform any Services on DISTRICT's or its client's property, then Seller shall conform strictly to all of DISTRICT's or its client's site rules and regulations, as well as all applicable federal, state and local regulations affecting safety. It shall be Seller's obligation to obtain a copy of such site rules from DISTRICT or DISTRICT's client prior to the commencement of any such installation or performance. *(Condition 19 - N/A)*

21. INSURANCE: Seller and all of its subcontractors shall procure and maintain the following insurance: commercial general liability with limits of \$1,000,000 per claim; automobile liability with a combined single limit of \$1,000,000; workers' compensation as statutorily required; and employers liability with limits of \$500,000 per occurrence. DISTRICT will be included as additional insured on the commercial general liability. The insurance policies described above shall provide for a waiver of subrogation rights in favor of DISTRICT and its client. A Certificate of Insurance shall be provided to the DISTRICT within 30 days of award.

22. AUTHORIZED REPRESENTATIVES: DISTRICT will designate on each Order, or change to any Order, the name or names of those individuals who may act for DISTRICT as the "Technical Representative" as described herein. Such Technical Representative shall have full authority to act on behalf of DISTRICT for all purposes reasonably necessary to complete any purchase(s) included in this Order. DISTRICT's Technical Representative is not authorized to change the Services or goods ordered, Agreement Amount, Period of Performance, or terms and conditions of this Agreement. No changes to this Agreement shall be binding upon DISTRICT unless incorporated in a written modification to this Agreement and signed by DISTRICT's Contractual Representative.

23. MISCELLANEOUS: Any additional requirements imposed on DISTRICT which may reasonably pertain to the Items and/or Services provided by Seller are incorporated herein by reference to the extent that a copy of such requirements is affixed as an attachment hereto.

Purchase Order No: 2017-1027GH	
Great Basin Unified Air Pollution Control District	Seller: Greenheart Farms, Inc.
157 Short Street, Suite 6 Bishop, CA 93514	902 Zenon Way Arroyo Grande, CA 93420
Signature:	Signature of Authorized Representative:
Name/Title:	Name/Title:
Date:	Date:



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Nik Barbieri, Director of Technical Services

Subject: Purchase Order with Campbell Scientific Inc.

Summary:

The 2016-2017 SB270 Projects Budget contains funds for maintaining and upgrading the existing Dust ID PM₁₀ monitoring network. This purchase is for electronic equipment used to collect meteorological data on and around the Owens playa. The equipment in the attached purchase order (PO) will be used at existing air monitoring sites. Over the last year the District has upgraded the majority of the system reporting meteorological and air quality data from the Owens Lake area. One of the areas still in need of upgrading is the dataloggers used to collect, store and transmit data collected from these sites. Some of the existing dataloggers are over twenty years old and cannot keep up with the modern ways of transmitting data. The new loggers will make it so all air monitoring station on and around the Owens playa will be running the same program. This will make not only the field staff more efficient, but will aid in the data processing workload.

The Districts Dust ID Program determines where and when sand motion takes place on the Owens playa and the amount of particulate emissions created. The District currently has a network consisting of over 175 Sensits, 12 air quality monitoring stations, and 15 metrological sites collecting information 24 hours a day 7 days a week. The attached PO is for the purchase of data logging and communication equipment from Campbell Scientific. The District Board has previously Campbell Scientific Inc. as a sole source provider.

Fiscal Impact:

Funds for this purchase have been budgeted for and are available. Partial funds (45% or \$18,032.37) for this purchase will come from the FY 16-17 SB270 Dust ID Program budget (II.I.-4) and the remaining funds (55% or \$22,039.58) will come from SB270 Capital Asset Reserves.

Board Action:

District staff recommends that the Governing Board approve the attached purchase order with Campbell Scientific Inc. for purchase of dataloggers and communication equipment total amount of \$40,071.94.

Attachment:

Purchase order with Campbell Scientific Inc.

Consent Agenda (Action) - Approve Purchase Order with Campbell Scientific Inc. for the Amount of \$40,071.94 for the Purchase of Dataloggers to be Used in the Air-monitoring Network at the Owens Lake
May 11, 2017 – Agenda Item No. 4c – Page 1

**157 Short Street
Bishop, California 93514
760-872-8211 Fax: 760-872-6109**

Purchase Order No.

This number must appear on all related correspondence & invoices.

Federal Tax ID No. 43-2106258

Vendor:			Ship to:		
Name			Name	Nik Barbieri	
Company	Campbell Scientific Inc		Company	Great Basin Unified APCD	
Address	815 W. 1800 N		Address	190 Cerro Gordo	
City/State/Zip	Logan, Utah 84321-1784		City / State / Zip	Keeler, CA 93530	
Phone	(435) 753-2342 Fax (435) 750-9540		Phone	(760-784-8082	
Acct. No.	41761		Ship Via		
Reference	151473		Terms	Net 30	
P.O. Date:		5/11/17	Date Required:		ASAP

Quantity	Units	Description	Unit Price	TOTAL
11	Units	CR3000-ST-SW-RC-NC Datalogger	\$3,152.70	\$ 34,679.70
11	Units	NL121-ST-SW Ethernet Interface	\$186.00	\$ 2,046.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SubTotal				\$ 36,725.70
Shipping & Handling				\$ 500.00
Taxes: Rate: 7.75%				\$ 2,846.24
TOTAL*				\$ 40,071.94

Is this order paid by credit card? **YES** **NO** x

Ordered By: Nik Barbieri

Approved: _____

Date: _____

*** Purchase Orders totaling \$500.00 or more must first be:**

(1) Submitted to the Projects Manager (original + 1 copy); and

(2) Approved and signed by the APCO prior to ordering.

BUDGET:		<u>Task # or budget category:</u>
SB 270	100.0%	45% II.1.4 Maintenance
		55% Capital Asset Reserves
District		

_____ Reviewed for PBC Policy (P. Kiddoo)

_____ Budget Log (S. Cash)

_____ Fiscal Services (P Gilpin)



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Nik Barbieri, Director of Technical Services

Subject: Purchase of one 12' x 20' building from High Sierra Containers West Coast Barns and Sheds

Summary:

This purchase is for a workshop in Keeler. The District currently has three full time staff operating up to twelve PM₁₀ air monitoring and meteorological sites on and around the Owens Lake. As the number of stations has increased, the area to perform maintenance, troubleshooting, and overall upkeep of these monitors has not. Currently any testing or repairs that take place are done in confined individual office space. The numerous issues associated with this type of working environment will be resolved by moving these necessary tasks into separate dedicated workshop.

On April 11, 2017 a public notice was placed in local papers for a bid on one pre-build modular workshop. The notice ran six times in the Inyo Register, and twice in The Sheet, with a closing date of Monday April 24th at 4:00. One bid was received meeting the specifications of the request. The bid was from High Sierra Containers West Coast Barns and Sheds for the amount of \$19,044.81.

Fiscal Impact:

Funds have been budgeted for in the FY 16-17 SB270 budget (III.A) and are available for this purchase.

Board Action:

District staff recommends that the District Board award bid and approve a purchase order for one modular building to be built and delivered to the Keeler Field Office to High Sierra Containers West Coast Barns and Sheds in an amount not to exceed \$19,044.81.

Attachments:


- 1) Bid 2017-B2
- 2) Purchase Order

Park Place Business, INC

High Sierra Containers
West Coast Barns and Sheds
P.O Box 1655
Bishop CA 93515

Date	Estimate #
4/17/2017	105

Name / Address
Great Basin Unified Air Pollution Control 157 Short St. Bishop, CA 93514

			Project
Description	Qty	Rate	Total
Lofted Barn Cabin 12 x 20, with storage loft over porch, Metal roofing, wood T1-11 siding, pressure treated skid foundation running the length of the building, 4 ft porch, 3 insulated windows, french double doors, 100 apm subpanel, 1800 BTU split air conditioner- heat pump installed, 12 receptacles on four circuits, 2 light switches controlling separate fixtures, Finished interior: walls, ceiling and floor, snow load and plans for Inyo county. Bid to include all labor and free delivery to Keeler. Customer responsible for all permits Building will be delivered with in 60 days of order 		17,675.00	17,675.00T
It's been a pleasure working with you!		Subtotal	\$17,675.00
		Sales Tax (7.75%)	\$1,369.81
		Total	\$19,044.81

Phone #
760-872-7867

170511

157 Short Street
Bishop, California 93514
760-872-8211 Fax: 760-872-6109

Purchase Order No.

This number must appear on all related correspondence & invoices.

Federal Tax ID No. 43-2106258

Vendor:			Ship to:		
Name			Name		
Company			Company Great Basin Unified APCD		
Address			Address 157 Short Street		
City/State/Zip			City / State / Zip Bishop, CA 93514		
Phone			Phone (760) 872-8211		
Acct. No.			Ship Via		
Reference 2017 B2			Terms NET 30		
P.O. Date:		5/11/17	Date Required:		ASAP

Quantity	Units	Description	Unit Price	TOTAL
1	1	2x20 lofted barn, with metal roof, windows, double door 100 amp subpanel, 1800 BTU heat pump	\$17,675.00	\$ 17,675.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			SubTotal	\$ 17,675.00
Is this order paid by credit card? YES NO x			Shipping & Handling	
Ordered By: Nik Barbieri			Taxes: Rate: 7.75%	\$ 1,369.81
			TOTAL*	\$ 19,044.81

Approved: _____

Date: _____

*** Purchase Orders totaling \$500.00 or more must first be:**

(1) Submitted to the Projects Manager (original + 1 copy); and

(2) Approved and signed by the APCO prior to ordering.

BUDGET:		Task # or budget category:
SB 270	100.0%	III.A
District		

_____ Reviewed for PBC Policy (P. Kiddoo)

_____ Budget Log (S. Cash)

Fiscal Services (P Gilpin)



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Approval of budgeted consultant and service contracts for fiscal year 2017-18

The District's total budget for FY 2017-18 contains funds for consulting and service contracts. At this time, staff requests that the Board approve the following budgeted contracts and authorize the Board Chair or the Air Pollution Control Officer to execute the agreements. The contracts will be effective July 1, 2017 and are proportionally dependent on payment of the SB 270 fee for the 2017-18 fiscal year. To save paper, only the contract cover sheets, the scopes of work and fee schedules are attached. Full copies of the contracts are available upon request and will also be available for review at the Board meeting.

Contracts to be approved:

- 1) Desert Research Institute (DRI) for Consultation Services. The District will be working with experts at DRI on one task during the 2017-18 fiscal year. Task 1 involves professional services related to determining regulatory compliance of shallow flooding, managed vegetation, hybrid, brine, and tillage with BACM backup dust control measures on Owens Lake using remote sensing methods. The total amount budgeted for this task is \$210,000 (SB 270).
- 2) Ramboll Environ International Corporation for Air Quality Modeling – The District has retained the services of Mr. Ken Richmond to conduct Owens and Mono Lake air quality modeling since the 1990's. Mr. Richmond leads a team of scientists for Ramboll Environ International. The proposed assessment includes \$280,000 (SB 270) for Ramboll to assist the District with the preparation and review of particulate matter air quality modeling at Owens and Mono Lakes and to assist the District with the preparation and review of PM10 maintenance plan progress reports for the Town of Mammoth Lakes. Air quality modeling is used to help identify areas that cause or contribute to air quality violations at Owens and Mono Lake and is required as part of the Owens Lake Dust ID Program pursuant to District Board Order #080128-01 and the 2014 Stipulated Judgment.

- 3) Morrison and Foerster for Legal Services – It is estimated that \$250,000 (SB 270) will be needed for legal services to assist the District during FY 2017-18. This amount is an estimate of a reasonable fee to allow the District to respond to any legal challenges with necessary and appropriately qualified legal counsel. SB 270 provides for the annual assessment of fees related to the above projects and other related activities. It is difficult to anticipate the total estimated budget for legal services actions in part because of unpredictable circumstances that could arise not only by LADWP but from other private or public agencies. The District cannot be placed in a position of underestimating the total cost to respond to any and all legal actions. The District must carry out its legal duties under California law to protect the environment and public health. It should be noted that unexpended SB 270 fees can either be re-directed to other approved costs or are credited back to the LADWP the following fiscal year. This fiscal year's SB 270 budget contains \$25,000 for routine legal services (matters generally not contested by the City and/or general consultation) and \$225,000 for special legal services. Additional details can be found in the SB270 Budget Fee Assessment document distributed for today's public hearing on the budget. Mr. Peter Hsiao is the District's primary lead attorney at Morrison & Foerster.
- 4) Busy Bee Cleaning (Mike Elliott) for Janitorial Services – Total: \$9,000 for FY 2017-18. Busy Bee Cleaning has provided reliable janitorial services to the District for several years. Busy Bee is responsive to requests and trustworthy in the performance of duties during non-regular work hours. (SB 270: \$7,650, District: \$1,350).
- 5) Inyo County Counsel's Office - The District enters into a contract with the Inyo County Counsel's Office for advice on various legal matters including, but not limited to, personnel issues, labor law, administrative law, procedural matters, and other areas as agreed upon. The District does not have in-house counsel and relies on access to legal advice or representation on a continual basis via the Inyo County Counsel's office. The County Counsels for all three counties act as District Counsel for enforcement matters in their respective counties. The contract amount for 2017-18 is \$12,500, no change from the previous years. (SB 270: \$10,625, District: \$1,875)
- 6) Inyo County Auditor's Office - The Inyo County Auditor's office provides the following services to the District under contract: regular audits or reviews of District transactions; provision of monthly general ledger reports; and services as banker/treasurer by transferring documented funds to the District's checking account. The contract cost to perform these services is budgeted at \$6,000 for the 2017-18 FY (no change from previous years). (SB 270: \$5,100, District: \$900)
- 7) TEAM Engineering - The funds in this portion of the 2017-18 budget are for TEAM Engineering Inc. to assist District staff with ongoing environmental compliance monitoring and special environmental consulting. The primary work to be completed with these funds includes the following two main tasks: 1) tracking of compliance requirements, mitigation measures and provisions associated with Owens Lake dust controls, and 2) archaeological and environmental services related to the Cultural Resource Task Force per the 2013 Stipulated Order of Abatement (2013 SOA) for Phase 7a, the 2014 Stipulated Judgment for Phase 9/10, and the 2016 SIP. The budget contains \$70,000 for the Task 1 environmental compliance tracking

services. Additionally, for FY 2017-18, \$150,000 is budgeted for Task 2 to provide archeological and environmental services related to the Cultural Resource Task Force.

Fiscal Impact:

Executing the proposed contracts will encumber \$987,500 of fiscal year 2017-18 budgeted funds. The SB-270 budget will fund \$983,375 and the District budget will fund \$4,125.

Board Action:

Staff recommends that the Board approve the consultant and service contracts listed herein for the following amounts and authorize the Board Chair or the Air Pollution Control Officer to execute the proposed contracts or other documents as needed.

	<u>Contractor</u>	<u>Service</u>	<u>Staff Mgr</u>	<u>FY 2017-18</u>	
				<u>SB 270</u>	<u>District</u>
1	Desert Research Institute	Remote Sensing	GH	\$ 210,000	\$ -
2	Ramboll Environ Int'l.	Air Quality Modeling	AP/CH	\$ 280,000	\$ -
3	Morrison & Foerster	Legal Services	PK	\$ 250,000	\$ -
4	Busy Bee Cleaning	Janitorial Services	SC	\$ 7,650	\$ 1,350
5	Inyo County Counsel	General Legal Services	PK	\$ 10,625	\$ 1,875
6	Inyo County Auditor	Financial Services	SC/PG	\$ 5,100	\$ 900
7	TEAM Engineering	Environmental Services	GH	\$ 220,000	\$ -
				\$ 983,375	\$ 4,125

Attachment:

Front Page, Scopes of Work, and Fee Schedules for each contract.

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE
FOR THE PROVISION OF CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the consulting services of the Desert Research Institute located in Reno, Nevada (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Grace Holder, whose title is: Senior Scientist. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A (Scope of Work) which are performed by Contractor at the District's request.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Grace Holder, whose title is: Senior Scientist. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District.

ATTACHMENT A

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE
FOR THE PROVISION OF CONSULTING SERVICES**

SCOPE OF WORK:

The work performed by the Desert Research Institute through this contract agreement will be coordinated through Grace Holder (Project Manager).

Task 1 – Remote Sensing Services

DRI will provide professional services related to determining regulatory compliance of shallow flooding, managed vegetation, hybrid, brine, and tillage with BACM backup dust control measures on Owens Lake using remote sensing methods. The sum to be paid for professional services under this task shall not exceed \$210,000.

Invoices under Task 1 shall state that funding is to be charged to SB270 (II.K.14).

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE
FOR THE PROVISION OF CONSULTING SERVICES**

SCHEDULE OF FEES:

Billing invoices shall be sent to the District approximately every month during the term of the contract along with a brief progress report on the work completed.

The schedule of fees for the work described in Attachment A is as follows:

Hourly rate

Task 1- Remote Sensing

Dr. Ken McGwire\$206.67

Direct expenses actual costs

Travel and Per Diem (provided in Attachment C)

Total Budget Fees and Expenses (including per diem) not to exceed \$210,000.

ATTACHMENT C

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE DESERT RESEARCH INSTITUTE
FOR THE PROVISION OF CONSULTING SERVICES**

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Contractor shall be reimbursed for all travel and per diem expenses in the same amount and to the same extent as District reimburses its permanent status employees for such expenses. At the current time, these rates are as follows:

Lodging: Actual cost, not to exceed \$150 per night unless approved by Grace Holder.

Meals: Breakfast: \$13.00/meal
Lunch: \$13.00/meal
Dinner: \$28.00/meal.

Mileage: Mileage will be paid at the Federal standard business rate. For 2017 this rate is 53.5 cents/mile. Miles driven in 2018 will be paid at the Federal standard business rate for 2018.

Tolls, parking fees, commercial air fare (coach only), etc.: Actual cost

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND RAMBOLL ENVIRON US CORPORATION
FOR THE PROVISION OF AIR QUALITY MODELING SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the air quality modeling services of Ramboll Environ US Corporation of Lynnwood, Washington (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Ann Piersall, whose title is Deputy Air Pollution Control Officer or Chris Howard, whose title is Senior Research and Systems Analyst. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the District's request.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Ann Piersall, whose title is Deputy Air Pollution Control Officer or Chris Howard, whose title is Senior Research and Systems Analyst. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability

retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000) (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the District's request. This statement will be submitted to the District not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the District will also include an itemization of any travel or per diem expenses, which have been approved in advance by District, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the District's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.
- (2) District will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).
- (3) Except as set forth above, District has no obligation to withhold any taxes or payments from sums paid by District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. District has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the District an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment D, upon executing this Agreement.

4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with District to insure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, district, county, or municipal governments for contractor to provide the services and work described in attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement,

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND RAMBOLL ENVIRON US CORPORATION
FOR THE PROVISION OF AIR QUALITY MODELING SERVICES**

**ATTACHMENT A
ATTACHMENT B
ATTACHMENT C**

SCOPE OF WORK:

The Contractor shall assist the District with the preparation and review of particulate matter air quality modeling and analysis related to emissions and control of PM10 from the lake beds at Owens Lake and Mono Lake. The Contractor will also assist the District with the preparation and review of PM10 maintenance plan progress reports for the Town of Mammoth Lakes. The Contractor may be asked to provide expert testimony. The Contractor's services shall be available for the duration of the contract to perform additional tasks as specified in writing by the District. The Contractor may be asked to work directly with other District contractors in performing assigned tasks.

SCHEDULE OF FEES:

The Contractor shall be compensated on a time and expense basis in accordance with the attached Schedule of Charges, which is hereby made a part of this Agreement.

SCHEDULE OF TRAVEL AND PER DIEM:

The Contractor shall be reimbursed for travel and per diem costs as follows:

Direct expenses Actual costs

Contractor shall be reimbursed for all travel and per diem expenses as follows:

Lodging: Actual cost, not to exceed \$250 per night unless approved by Ann Piersall or Chris Howard.

Meals:	Breakfast:	\$13.00/meal
	Lunch:	\$13.00/meal
	Dinner:	\$28.00/meal.

Tolls, parking fees, commercial air fare (coach only), etc.: Actual cost

Ramboll Environ US Corporation
2017 Rates

Job Title	Hourly Rate
Principal	245
Principal Consultant	245
Manager 10	220
Manager 9	195
Manager 8	175
Senior Associate 7	160
Senior Associate 6B	150
Associate 6	140
Associate 5	125
Associate 4	105
Associate 3	90
Draftsperson	85
Support	70

April 25, 2017

Writer's Direct Contact
213.892.5731
PHsiao@mofocom

Via Electronic and U.S. Mail

Mr. Phillip Kiddoo
Air Pollution Control Officer
Great Basin Unified Air Pollution Control District
157 Short Street, Suite 6
Bishop, CA 93514

Re: Extension of Contract to Perform Legal Services

Dear Phill:

Pursuant to our discussions, Morrison & Foerster, LLP requests that our contract with the Great Basin Unified Air Pollution Control District ("District") be renewed for District's 2017-2018 fiscal year to include a budget of \$225,000 for special legal services (SB 270) and an additional \$25,000 for routine legal services (SB 270) for a total of \$250,000. This is a substantial reduction from the budget for the District's 2016-2017 fiscal year of \$425,000. My hourly rate for this work is \$840/hour. Thank you again for using our firm, we are grateful for this opportunity to work with the District.

Sincerely,


Peter Hsiao

APPROVED AND AGREED TO:

By: _____

Title: _____

Date: _____

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND BUSY BEE CLEANING
FOR THE PROVISION OF JANITORIAL (BISHOP OFFICES) SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the janitorial services of Busy Bee Cleaning of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and District laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum of Seven Hundred Fifty Dollars and zero cents (\$750.00) per month for performance of all of the services and completion of all of the work described in Attachment A on a monthly basis.

B. Travel and per diem. Contractor will not be paid or reimbursed for the travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed Nine Thousand Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

Great Basin Unified Air Pollution Control District
Standard Contract No. 119
(Independent Contractor)
Page 1

082505

ATTACHMENT A

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND BUSY BEE CLEANING
FOR THE PROVISION OF JANITORIAL (BISHOP OFFICES) SERVICES**

TERM:

FROM: July 1, 2017

TO: June 30, 2018

SCOPE OF WORK:

SEE ATTACHED SPECIFICATIONS

ATTACHMENT B

Great Basin Unified Air Pollution Control District
Standard Contract No, 119
(Independent Contractor)
Page 10

082505

SPECIFICATIONS FOR BISHOP JANITORIAL SERVICES

157 Short Street, Bishop CA 93514

The following janitorial services will be furnished by the CONTRACTOR:

1. The CONTRACTOR will furnish and maintain all of the equipment required for carrying out the janitorial services required by this agreement.
2. The CONTRACTOR will furnish all cleaning supplies required for carrying out the janitorial services required by this agreement, including, but not limited to, polishes, cleaning agents, and disinfectants. CONTRACTOR shall not be required to provide supplies used as a service to the employee or the public, such as, but not limited to, paper goods, constant use deodorants, and sanitation products; however, CONTRACTOR shall regularly service dispensers for those supplies.
3. All doors will be locked after service, and the buildings will be kept closed to unauthorized persons during the servicing periods.
4. Facilities will be maintained as follows according to the SCHEDULE set forth in Paragraph 9 below:
 - a. All restrooms shall be cleaned and sanitized and shall be kept free from stains and discoloring and reported if not in working condition. Dispensers will be cleaned and kept full. Floors shall be wet mopped weekly.
 - b. Waste receptacles will be emptied and liners replaced. Waste receptacles will be cleaned as required to comply with good sanitary practice.
 - c. Clean, by dusting, all desks and office working surfaces if desk and working spaces are free of work material.
 - d. Clean file cabinets (all sides), desks (all sides), furniture such as tables, chairs, stands, shelves, cupboards, and telephones.
 - e. Spot clean floors and walls to remove grease, water spots, and hand prints.
 - f. Clean glass doors and mirrors.
 - g. Windows will be washed on interior and exterior surfaces.
 - h. Carpeted areas should be vacuumed, spot cleaned, and shampooed.
 - i. Clean fluorescent light diffusers.
 - j. Clean or vacuum venetian blinds or other window coverings.
5. The following conditions are to be generally controlling:
 - Furniture not equipped with rollers for way moving will not be moved.
 - Desks cluttered with work papers or materials not of permanent nature will be left alone.
 - Coffee services and area cluttered with the products thereof need not be cleaned.
 - A notice may be left in writing on any surface or area that is too cluttered to clean and is recognized as needing cleaning stating the need and requesting that the surface be cleared for service.
 - Work papers, letters, or other material of a working nature that are found on the floor will be left where they are found and shall not be thrown away.
6. The janitorial services required by this Agreement will be performed by the CONTRACTOR at times other than normal business hours which are Monday through Friday 8:00 am to 5:00 pm.
7. The District laboratory will not be serviced by CONTRACTOR.
8. CONTRACTOR shall be required to obtain and maintain a bond, in a form and substance satisfactory to the DISTRICT, in an amount no less than \$7,500.00.

Great Basin Unified Air Pollution Control District
Standard Contract No. 119
(Independent Contractor)
Page 12

082505

9. MAINTENANCE SCHEDULES (according to specifications in Paragraphs 4 and 5)

Location: **157 SHORT STREET, BISHOP CA 93514**

Frequency: Twice Weekly (Wednesday and Saturday or Sunday)

- Clean two restroom in Suite 6
- Vacuum main traffic area in Suite 6 and kitchen area
- Empty receptacles in Suite 6 and kitchen area
- Fill dispenser in two bathrooms in Suite 6

Frequency: Once weekly (Saturday or Sunday)

- Dust all desks and workspaces
- All restrooms throughout building shall be cleaned and wet mopped
- Vacuum remaining office suites (18 rooms) and conference room, including corners and edges, throughout building.
- Clean glass doors and mirrors
- Dust, mop, clean, sanitize, etc. as specified in Paragraph 4

Frequency: Once Monthly

- Mop all restroom floors with tri-sodium phosphate or similar cleaner

Frequency: Once Every Six Months

- Spot clean floors and walls
- Clean all interior and exterior windows
- Clean all blinds or window coverings
- Shampoo and spot clean carpets

Frequency: Once Every Year

- Clean fluorescent light fixtures

NOTE: All of the above excludes the District laboratory, which will not be serviced by the CONTRACTOR.

**AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the legal services of County Counsel of Inyo County hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum total of Twelve Thousand Five Hundred Dollars and zero cents (\$12,500.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed Twelve Thousand Five Hundred (\$12,500.00) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

ATTACHMENT A

**AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2017 TO: June 30, 2018

SCOPE OF WORK:

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

- 1. Legal advice and representation relating to personnel matters of the District;**
- 2. Legal advice and representation relating to labor law and labor negotiations or mediations;**
- 3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings.**
- 4. Legal advice and representation to the District Board in hearing grievance and discipline matters.**
- 5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District has a conflict of interest in regard to a District matter arising within their County.**
- 6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.**

**AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF FINANCIAL SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the financial services of County Auditor of Inyo County hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum total of Six Thousand Dollars and zero cents (\$6,000.00) for performance of all of the services and completion of all of the work described in Attachment **A**.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the District to Contractor for all services and work to be performed under this Agreement shall not exceed Six Thousand (\$6,000.00) Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

ATTACHMENT A

**AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF FINANCIAL SERVICES**

TERM:

FROM: July 1, 2017 **TO:** June 30, 2018

SCOPE OF WORK:

The County of Inyo, through and by its Office of Auditor-Controller, will provide financial services to the Great Basin Unified Air Pollution Control District (District) as follows:

Inyo County Auditor-Controller:

1. Receive monies deposited into the Inyo County Treasurer's General Fund bank account at Union Bank of California, Bishop, California, representing District's receivables and other monies, for and on behalf of the District's own use and expenses.
2. Upon receipt and review of District's monthly expenditure reports, authorize that District's revolving expenditure account fund to be replenished as needed (transfer of funds from County Treasury to District checking account) within 48 hours.
3. Audit, review, or verify District's financial records once per quarter, or as deemed necessary. Hourly rates for such services range from \$35 per hour to \$85 per hour. Within 30 days of completion, a written report or summary and recommendations will be provided to District regarding same.
4. Provide monthly General Ledger reports to District for reconciliation purposes.

District shall provide, perform, and process the following:

1. District Receivables, Income, Revenue, or other Monies: Make deposits into the Inyo County Treasurer's General Fund bank account at Union Bank of California, Bishop California, for and on behalf of the District's own use and expenses; maintain and keep records of same.
2. District Payables: Receive, verify, authorize, record, and distribute payment of all district expenses and obligations. District shall provide a monthly expenditure report to the Inyo County Auditor's office in accordance with Item 2 above.
3. Employee payroll: Computation of payroll, issue of payroll checks and pay payroll liabilities including federal tax deposits (Form 8109 – FIT and FICA), California state tax deposits (Form DE88 – PIT, SDI, SUTA), PERS Medical Insurance, Reliable Life Insurance, and any other benefits. District shall also prepare and process California Forms DE34 and DE542 for new employees, new independent contractors, and monthly independent contractors report; W-9s for labor or service payments made.
4. Quarterly payroll reports (Federal Form 941 to reconcile FICA, FIT, and FUTA; California State Form DE 6 to reconcile PIT, SUTA, ETT, and SDI).
5. Quarterly sales and use tax reports (Form BOE 401-A2).

6. Annual payroll reports (Federal Forms W2 and W3; Form 940-FUTA, Forms 1099 and 1096 for rents and independent contractors, California State Form DE7).
7. Check writing and distribution (payroll and accounts payable).
8. Budget supervision including: oversight, control, appropriation changes, journal entries, receipts, reports, outstanding check maintenance, check cancellation or voids, financial record file maintenance.
9. Reporting and recordkeeping:
 - a. Financial reports or other accounting of expenditures for each calendar month which shall include deposits, expenditures, and budget balances per object code;
 - b. General Ledger reports and Journal;
 - c. Fixed assets and accruals;
 - d. Year end accruals;
 - e. Quarterly payroll reports (Forms 941 and DE 6);
 - f. End of year forms W2 and 1099; and
 - g. Other financial reports or records as needed under local, state, and federal requirements.
10. Cause an external audit to be conducted on an annual basis by a qualified certified public accountant or accounting firm.

SCHEDULE OF FEES

District shall compensate Contractor for the provision of financial services described in Attachment A as follows:

District shall, upon Contractor's written request, compensate Contractor in an amount not to exceed \$6,000 for work specified in the Scope of Work.

The contract limit is Six Thousand Dollars \$6,000.

Hourly rates for quarterly audits by Inyo County Auditor's Office: \$35 - \$85 per hour.

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND TEAM ENGINEERING AND MANAGEMENT INC.
FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the environmental consulting services of TEAM Engineering and Management, Inc. of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by Phill Kiddoo whose title is: Air Pollution Control Officer or Grace Holder whose title is Senior Scientist. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees set forth in Attachment B for the services and work described in Attachment A, which are performed by Contractor at the District's request in accordance with the schedule set for in Attachment A. Attachments A and B are attached hereto and by reference incorporated herein.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Phillip L. Kiddoo whose title is: Air Pollution Control Officer or to Grace Holder whose title is Senior Scientist. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in Attachment C. District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Two Hundred Twenty Thousand dollars and no cents (\$220,000.00) (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the District's request. This statement will be submitted to the District not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the District will also include an itemization of any travel or per diem expenses, which have been approved in advance by District, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the District's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.
- (2) District will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, District has no obligation to withhold any taxes or payments from sums paid by District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. District has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the District an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment D, upon executing this Agreement.

ATTACHMENT A

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND TEAM ENGINEERING AND MANAGEMENT INC
FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

TERM:

FROM: July 1, 2017 TO: June 30, 2018

SCOPE OF WORK:

The work performed through this contract agreement will be coordinated through Grace Holder (Senior Scientist) and Phill Kiddoo (Air Pollution Control Officer).

Task 1 – On-Call Environmental Consulting Services

Task 1 consists of work related to environmental compliance monitoring and resource management of the Owens Lake Dust Mitigation Project. Work will include participation in meeting and communication with LADWP, review of the adequacy of environmental mitigation compliance reports submitted to the District by LADWP, and biological and cultural resource surveys and reporting for new Dust ID monitoring sites. The total budget for work in Task 1 shall not exceed \$70,000.

Task 2 – Cultural Resource Task Force

This task consists of technical work and participation in the Cultural Resource Task Force (CRTF). TEAM Engineering and Management, INC will provide archeological and environmental services related to the CRTF, as needed, per the 2013 Phase 7a and Keeler Dunes Settlement Agreement and related 2013 SOA, and the 2014 Stipulated Judgement. The total budget for work in Task 2 shall not exceed \$150,000.

The sum to be paid for the professional services in Tasks 1 and 2 shall not exceed: \$220,000.00

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND TEAM ENGINEERING AND MANAGEMENT INC
FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

TERM:

FROM: July 1, 2017 TO: June 30, 2018

SCHEDULE OF FEES:

(see next page)

**ATTACHMENT B:
SCHEDULE OF FEES AND CHARGES****ENVIRONMENTAL COMPLIANCE AND
RESOURCE MANAGEMENT CONSULTING SERVICES
TO
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
FY 2017-2018****Professional Fees**

	Individual Quote
Litigation Support and Expert Witness	
Senior Consultant	\$ 280.00 per hour
Principal	\$ 220.00 per hour
Project Manager	\$ 175.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Biologist	\$ 125.00 per hour
Project Scientist	\$ 125.00 per hour
Senior Archaeologist	\$ 115.00 per hour
Staff Scientist	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$ 75.00 per hour

Charges

Mileage	IRS Rate
Specialized Computer Applications	\$ 20.00 per hour
Report Production Costs	Cost plus 15 percent
Necessary Job Related Expenses (Including Sub-Contractors)	Cost plus 15 percent

ATTACHMENT C

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND TEAM ENGINEERING AND MANAGEMENT INC
FOR THE PROVISION OF ENVIRONMENTAL CONSULTING SERVICES**

TERM:

FROM: July 1, 2017 TO: June 30, 2018

SCHEDULE FOR TRAVEL AND PER DIEM PAYMENT:

Contractor shall be reimbursed for all travel and per diem expenses in the same amount and to the same extent as District reimburses its permanent status employees for such expenses. At the current time, these rates are as follows:

Lodging: Actual cost, not to exceed \$125 per night without approval of Grace Holder.

Meals: Breakfast: \$13.00/meal
 Lunch: \$13.00/meal
 Dinner: \$28.00/meal.

Tolls, parking fees, commercial air fare (coach only), etc.: Actual cost



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Susan Cash, Administrative Projects Manager

Subject: Office and Monitoring Site Leases (FY 2017-19)

The following lease agreements are due to be renewed after June 30, 2017. Staff has secured two-year leases (for Fiscal Years 17-18 and 18-19) for the following office locations and monitoring sites:

Office Locations	Lessor	Monthly Rent \$	Annual Rent \$
Keeler Office (Land Only)	Theona Wasson	FY 17-18 \$730 FY 18-19 \$740	FY 17-18 \$8,760 FY 18-19 \$8,880
Monitoring Sites			
Mono Lake – Simis (Additional Space Leased)	Cole Hawkins	FY 17-18 \$110 FY 18-19 \$110	FY 17-18 \$1,320 FY 18-19 \$1,320
Lone Pine	Southern Inyo Hospital	(2x/yr)	FY 17-18 \$1,700 FY 18-19 \$1,700
Olancho	Ella & Steven Smith	FY 17-18 \$325 FY 18-19 \$350	FY 17-18 \$3,900 FY 18-19 \$4,200

Fiscal Impact:

The \$15,680 FY 17/18 cost represented above is budgeted in the proposed 17/18 budget on your agenda today.

Board Action:

Staff recommends the Board approve and authorize the APCO to sign the above lease agreements, contracts or other documents, including any minor revisions, as needed.

Consent Agenda (Action) – Approve Monitoring Leases and Rental Agreements for
Fiscal Years 2017-2018 and 2018-2019
(Effective July 1, 2017)

May 11, 2017 – Agenda Item No. 4f – Page 1 of 1



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017
To: District Governing Board
From: Patricia Gilpin, Fiscal Services Technician
Subject: Year End Transfer Authority, Appropriation Changes and Carryovers

Summary:

In preparation for the end of our fiscal year, it is necessary to ask the Board to grant the Air Pollution Control Officer the authority to make transfers and revisions with respect to appropriations approved in the budgets. These changes will occur during June and July so that sufficient monies are appropriated to all expense accounts in the budget at year-end. All budget transfers and revisions made under this authority will be reported to the Board at the next regular meeting after July.

It might also be necessary to carryover unused funds appropriated for specific spending in the 2016-2017 fiscal year to the 2017-2018 fiscal year. Some of these expenditures are in process, but billing will not be received until after the new fiscal year. We also have service/consulting contracts that will need to be carried over to the 2017-2018 year, as final work and billings will not be completed in this fiscal year. All carryover funds authorized under this authority will be reported to the Board at the next regular meeting after July.

Fiscal Impact:

Transfers and revisions have no financial impact. Carryovers will allow the funds already appropriated but unspent, to follow the expenses into the next fiscal year.

Board Action:

Staff recommends that the Governing Board grant the Air Pollution Control Officer the authority to:

1. Make transfers and revisions with respect to appropriations approved in the budget during the month of June and July 2017 for the fiscal year end.
2. Carry over appropriated funds for incomplete purchases from the 2016-2017 fiscal year to the 2017-2018 fiscal year.

All transfers, revisions and carryovers will be reported to the Board at the next regular Board meeting after July 2017.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

Date Prepared: April 25, 2017

To: District Governing Board

From: Chris Lanane, Air Monitoring Specialist

Subject: 2017 Annual Air Quality Monitoring Network Plan

Summary:

Federal regulations require an annual review of the District's ambient air monitoring network plan as a means to identify needs for additions, relocations, or terminations of monitoring stations or instrumentation. The attached District Annual Air Quality Monitoring Network Plan (AMNP) provides detailed information about the District's monitoring network for 2017. Typically, the State of California Air Resources Board (ARB) incorporates the District's monitoring network into their statewide annual network plan as well. Inclusion of the District's network in the ARB plan does not preclude the District from producing a plan of its own. District staff has produced this plan that provides more specific detail regarding the District's monitoring network than the more general ARB plan.

The District made the plan available for public inspection and comment beginning April 8, 2017, for the 30-day statutory public inspection period in accordance with Title 40 of the Code of Federal Regulations, Part 58.10. Legal notices were published in the Inyo Register, The Sheet, and in the Tahoe Daily Tribune on or before April 8, 2017. The document was available on the District's website and at the District's Bishop office for inspection April 7, 2017. The public inspection period will close on May 11, 2017, at the conclusion of the Board meeting. As required by regulation, all comments received by that time will be submitted to the US EPA Region IX Administrator along with the Network Plan.

Fiscal Impact:

None.

Board Action:

Staff recommends the Governing Board adopt the District's 2017 Annual Air Quality Monitoring Network Plan for submission to the US EPA Region IX administrator for approval.

Attachments:

- 2017 Great Basin Annual Air Quality Monitoring Network Plan (sent to the Board under separate cover, copies available on request).
- LADWP Comments on the District's 2017 Annual Monitoring Network Plan, April 24, 2017
- District Responses to LADWP's Comments on the District's 2017 Annual Monitoring Network Plan, April 27, 2017

Adoption of the 2017 Great Basin Unified APCD Air Quality Monitoring Network Plan for
Air Monitoring Efforts in the District
May 11, 2017 – Agenda Item No. 5 – Page 1

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

DAVID H. WRIGHT
General Manager

April 24, 2017

Mr. Phillip Kiddoo
Air Pollution Control Officer
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, California 93514-3537

Dear Mr. Kiddoo:

Subject: Review of 2017 Annual Air Quality Monitoring Network Plan

Thank you for the opportunity to review and provide comments on the Great Basin Unified Air Pollution Control District's (District) 2017 Air Quality Monitoring Network Plan (2017 AMNP).

The Los Angeles Department of Water and Power's (LADWP) comments on the 2017 AMNP are presented below.

1. Inclusion of Out-of-Date Station Information:

- Pages 14 and 20 of the 2017 AMNP contain six references to the "Simis Ranch" PM10 monitor, which was discontinued in 2008. Similarly, Table A.1 on Page 24, and Table A.2 on Page 25, reference the "Simis Residence" monitor. The 2017 AMNP should focus on currently active stations.

2. No Environmental Protection Agency (EPA)-Approved Quality Assurance Project Plan:

- The 2017 AMNP states that the District's monitoring stations are currently being operated and maintained as a part of the California Air Resources Board's (CARB) Primary Quality Assurance Organizations, with the District operating under CARB's USEPA (United States Environmental Protection Agency)-approved Quality Assurance Program (QAP). However, given that not all equipment operated as part of the Owens Lake monitoring network and used in the Dust Source Identification (Dust ID) Program (e.g., Sensits, Cox Sand Catchers, video camera, etc.) is covered under this QAP, a separate Quality Assurance Project Plan (QAPP) approved by the USEPA, is required per Title 40 of the Code of Federal Regulations, Part 58, Appendix A (40 CFR, § 58.11 [a][1]). Although the District has indicated that an independent QAPP was submitted for review to the USEPA in 2013, no mention of this QAPP or its review status is made in the 2017 AMNP. Moreover, based on current USEPA listings, such a QAPP has not been approved by the USEPA. Likewise, the CARB website makes no mention of an approved QAPP for PM10 monitoring and other components of the Dust ID Program.

3. Definition of "Design Concentration":

- Page 22, Table 4, PM10 Design Concentrations: The term "design concentration" should be defined and its relevance to the 2017 AMNP explained.

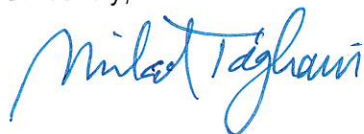
4. Non-EPA Reference or Equivalent PM10 Monitor at Lone Pine:

- Appendix A, Site Specific Information, Table A.2 shows that the Lone Pine Tapered Element Oscillating Microbalance (TEOM) is a Rupprecht and Patashnick (R&P) Filter Dynamics Measurement System (FDMS)-TEOM continuous PM10 monitor. R&P FDMS TEOMs are not on the list of EPA Reference or Equivalent PM10 monitors. Both the 2016 Owens Valley PM10 Planning Area Demonstration of Attainment State Implementation Plan (2016 SIP) and Board Order No. 160413-01 call for the use of "shoreline and near-shore PM10 monitors." The 2016 SIP defines a "shoreline and near-shore PM10 monitor" as "...a fixed or portable USEPA-approved Federal Reference Method or Equivalent Method PM10 Monitor located approximately on the 3600-foot elevation (historic shoreline) contour, or within the Owens Valley Non-Attainment Area above the 3600-foot elevation." Similarly, Board Order No. 160413-01 defines "shoreline and near-shore PM10 monitor" as "...a fixed or portable USEPA-approved Federal Reference Method or Equivalent Method PM10 Monitor located at or above the 3600-foot elevation (Regulatory Shoreline) contour within the Owens Valley Non-Attainment Area."

The District's use of data from the Lone Pine FDMS-TEOM monitor is therefore inconsistent with Board Order No. 160413-01 and the 2016 SIP. Until a compliant monitor is installed at Lone Pine, the data should be excluded from the District's State and Local Air Monitoring Station network, which requires the use of Federal Reference or Equivalent Methods per Title 40 of the Code of Federal Regulations, Part 58, Appendix A, § 1.1(c).

If you have any questions, please contact me at (213) 367-1138.

Sincerely,



Milad Taghavi
Manager of Owens Lake Policy and Planning

SL:jem

Phillip L. Kiddoo
Control Officer



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short St. - Bishop, CA 93514
(760) 872-8211, Fax (760) 872-6109

April 27, 2017

Mr. Milad Taghavi
City of Los Angeles
Department of Water and Power
P. O. Box 51111
Los Angeles, California 90051-5700

Re: Comments on the Great Basin Unified Air Pollution Control District's Draft 2017 Annual Air Quality Monitoring Network Plan

Dear Mr. Taghavi:

Thank you for submitting comments on behalf of the Los Angeles Department of Water and Power (LADWP) dated April 24, 2017 regarding the Great Basin Unified Air Pollution Control District's (District's) Draft 2017 Annual Air Quality Monitoring Network Plan (AMNP). District staff has carefully considered the LADWP's comments and the District's responses are presented below. The LADWP's comments and the District's responses to them will be submitted, along with the Revised 2017 AMNP, to the EPA IX administrator for his/her consideration.

1. LADWP Comment: Inclusion of Our-of-Date Station Information:

Pages 14 and 20 of the 2017 AMNP contain six references to the "Simis Ranch" PM10 monitor, which was discontinued in 2008. Similarly, Table A.1 on Page 24, and Table A.2 on Page 25, reference the "Simis Residence" monitor. The 2017 AMNP should focus on currently active stations.

District Response: An AMNP documents the past, present, and future configuration of a monitoring network. Oftentimes monitors at a given station are temporarily shut down due to resource constraints, etc., but may be restarted in the future. The purpose of the AMNP is to document the stations and monitors currently operating in the network, the stations and/or monitors that have been removed from the network, and the stations and/or monitors proposed to be added to the network. As stated in 40 CFR 58.10(e), "All proposed additions and discontinuations of SLAMS monitors in annual monitoring network plans and periodic network assessments are subject to approval according to § 58.14."

2. LADWP Comment: No Environmental Protection Agency (EPA)-Approved Quality Assurance Project Plan:

The 2017 AMNP states that the District's monitoring stations are currently being operated and maintained as a part of the California Air Resources Board's (CARB) Primary Quality Assurance Organizations (sic) (PQAO), with the District operating under CARB's USEPA (United States Environmental Protection Agency)-approved Quality Assurance Program (QAP). However, given that not all equipment operated as part of the Owens Lake monitoring network and used in the Dust Source Identification (Dust ID) Program (e.g. Sensits, Cox Sand Catchers, video camera, etc.) is covered under this QAP, a separate Quality Assurance Project Plan (QAPP) approved by the USEPA, is required per Title 40 of the Code of Federal Regulations, Part 58, Appendix A (40 CFR, § 58.11[a][1]). Although the District has indicated that an independent QAPP was submitted for review to the USEPA in 2013, no mention of this QAPP or its review status is made in the 2017 AMNP. Moreover, based on current USEPA listings, such a QAPP has not been approved by the USEPA. Likewise, the CARB website makes no mention of an approved QAPP for PM10 monitoring and other components of the Dust ID Program.

District Response: The District has always operated its PM10 and PM2.5 monitoring network under an EPA-approved QAPP, and, as quoted from the 2016 AMNP above, operates under the California Air Resources Board's (CARB) Quality Assurance Program, as approved by EPA. CARB is the District's Primary Quality Assurance Organization (PQAO) as defined in 40 CFR 58.1. The regulation cited by the LADWP (40 C.F.R., Section 58.11(a)(1)) states, "State and local governments shall follow the applicable quality assurance criteria contained in Appendix A to this part when operating the SLAMS network." There are no criteria in the regulation that address monitoring equipment of the type used by the District in the Dust ID network, however, an extensive quality assurance program for the operation of the network is contained in Section 7 of the 2016 Owens Valley Planning Area (OVPA) State Implementation Plan (SIP).

LADWP brought this same concern to the 2011 SCRDP hearing before the CARB Executive Officer. CARB determined that the CARB QAP, under which the District operates, adequately addressed the requirements for a QAPP for the District. The CARB Hearing Officer stated in his decision, "I find no substantial evidence in the record to support the City's arguments regarding the monitoring data used by the District but do find substantial evidence to support the District's use of the monitoring data." (State of California Air Resources Board, Decision and Findings of the California Air Resources Board, in the Matter of: The Owens Lake Dust Control Revised Final 2011 Supplemental Control Requirements Determination Issued by Great Basin Unified Air Pollution Control District, Hearing Date: June 15, 2012. Final Decision November 19, 2012.) CARB's determination was upheld in the Stipulated Judgment, Attachment A, pg. 14, Dec. 30, 2014, City of Los Angeles v. California Air Resources Board and Great Basin Unified Air Pollution Control District, Superior Court of California, Sacramento.

3. LADWP Comment: Definition of “Design Concentration:”

Page 22, Table 4, PM10 Design Concentrations: The term “design concentration” should be defined and its relevance to the 2017 AMNP explained.

District Response: This table was included at the request of the EPA during their review of the District’s 2016 AMNP. The following definitions will be included in the District’s revised 2017 AMNP. “Design concentration,” is defined as the fourth highest concentration monitored during a specified period, in this case, the 2016 monitoring year, at a given monitor or in a particular monitoring area. Design values are calculations based on the previous three years of monitoring data that provide estimates of the number of exceedances expected each year at a given site or in a given air basin. Design values greater than 1 per year for PM10 indicate that an area is not in attainment, as the standard allows only one exceedance per year for an area to remain in attainment.

4. LADWP Comment: Non-EPA Reference or Equivalent PM10 Monitor at Lone Pine

Appendix A, Site Specific Information, Table A.2 shows that the Lone Pine Tapered Element Oscillating Microbalance (TEOM) is a Rupperecht & Patashnick (R&P) Filter Dynamics Measurement System (FDMS)-TEOM continuous PM10 monitor. R&P FDMS TEOMs are not on the list of EPA Reference or Equivalent PM10 monitors. Both the 2016 Owens Valley PM10 Planning area Demonstration of Attainment State Implementation Plan (2016 SIP) and Board Order No. 160413-01 call for the use of “shoreline and near-shore PM10 monitors.” The 2016 SIP defines a “shoreline and near-shore PM10 monitor” as “...a fixed or portable USEPA-approved Federal Reference Method or Equivalent Method PM10 Monitor located approximately on the 3600-foot elevation (historic shoreline) contour, or within the Owens Valley Non-Attainment Area above the 3600-foot elevation.” Similarly, Board Order no. 160413-01 defines “shoreline and near-shore PM10 monitor” as “...a fixed or portable PM10 Monitor located at or above the 3600-foot elevation (Regulatory Shoreline) contour within the Owens Valley Non-Attainment Area.”

The District’s use of data from the Lone Pine FDMS-TEOM monitor appears is therefore inconsistent with Board Order No. 160413-01 and the 2016 SIP. Until a compliant monitor is installed at Lone Pine, the data should be excluded from District’s State and Local Air Monitoring Station network, which requires the use of Federal Reference or Equivalent methods per Title 40 of the Code of Federal Regulations, Part 58, Appendix A, § 1.1(c).

District Response: The Lone Pine PM10 monitor is not at or near the Owens Lake regulatory shoreline, it is located in the community of Lone Pine, approximately 6.5 kilometers north of the shoreline. The 2016 SIP (Chapter 6) requires that LADWP meet the PM10 Federal standard of 150ug/m3 at the regulatory shoreline (3,600 feet above sea level) and the State standard of 50ug/m3 in the communities. To monitor compliance with the State standard in the communities necessitates the use of a State of California-approved PM10 monitor. The District uses TEOMs extensively throughout the network. The TEOM 1400a(AB) is a Federally-approved Equivalent Method monitor for PM10 (EQPM-1090-079), however, it is not a California state-approved method. The same TEOM 1400a(AB) with the addition of

the 8500c FDMS unit attached, is a California-approved method for PM10 monitoring (<http://www.arb.ca.gov/aaqm/qa/qa-manual/vol4/partapm10.pdf>), but is not a Federal equivalent method when operated with the 8500c FDMS unit attached. The District operated the TEOM/FDMS combination monitor at Lone Pine collocated with a filter-based Federal PM10 sampler, an R&P Partisol Plus 2025 (RFPS-1298-127) for more than 2 years and found the comparison between the two monitors to average within 10%. Additionally, there is no such citation in the Code of Federal Regulations as 40 CFR Part 58, Appendix A, Section 1.1(c).

In conclusion, no substantive issues were raised in the comments provided in the LADWP letter of April 24, 2017, that had not been addressed in previous responses to comments on the AMNPs of past years. The editorial issues will be addressed in a revised draft 2017 ANMP that will be submitted to the US EPA and the ARB, with copies sent to the LADWP. All of the remaining issues raised in the LADWP's comments on the 2017 AMNP have been addressed by CARB, EPA, and the District in previous documents, studies, approvals, decisions, in the response to the LADWP comments on the 2016 AMNP, and in the 2014 Stipulated Judgment. District staff has determined there is no reason to make any substantive changes to the 2017 AMNP based the LADWP's comments.

Sincerely,



Phillip L. Kiddoo
Air Pollution Control Officer

PLK:cl

Cc (via email):

Ann Piersall, GBUAPCD
Chris Lanane, GBUAPCD
Jennifer Wong, LADWP
Sarah Lacombe, LADWP



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
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BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Phillip Kiddoo, Air Pollution Control Officer
Susan Cash, Administrative Projects Manager

Subject: District and SB270 Operating Reserves

Summary:

At the March 9, 2017 Governing Board meeting during the first public hearing for the 2017-2018 SB270 budget, the representative from the Los Angeles Department of Water and Power (LADWP) requested that the Board re-examine the need for a 20% SB 270 reserve. The Governing Board directed staff to prepare an item for a future meeting to discuss the appropriateness of the chosen percentage.

In December of 2011, the District staff brought forward an item to the Governing Board requesting an additional \$500,000 Order to the LADWP to pay for outside legal service costs anticipated associated with implementing, defending, and enforcing the 2011 Supplemental Control Requirement Determination (SCRD). LADWP had contested the SCRD, the District and LADWP were unsuccessful in mediation, and LADWP was appealing to the California Air Resources Board (CARB). None of these extra legal costs were anticipated in the original budget or Order to Pay for fiscal year 2011-2012; thus, an additional Order to Pay was sought.

At that time, LADWP representatives requested that your Board deny the Order and require the District to pay the unanticipated costs out of the SB 270 Reserves. Ultimately, the Board made a "first authorization" of a \$250,000 Order to Pay with the remainder to be considered at a later date. The Board also at that time requested that staff bring back a Reserve Policy for consideration and adoption.

After requesting that the District use SB 270 Reserves instead of the Board issuing another Order, LADWP decided to *ignore the Board's decision and refused to pay the Order*, disregarding your Board's authority to issue an Order and to determine the appropriate use of the Reserve fund, and forcing the District to use Reserves (that LADWP didn't want the District to have in the first place) to defend the SCRD.

District staff returned to the Governing Board in March of 2012 with a proposed Reserve Policy, applicable to both the District Funds and the SB 270 Funds. The proposed policy called for between three and four-and-one-half months (25%-37.5%) of full annual operating costs as an operating reserve, and a simple majority vote of the board for allocation. The Governing Board ultimately unanimously settled on a policy that calls for 20% of the full annual operating costs as an operating reserve, with a 5/7th vote of the board required for allocation. That policy has remained unchanged since March of 2012, and is attached to this agenda item for your review.

The initial recommendation was based upon the Government Finance Officers Association's (GFOA's) guidance that best practices suggested a minimum target of "no less than 5 to 15 percent", adding in a footnote that, "In practice, levels of fund balance...typically are less for larger governments than for smaller governments because of the magnitude of the amounts involved and because of the diversifications of their revenues and expenditures often results in lower degrees of volatility." Unfortunately, this guidance was misinterpreted by many to mean that the 5 to 15 percent were the upper and lower targets, rather than a range for the lower target. Similarly, GFOA intended that the "larger government" exception apply to just a very few large governments rather than encompassing anything "larger" than a small government. GFOA has since revised their best practice to the following:

"GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balances in their general fund of no less than two months of regular operating revenues or regular general fund operating expenditures."

Two months of "regular operating revenues" is difficult to determine, as expenditures change from month to month. An analysis of monthly expenditures in the SB 270 budget from July 2011 through March 2017 revealed a range of 4.02% to 14.58% of monthly expenditures to yearly budget. Is it sufficient to reserve two months of the lowest (8.04%)? Two months of the highest (29.16%)? A straight-line average of two months (16.67%)? The lowest plus the highest (18.6%)? An average of all of those (18.12%)?

Ultimately, a reserve amount should be determined by determining the amount of money required to respond to the following scenarios:

- Unexpected litigation
- Unexpected shortfall in revenue
- Unexpected demands on services
- Unanticipated opportunities
- Less than perfect judgement and insight
- A change in direction
- Normal day-to-day fluctuations

Several of these scenarios were on full display when LADWP refused to comply with the 2011 SCRD and chose to appeal the Order to CARB. The District had to quickly and unexpectedly shift to legal defense mode rather than implementation and enforcement. As this Board is aware, fees

quickly mount when a legal battle is fought with LADWP, and delays increase costs and deplete District resources. It is critical that a reserve of some amount be kept at the ready should an unexpected legal battle begin. As much as staff appreciates assurances from LADWP staff that we are on a steadier foundation now, history has shown that the disagreements bubble up quickly, explosively, and expensively, oftentimes over matters the District assumes are long settled. To risk lowering the reserve exposes the District to the possibility of not being able to defend against an unseen point of contention, or to confront willful noncompliance.

District staff respectfully requests that should the Governing Board wish to amend the Reserve Policy, the Governing Board consider *increasing* the maximum percentages stated in the Reserve Policy to 33.3%. This will provide a 3- or 4- month operating reserve to continue uninterrupted should LADWP choose to again challenge your Board's authority either by appealing an order or disregarding one altogether. Resolution of even the simplest, clearest legal issues can take 3 or 4 months at a minimum. It is reasonable, responsible, and prudent to have a reserve that can sustain the District's program should that occur.

The District Fund reserve minimum likewise should be increased, as the District has little to no ability to rapidly increase fees that make up the District revenues to respond quickly to any economic anomaly that may occur. Reserves in this case serve to give the District time to smooth out peaks and valleys in revenue or expenditures in order to provide consistent services to the public.

Staff requests the Board discuss and determine the appropriate level for both the SB270 and the District Reserves.

Board Action:

Staff recommends the Governing Board increase the reserve-to-budget ratio to 33.3% as detailed in the staff report and direct staff to update the District's Reserve Fund Policy to reflect this change.

Alternatives to staff recommendation.

1. Leave the policy of 20% reserve-to-budget ratio in place.
2. Increase the reserve-to-budget ratio to a different percentage and/or a different pace at the Board's discretion.
3. Reduce the reserve-to-budget ratio as requested by LADWP to some other ratio lower than the current 20%.

Attachment:

Current Reserve Fund Policy adopted March 26, 2012



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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Reserve Fund Policy

Purpose – In order to meet its health and safety, as well as its fiduciary responsibilities to the public, the District will strive to maintain sufficient financial reserves in both the regular District and SB 270 accounts to ensure it has the ability to carry out its mission to protect the people and environment of Alpine, Mono and Inyo Counties from the harmful effects of air pollution. Reserve funds shall be used to provide resources for unpredicted or unbudgeted expenditure needs.

Allocation – The District Governing Board has the sole discretion and authority to allocate reserve funds. Reserve fund commitments shall be made by at least a five-sevenths (5/7) vote of the District Governing Board.

Fund amounts – The District will strive to maintain reserve fund amounts of twenty percent (20%) of full annual operating costs.

Actions to be taken if actual reserve maximums are exceeded:

- **For the District account**, if the reserve maximums specified above are exceeded by comparing the actual reserve amount with the adopted final District budget in May/June of each year, then any automatic Consumer Price Index (CPI) increase for District permit fees will not take place for the upcoming fiscal year. This calculation will be made on an annual basis and formal action will be taken by the Governing Board to waive the automatic CPI increase. Fee decreases caused by negative CPIs will be allowed to go into effect.
- **For the SB 270 account**, if reserve maximums specified above are exceeded by comparing the actual reserve amount with the adopted final District budget in May/June of each year, then the SB 270 fee for the upcoming fiscal year will be reduced by the amount of the exceedance and that amount will be transferred from the reserve fund to the SB 270 operating budget.

The Governing Board reserves the right to modify this policy at any time.

Adopted by Governing Board March 26, 2012



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BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Ann Piersall, Deputy Air Pollution Control Officer
Tina Suarez-Murias, Air Pollution Specialist, California Air Resources Board

Subject: California Regional Haze Plan and Rule Revision Implications

Summary:

A Congressional amendment to the Clean Air Act in 1977 initiated the Regional Haze Program by declaring a national goal for “the prevention of any future, and the remedying of any existing, impairment of visibility in mandatory Class I Federal areas which impairment results from manmade air pollution”. That language has been implemented through federal regulations, which now require all states to prepare a State Implementation Plan every ten years to explain what is being done to improve visibility at selected federal parks, seashores, forests, refuges, monuments, and wilderness areas. There are 29 Class I Federal areas in California, some of which are fully or partially located within the Great Basin Air Pollution Control District boundaries.

Tina Suarez-Murias, an Air Pollution Specialist from the California Air Resources Board, will give an overview of the Regional Haze Program and an update on current activities at this board meeting. Her presentation will also cover the causes of haze, methods for tracking visibility improvement over time, issues specific to the western United States.

After several years of program review, the U.S. EPA published the Final Rule in the Federal Register on January 10, 2017. Ms. Suarez-Murias will review the rationale for the changes and will discuss progress made at Class 1 areas near District. U.S. EPA’s Fact Sheet on the rule is attached. For further information about California’s Regional Haze Plan, go to CARB’s website at <https://www.arb.ca.gov/planning/reghaze/reghaze.htm>

Attachment: EPA Final Regional Haze Rule Fact Sheet, December 14, 2016

Board Action:

None. Information only.

Protecting Visibility in National Parks and Scenic Areas

AMENDMENTS TO THE REGIONAL HAZE RULE

On December 14, 2016, the U.S. Environmental Protection Agency (EPA) finalized revisions to the Regional Haze Rule, which describes actions that states must take when submitting regional haze state implementation plans (SIPs) and progress reports. The regional haze program helps to protect clear views in national parks, such as Grand Canyon National Park, and wilderness areas, such as the Okefenokee National Wildlife Refuge. Vistas in these areas are often obscured by regional haze caused by emissions from numerous sources located over a wide geographic area. Over the past decade, the Regional Haze Rule has helped to reduce emissions of visibility-impairing pollutants by thousands of tons each year and improve visibility. Fewer emissions also mean improved public health for millions of Americans.

ACTION

- States are required to submit periodic plans demonstrating how they have and will continue to make progress towards achieving their visibility improvement goals. The first state plans were due in 2007 and covered the 2008-2018 first planning period. This revised rule addresses requirements for the second planning period.
- EPA is finalizing revisions to various requirements of the Regional Haze Rule that will streamline, strengthen, and clarify aspects of the agency's regional haze program including:
 - Strengthening the federal land manager (FLM) consultation requirements to ensure that any issues that arise are raised early on in the planning process, even before SIPs or progress reports are submitted.
 - Updating the SIP submittal deadlines for the second planning period from July 31, 2018 to July 31, 2021 to ensure that they align with the steps states are already taking to address other Clean Air Act actions.
 - The end date for the second planning period remains 2028. That is, the focus of state planning will be emission reduction measures that should be underway by 2028, as was required by the pre-existing rule.
 - This extension will allow states to consider planning for other federal programs including the Mercury and Air Toxics Standards, the 2010 1-hour SO₂ National Ambient Air Quality Standards (NAAQS), and the 2012 annual fine particle (PM_{2.5}) NAAQS while conducting their regional haze planning.
 - Adjusting interim progress report submission deadlines so that second and subsequent progress reports will be due by January 31, 2025, July 31, 2033, and every 10 years thereafter. This means that one progress report will be required mid-way through each planning period.
 - Removing the requirement for progress reports to take the form of SIP revisions. States will be required to consult with Federal Land Managers and obtain public comment on

their progress reports before submission to the EPA.

- These progress reports will be reviewed by the EPA, but the EPA will not formally approve or disapprove them.
- Additionally, EPA is finalizing clarifications to reflect the Agency's long-standing interpretations of the 1999 Regional Haze Rule, including:
 - Requirements that reasonable progress goals be set based on the long-term strategy.
 - Obligations of states with mandatory Class I areas and other states contributing to impairment at those areas.
 - Obligations on states setting reasonable progress goals that provide for a slower rate of progress than that needed to attain natural conditions by 2064.
- EPA consulted widely with, and considered many comments from, states, tribes, federal land managers, and other stakeholders in developing this final rule, which responds to many issues that have arisen throughout the first planning period. In addition, public hearings were held on May 19, 2016 in Washington, DC and on June 1, 2016 in Denver, Colorado.
- Together, these updates will ensure that haze-forming pollution continues to be reduced, while providing states and industry the time, tools, and flexibility they need to meet Clean Air Act requirements.

BACKGROUND

- Regional haze reduces visibility and is caused by the emission of air pollutants, primarily particle pollution, from numerous sources located over a wide geographic area. Fine particle pollution can also cause serious health problems including premature death.
- The Clean Air Act established a national visibility goal to prevent any future, and remedy any existing, visibility impairment in national parks and wilderness areas. "Impairment" specifically refers to human caused air pollution.
 - In 1980, the EPA finalized regulations to address Reasonably Attributable Visibility Impairment (RAVI). For the most part the regional haze program addresses the effects that a large and geographically dispersed set of sources has on visibility in downwind areas, where no single source can be identified as predominately responsible. Sometimes, however, visibility impairment can be attributed to a single source or small groups of sources, and this is what RAVI is designed to address.
 - In 1999, the EPA promulgated the Regional Haze Rule to address regional haze. The Regional Haze Rule calls for states to establish goals and emission reduction strategies for improving visibility in Federal Class I areas.
- Based on visibility data through 2014, considerable visibility improvements have been made in affected areas in the eastern United States and some western areas on the 20 percent haziest days – see Figures 1 and 2.

- The National Park Service estimates that emissions controls established under the first planning period led to approximately 500,000 tons/year of sulfur dioxide (SO₂) and 300,000 tons/year of oxides of nitrogen (NO_x) reductions.
- The improvements in visibility are a result of state and federal efforts to reduce particle pollution and the precursor pollutants that contribute to it, including the Regional Haze Rule.
- Eastern Class I areas have seen dramatic visibility improvements since 2000 due to emissions reductions required by the regional haze program and by other programs such as the Acid Rain Program and the Cross-state Air Pollution Rule. Visibility in western Class I areas is occasionally impacted by wildfires and dust storms which can mask visibility improvements due to anthropogenic emissions reductions.
- The EPA intends to provide additional guidance for states to use in developing their second planning period SIPs.

Figure 1. Average visibility conditions over the 2000-2004 baseline period on the 20% worst visibility days.

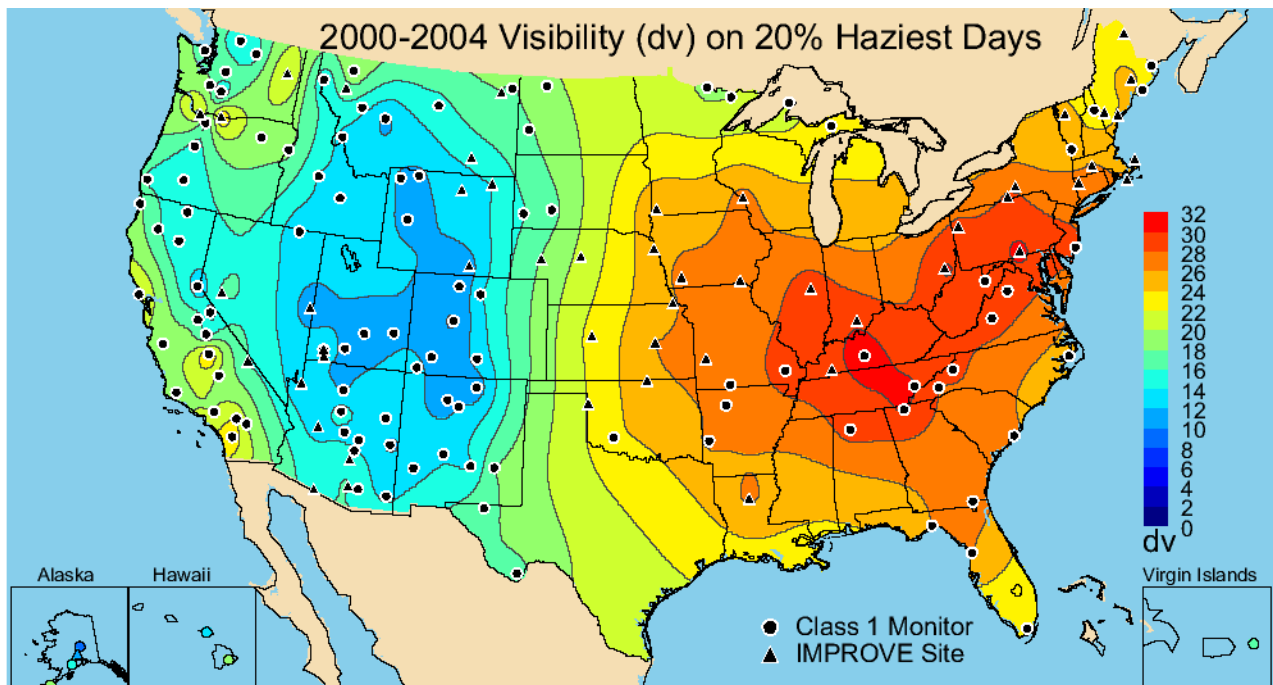
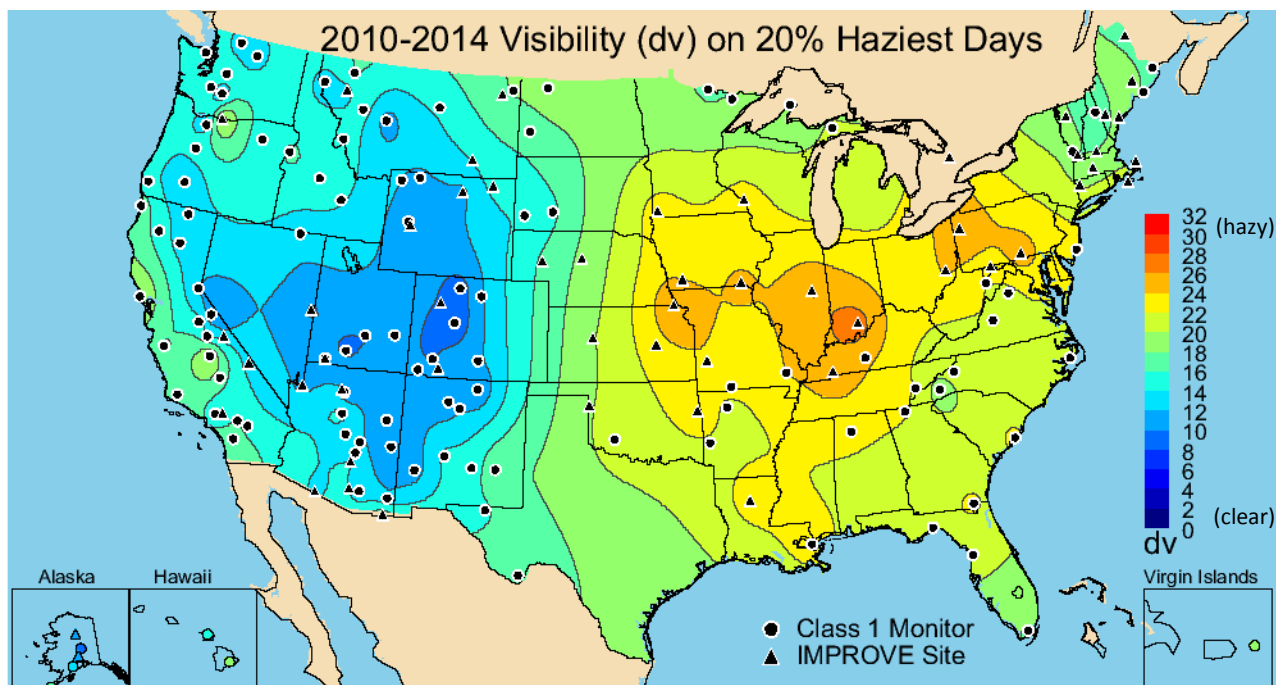


Figure 2. Average visibility conditions over the 2010-2014 period on the 20% worst visibility days.



FOR MORE INFORMATION

- To download a copy of the final rule from the EPA website, go to “Recent Actions” at the following address: <https://www.epa.gov/visibility/visibility-regulatory-actions>.
- For more information on the progress of the regional haze program, explore the [Regional Haze Story Map](http://arcg.is/29tAbS3): <http://arcg.is/29tAbS3>.
- This final rule and other background information are also available either electronically at <http://www.regulations.gov>, the EPA’s electronic public docket and comment system, or in hardcopy at the EPA Docket Center’s Public Reading Room.
 - The Public Reading Room is located in the EPA Headquarters, Room Number 3334 in the EPA William Jefferson Clinton West Building, located at 1301 Constitution Ave., NW, Washington, D.C. Hours of operation are 8:30 a.m. to 4:30 p.m. eastern standard time, Monday through Friday, excluding federal holidays.
 - Visitors are required to show photographic identification, pass through a metal detector and sign the EPA visitor log. All visitor materials will be processed through an X-ray machine as well. Visitors will be provided a badge that must be visible at all times.
 - Materials for this action can be accessed using Docket ID EPA-HQ-OAR-2015-0531.
- For further information about the final rule, contact Chris Werner of the EPA’s Office of Air Quality Planning and Standards at (919) 541-5133 or werner.christopher@epa.gov.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

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BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Air Quality Implications of the Sustainable Groundwater Management Act (SGMA) and Groundwater Sustainable Agency (GSA) Formation

Summary:

Owens Valley water resources and Great Basin Unified Air Pollution Control District (District) air quality have a complicated history and well established relationship. Water diversion, extraction and conveyance have long been connected to various air quality issues for over a century. This connectivity of water and air continues today and will remain in the future. Recent development of the Department of Water Resources' (DWR) Strategic Plan for its Sustainable Groundwater Management (SGM) Program implementation of new and expanded responsibilities identified in the 2014 Sustainable Groundwater Management Act (SGMA) is testament to these facts. The goal of SGMA is to achieve sustainable groundwater management in California. Conceptually simple, SGMA is respectfully designed to prevent undesirable groundwater depletion. However, potential spinoff effects resulting from SGMA implementation are yet to be realized.

Background:

New responsibilities identified in SGMA include: (1) developing regulations to revise groundwater basin boundaries; (2) adopting regulations for evaluating and implementing Groundwater Sustainability Plans (GSPs) and coordination agreements; (3) identifying basins subject to critical conditions of overdraft; (4) identifying water available for groundwater replenishment; and (5) publishing best management practices for the sustainable management of groundwater.

Discussion:

For compliance with SGMA, various groundwater basins within the District must form a Groundwater Sustainability Agency (GSA) by June 30, 2017 or the State will assume responsibility for managing the basins whereby fees may be imposed on groundwater users. Boundaries of groundwater basins that require GSA formation within the District that fall under the auspices of SGMA are shown in the attached map. The three groundwater basins within the District boundaries are the Tri-Valley Groundwater Basin, the Owens Valley Groundwater Basin,

Air Quality Implications of the Sustainable Groundwater Management Act (SGMA)
and Groundwater Sustainable Agency (GSA) Formation (No Action)

May 11, 2017 – Agenda Item No. 8 – Page 1

and a portion of the Indian Wells Groundwater Basin. Local agencies forming GSAs include the Indian Wells Valley Groundwater Authority (IWVGA), Tri-Valley Groundwater Management District (TVGMD), Inyo County, and most recently, Mono County whereby the Mono County Board of Supervisors adopted a resolution on Tuesday, April 11, 2017 to serve as the Groundwater Sustainability Agency for portions of the Owens Valley Groundwater Basin within Mono County that are not within the boundaries of the Tri-Valley Groundwater Management District.

Air quality implications of SGMA implementation and GSA formation exist. Without GSA formation, State intervention may occur with subsequent fees imposed on groundwater users. This has the potential to result in loss of local groundwater resource control that currently exist and have consequences for land management practices to the detriment of air quality. Any landscape alterations and changes of property use have potential to negatively impact air quality. Barren landscapes, abandoned agricultural plots, and any other dry, sparsely vegetated area with exposed soils vulnerable to windblown erosion will become sources of particulate matter, a criteria pollutant, subject to regulation by the District. Various enforcement mechanisms are available to the District that require particulate pollution control mitigation for fugitive dust sources. These mechanisms include CA Health and Safety Code (CH&SC) 42316, and District Prohibitory Rules 400 – Ringelmann Chart, 401 – Fugitive Dust, and 402 – Nuisance. Generally the property owner is liable for emissions control and subject to District Notices of Violation. In certain circumstances another entity may be responsible for pollution control other than the property owner as is the case at Owens Lake where the California State Lands Commission is the property owner of the lake and the Los Angeles Department of Water and Power is the liable entity to control the particulate emissions.

Board Action:

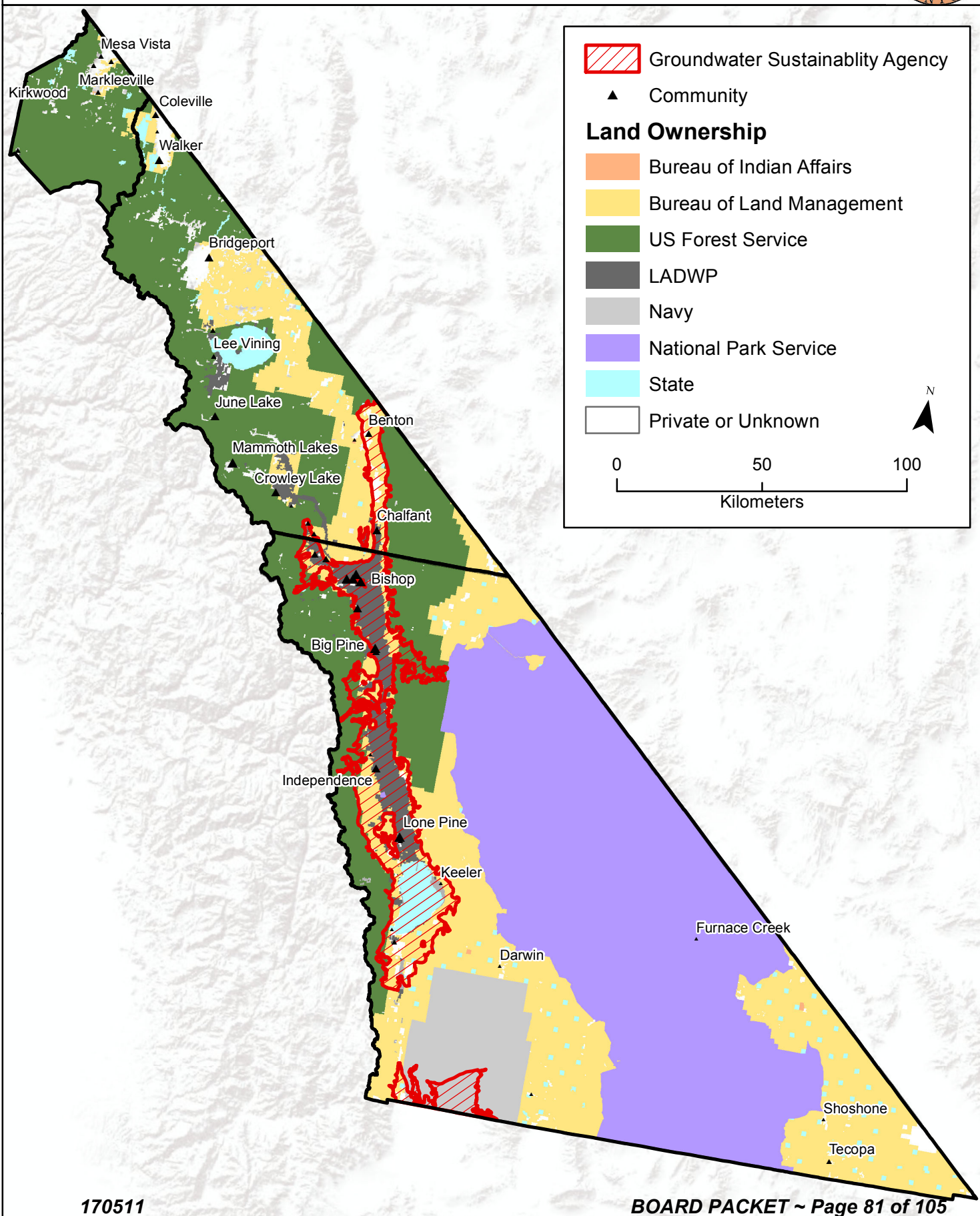
None. For discussion only.

Attachment:

Map - Groundwater Sustainability Agency boundaries and Land Ownership within the Great Basin Unified Air Pollution Control District



Groundwater Sustainability Agency





GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
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BOARD REPORT

Mtg. Date: May 11, 2017

To: Governing Board

From: Tori DeHaven, Clerk of the Board

Subject: Travel Report

Summary:

Jon Becknell Jan Sudomier	March 27 – 28	VEE* Recertification	Monterey, CA
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Ann Piersall Chris Howard Kim Mitchell	April 30 – May 6	Aermod/Calpuff Training	Las Vegas, NV
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Board Action:

None. Information only.

**VEE – Visible Emissions Evaluation*



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

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BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Tori DeHaven, Permit Coordinator/Board Clerk

Subject: Permit Enforcement Activity Report

The permit database is maintained by the Permit Coordinator. Information collected from the Air Quality Specialists, Air Pollution Control Officer and Deputy Air Pollution Control Officer is entered upon receipt. The data and reports are discussed regularly in permit enforcement meetings. Data collected as of March 31, 2017, is as follows:

3rd Qtr. Permit Activity: January 1, 2016 – March 31, 2016

Permit Applications Received	2
Authority to Construct Issued	3
Temporary/Permits to Operate Issued	11
Permit Inspections	9
Notices of Violation Issued	2

3rd Qtr. Permit Activity: January 1, 2017 – March 31, 2017

Permit Applications Received	1
Authority to Construct Issued	3
Temporary/Permits to Operate Issued	149
Permit Inspections	6
Notices of Violation Issued	0

Open Notices of Violation

Inyo County	Mono County	Alpine County
2	0	0

Board Action:

None. Information only.



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BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Patricia Gilpin, Fiscal Services Technician

Subject: 3rd Quarter Financial Reports

Financial summaries for the 3rd quarter of the 2016-17 fiscal year are attached. The District operates two main budgets, the "District" and the "SB 270." The District Budget's income and expenses are traditional air pollution control activities within the tri-county boundaries, with exception of any air pollution control income and expenses related to the City of Los Angeles' water-diversion activities. The SB 270 Budget's income and expenses are related to the City of Los Angeles activities at Owens Lake and Mono Lake. Funds for both budgets are held in the Inyo County Treasury.

The District also has three sub-budgets: The Owens Lake Trust Fund, the Clean Air Projects Program, and the Keeler Dunes Dust Control Project. Reports on these budgets are also included in this summary. Funds for the Owens Lake Trust Fund, Clean Air Projects Program, and the Keeler Dunes Dust Control Project are also held in the Inyo County Treasury.

Fiscal Impact:

None

Board Action:

None. Information only.

Attachments:

3rd Quarter Financial Reports

Informational Items (No Action) – 3rd Quarter Financial Reports Fiscal Year 2016 - 2017
May 11, 2017 – Agenda Item No. 9c

Great Basin Unified Air Pollution Control District
District Budget FY 2016-2017
For the 3rd Quarter (Ending March 31, 2017)

EXPENSES	3rd Quarter	Budget	% of Budget
I Employee Costs			
A Employee Wages	223,387.67	330,000.00	67.69%
B Retirement	44,883.03	60,000.00	74.81%
C Insurance Benefits	46,548.89	62,000.00	75.08%
D Taxes	41,205.11	60,000.00	68.68%
E Retiree Medical Insurance Unfunded Liability	-	-	-
F Worker's Compensation Insurance	2,983.12	3,000.00	99.44%
G Retirement: GASB68 Trust-Prefunding of Unfunded Liability	55,674.00	55,700.00	99.95%
Employee Costs	414,681.82	570,700.00	72.66%
II Operating & Compliance Costs			
A Advertising - Legal Notices & Ads	1,252.61	4,000.00	31.32%
B Dues, Subscriptions Education, Use Tax, Fees, AB2588	2,797.75	10,000.00	27.98%
C Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	4,385.79	9,500.00	46.17%
D Fuel and Gasoline	1,353.57	4,300.00	31.48%
E Health & Safety	24.85	1,000.00	2.49%
F Insurance - Liability, Fire & Casualty	7,116.53	10,000.00	71.17%
G Leases & Rents: Equipment, Office, Site, Storage	16,771.41	25,400.00	66.03%
H Maintenance & Repairs of Equipment - Labor	4,579.66	9,500.00	48.21%
I Maintenance & Repairs of Equipment - Materials	2,305.26	8,000.00	28.82%
J Postage and Shipping	137.67	1,000.00	13.77%
K Professional & Special Services	4,974.30	13,000.00	38.26%
L Supplies & Tools (In-Field, Office, General Use)	2,293.49	6,000.00	38.22%
M Transportation & Travel	2,096.39	5,500.00	38.12%
N Utilities	4,571.83	8,500.00	53.79%
O Public Assistance/Grant Programs	-	6,000.00	0.00%
Operating & Compliance Costs	54,661.11	121,700.00	44.91%
III Materials & Equipment			
A Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	2,381.70	-	0.00%
B Capital Expenditure Fund: Vehicles & Equipment	-	12,000.00	0.00%
Materials and Equipment Costs	2,381.70	12,000.00	19.85%
TOTAL EXPENSES (Parts I, II, III)	471,724.63	704,400.00	66.97%
IV Grant Expenses			
A EPA PM 2.5 Grant Funds	-	23,245.00	0.00%
B EPA 105 Grant Funds	11,036.23	71,746.00	15.38%
C EPA NCORE Funds	-	-	-
Grants	11,036.23	94,991.00	11.62%
Total Expenses	\$ 482,760.86	\$ 799,391.00	60.39%

Great Basin Unified Air Pollution Control District
District Budget FY 2016-2017
For the 3rd Quarter (Ending March 31, 2017)

REVENUE		3rd Quarter	Budget	% of Budget
I	Fees, Permits & Penalties			
A	AB 2588 - Toxic Hot Spots	9,850.00	1,500.00	656.67%
B	Conservation Mgmt. Plan/Prescribed Burn Plan	6,951.00	7,000.00	99.30%
C	Geothermal	300,648.00	309,000.00	97.30%
D	Hearing Board	173.00	500.00	34.60%
E	Initial Permit Fees (FF, ATC, Mods)	41,907.00	30,000.00	139.69%
D	Penalties & Late Fees	8,896.50	60,000.00	14.83%
G	Sources (Asbestos, Diesel, Fuel, Electric, PERP)	84,335.87	110,000.00	76.67%
H	Service Station Vapor Recovery	10,168.00	15,000.00	67.79%
	Fees, Permits & Penalties	462,929.37	533,000.00	86.85%
II	Other Revenue			
A	Air Monitoring Audits	-	-	-
B	Interest	3,770.01	2,000.00	188.50%
C	Per Capita Fee	-	-	-
D	Sales, Services, Fees, Rebates & Refunds	766.03	4,000.00	19.15%
E	State Subvention (3 counties)	138,992.65	138,000.00	100.72%
F	Town of Mammoth Lakes (Air Monitoring)	25,000.00	15,000.00	166.67%
	Other Revenue	168,528.69	159,000.00	105.99%
	Total Permits, Fees & Other Revenue	631,458.06	692,000.00	91.25%
III	Grant Funds (Restricted)			
A	EPA PM2.5 Grant	23,245.00	23,245.00	100.00%
B	EPA 105 Grant	71,889.00	71,746.00	100.20%
C	EPA Ncore Grant	-	-	-
	Total Grants	95,134.00	94,991.00	100.15%
	TOTAL REVENUE (w/ Grants)	\$ 726,592.06	\$ 786,991.00	92.33%

Reconcile to Inyo County Treasury as of 3/31/2017

District General Fund Reserves	\$ 832,274.18
Capital Asset Accrual Reserves	\$ 89,343.83
Spendable/Available Cash	\$ 244,509.60
CEQA Lead Agency Litigation Funds ⁽¹⁾	\$ 31,239.42
103 Grant Funds (PM2.5)	\$ 44,648.70
105 Grant Funds	\$ 97,818.93
	\$ 1,339,834.66

Balance: IC Auditor's Report as of 3/31/2017 **\$ 1,339,834.66**

Checking account balance as of 3/31/2017=\$20,833.97

¹ ORMAT Litigation Funds

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2016-2017
For the 3rd Quarter (Ending March 31, 2017)

EXPENSES		3rd Quarter	Budget	Adjusted Budget	% of Budget
I	Employee Costs				
A	Employee Wages	1,102,784.02	1,678,000.00	1,678,000.00	65.72%
B	Retirement	317,005.24	378,000.00	378,000.00	83.86%
C	Insurance Benefits	313,568.52	394,000.00	394,000.00	79.59%
D	Taxes	201,645.35	287,000.00	287,000.00	70.26%
E	Retiree Medical Insurance Unfunded Liability	-	-	-	-
F	Worker's Compensation Insurance	16,904.33	17,000.00	17,000.00	99.44%
	Employee Costs	1,951,907.46	2,754,000.00	2,754,000.00	70.88%
II	Operating & Compliance				
A	Advertising - Legal Notices & Ads	2,175.63	5,000.00	5,000.00	43.51%
B	Dues, Subscriptions, Education, Use Tax & Fees	25,461.19	26,000.00	26,000.00	97.93%
C	Equipment: Computer, Furniture, General, Office, Safety, Scientific, Software (<\$5,000 ea.)	64,306.35	95,500.00	95,500.00	67.34%
D	Fuel and Gasoline	15,892.95	31,000.00	31,000.00	51.27%
E	Health & Safety	392.15	4,000.00	4,000.00	9.80%
F	Insurance - Liability, Fire & Casualty	42,034.80	46,000.00	46,000.00	91.38%
G	Leases & Rents: Equipment, Office, Site, Storage	83,222.84	111,000.00	111,000.00	74.98%
H	Maintenance & Repairs of Equipment - Labor	25,077.71	35,000.00	35,000.00	71.65%
I	Maintenance & Repairs of Equipment - Materials	92,161.22	135,000.00	135,000.00	68.27%
J	Postage and Shipping	1,404.63	4,000.00	4,000.00	35.12%
K	Professional & Special Services	310,557.89	700,500.00	700,500.00	44.33%
L	Supplies and Tools (In-field, Office, General Use)	16,187.44	30,000.00	30,000.00	53.96%
M	Transportation & Travel	22,022.71	18,000.00	18,000.00	122.35%
N	Utilities	44,062.62	61,000.00	61,000.00	72.23%
O	Project Demonstration: Control Measure Testing	92,992.11	100,000.00	314,000.00	29.62%
	Operating & Compliance Costs	837,952.24	1,402,000.00	1,616,000.00	51.85%
III	Materials & Equipment				
A	Equipment: Computer, Furniture, General, Office, Scientific, Software (>\$5,000 ea.)	93,149.22	115,000.00	115,000.00	81.00%
B	Vehicles & ATVs	35,117.39	35,000.00	35,000.00	100.34%
	Materials & Equipment Costs	128,266.61	150,000.00	150,000.00	85.51%
	Expenses Total (Parts I, II, III)	\$ 2,918,126.31	\$ 4,306,000.00	\$ 4,520,000.00	64.56%
IV	A Special Legal Fee	\$ 68,137.75	\$ 400,000.00	\$ 400,000.00	17.03%
V	A Owens Lake Scientific Advisory Panel	\$ -	\$ -	\$ 750,000.00	0.00%
		\$ 68,137.75	\$ 400,000.00	\$ 1,150,000.00	5.93%
	Expenses Total (Parts I - V)	\$ 2,986,264.06	\$ 4,706,000.00	\$ 5,670,000.00	52.67%

Great Basin Unified Air Pollution Control District
SB 270 Budget FY 2016-2017
For the 3rd Quarter (Ending March 31, 2017)

REVENUE		3rd Quarter	Budget	Adjusted Budget	% of Budget
I	Fees, Permits & Penalties	\$ 4,306,000.00	\$ 4,306,000.00	\$ 4,306,000.00	100.00%
	Legal Fee Assessment	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	100.00%
	Fees, Permits & Penalties	\$ 4,706,000.00	\$ 4,706,000.00	\$ 4,706,000.00	100.00%
II	Other Revenue				
	FY15-16 Carry-overs	214,000.00	-	214,000.00	100.00%
	Carry-over: Owens Lake Scientific Advisory Panel	750,000.00	-	750,000.00	100.00%
	From Asset Reserve: BO#160516-05e/2Data Loggers	41,990.00	-	-	-
	Interest	21,827.45	-	-	-
	Sale of Assets	12,045.01	-	-	-
	Sales, Services, Rebates, Refunds	9,383.88	-	-	-
		1,049,246.34	-	964,000.00	108.84%
	TOTAL REVENUE	\$ 5,755,246.34	\$ 4,706,000.00	\$ 5,670,000.00	101.50%

Reconcile to Inyo County Treasury as of 3/31/2017

SB 270 General Fund Reserves	\$ 1,171,481.51
Capital Asset Accrual Reserves	\$ 230,856.59
Spendable/Available Cash	\$ 2,713,597.94
	<u>\$ 4,115,936.04</u>

Balance: IC Auditor's Report as of 3/31/2017 **\$ 4,115,936.04**

Checking account balance as of 3/31/2017=\$130,374.70

Great Basin Unified Air Pollution Control District
Owens Lake Trust Fund FY 2016-2017
For the 3rd Quarter (Ending March 31, 2017)

Beginning Cash Balance 7/1/2016	1,048,959.12
June 30, 2016 Interest-earned Inyo County	2,093.24
FY 2016-2017 Interest-earned Inyo County	3,816.46
	<u>1,054,868.82</u>

Expenses

Professional Services	-
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<i>Cash in checking</i>	<u>3.90</u>
	3.90

Reconcile to Inyo County Treasury as of 3/31/2017	<u>\$ 1,054,868.82</u>
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Balance: IC Auditor's Report as of 3/31/2017	<u>\$ 1,054,868.82</u>
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Great Basin Unified Air Pollution Control District
Clean Air Projects Program FY 2016-2017
For the 3rd Quarter (Ending March 31, 2017)

Beginning Cash Balance 7/1/2016	763,812.90
June 30, 2016 Interest-earned Inyo County	1,524.22
FY 2016-2017 Interest-earned Inyo County	<u>3,961.59</u>
	769,298.71

Expenses

Projects	-
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<i>Cash in Checking</i>	<u>30.31</u>
	30.31

Reconcile to Inyo County Treasury as of 3/31/2017	<u><u>\$ 769,298.71</u></u>
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Balance: IC Auditor's Report as of 3/31/2017	<u><u>\$ 769,298.71</u></u>
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Great Basin Unified Air Pollution Control District
Keeler Dunes Dust Control Projects FY 2016-2017
For the 3rd Quarter (Ending March 31, 2017)

Beginning Cash Balance 7/1/2016	2,524,038.99
June 30, 2016 Interest-earned Inyo County	5,381.58
1st Installment payment - Jimmy Myers	10,000.00
Checking account balance at year-end	12,286.41
NOV461 funds from Dist/CAPP, BO#161110-05	1,199,707.00
FY 2016-2017 Interest-earned Inyo County	8,934.60
	<u>3,760,348.58</u>

Expenses

Paid year-end invoices (FY15-16 accruals)	92,232.51
Employee Costs	42,323.97
General Expenses	12,961.31
Projects	1,047,384.32
Administration	77,261.33
	<u>1,272,163.44</u>

<i>Cash in Checking</i>	21,446.94
	<u>1,293,610.38</u>

Reconcile to Inyo County Treasury as of 3/31/2017	<u><u>\$ 2,466,738.20</u></u>
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Balance: IC Auditor's Report as of 3/31/2017	<u><u>\$ 2,466,738.20</u></u>
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GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

www.gbuapcd.org

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Grace A. McCarley Holder, Senior Scientist

Subject: Contract Amendment with Desert Research Institute (DRI) (No Action)

In March 2017, the Air Pollution Control Officer approved contract amendment number one with the Desert Research Institute (DRI) for work in the 2016-2017 fiscal year. The contract amendment added \$17,500 to Task 1 (Remote Sensing Services) for a new task total of \$167,500.

The increase in the remote sensing task was needed to purchase high resolution Shortwave InfraRed (SWIR) imagery of Owens Lake. Analysis of the SWIR imagery data is used for determining the percentage of the lake bed surface within a dust control area (DCA) that is covered with standing water or saturated soil (wetness cover) to determine compliance with performance criteria for the Shallow Flooding dust control measure. Due to the immediate need for the wetness cover analysis of the lake bed (see below), and the need for technical assistance in the acquisition and analysis of the data, District staff asked Dr. Ken McGwire, Associate Research Professor Geography and remote sensing specialist, at DRI to conduct the work.

Typically, the SWIR data used for a wetness cover evaluation is acquired through Landsat imagery publicly available through the United States Geological Society (USGS). Images of Owens Lake from either the Landsat 7 or Landsat 8 satellites are available on a rotating 8-day schedule. Generally, this schedule works well for determining Shallow Flooding wetness cover compliance on the lake bed since there are 3-4 overflights per month and in a typical month the conditions are suitable on all of most of the overpasses. However, from November 29, 2016 to March 5, 2017, ten of the thirteen Landsat overpasses were affected by clouds such that analysis of the SWIR data from Landsat imagery was not possible.

Breakdowns were reported by the Los Angeles Department of Water and Power (LADWP) on January 6, 2017 and January 28, 2017 at the T29/T30 and T36/T37 turnouts, respectively. Due to the length of time needed to conduct the repairs, the LADWP submitted a petition to the District Hearing Board for a variance to provide relief from having to meet requirements for Shallow Flooding in the affected DCAs. To evaluate if a variance was needed, the District needed to be able to evaluate the wetness cover of the affected DCAs.

Since data from Landsat imagery was unavailable, two alternative methods were tested and used to make this wetness cover evaluation: 1) air photos combined with a field check of on-the-ground wetness conditions, and 2) use of airborne SWIR data acquisition.

1. On February 28, 2017, aerial photos of the T28 and T29-1 areas were taken from a fixed-wing aircraft using a standard digital single lens reflex camera. On the same day, District staff equipped with GPS devices performed toe-tap wetness testing in portions of T28 and T29-1, delineating lines of transition between passing (wet) and failing (dry). The toe-tap test involves tapping the soil surface with your foot several times and looking to see if a sheen of water appears on the surface. If it does the soil is classified as wet, if no water sheen appears the soil is classified as dry. The aerial photos were mosaicked and geo-rectified, then overlaid with the ground-truth GPS data to determine the wetness cover of the areas.
2. On March 9, 2017, DRI arranged with SpecTIR LLC of Reno, Nevada to acquire hyperspectral imagery of Shallow Flood control areas of Owens Lake. Flying at approximately 17,000 feet, SpecTIR collected twenty north/south flight lines with the ProspecTIR VS1 sensor that measures 357 contiguous, narrow spectral bands ranging from 0.396 – 2.454 microns at a spatial resolution of 4 meters. All twenty flight lines were composited together using the minimum value of overlapping areas to create one image for analysis. DRI then analyzed the SWIR data from the SpecTIR flight using the same methodology as that for Landsat imagery.

From these analyses, it was determined that the DCAs affected by the two breakdowns were compliant with the Shallow Flooding wetness cover requirements as specified in the 2016 State Implementation Plan, District Board Order #160413-01, and Rule 433 – Control of Particulate Emissions.

This exercise was valuable to the District as it demonstrated that it does not have to rely on the schedule of satellite overpasses to determine compliance with wetness cover requirements on the lakebed. Although it is expensive, the benefit of using airborne SWIR, as acquired and analyzed by DRI through SpecTIR, is that it uses the same methodology as that developed for Landsat imagery and can cover the entire lakebed in one flight. The air photo-field checking method is less expensive but requires substantial staff time on the ground during the overpass, can only effectively cover small portions of the lake bed at one time, and is more subjective as it is based on field judgement of the surface conditions.

The SB270 budget for 2016-2017 contained \$40,000 in professional services for purchase and analysis of imagery of Owens Lake. A portion of these funds (\$17,500) was used to provide funding for contract amendment number one with DRI for the work described, above.

Fiscal Impact:

The \$17,500 added to the DRI contract through amendment number one was included in the 2016-2017 SB270 budget under professional services for the purchase and analysis of imagery of Owens Lake. By execution of contract amendment number one, these funds were allocated to the DRI contract.

Board Action:

None. Information only.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

Date Prepared: April 27, 2017

To: District Governing Board

From: Chris Howard, Senior Research and Systems Analyst

Subject: 2016-2017 Mammoth Lakes PM10 and Meteorological Summary

Summary:

The District has monitored air quality in the Town of Mammoth Lakes since 1984. The attached report summarizes air quality measurements recorded by the District between March 16, 2016 and March 15, 2017.

The Town did not experience any federal PM10 standard exceedances during this period (150 $\mu\text{g}/\text{m}^3$ for a 24-hour average). The state PM10 standard was exceeded on nineteen (19) days (50 $\mu\text{g}/\text{m}^3$ for a 24-hour average). The notable wildfire smoke impact was the Owens River Fire on 9/18/2016, when PM10 levels averaged 124 $\mu\text{g}/\text{m}^3$. The report contains a graph (Figure 3) which shows the daily average PM10 levels throughout the summer, with the Owens River Fire state exceedance highlighted. The other eighteen (18) state exceedances were during the winter months, as listed in Table 1 and graphed in Figure 4.

The report contains a graph (Figure 5) showing the frequency and magnitude of wildfire smoke impacts on the Town from 1992 to 2016. Though the past four summers have been impacted by wildfire smoke, on average, the Town has experienced more smoke-free summers than smoky.

An archive of Town of Mammoth Lakes air quality reports can be found on the Town website at: <http://ca-mammothlakes.civicplus.com/index.aspx?nid=414>

Real-time PM and Meteorological conditions can always be found on the District website at: <http://www.gbuapcd.org/data/>

Board Action:

None. Information only.

Attachment:

2016-2017 Mammoth Lakes PM10 and Meteorological Summary



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537
760-872-8211 Fax: 760-872-6109

April 27, 2017

Nolan Bobroff
Assistant Planner
Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546

RE: 2016-2017 Mammoth Lakes PM10 and Meteorological Summary

Dear Mr. Bobroff:

The Great Basin Unified Air Pollution Control District (GBUAPCD) has monitored air quality in the Town of Mammoth Lakes (Town) since 1984. We recently finalized the data completing the 2016-2017 air monitoring year ending March 15, 2017. We are pleased to provide you this summary of air quality measurements recorded by GBUAPCD between March 16, 2016 and March 15, 2017.

During this period, the federal PM10 standard ($150 \mu\text{g}/\text{m}^3$ for a 24-hour average) was never exceeded. State PM10 standards ($50 \mu\text{g}/\text{m}^3$ for a 24-hour average) were exceeded on nineteen (19) days. One (1) of these State exceedances was due to wildfire smoke impacts from the Owens River Fire on September 18, 2016. There were eighteen (18) exceedances of the State standard during the winter months. Exceedance days and PM10 levels are listed in the Table 1 for the 2016-2017 air monitoring year. An exceedance summary comparing the 2016-2017 monitoring year with the past seven (7) years is shown in Table 2.

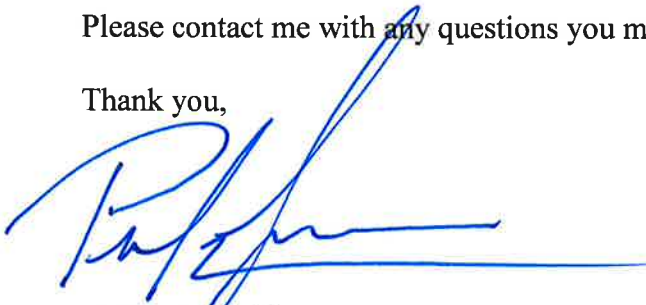
Elevated PM10 levels from wildfire smoke during the summer months of 2016 were the cause of one State exceedance during this monitoring year. The Owens River Fire started September 17, 2016, north of the Owens River Road near Clark Canyon, east of Highway 395, approximately seven miles northeast of the Town of Mammoth Lakes. The fire burned 5,443 acres (see map on Figure 1) of sagebrush and Jeffrey pine, resulting in a dense smoke plume visible at great distance (See photo on Figure 2). Though prevailing winds were from the west, wind speed was reduced to near zero the evening of 9/17/2016 and by the morning hours of 9/18/2016, smoke from the fire settled in the Town, resulting in three significant hourly PM10 spikes above $300 \mu\text{g}/\text{m}^3$ between 04:00 and 06:00.

Figure 3 shows the daily average PM10 values between July and September 2016, highlighting the day impacted by the Owens River Fire. Figure 4 shows the daily average PM10 values for the entire monitoring year, superimposed on the prior three monitoring years for comparative purposes.

Figure 5 shows that historically, large-scale wildfires in the Mammoth Lakes area have been relatively infrequent events, though the past four summers have been impacted by wildfire smoke. The figure shows the daily average PM10 during July-September for years since 1992. Prior to the Owens River Fire in 2016, the Town was impacted by significant smoke from the Rough Fire in 2015, the French and King Fires in 2014, and the Aspen and Rim Fires in 2013. The figure indicates wildfire smoke has impacted the Town in ten (10) summers since 1992 and each of the past four (4) summers.

Please contact me with any questions you may have.

Thank you,

A handwritten signature in blue ink, appearing to read 'P. Kiddoo', with a long horizontal line extending to the right.

Phillip L. Kiddoo
Air Pollution Control Officer

Table 1. Town of Mammoth Lakes State PM10 exceedances: March 16, 2016 - March 15, 2017.

Date	PM10 Average ($\mu\text{g}/\text{m}^3$)
**9/18/2016	124
12/21/2016	54
12/26/2016	54
12/28/2016	62
12/29/2016	70
1/16/2017	59
1/17/2017	62
1/27/2017	70
1/28/2017	72
1/29/2017	71
1/30/2017	80
2/13/2017	67
2/14/2017	72
2/15/2017	78
3/1/2017	68
3/2/2017	80
3/3/2017	62
3/9/2017	56
3/11/2017	65
**Denotes wildfire smoke.	

Table 2. Comparison of Federal and State PM10 exceedances with the prior seven monitoring years.

Air Monitoring Year	Federal PM10 Exceedances (>150 $\mu\text{g}/\text{m}^3$)	State PM10 Exceedances (>50 $\mu\text{g}/\text{m}^3$)
09-10	0	25
10-11	0	33
11-12	0	5
12-13	0	19
13-14	2	15
14-15	0	3
15-16	0	19
16-17	0	19



Owens River Fire Inyo National Forest

Public Information Map
September 24, 2016

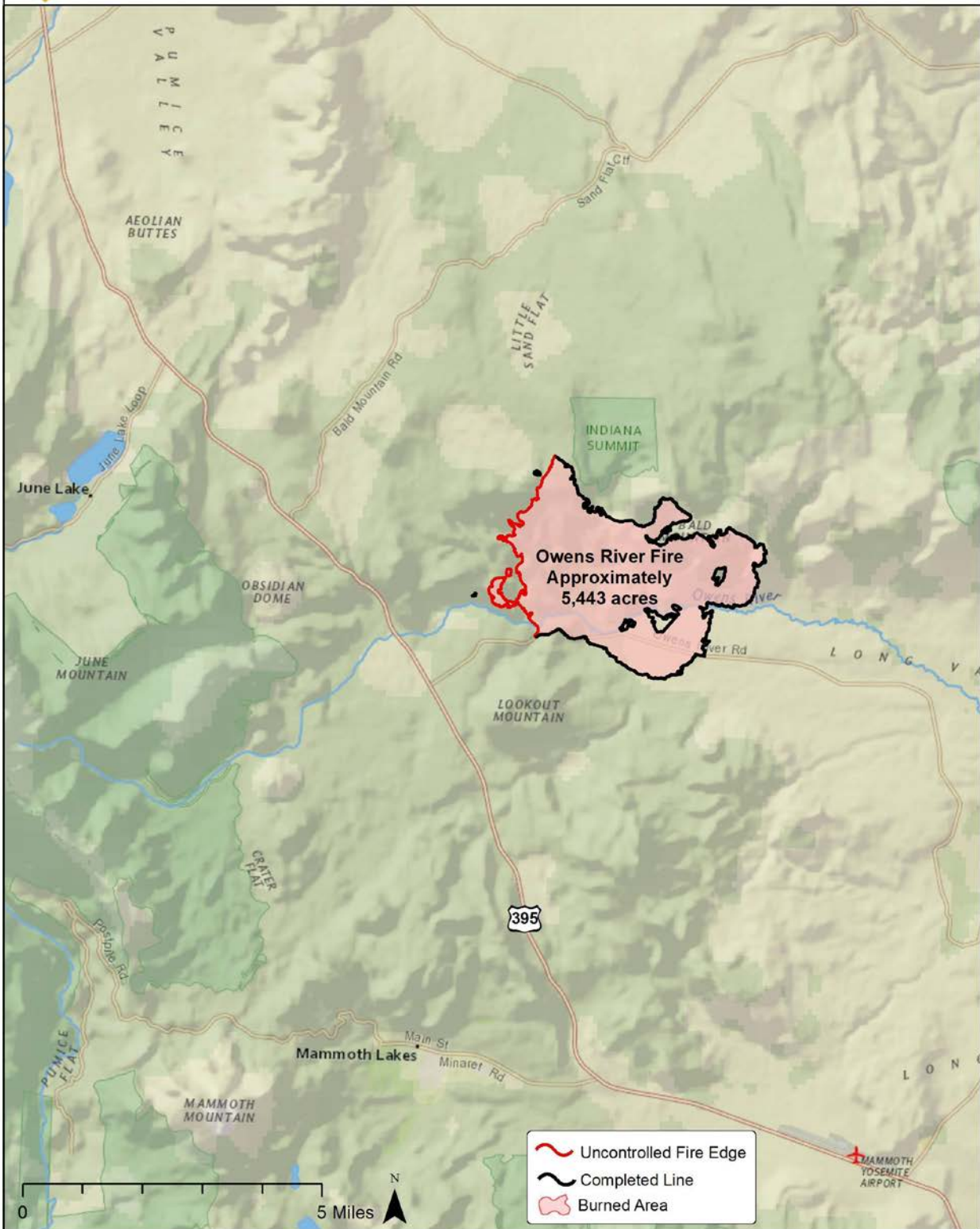


Figure 1. Location and approximate size of the Owens River Fire.



Figure 2. View of the Owens River Fire from near Mammoth Rock, September 17, 2016.

Summer 2016 Wildfire Smoke impacts on the Town of Mammoth Lakes

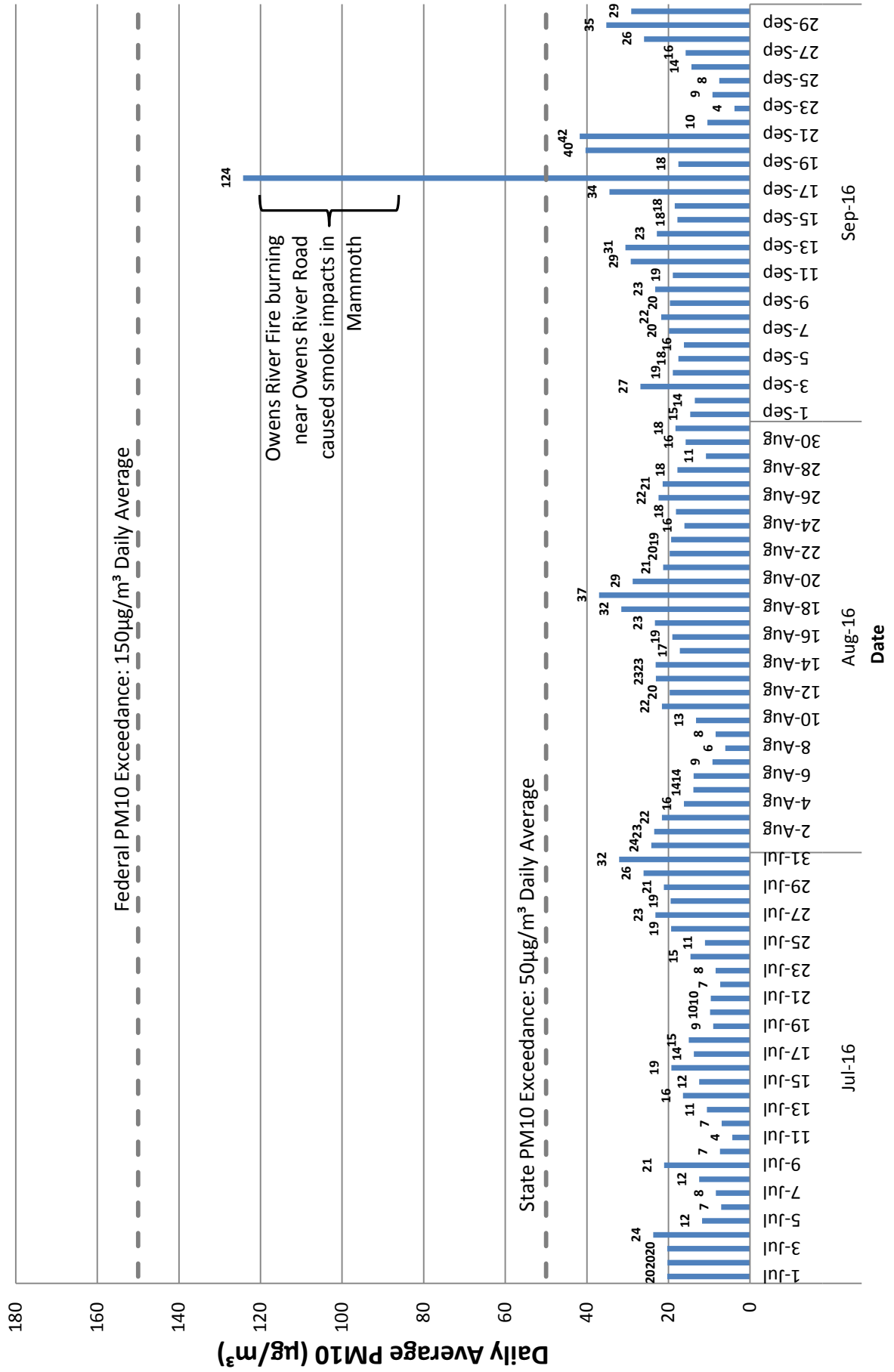


Figure 3: Summer 2016 Wildfire Smoke Impacts on the Town of Mammoth Lakes.



Town of Mammoth Lakes - PM10 March 16, 2016 - March 15, 2017

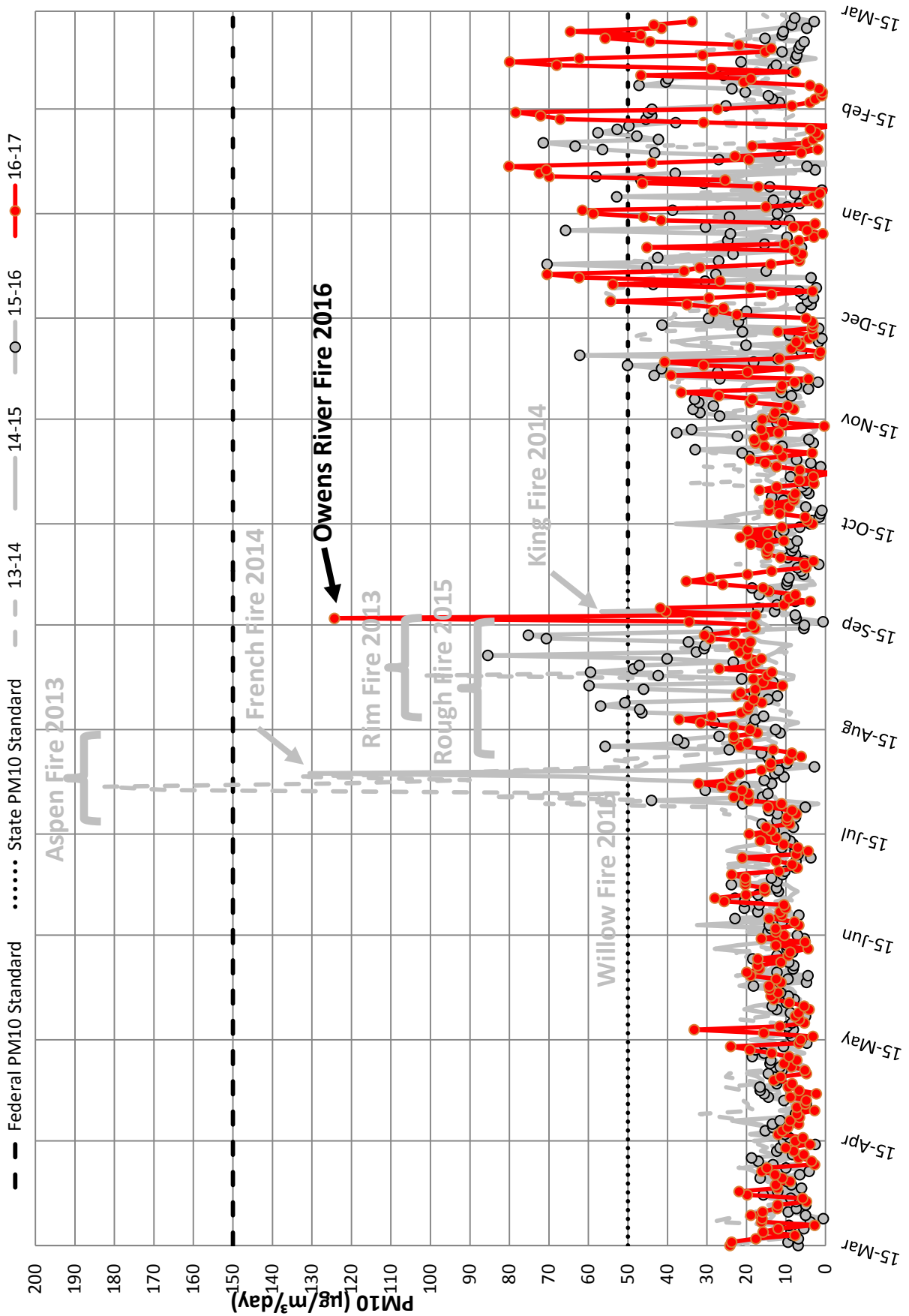


Figure 4: Town of Mammoth Lakes - PM10, March 16, 2016 - March 15, 2017.

Town of Mammoth Lakes Wildfire Season PM10 June-September, 1992-2016

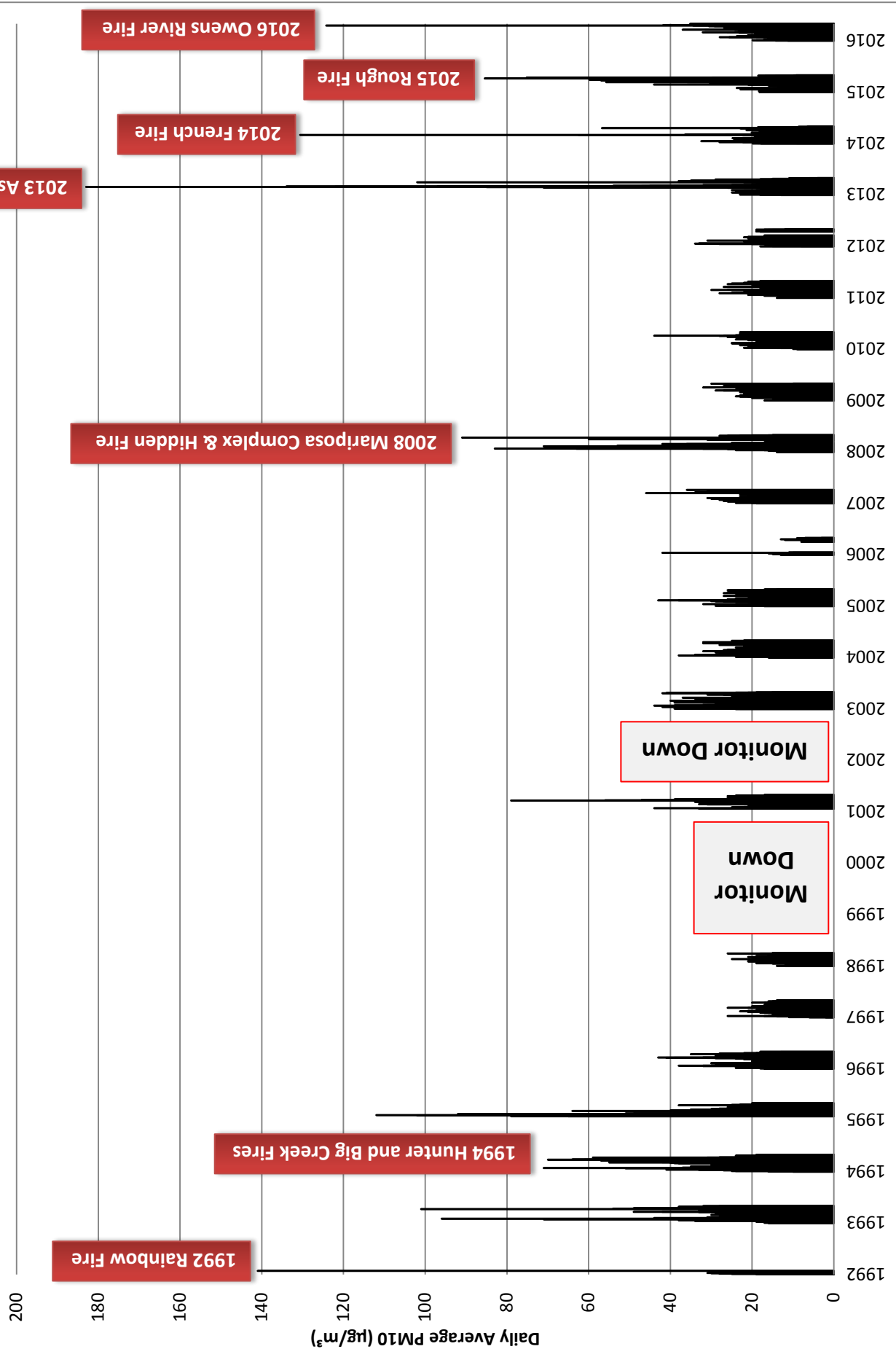


Figure 5: Town of Mammoth Lakes Wildfire Season PM10, June-September, 1992-2016.



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

BOARD REPORT

Mtg. Date: May 11, 2017

To: District Governing Board

From: Phillip L. Kiddoo, Air Pollution Control Officer

Subject: Air Pollution Control Officer Report

A verbal report will be given at the meeting.

2017

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						