



## AGENDA

Garden Grove Sanitary District  
Board of Directors

Tuesday, October 24, 2023

6:30 PM

Community Meeting Center 11300  
Stanford Avenue Garden Grove  
California 92840

**John R. O'Neill**  
President

**Cindy Tran**  
Vice President

**George S. Brietigam**  
Member

**Joe Dovich**  
Member

**Stephanie  
Klopfenstein**  
Member

**Kim B. Nguyen-  
Penaloza**  
Member

**Steve Jones**  
Member

---

**Meeting Assistance:** Any person requiring auxiliary aids and services, due to a disability, to address the City Council, 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 City Council 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 Council 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 City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

**Public Comments:** Members of the public who attend the meeting in-person and would like to address the City Council 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 before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

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

**Time Limitation:** When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council'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 BRIETIGAM, MEMBER DOVINH, MEMBER KLOPFENSTEIN, MEMBER NGUYEN-PENALOZA, MEMBER JONES, VICE PRESIDENT TRAN, PRESIDENT O'NEILL

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 an Agreement with Hadronex, Inc., dba SmartCover Systems for the sewer monitoring devices and maintenance services. (Cost: \$100,000)  
*(Action Item)*

2.b. Adoption of a Resolution authorizing submittal of grant applications offered by the California Department of Resources Recycling and Recovery (CalRecycle). *(Action Item)*

2.c. Receive and file minutes from the meeting held on September 26, 2023.  
*(Action Item)*

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

4. ADJOURNMENT

The next Regular Sanitary District Board meeting is scheduled for Tuesday, November 28, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Approval of an Agreement with Hadronex, Inc., dba SmartCover Systems for the sewer monitoring devices and maintenance services. (Cost: \$100,000) ( <i>Action Item</i> )		
		Date:	10/24/2023

---

**OBJECTIVE**

To request that the Garden Grove Sanitary District Board (District) approve an agreement with Hadronex, Inc. dba SmartCover Systems for the sewer monitoring devices and maintenance services.

**BACKGROUND**

The State Water Resources Control Board adopted the Statewide General Waste Discharge Requirements (WDR), including Monitoring and Reporting. Under the WDR requirements; a Sewer System Management Plan has been developed to provide best management practices by implementing programs that prevent or minimize sanitary sewer overflows. As part of this plan, District staff began hiring SmartCover Systems to install a total of (15) sewer monitoring systems throughout the City at locations with a history of sanitary sewer overflows. The SmartCover technology provides continuous real-time data transmitted through two-way wireless remote sensors and is viewed on a web-based interface. When wastewater levels rise above average conditions, the sensors send a high water alarm to District staff. Early detection of potential sanitary sewer overflows through this remote monitoring technology allows District staff to respond quickly and potentially prevent sanitary sewer overflows before they occur. Since these sewer monitoring systems have been in place, they have proven to save the District fines, labor costs for emergency employee call-outs (overtime), and other liability.

**DISCUSSION**

The District has an existing service agreement with SmartCover Systems in the amount of \$50,000 that expires on October 31, 2023. The agreement covers monitoring services, software support, data storage, remote alarm management

services, automatic upgrades, continued satellite connectivity, battery replacement and on-side repairs as needed. District staff recommends adding an additional (7) sewer monitoring systems at this time to provide better coverage spread throughout the District. Additional sewer monitoring systems may be added on an as-needed basis, should sewer capacity levels change. The new, five-year agreement will cover up to \$100,000 annually. SmartCover Systems is considered a sole source vendor and allows the forgoing of the bidding process due to no other known manufacturer or vendor that provides this type of equipment for wireless, manhole lid mounted, failsafe communication monitoring of level within sanitary sewer collection systems.

#### **FINANCIAL IMPACT**

The cost of the agreement is not to exceed \$100,000 annually, with an option to renew the agreement for an additional four (4) years, up to a total of five (5) years. The cost will be funded from the adopted Sanitary District operating budget. There is no impact to the General Fund.

#### **RECOMMENDATION**

It is recommended that the Garden Grove Sanitary District Board:

- Approve the attached agreement with Hadronex, Inc. dba SmartCover Systems for the sewer monitoring devices and maintenance services in the amount not-to-exceed \$100,000 annually, with an option to renew the agreement for an additional four (4) years, up to a total of five (5) years; and
- Authorize the General Manager to execute the agreement on behalf of the Sanitary District, make minor modifications as appropriate thereto, and approve annual renewals.

By: Samuel Kim, P.E., Deputy Public Works Director/Water Services Manager

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Agreement	10/16/2023	Agreement	Hadronex_Inc_FY24_(1).pdf

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the **GARDEN GROVE SANITARY DISTRICT**, a California special district, ("DISTRICT") and **Hadronex Inc.**, here in after referred to as "CONTRACTOR".

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization, dated \_\_\_\_\_.
2. DISTRICT desires to utilize the services of CONTRACTOR to Provide all Data Storage, Tech Support and Extended Warranty for the SmartLevel Systems for the DISTRICT of Garden Grove per Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The initial term of the agreement shall be from full execution through June 30, 2024, with an option to extend said agreement an additional four (4) fiscal years, for a total performance period of five (5) fiscal years. Option years shall be exercised one (1) fiscal year at a time, at the sole option of the DISTRICT. This agreement may be terminated by the DISTRICT without cause. In such event, the DISTRICT will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided**. The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation**. CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT**. Total Compensation under this agreement shall not exceed (NTE) amount of One Hundred Thousand Dollars (\$100,000.00), per fiscal year, payable in arrears and in accordance with proposal in Attachment "A".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to DISTRICT or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by DISTRICT will be required, and payment shall be based on schedule included in Proposal (Attachment A).
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to DISTRICT.
- 3.4 Termination. DISTRICT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the DISTRICT.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate DISTRICT, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects DISTRICT, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

*If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*

5. **Non-Liability of Officials and Employees of the DISTRICT.** No official or employee of DISTRICT shall be personally liable to CONTRACTOR in the event of any default or breach by DISTRICT, or for any amount, which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the DISTRICT, and shall obtain no rights to any benefits which accrue to DISTRICT'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The DISTRICT makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (CONTRACTOR)  
Hadronex, Inc.  
Attention: Paris Neofotistos, Vice President of Sales  
2110 Enterprise Street  
Escondido, CA 92029
- b. (Address of DISTRICT Purchasing) (with a copy to):  
DISTRICT of Garden Grove      Garden Grove DISTRICT Attorney  
11222 Acacia Parkway      11222 Acacia Parkway  
Garden Grove, CA 92840      Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by DISTRICT,



it shall immediately inform DISTRICT of this and shall not proceed, CONTRACTOR'S risk, until written instructions are received from DISTRICT.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless DISTRICT, is due to the sole negligence of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.  
  
This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.
17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove DISTRICT Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the DISTRICT.

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"DISTRICT"**  
**Garden Grove Sanitary**  
**District**

**ATTESTED:**

By: \_\_\_\_\_  
**General Manager**

\_\_\_\_\_  
**District Secretary**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Hadronex, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to DISTRICT.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove Sanitary District  
General Counsel

\_\_\_\_\_  
Date

# "Attachment A"



## Budget Quote

**Hadronex, Inc. DBA SmartCover Systems**

**2110 Enterprise Street**

**Escondido, CA 92029 USA**

**Phone: 760-291-1980**

**Fax: 760-291-1982**

**March 2023 Pricing**

Due Date	Period Covered	Quote Number
10/12/2023		7759

Bill To:	Ship To	Remit PO to orders@smartcoversystems.com or return this quote signed with PO number. Scan of PO is preferred.	
City of Garden Grove Attention: Purchasing-Sandra Segawa 11222 Acacia Parkway PO Box 3070 Garden Grove, CA 92840-5208 USA	City of Garden Grove Public Works 13802 Newhope Garden Grove, CA 92843 US Attn; Steve Porras	Date	9/12/2023

Item	Description	Qty	Rate	Total
SC-Q-SB-15	SubSonic™ Systems - Dual Sensor (Ultra-Sonic & Pressure), Includes E-Box, Standard Range 15 Foot DSM, PowerPack, Bracket, E-Square Antenna, & Installation Kit.	7	4,605.00	32,235.00T
ASM-SC1	SmartCover® – Website access, updates, satellite connectivity, data storage, SmartTrend, phone/online tech support. - REQUIRED	7	405.00	2,835.00
Install Labor	Installation Labor	7	500.00	3,500.00
Freight Out	Cost of goods being shipped out		270.00	270.00
	Total sales tax calculated by AvaTax		2,820.57	2,820.57
			0.00%	0.00

Terms and Conditions for this transaction:

1. Payment: Net 30 days
2. All pricing subject to change.
3. All hardware, rentals, software subscriptions and renewals may be subject to tax.
4. Taxes were calculated at the time of quote creation and may change at the time of invoice.
5. Customer is responsible for paying the appropriate taxes due at time of invoice.

Signature for Approval

Sales Tax calculated  
by AVATAX  
Shown in the body of quote  
on the last page

P.O. No.

**We appreciate your business!**

**Total** \$41,660.57



# Budget Quote

**Hadronex, Inc. DBA SmartCover Systems**  
**2110 Enterprise Street**  
**Escondido, CA 92029 USA**  
**Phone: 760-291-1980**  
**Fax: 760-291-1982**

**March 2023 Pricing**

Due Date	Period Covered	Quote Number
6/30/2024	See below for dates	7757

Bill To:	Ship To	Remit PO to orders@smartcoversystems.com or return this quote signed with PO number. Scan of PO is preferred.	
City of Garden Grove Attn: Purchasing-Sandra Segawa 11222 Acacia Parkway PO Box 3070 Garden Grove, CA 92840-5208 USA	City of Garden Grove Public Works 13802 Newhope Garden Grove, CA 92843 US Att: Brent Hayes	Date	9/12/2023

Item	Description	Qty	Rate	Total
	Budget quote for 2024-2025 for the 15 current units			
	2860 Bolsa and Ward			
	2857 Brookhurst and Parliament			
	2858 Garden Grove and Galway			
	7063 Hazard and Sheffield			
	8949 Industry			
	2859 Magnolia and Hewett			
	2861 Roxey and Glennell			
	7062 Westminster Trailer Park			
	Period Covered: 11/1/2024-10/31/2025			
ASM-SC1R	Renewal: SmartCover® – REQUIRED	8	405.00	3,240.00
PW-5C1R	Renewal: Power Warranty: - PARTS ONLY	8	228.00	1,824.00
EW-SC1R	Renewal: SmartCover® System™ Warranty- Covers all systems parts except PowerPack™- PARTS ONLY.	8	459.00	3,672.00
	12074 HDXE SatAuto 7481900			
	12075 HDXE SatAuto 7582550			
	12078 HDXE SatAuto 7691510			
	12077 HDXE SatAuto 7695450			
	12076 HDXE SatAuto 7696130			
	12080 HDXE SatAuto 7699430			
	12079 HDXE SatAuto 8416400			
	Period Covered: 6/25/2024- 10/31/2025 -16 Months			
ASM-SC1R	Renewal: SmartCover® – REQUIRED	7	540.00	3,780.00
PW-5C1R	Renewal: Power Warranty: - PARTS ONLY	7	76.00	532.00
	*Power is covered from June 2025-Oct 31 2025 -4 months			
EW-SC1R	Renewal: SmartCover® System™ Warranty- Covers all systems parts except PowerPack™- PARTS ONLY.	7	612.00	4,284.00
	Total sales tax calculated by AvaTax		0.00	0.00
			0.00%	0.00

Terms and Conditions for this transaction:

1. Payment: Net 30 days
2. All pricing subject to change.
3. All hardware, rentals, software subscriptions and renewals may be subject to tax.
4. Taxes were calculated at the time of quote creation and may change at the time of invoice.
5. Customer is responsible for paying the appropriate taxes due at time of invoice.

Signature for Approval

Sales Tax calculated  
by AVATAX  
Shown in the body of quote  
on the last page

P.O. No.

**We appreciate your business!**

**Total** \$17,332.00

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution authorizing submittal of grant applications offered by the California Department of Resources Recycling and Recovery (CalRecycle). ( <i>Action Item</i> )		
		Date:	10/24/2023

---

**OBJECTIVE**

To request approval of a Resolution to authorize participation in various grants offered by California Department of Resources Recycling and Recovery (CalRecycle).

**BACKGROUND**

CalRecycle offers various grant opportunities for cities and other government agencies, such as the Sanitary District. These grants opportunities relate to reducing, recycling, and reusing solid waste generated in the state.

**DISCUSSION**

In September 2023, staff was notified by CalRecycle that the Sanitary District was eligible to apply for \$301,000 in funding for Senate Bill (SB) 1383 Local Assistance Grant Funding. Upon CalRecycle's approval of the grant application, the funding will be used by the Sanitary District to assist in monitoring the District's and Republic Services' compliance with the SB 1383 mandate, while also providing further education and outreach to the Sanitary District service area.

**FINANCIAL IMPACT**

There is no impact to the Sanitary District budget. Grant funding will be used to implement SB 1383 program requirements.

**RECOMMENDATION**

It is recommended that the Sanitary District Board of Directors:

- Adopt the attached Resolution authorizing submittal of grant applications to the

Department of Resource Recycling and Recovery (CalRecycle) and authorizing the Public Works Director to execute the applications, agreements and other necessary documentation for a term of five years.

By: Mark Ladney, Sr. Program Specialist

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Sanitary District Resolution	10/12/2023	Resolution	GGSD_CalRecycle_Resolution.pdf

GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARDEN GROVE SANITARY DISTRICT AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH THE GARDEN GROVE SANITARY DISTRICT IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Garden Grove Sanitary District authorizes the submittal of application(s) to CalRecycle for all grants for which Garden Grove Sanitary District is eligible and that:

1. The Public Works Director, or his/her designee is hereby authorized and empowered to execute in the name of the Garden Grove Sanitary District all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and
2. That these authorizations are effective for five (5) years from the date of adoption of this resolution.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Lisa L. Kim From: Teresa Pomeroy  
Dept.: General Manager Dept.: Secretary  
Subject: Receive and file minutes from the meeting held on September 26, 2023.  
(*Action Item*) Date: 10/24/2023

---

Attached are the minutes from the meeting held on September 26, 2023, recommended to be received and filed as submitted or amended.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Minutes	10/18/2023	Minutes	sd-min_09_26_2023.pdf



## MINUTES

### GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

#### Regular Meeting

Tuesday, September 26, 2023

Community Meeting Center  
11300 Stanford Avenue, Garden Grove, CA 92840

#### CONVENE MEETING

At 7:44 p.m., President O'Neill convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (7)      Members Brietigam, DoVinh, Jones,  
Klopfenstein, Nguyen-Penalosa, Vice  
President Tran, President O'Neill

ABSENT:      (0)      None

#### ORAL COMMUNICATIONS

Speakers: Peter Marconi, Nicholas Dibs, Thea, Paul Hoang, Jessica Knight, Rubi Garcia.

#### RECESS

At 8:00 p.m., President O'Neill recessed the meeting.

#### RECONVENE

At 8:03 p.m., President O'Neill reconvened the meeting in the Council Chamber with all Members present.

#### RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON JUNE 27, 2023, AUGUST 22, 2023, AND SEPTEMBER 12, 2023 (F: Vault)

It was moved by Member Brietigam, seconded by Member Klopfenstein that:

The minutes from the meetings held on June 27, 2023, August 22, 2023, and September 12, 2023, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, Jones, DoVinh, Klopfenstein, Nguyen-Penaloza, Tran, O'Neill  
Noes: (0) None

MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL MANAGER

UPDATE ON THE REFUSE CONTRACT IMPLEMENTATION FOR THE PERIOD FROM JULY 2022 THROUGH JUNE 2023, AS REQUESTED BY THE SANITARY DISTRICT BOARD OF DIRECTORS (F: 55-REPUBLIC WASTE)

Mark Ladney, Sr. Program Specialist with Public Works, and Jake Kaihewalu, Associate Analyst with HF&H Consultants, introduced the update and provided a PowerPoint presentation on the following:

Benefits Overview:

- Residential Food Scraps Collection
- Additional Designated Republic Staff
- Compliance with AB 341, AB 1826, and SB 1383
- Increased Public Education
- Multi-family Bulky Item Services
- New Community Cleanup Services

Goals Completed:

- Sharps Program
- Multi-family Bulky Item Collection
- Extended Holiday Tree Collection
- Increased Bus Stop Collection
- Proactive Abandoned Item Cleanups
- SB 1383 Implementation for Single-Family Residents and City Facilities
- Edible Food Recovery Program through Abound Food Care

Goals In Progress:

- Annual Shred Event (September 30, 2023)
- New Truck Fleet
- Electric Truck for Recyclable Materials Collection
- SB 1383 Implementation for Multi-Family Residents and Businesses

Contract Performance Monitoring

- Monthly Meetings with Public Works Staff, Republic Services, and HF&H Consultants
- Ongoing Diversion Tracking
- Legislative Compliance Monitoring and Communication with CalRecycle
  - AB 341, AB 1826 (Formal Plan)
  - SB 1383 (Corrective Action Plan)
- Customer Complaint Review and Monitoring
- 2024 Contract Compliance Audit (CY 2023)

Timeline for a Proactive Abandoned Items Clean-up:

Fiscal Year 2018-19 Total Work Orders: 906  
Fiscal Year 2019-20 Total Work Orders: 956  
Fiscal Year 2020-21 Total Work Orders: 802  
Fiscal Year 2021-22 Total Work Orders: 652  
Fiscal Year 2022-23 Total Work Orders: 391

Customer Complaint Analysis for all calls from January 2023 through June 2023 are:

January-180 Calls  
February-238 Calls  
March-44 Calls  
April-340 Calls  
May-138 Calls  
June-362 Calls

These calls are primarily for a missed pick up; Republic representatives in the audience addressed the Board indicating that missed pick up's are caused by labor shortage that includes turnover and time off. Calls for missed pick up's are addressed as soon as possible.

Missed Collections by Month and Service Categories are:

January: Bulky Item-12; Residential Organics-66; Residential Recycle-33; Residential Trash-66.

February: Bulky Item-35; Commercial-61; Residential Organics-31; Residential Recycle-34; Residential Trash-99.

March: Bulky Item-13; Commercial-18; Residential Organics-45; Residential Recycle-31; Residential Trash-77.

April: Bulky Item-51; Commercial-291; Residential Organics-88; Residential Recycle-96; Residential Trash-161.

May: Bulky Item-50; Commercial-181; Residential Organics-67; Residential Recycle-64; Residential Trash-127.

June: Bulky Item-39; Commercial-440; Residential Organics-57; Residential Recycle-59; Residential Trash-99.

The percentages for the number of missed collections based on total number of services provided for the period from January through March 2023 is 0.053%; April through June 2023 is 0.129%; for a total of 0.092%, which is a total of 2,391 missed collections.

Solutions and Improvements include:

- Dedicated route supervisors for residential and commercial collection.
- Third party contractor utilized by Republic for container deliveries and as needed a Bulky Item Pick-up.
- Re-routing to reduce route density.
- Service expansion on commercial recycling from three (3) to five (5) days per week.
- Dedicated commercial organics route for Garden Grove operating five (5) days per week.

SB 1383 mandates are:

- The City of Garden Grove/District provides yard and food waste recycling service to all residents and businesses.
- Adoption of a local ordinance enforcing the state law (Sanitary District, December 2021).
- Public education and outreach.
- Establish edible food recovery programs for businesses.
- Implement inspection & compliance programs.
- Impose penalties for non-compliance.

SB 1383 status update for Single Family Residential for the educational requirements; implement new outreach methods; perform community meetings; provide kitchen pails has been completed. In progress for City facilities and events are: new indoor recycling and organics containers; increased signage; and an edible food recovery program. In progress for commercial properties are: edible food recovery and internal collection containers. And, for multi-family residential properties, in progress are educational programs and new outreach methods; right-sizing additional services; staff and tenant training; and a waiver verification program.

Outreach Efforts included an initial announcement letter, Republic sustainability advisors in the form of site visits, calls, and emails, right-sizing and waiver opportunities, and virtual and in-person community meetings. Deliveries target completion by December 2023 are January through September, 1,280 commercial accounts; September through December, 810 multi-family accounts with an estimated 4,500 total containers.

Upcoming Events include:

- Community Shredding, Compost, and E-Waste Event - September 30, 2023.
- Republic Scholarship Program in Fiscal Year 2023-24.
- Environmental Ambassador Business Program in Fiscal Year 2023-24.

Upcoming Available Programs include:

- Household Hazardous Waste.
- Four county-wide collection sites.
- A Sharps Program - Free disposal of diabetes testing and insulin needles.

- Bulky item pick-up for Single and Multi-Family Residents.
- Three free large item pickups per year for up to ten items per pick up.

Member Nguyen-Penaloza requested that the escalation of calls as indicated in the graph for missed pick-ups be addressed; and President O'Neill thanked staff for the update.

#### ADJOURNMENT

At 8:50 p.m., President O'Neill adjourned the meeting. The next Regular Sanitary District Meeting is scheduled for Tuesday, October 24, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy  
Secretary