



AGENDA

Garden Grove Sanitary District
Board of Directors

Tuesday, February 23, 2016

6:30 PM

Courtyard Center
12732 Main Street, Garden Grove, CA
92840

Christopher V. Phan

President

Kris Beard

Vice President

Phat Bui

Member

Steven R. Jones

Member

Bao Nguyen

Member

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the Sanitary District should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The Sanitary District may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Sanitary District Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the Sanitary District meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the Sanitary District are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications", and should be limited to matters under consideration and/or what the Sanitary District has jurisdiction over. Persons wishing to address the Sanitary District regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the Sanitary District: After being called by the President, you may approach the podium, it is requested that you state your name for the record, and proceed to address the Sanitary District. All remarks and questions should be addressed to the Sanitary District as a whole and not to individual Sanitary District Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the Sanitary District shall be called to order by the President. If such conduct continues, the President may order the person barred from addressing the Sanitary District any further during that meeting.

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the Sanitary District on the same subject matter, the President may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the Sanitary District's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral

Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

6:30 PM

ROLL CALL: MEMBER BUI, MEMBER JONES, MEMBER NGUYEN, VICE
PRESIDENT BEARD, PRESIDENT PHAN

1. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

2. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Sanitary District Member.)

2.a. Approval of the revised effective date to an Amendment of the Waste Disposal Agreement with the County of Orange. *(Action Item)*

2.b. Receive and file the minutes from the January 26, 2016, meeting. *(Action Item)*

3. PUBLIC HEARINGS

(Motion to approve will include adoption of each Resolution unless otherwise stated.)

4. ITEMS FOR CONSIDERATION

5. MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL MANAGER

6. ADJOURNMENT

The next Regular Meeting will be held on Tuesday, March 22, 2016, at 6:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove.

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

| | | | |
|----------|--|--------|-----------------------|
| To: | Scott C. Stiles | From: | William E. Murray Jr. |
| Dept.: | General Manager | Dept.: | Public Works |
| Subject: | Approval of the revised effective date to an Amendment of the Waste Disposal Agreement with the County of Orange. (<i>Action Item</i>) | | |
| | | Date: | 2/23/2016 |

OBJECTIVE

For the Garden Grove Sanitary District (District) to adopt a resolution changing the effective date of the Amendment to the 2009 Waste Disposal Agreement (WDA Amendment) from September 30, 2015 to June 30, 2016.

BACKGROUND

The disposal of solid waste at Orange County landfills is governed by a 2009 Waste Disposal Agreement in which cities in the County have agreed to deposit their solid waste at the County's three landfill facilities in return for low, stable disposal rates. The term of the current WDA began on July 1, 2010, and runs through June 30, 2020, with importation of waste from outside the County at County landfills set to expire on June 30, 2016.

An amendment to the WDA Amendment was negotiated by a committee of City Managers representing Orange County cities and the County to address the reduction in revenues and to ensure rate stabilization for local residents and businesses. Implementation for the WDA Amendment requires approval by all 34 cities.

DISCUSSION

In May 2015, the Garden Grove Sanitary District approved the WDA Amendment with the County to provide for continuation of waste importation at the County's three landfills and to extend the terms of the WDA through June 30, 2025. The WDA Amendment established an effective date of September 30, 2015. Unfortunately, by the original expiration date of September 30th, not all cities were able to approve the WDA Amendment. However, as the outstanding issues have been resolved, the County is requesting all cities approve an updated amendment. This updated amendment requires approval by all 34 cities.

FINANCIAL IMPACT

There is no fiscal impact to the General Fund.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Adopt the attached Resolution approving a Revised Effective Date to the WDA Amendment between the County of Orange and the Garden Grove Sanitary District to allow for the continued importation of waste at the County's three landfills and to extend the terms of the WDA Amendment through June 30, 2025; and
- Authorize the General Manager to execute the updated Amendment to the 2009 Waste Disposal Agreement with the County of Orange.

By: A.J. Holman III, Environmental Services Manager

ATTACHMENTS:

| Description | Upload Date | Type | File Name |
|---------------------------------------|--------------------|-----------------|---|
| Resolution | 2/17/2016 | Backup Material | 2-23-16__WDA_Resolution.pdf |
| Amendment to Waste Disposal Agreement | 1/27/2016 | Cover Memo | (3)_WDA_Amendment_approved_by_BOS_(June_2016_Effective_Date)_(1).docx |

GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE GARDEN GROVE SANITARY DISTRICT
APPROVING THE REVISED EFFECTIVE DATE TO AN AMENDMENT TO THE 2009
WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE

WHEREAS, the Garden Grove Sanitary District (District) has an existing Waste Disposal Agreement (the Waste Disposal Agreement) with the County of Orange (the "County") which requires the District to dispose of all specified solid waste generated within the city to county landfills and for the County to accept all such waste at a price agreed upon by the District and County;

WHEREAS, the Waste Disposal Agreement became effective on or about July 23, 2009, and by its term is set to expire on June 30, 2020;

WHEREAS, the Waste Disposal Agreement provides that the County will not accept waste imported from outside the county at County landfills after June 30, 2016;

WHEREAS, an Amendment to the Waste Disposal Agreement (the "Amendment") has been negotiated between the County and various cities throughout Orange County to provide for continuation of importation of waste from outside the county at County landfills in exchange for allocation to the cities of a portion of future importation revenues and to extend the terms of this activity within the Waste Disposal Agreement to June 30, 2025;

WHEREAS, the District desires to ensure that solid waste generated within the city can be disposed of in an environmentally safe manner and at a reasonable cost for the near future;

WHEREAS, the proposed Amendment furthers these goals by, among other things, ensuring that solid waste generated within the city can be disposed of at County landfills through June 30, 2025; that the landfills will be operated in an environmentally safe and reliable manner; and that the cost of disposing of solid waste at County landfills will be reasonable;

WHEREAS, on May 26, 2015, by Resolution No. 3752-15, the District approved the Amendment in which the effective date was to be extended to be no later than September 30, 2015; and

WHEREAS, the County has requested a revision to the effective date of the Amendment from September 30, 2015 to June 30, 2016 ("Revised Effective Date").

NOW, THEREFORE, the Garden Grove Sanitary District resolves, finds and determines, on the basis of the facts set forth in the agenda report presented to it and any testimony received at the meeting at which this matter was considered, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Garden Grove Sanitary District (District) hereby finds and determines that the Revised Effective Date to the Amendment to the Waste Disposal Agreement between the County of Orange and the City of Orange ("Amendment") furthers the public health, safety and welfare.

Section 3. The Garden Grove Sanitary District (District) hereby finds and determines that the Revised Effective Date shall be amended into the terms and provisions of the Amendment, in the form as submitted by the General Manager, are approved and that the President or is authorized to execute, and the Secretary to attest, the Amendment on behalf of the District.

Section 4. The officers and employees of the District are authorized and directed, jointly and severally, to do any and all things necessary or advisable in order to effectuate the purposes of this Resolution and to administer the District's obligations, responsibilities and duties to be performed.

AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

GARDEN GROVE SANITARY DISTRICT

February 23, 2016

County Amendment Authorization Date:

September 22, 2015

County Notice Address:

Director
OC Waste and Recycling
300 N. Flower, Suite 400
Santa Ana, CA 92703

Garden Grove Sanitary District Amendment
Authorization Date:

_____, 2016

Notice Address

AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS AMENDMENT TO WASTE DISPOSAL AGREEMENT (the “Amendment”) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the Garden Grove Sanitary District (the “District”) designated on the cover page of this Amendment, a general law or charter city and political subdivision of the State of California (the “City”).

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the “Disposal System”). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the “Act”).

The County has entered into waste disposal agreements in 2009 (the “Original Waste Disposal Agreements”) with all of the cities in the County, including the City, as well as certain sanitary districts located in the County (the “Participating Cities”), pursuant to which the County agreed to provide disposal capacity for waste generated in or under the control of the Participating Cities, and the Participating Cities agreed to deliver or cause the delivery of waste generated in or under the control of the Participating Cities to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original Waste Disposal Agreements.

The City has determined that the execution of this Amendment by the City is in the best interest of the City and will serve the public health, safety and welfare by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and sound environmental management.

The County has determined that the execution by the County of this Amendment will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

Section 1. Amendment to Original Waste Disposal Agreement.

(a) Sections 3.6(C) and 3.6(E) of the Original Waste Disposal Agreement are deleted and replaced in their entirety, as set forth below:

“(C) Receipt of Imported Acceptable Waste on a Contract Basis. Throughout the Term hereof, the County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. “

“(E) Application and Use of Revenues From Other Users. (1) Throughout the term hereof, all revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System (including amounts received by the County as a result of the failure of contract counterparties to deliver minimum required amounts of Imported Acceptable Waste) , shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County’s Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) (“Net Import Revenues”) from the disposal of Imported Acceptable Waste by the Disposal System. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. Net Import Revenues shall be used for the payment of bankruptcy related obligations until payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment. It is estimated that payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment will occur by the end of Fiscal Year 2017-18.

(2) Until the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as provided in Section (3.6)(E)(1). For any period after the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as follows:

(i) in Fiscal Year 2017-18, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$17.57 per ton;

(ii) in Fiscal Year 2018-19, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported

Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$18.01 per ton;

(iii) in Fiscal Year 2019-20, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess in excess of \$18.46 per ton; and

(iv) thereafter, Net Import Revenues shall be equal to 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located).

(3) After the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full (i) 50% of any Net Import Revenues (as calculated pursuant to Section 3.6(E)(2)) shall be paid to the County General Fund; and (ii) 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 5 for use for any purpose by the Participating City, including but not limited to state mandated solid waste programs. Payments of such amounts to the County General Fund and the Participating Cities shall be made by the County within 90 days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 5.

(4) The percentages set forth in Appendix 5 with respect to each Participating City will be adjusted at the end of Fiscal Year 2019-20 to reflect the percentage of actual deliveries of Acceptable Waste from each Participating City as compared to the total amount of actual deliveries from all of the Participating Cities during Fiscal Years 2017-18, 2018-19, and 2019-20. The County shall notify each Participating City of the revised percentages in Appendix 5 within 120 days after the end of Fiscal Year 2019-20. The revised percentages will be used for the allocation of Net Import Revenues generated during Fiscal Year 2020-21 and thereafter.

(b) Section 4.2(A)(z) is added to the Original Waste Disposal Agreement (immediately following Section 4.2(A)(y)) as follows:

“(z) decrease the amount of Net Import Revenues otherwise payable to the County General Fund and the Participating Cities pursuant to Section 3.6(E)(2) and Section 3.6(E)(3) and use the amount of such decrease to pay costs of the Disposal System.”

(c) Section 6.1(A) and Section 6.1(B) of the Original Waste Disposal Agreement are deleted and replaced in their entirety with the following:

“SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall continue in full force and effect until June 30, 2025, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2023, for an additional term of ten years (the “Renewal Term”) on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2022. If the parties do not renew this Agreement by June 30, 2023, the Agreement shall expire on June 30, 2025.”

(d) The first sentence of Section 6.1(C) of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the following:

“In connection with the parties’ right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2023, negotiate an applicable change in the Contract Rate for such renewal term.”

(e) Appendix 2 of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the form attached hereto.

(f) Appendix 5 shall be added to the Original Waste Disposal Agreement as a new appendix, in the form attached hereto.

(g) All other terms and conditions of the Original Waste Disposal Agreement shall remain in full force and effect.

Section 2. Initial Payment. As consideration for the execution of this Amendment by all of the Participating Cities, and subject to the occurrence of the Amendment Effective Date pursuant to Section 3, the County agrees to pay, from the County OC Waste & Recycling Enterprise Fund, the Amendment Payment to the Participating Cities listed in Appendix 5. The aggregate Amendment Payment shall be \$5,400,000, and shall be distributed to the individual Participating Cities (including the City) in the percentages set forth in Appendix 5 by September 30, 2016.

Section 3. Effectiveness of Amendment. The provisions of this Amendment shall not become effective unless and until the Amendment has been executed by the County and all of the Participating Cities. The date on which the County and all of the Participating Cities have executed the Amendment shall be the “Amendment Effective Date.” The County shall give written notice of the Amendment Effective Date to the City. In the event that the Amendment Effective Date does not occur by June 30, 2016, this Amendment shall be automatically terminated and the County shall have no obligation to make the Amendment Payment.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each of the parties to this Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and (ii) it has duly authorized the execution and delivery of this Amendment, and has duly executed and delivered the Amendment.

All other terms and conditions of the 2009 Original Waste Disposal Agreement not specifically changed by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date _____

By _____
Director, OC Waste & Recycling

Date _____

By _____
[NAME]
District Representative
Garden Grove Sanitary District

Date _____

By _____
[NAME]
City Representative
City of [CITY]

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
James Steinmann, Deputy

APPENDIX 2

County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(b)

| <u>Fiscal Year</u> | <u>Tonnage</u> | <u>Cumulative</u> |
|--------------------|----------------|-------------------|
| FY 2015-16 | 2,724,250 | 2,724,250 |
| FY 2016-17 | 2,681,153 | 5,405,403 |
| FY 2017-18 | 2,638,746 | 8,044,149 |
| FY 2018-19 | 2,597,017 | 10,641,166 |
| FY 2019-20 | 2,558,522 | 13,199,688 |
| FY 2020-21 | 2,520,605 | 15,720,293 |
| FY 2021-22 | 2,483,256 | 18,203,549 |
| FY 2022-23 | 2,483,256 | 20,686,805 |
| FY 2023-24 | 2,483,256 | 23,170,061 |
| FY 2024-25 | 2,483,256 | 25,653,317 |

APPENDIX 5

PARTICIPATING CITY ALLOCATION PURSUANT TO SECTION 3.6

| <u>City</u> | <u>Allocation Percentage for Purposes of Section 3.6</u> | <u>Allocation of Initial Payment</u> |
|--|---|---|
| Anaheim | 13.18% | \$711,509 |
| Aliso Viejo | 0.67 | 36,416 |
| Buena Park | 2.34 | 126,275 |
| Brea | 2.28 | 123,085 |
| Costa Mesa | 2.18 | 117,936 |
| Costa Mesa Sanitary District | 1.48 | 79,976 |
| Cypress | 2.56 | 138,115 |
| Dana Point | 0.99 | 53,278 |
| Fullerton | 4.10 | 221,271 |
| Fountain Valley | 1.76 | 95,217 |
| Garden Grove/ GG Sanitary District | 7.17 | 387,197 |
| Huntington Beach | 6.13 | 330,807 |
| Irvine | 8.22 | 444,036 |
| Laguna Beach | 1.14 | 61,796 |
| Laguna Hills | 0.74 | 40,098 |
| Laguna Niguel | 1.36 | 73,341 |
| Laguna Woods | 0.41 | 22,274 |
| La Habra | 1.69 | 91,431 |
| Lake Forest | 2.45 | 132,214 |
| La Palma | 0.32 | 17,325 |
| Los Alamitos | 0.58 | 31,362 |
| Mission Viejo | 2.42 | 130,902 |
| Newport Beach | 3.68 | 198,946 |
| Orange | 4.90 | 264,468 |
| Placentia | 1.58 | 85,116 |
| Rancho Santa Margarita | 1.11 | 60,009 |
| Santa Ana | 10.60 | 572,184 |
| San Clemente | 1.40 | 75,728 |
| San Juan Capistrano | 1.23 | 66,420 |
| Seal Beach | 0.82 | 44,292 |
| Stanton | 1.62 | 87,287 |
| Tustin | 1.42 | 76,648 |
| Villa Park | 0.21 | 11,081 |
| Midway City Sanitary District (Westminster) | 2.13 | 114,893 |
| Yorba Linda | 1.78 | 96,344 |
| County Unincorporated | 3.35 | 180,723 |
| Totals | 100% | \$5,400,000 |

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kathy Bailor
Dept.: General Manager Dept.: City Clerk
Subject: Receive and file the minutes Date: 2/23/2016
from the January 26, 2016,
meeting. (*Action Item*)

Attached are the minutes from the meeting held January 26, 2016, for the Sanitary District Board to review and take action to receive and file.

ATTACHMENTS:

| Description | Upload Date | Type | File Name |
|---------------------------|--------------------|-----------------|-----------------------|
| January 26, 2016, minutes | 2/16/2016 | Backup Material | January_26__2016.docx |

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Regular Meeting

Tuesday, January 26, 2016

Courtyard Center
12732 Main Street, Garden Grove, CA 92840

CONVENE MEETING

At 7:19 p.m., President Phan convened the meeting in the Courtyard Center.

ROLL CALL PRESENT: (3) President Phan, Members Beard, Nguyen
 ABSENT: (2) Members Bui, Jones

ORAL COMMUNICATIONS

Speakers: Maureen Blackmun, Tony DeSimone, Nicholas Dibs, Sean Donahoe,
Tony Flores, John Holm, Vu Mai, Josh McIntosh, Charles Mitchell,
Lee Ostendorf

RECESS MEETING

At 7:38 p.m., President Phan declared a recess.

RECONVENE MEETING

At 7:40 p.m., President Phan reconvened the Sanitary District meeting with
Members Beard and Nguyen present.

SELECTION OF PRESIDENT AND VICE PRESIDENT (F: S-46.1)(VIP)

It was moved by Member Nguyen, seconded by Member Beard that:

Member Phan be reselected as President.

The motion carried by a 3-0-2 vote as follows:

Ayes: (3) Beard, Nguyen, Phan
Noes: (0) None
Absent (2) Bui, Jones

It was moved by President Phan, seconded by Member Nguyen that:

Member Beard be reselected as Vice President.

The motion carried by a 3-0-2 vote as follows:

| | | |
|--------|-----|---------------------|
| Ayes: | (3) | Beard, Nguyen, Phan |
| Noes: | (0) | None |
| Absent | (2) | Bui, Jones |

AWARD OF CONTRACT TO JIG CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 92 AND 93
(F: 92.proj.92&93)

It was moved by Member Nguyen, seconded by Member Beard that:

The contract for professional engineering services for the Priority Sewer Improvements Project Nos. 92 and 93 be awarded to JiG Consultants in the amount of \$151,350; and

The General Manager be authorized to sign the agreement.

The motion carried by a 3-0-2 vote as follows:

| | | |
|--------|-----|---------------------|
| Ayes: | (3) | Beard, Nguyen, Phan |
| Noes: | (0) | None |
| Absent | (2) | Bui, Jones |

MINUTES (F: Vault)

It was moved by Member Nguyen, seconded by Member Beard that:

The minutes from the meeting held on November 24, 2015, be received and filed.

The motion carried by a 3-0-2 vote as follows:

| | | |
|--------|-----|---------------------|
| Ayes: | (3) | Beard, Nguyen, Phan |
| Noes: | (0) | None |
| Absent | (2) | Bui, Jones |

ADJOURNMENT

At 7:42 p.m., President Phan adjourned the meeting. The next meeting is scheduled for Tuesday, February 23, 2016, at 6:30 p.m. at the Courtyard Center, 12732 Main Street, Garden Grove, California.

Kathleen Bailor, CMC
Secretary