AGENDA

18700 Ward St.
Fountain Valley, CA 92708
(714) 378-3200

REGULAR MEETING BOARD OF DIRECTORS
ORANGE COUNTY WATER DISTRICT
Wednesday, April 16, 2025 – 5:30 p.m. - Boardroom

This meeting will be held in person. As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.

Computer Audio: Please click the link below to join the Zoom webinar:
https://ocwd.zoom.us/j/87881361298

Telephone Audio: (213) 338 8477

Meeting ID: 878 8136 1298

Teleconference Sites:
939 Ziye East Road, Wuzhen Township, Tongxiang, Zhejiang, China
1302 W. Peachtree St. NW, Atlanta, GA
* Members of the public may attend and participate at all locations.

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

RECOMMENDATION: Adopt resolution determining need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda (requires two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present.)

VISITOR PARTICIPATION

Time has been reserved at this point in the agenda for persons wishing to comment for up to three minutes to the Board of Directors on any item that is not listed on the agenda, but within the subject matter jurisdiction of the District. By law, the Board of Directors is prohibited from taking action on such public comments. As appropriate, matters raised in these public comments will be referred to District staff or placed on the agenda of an upcoming Board meeting.

At this time, members of the public may also offer public comment for up to three minutes on any item on the Consent Calendar. While members of the public may not remove an item from the Consent Calendar for separate discussion, a Director may do so at the request of a member of the public.

1. PUBLIC HEARING TO CONSIDER WATER YEAR 2025-26 REPLENISHMENT ASSESSMENTS, BASIN EQUITY ASSESSMENT, BASIN PRODUCTION PERCENTAGE, PRODUCTION REQUIREMENT LIMITATION AND SURCHARGE

RECOMMENDATION: Adopt resolutions as follows:

1) Resolution A – Finding and Determining a Groundwater Basin Overdraft Exists (requires 6 votes)

2) Resolution B – Levying a Replenishment Assessment of $355.5/acre-foot for Water Produced During Water Year 2025-26 (requires 6 votes)

3) Resolution C – Levying an Additional Replenishment Assessment of $355.5/acre-foot and a Fixed Charge Replenishment Assessment of $711 for Water Produced During Water Year 2025-26, and Determining the RA and ARA are exempt from CEQA (requires 8 votes)

4) Resolution D – Establishing the Basin Production Percentage at 85%, Establishing a Production Limitation of 100% and Surcharge of $2,000/acre-foot and Determining the Need and Desirability to Levy Basin Equity Assessments and Amount Thereof, and determining the BPP, BEA and Limitations are exempt from CEQA (requires 8 votes)

CONSENT CALENDAR (ITEMS NO. 2 – 19)

All matters on the Consent Calendar are to be approved by one motion, without separate discussion on these items, unless a Board member or District staff request that specific items be removed from the Consent Calendar for separate consideration.

2. APPROVAL OF CASH DISBURSEMENTS

RECOMMENDATION: Ratify/authorize payment of bills

3. MINUTES OF BOARD OF DIRECTORS MEETING HELD MARCH 19 AND APRIL 2, 2025

RECOMMENDATION: Approve as presented

ITEM RECOMMENDED FOR APPROVAL AT PROPERTY MANAGEMENT COMMITTEE MEETING HELD MARCH 28 (ITEM NO. 4)

4. RESOLUTION DECLARING LEASE AREA AS EXEMPT SURPLUS LAND AND APPROVAL OF LEASE TO YORBA LINDA WATER DISTRICT (YLWD) FOR PROPOSED WATER WELL 23 AT WARNER BASIN

RECOMMENDATION: 1) Adopt "RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT DECLARING CERTAIN PROPERTY AS "EXEMPT SURPLUS LAND"" declaring a portion of Warner Basin property subject to the proposed Yorba Linda Water District lease for Well 23 as "exempt surplus land" and authorizing the General Manager and General Counsel to file Resolution with the Department of Housing and Community Development (HCD); and,

2) Approve and authorize the General Manager to execute lease with the Yorba Linda Water District to construct a groundwater production well and appurtenant pipeline and drain pipe at Warner Basin, including construction and maintenance area, for a term of 50 years with 5-year termination notice; with rent to consist of a 6-inch water service connection and submeter for water, at no cost to the District, to fill District and its contractor's water trucks and for

irrigation uses. Provide that execution of the lease will only occur following completion of the SLA process, including HCD review of the resolution indicated above

ITEMS RECOMMENDED FOR APPROVAL AT COMMUNICATIONS AND LEGISLATIVE COMMITTEE MEETING HELD APRIL 3 (ITEMS NO. 5–7)

5. STATE LEGISLATIVE UPDATE

RECOMMENDATION: Take the following positions:

Bill Number/Author	Short Title	Recommendation
SB 496 Hurtado (D-Bakersfield)	Advanced Clean Fleets Regulation: appeals advisory committee: exemptions	Support
SB 601 Allen (D-Santa Monica)	Water: Waste Discharge	Oppose
SB 599 Anna Caballero (D-Merced)	Atmospheric rivers research: forecasting methods: experimental tools	Support
AB 810 Jacqui Irwin (D-Thousand Oaks)	Local government: internet websites and email addresses	Oppose

6. FEDERAL LEGISLATIVE UPDATE

RECOMMENDATION: Take the following position:

Bill Number/Authors	Short Title	Recommended Position
H.R. 2093 (Ken Calvert, R-D-41)	Extends Permitting Terms	Support

7. FIRST RESPONDER TRAINING AND TOUR

RECOMMENDATION: Public affairs staff will work with OCWD's risk and safety department to identify training opportunities on OCWD's campus for local emergency response agencies. As part of the training, facility tours and lunch would be offered to make response personnel familiar with OCWD's campus. Budget for food not to exceed $2,000. Invitations to this event would be issued to local Fountain Valley PD and fire departments from responding cities; Fountain Valley, Huntington Beach and Costa Mesa

ITEMS RECOMMENDED FOR APPROVAL AT WATER ISSUES COMMITTEE MEETING HELD APRIL 9 (ITEMS NO. 8–13)

8. REJECT BID PROTEST AND AWARD CONTRACT SB-2025-1 BOND BASIN SLOPE REPAIR TO INNOVATIVE CONSTRUCTION SOLUTIONS AUTHORIZE AMENDMENT NO. 2 TO ENGEO AND ESTABLISH PROJECT BUDGET

RECOMMENDATION: 1) Receive and file Affidavit of Publication of Notice Inviting Bids for Contract SB-2025-1 Bond Basin Slope Repair Project;

2) Ratify issuance of Addenda 1-2;

3) Reject the bid protest of Empire Equipment Service, Inc, (Empire) and accept bid and authorize award of contract SB-2025-1 to the lowest responsive bid and responsible bidder, Innovative Construction Solutions, in the amount of $3,199,190.00;

4) Authorize Amendment No. 2 to Agreement No. 1555 with ENGEO a not-to-exceed amount of $59,800.00 for engineering construction support services; and

5) Establish project budget in the amount of $3,778,290

9. TERMINATE THE INACTIVE CONJUNCTIVE USE PROGRAM STORAGE AGREEMENT WITH METROPOLITAN WATER DISTRICT

RECOMMENDATION: Terminate the Conjunctive Use Program Storage Agreement with the Metropolitan Water District

10. EXECUTION OF ACCESS AGREEMENTS FOR EXISTING MONITORING WELL SITES SCS-3, -4, -8 AND OM-8 ON COUNTY OF ORANGE PROPERTY

RECOMMENDATION: Authorize the General Manager to finalize and execute a no-cost 10-year term license agreement with the Orange County Flood Control District for continued access to existing monitoring wells SCS-3, SCS-4, and SCS-8 and a no-cost 10-year term entry permit agreement with the County of Orange for continued access to existing monitoring well site OM-8

11. FIELD HEADQUARTERS ABOVEGROUND GASOLINE STORAGE TANK PROJECT BUDGET INCREASE

RECOMMENDATION: Increase project budget by $35,000 for a total project budget of $155,000

12. REQUEST FOR QUALIFICATION ON-CALL ENVIRONMENTAL SERVICES

RECOMMENDATION: Authorize issuance of a Request for Qualifications for On-Call Environmental Consultants

13. AMENDMENT TO AGREEMENT WITH CITY OF SANTA ANA AND MOULTON NIGUEL WATER DISTRICT

RECOMMENDATION: Authorize execution of Amendment to Agreement with the city of Santa Ana and the Moulton Niguel Water District

ITEMS RECOMMENDED FOR APPROVAL AT ADMINISTRATION FINANCE COMMITTEE MEETING HELD APRIL 10 (ITEMS NO. 14 - 19)

14. MONTHLY CASH CONTROL REPORTS

RECOMMENDATION: Receive and file Summary Cash and Cash Equivalents Control Reports dated March 31, 2025

15. INVESTMENT PORTFOLIO HOLDINGS REPORTS

RECOMMENDATION: Receive and file the Investment Portfolio Holdings Reports dated March 31, 2025

16. ADDITIONAL FUNDS FOR WATER PRODUCTION R&R FUND R21012

RECOMMENDATION: Authorize issuance of additional funds in the amount of $60,532 to the Water Production Refurbishment and Replacement account R21012

17. SELECTION OF INDEPENDENT AUDIT FIRM

RECOMMENDATION: Authorize execution by the General Manager of engagement letter with Davis Farr LLP for a three year period to perform the annual independent audit and the Single Audit of Federal Grants (if required) for the fiscal year ending June 30, 2025, through June 30, 2027; and the Money Purchase Plan audit and 457 plan audit for the calendar year December 31, 2025 through December 31, 2027 for a total amount not to exceed $54,840 each year

18. ADDITIONAL FUNDS FOR OPERATING COSTS OF THE WETLAND OPERATIONS FACILITIES

RECOMMENDATION: Authorize issuance of additional funds in the amount of $45,500 to the Wetland Operations general fund account line item 1062.57016

19. SURPLUS OF LAB FILE CABINETS AND FIELD HEADQUARTER HEAVY-DUTY EQUIPMENT

RECOMMENDATION: Declare items on Surplus List as of April 1, 2025, surplus and authorize the sale and disposal thereof

MATTER FOR CONSIDERATION

20. PROPOSED FISCAL YEAR 2025-26 BUDGET

RECOMMENDATION: Approve the proposed FY2025-26 Budget

INFORMATIONAL ITEMS

21. SAWPA UPDATE

22. WATER RESOURCES REPORT

23. COMMITTEE/CONFERENCE/MEETING REPORTS

- March 28 - Property Management Committee (Chair Sheldon)
- April 03 - Communications and Legislative Committee (Chair Tran)
- April 09 - Water Issues Committee (Chair Green)
- April 10 - Administration and Finance Issues Committee (Chair Yoh)

- Reports on Committees/Conferences/Meetings Attended at District Expense (at which a quorum of the Board was present)

24. VERBAL REPORTS

- PRESIDENT'S REPORT
- GENERAL MANAGER'S REPORT
- DIRECTORS' REPORTS
- GENERAL COUNSEL REPORT

RECESS TO CLOSED SESSION

- **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, [Government Code Section 54956.9(d)(1)] – OCWD v. 3M Company et al.**

RECONVENE IN OPEN SESSION

ADJOURNMENT

Agenda Posting: In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website: www.ocwd.com not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Assistant District Secretary. Backup material for the Agenda is available at the District offices for public review and can be viewed online at the District's website: www.ocwd.com.

Accommodations to the Disabled: Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the District Secretary at (714) 378-3234 or by email at cfuller@ocwd.com. Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

Availability of Agenda Material: As a general rule, agenda reports or other written documentation that has been prepared or organized with respect to each item of business listed on the agenda can be reviewed at www.ocwd.com. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the Board of Directors in connection with an open session agenda item are also on file with and available for inspection at the Office of the District Secretary, 18700 Ward Street, Fountain Valley, California, during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Orange County Water District office.

AGENDA ITEM SUBMITTAL

Meeting Date: April 16, 2025

To: Board of Directors

From: John Kennedy

Staff Contact: R. Fick/C. Olsen

Budgeted: N/A
Program/Line Item No.: N/A
Cost Estimate: N/A
Program/Line Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: PUBLIC HEARING TO CONSIDER WATER YEAR 2025-26 REPLENISHMENT ASSESSMENTS, BASIN EQUITY ASSESSMENT, BASIN PRODUCTION PERCENTAGE, PRODUCTION REQUIREMENT LIMITATION AND SURCHARGE

SUMMARY

The District Act requires a public hearing be held each April to establish the Replenishment Assessment (RA), Additional Replenishment Assessment (ARA), Basin Production Percentage (BPP), Production Limitation and Surcharge, and the Basin Equity Assessments (BEA).

The attached resolutions are based on establishing the combined RA and ARA at $711 per acre-foot. The BPP would remain at 85%. A Production Limitation of 100% would be established along with a Surcharge of $2,000/acre-foot for groundwater production above the Production Limitation.

The rates established by the Board will become effective July 1, 2025.

Attachments:

- Presentation material
- Public Hearing Notice

RECOMMENDATION

Adopt resolutions as follows:

1. Resolution A – Finding and Determining a Groundwater Basin Overdraft Exists (requires 6 votes)

2. Resolution B – Levying a Replenishment Assessment of $355.5/acre-foot for Water Produced During Water Year 2025-26 (requires 6 votes)

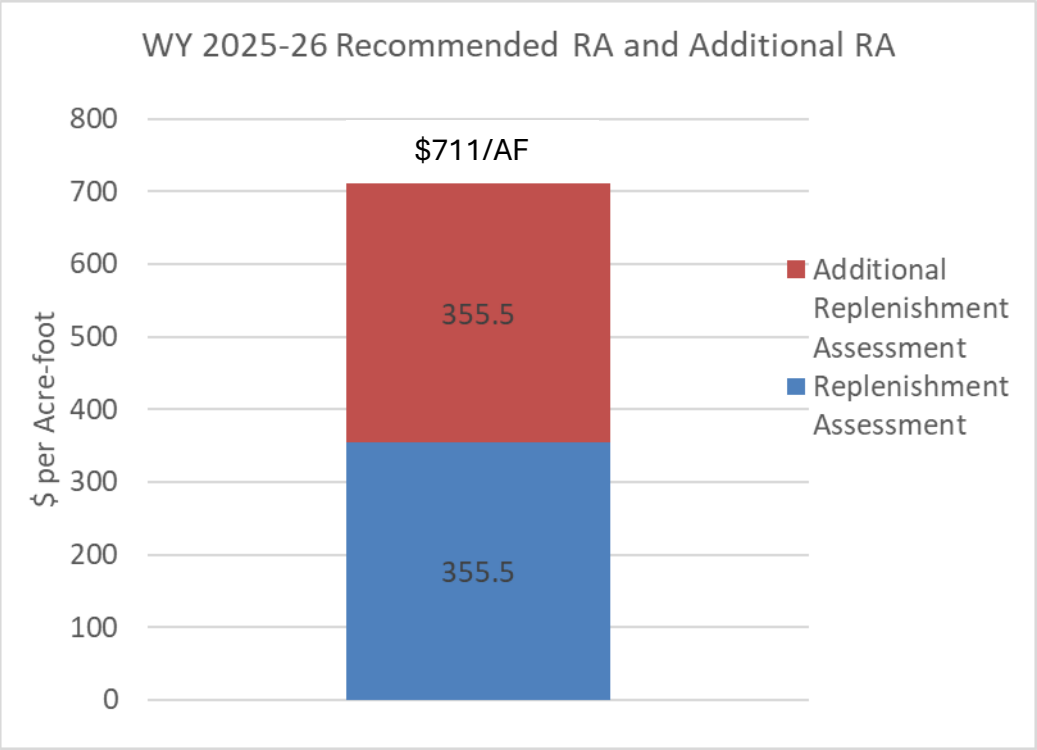
3. Resolution C – Levying an Additional Replenishment Assessment of $355.5/acre-foot and a Fixed Charge Replenishment Assessment of $711 for Water Produced During Water Year 2025-26, and Determining the RA and ARA are exempt from CEQA (requires 8 votes)

4. Resolution D – Establishing the Basin Production Percentage at 85%, Establishing a Production Limitation of 100% and Surcharge of $2,000/acre-foot and Determining the Need and Desirability to Levy Basin Equity Assessments and Amount Thereof, and determining the BPP, BEA and Limitations are exempt from CEQA (requires 8 votes)

DISCUSSION

On March 19, 2025, a public hearing was held on the Water Year (WY) 2023-24 Engineer's Report, which provided information on groundwater conditions, water supply, and basin utilization. At that meeting the Board scheduled a public hearing for April 16, 2025, to consider the need and desirability to levy replenishment and basin equity assessments.

The proposed budget discussed with the Board on March 5, 2025, recommended increasing the combined RA and ARA from $688 to $711 per acre-foot. The BPP was proposed at 85%. After several meetings with the Board and Groundwater Producers, no change has been made to those recommendations.



Overdraft Projections

Staff previously estimated the June 30, 2025, accumulated overdraft would be in the area of 121,000 acre-feet, which is reflected in the March 19, 2025, Engineer's Report. The official overdraft for June 30, 2025 will be calculated in July and August and presented to the Board in September. For WY 2025-26, with the recommended 85% BPP, the accumulated overdraft would decrease by approximately 20,000 acre-feet

assuming average hydrological conditions. The following table provides the figures supporting that estimate.

Expected WY 2025-26 Groundwater Basin Water Balance
85% Basin Production Percentage

Sources	Amount (af)
Captured Santa Ana River Baseflows	74,000
Captured Santa Ana River Stormflows	72,000
Natural Incidental Recharge	40,000
MWD Untreated Full Service Water	0
GWR System	128,000
Alamitos Seawater Barrier	3,000
Total water recharged	**317,000**
Expected Basin Pumping at 85% BPP with PFAS issue	(297,000)
Increase in water storage supplies or reduction to accumulated overdraft	20,000

Basin Production Percentage (BPP)

The BPP is the ratio of groundwater to groundwater plus supplemental water used within OCWD. The FY 2025-26 budget and the attached resolutions are based on establishing a BPP of 85%. Total groundwater pumping for use within the District is expected to be in the area of 297,000 acre-feet. The BPP can be changed during the fiscal year via a public hearing process.

Basin Equity Assessment (BEA)

The BEA is paid for groundwater pumping by a Producer that exceeds the BPP and is assessed in addition to the RA and ARA. The District Act gives OCWD the discretion to set the BEA at a “uniform or non-uniform” amount for the Producers. Historically, the District has set the BEA at an amount so that groundwater pumped above the BPP costs the same as imported water. Therefore, any Producer who decides to pump above the BPP is not getting a water supply pricing advantage over Producers who pump to the BPP.

Production Limitation and Surcharge

The District also has the authority to establish a Production Limitation and Surcharge to limit groundwater production. Any groundwater pumping above the Production Limitation would pay the Surcharge in addition to the RA, ARA, and BEA (if the groundwater pumping is above the BPP). The Production Limitation is an additional tool to assist the District in managing groundwater pumping, achieving overall basin management goals, and preventing adverse impacts to the Basin.

The Production Limitation is an important tool in OCWD’s ability to manage groundwater production within the Basin. The Production Limitation is currently set at 100% and staff

recommends maintaining it at 100% for WY2025-26 in order to protect the health of the Basin. The Surcharge for groundwater pumping above the Production Limitation is a penalty used to enforce the Production Limitation - It is not a water rate or other revenue producing assessment. Just as in WY 2024-25, the WY 2025-26 recommended surcharge of $2,000 per acre foot is intended to penalize excessive production above a Producer's total water demand within the District. The surcharge is not intended to generate revenue, and no revenue from the surcharge is forecast in the OCWD Budget.

In order to have a sufficient deterrent, the Surcharge must impose a sufficiently large cost so as to strongly disincentive prohibited conduct by a Producer, conduct that individually or cumulatively could harm the Basin or otherwise impose costs upon the operations of other Producers. If each Producer pumped at or above its total water demand within the District, the result would be an additional overdraft of approximately 73,000 acre-feet per year. Indeed, OCWD has observed that excessive pumping by individual Producers has the potential to cause localized depressions in key production areas of the basin, potentially degrading water quality and reducing groundwater levels in nearby wells and necessitating new capital projects such as the Mid-Basin Injection Project to proactively mitigate potential adverse effects of localized over-extraction. The Production Limitation and Surcharge proposed herein are intended to prevent such adverse effects while protecting the water supply of the District for all Producers and water users within the District.

The Production Limitation and Surcharge send a strong pricing signal to the Groundwater Producers to not pump excessive amounts of groundwater. The OCWD Act does not specify the amount that the Board may set as a Surcharge, only that it is within the "discretion of the Board" to set the amount. The $2,000 an acre foot surcharge proposed for WY2025-26, just as in WY 2024-25, was established with reference to the surcharge of $2,400 per AF approved by the OCWD Board in WY 2009-10. At the time, $2,400 an acre foot exceeded the penalty rate that the Metropolitan Water District (MWD) assessed for excessive use of imported water. In WY 2010-11, the OCWD Board again set a Surcharge to enforce and penalize violations of a Production Limitation. The WY 2010-11 Surcharge was approved by the OCWD Board at $2,800 per AF. Any Surcharge would be ineffective as a penalty if it did not exceed the cost of a Producer purchasing imported water, and $2,000 per acre foot is substantially less than the surcharges set by OCWD in WY 2009-10 and WY 2010-11. The reasons for recommending a Production Limitation and Surcharge in WY 2025-26 are further summarized below.

- OCWD has Groundwater Producers with service area boundaries that extend outside of the District's boundaries. This creates a possible scenario where these Producers could pump more groundwater than their actual total water demands (groundwater and supplemental imported water use) within OCWD. Under this scenario the Producer could be serving groundwater outside of OCWD's service area in a manner that violates the OCWD Act since these areas have not been annexed into OCWD, and OCWD requires annexation into the District as a precondition of receiving groundwater produced within the District. Unlimited pumping within OCWD by Producers who use water outside of OCWD would make it virtually impossible to manage the Basin for the benefit of District residents (whose property taxes partially paid for OCWD's current and future

facilities) as year to year demand of each exporting Producer, and the resulting cumulative overdraft each year, would be difficult to predict. OCWD only has limited facilities capable of replenishing and conserving water for the benefit of users within the District. They are sized to serve the total water demand of persons within the District. The demand for OCWD groundwater by persons outside of the District, on the other hand, is essentially limitless. The Production limitation reasonably limits each Producer to taking no more than their total water demand within the District, thereby allowing OCWD's existing facilities to protect the Basin and prevent basin-wide or localized overdrafts that harm users within the District.

- Setting a 100% Production Limitation along with a Surcharge will disincentivize any Groundwater Producer from unilaterally pumping groundwater in excess of its total water demands within OCWD and potentially exporting the groundwater to agencies and persons outside of OCWD. The setting of a Production Limitation and a Surcharge could also deter this situation from occuring and thus avoid any necessary legal action against those Producers who seek to export water to lands that have not been annexed to the District.

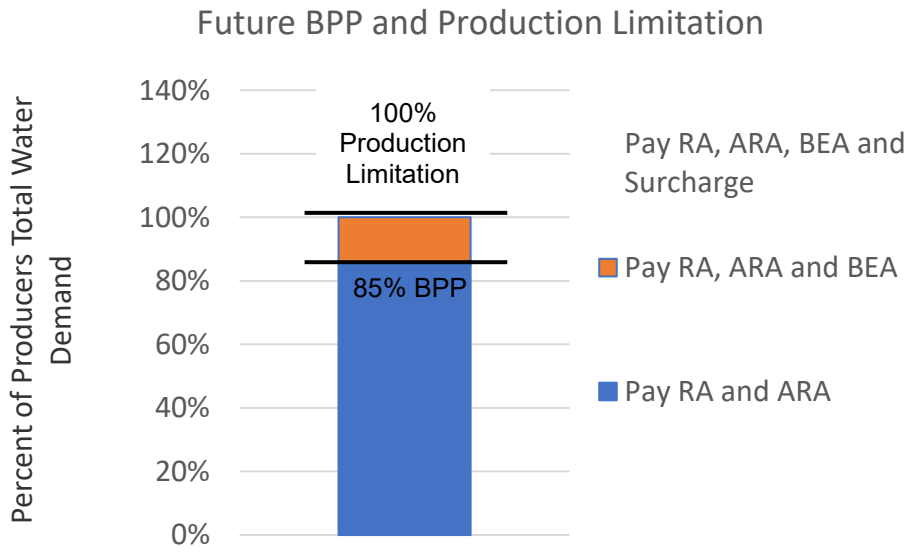
- The Basin has an annual and an accumulated overdraft as defined by the District Act as documented in the annual Engineers Report on Groundwater Basin Conditions. The District works to reduce the overdraft and increase water storage supplies in the basin. It should be noted that total water demands (met by groundwater and imported water) within the District are typically around 370,000 acre-feet per year, however allowable groundwater pumping generally needs to be kept in the area of 315,000 acre-feet per year to match water supplies available to OCWD and being recharged in the Basin with existing or planned facilities to maintain a sustainable operation. If groundwater pumping were allowed to significantly increase for a few years, because Producers could pump in excess of their total water demand within District boundaries, the groundwater basin accumulated overdraft could grow reducing water supplies needed for drought periods. Additionally, seawater intrusion would be expected to increase in unprotected coastal areas, thereby potentially degrading the supplies of the District.

The recommended $2,000/acre-foot Surcharge would make the cost of groundwater over the Production Limitation substantially greater than the cost of MWD Tier II treated non-interruptible water as shown below. This should be a sufficient amount to discourage and penalize groundwater production above the Production Limitation.

Cost of Groundwater Production above the Production Limitation	**$/af**
Combined RA/ARA	$711/af
Average Power cost to pump groundwater	$152/af
Average BEA	$688/af
Surcharge	$2,000/af
Total	$3,551/af

Cost of MWD Water	
Estimated January 2026 Cost of MWD Tier I Treated Non-interruptible Water	$1,528/af
Approximate Readiness-to-serve unit cost	$113/af
Total	$1,641/af

The recommended 85% BPP and 100% Production Limitation for WY2025-26 are shown in the following figure.



OCWD has set a Production Limitation in most years since 1980, and in every year since WY 2009-10. Production Limitations are used by OCWD management to accomplish a variety of different basin management goals, including reducing groundwater pumping in specific areas of the District to prevent localized problems. For example, Groundwater Producers along the coast have been given a Production Limitation less than the BPP to reduce their groundwater pumping to assist in efforts to prevent seawater intrusion. In WY2001-02 and WY2002-03 the District gave Mesa Water District a Production Limitation of 65%. The BPP was 75% in those two years. The Mesa Production Limitation reduced Mesa's groundwater pumping along the coast and near an area of the basin where colored water was suspected of upwelling into the principal aquifer from deeper aquifers. The reduction in pumping assisted in efforts to prevent seawater intrusion and in efforts to prevent colored water from migrating into clear groundwater wells.

For these reasons, and in order to protect the water supply of the District, and to protect water users within the District, OCWD staff recommends that the Board adopt Resolutions A-D.

PRIOR RELEVANT BOARD ACTION(S)

N/A

MEMORANDUM

DATE: April 2, 2025

TO: Board of Directors

FROM: John Kennedy

SUBJECT: **MANAGER'S RECOMMENDATION ON REPLENISHMENT ASSESSMENT RATES, BASIN PRODUCTION PERCENTAGE, AND THE BASIN EQUITY ASSESSMENT RATES**

Based upon the information included in the *2023-24 Engineer's Report on Groundwater Conditions, Water Supply and Basin Utilization in the Orange County Water District,* dated March 2025, and other more recent data relating to groundwater and imported water supply conditions, it is recommended that the Board of Directors establish the following regarding the Replenishment Assessments (RA), Basin Production Percentage (BPP), Basin Equity Assessments (BEA) and Production Limitation and Surcharge for water year 2025-26.

1. That the Replenishment Assessment for the water year July 1, 2025 to June 30, 2026 shall be $355.5 per acre-foot.

2. That the Additional Replenishment Assessment for the water year July 1, 2025 to June 30, 2026 for other than irrigation uses shall be $355.5 per acre-foot.

3. That the fixed charge Replenishment Assessment for the water year July 1, 2025 to June 30, 2026 shall be $711 for any water producing facility having a discharge opening not greater than two inches in diameter and which does not provide water for an area in excess of one acre.

4. That the Basin Production Percentage to achieve management objectives during the water year July 1, 2025 to June 30, 2026 is 85 percent.

5. That the Basin Equity Assessment be set at $0/AF for such present Agricultural Irrigation Users who do not have a supplemental water connection.

6. That the Basin Equity Assessments to be levied against all other persons and operators on water produced from the groundwater in excess of the Basin Production Percentage is as shown in Table 1.

7. That a Production Limitation of 100% be established for all Groundwater Producers.

8. That a Surcharge of $2,000/af be established for any water produced above the Production Limitation.

These recommendations are based upon current information included in the 2023-2024 *Engineer's Report* as follows:

1. That the average annual basin storage decrease for the immediate past five water years without supplemental replenishment water is ....94,900 AF

2. That the annual basin overdraft for the current water year, July 1, 2024 to June 30, 2025 without supplemental replenishment water is estimated to be ....118,000 AF

3. That the estimated annual basin overdraft for the ensuing water year, July 1, 2025 to June 30, 2026 without supplemental replenishment water is ....111,000 AF

4. That the accumulated overdraft[1] as of the last day of the preceding water year, to wit, June 30, 2024 is ....133,000 AF

5. That the accumulated overdraft as of the last day of the current water year, June 30, 2025 is estimated to be ....121,000 AF

6. That the maximum amounts of water which could be purchased pursuant to the District Act from the Replenishment Fund for the replenishment of the groundwater supplies of the District for the ensuing water year is ....108,200 AF

7. That the recommended amount of water to be purchased for the replenishment of the groundwater supplies of the District for the ensuing water year, excluding supplies for the Talbert seawater intrusion barriers, is..... .....8,000 AF

8. That the amount of money necessary to purchase the recommended amount of water to replenish the groundwater supplies of the District for the water year July 1, 2025 to June 30, 2026 is..... ..... $11.1 million

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[1] Accumulated overdraft is defined in the District Act as “the amount of water necessary to be replaced in the intake area of the groundwater basin….to prevent the landward movement of ocean water into the fresh groundwater body, as determined by the board of directors from time to time.”

Table1

2025-26 Basin Equity Assessments (BEA)
Effective July 1, 2025 - June 30, 2026
($ per Acre-Foot)

Agency	MWD (1) Rate	RTS (2)	RA	Energy Cost (3)	BEA Rate
	a	b	c	d	(a+b) - (c+d)
City of Anaheim (4)	$1,102	$113	$711	$123	$381
City of Buena Park (5)	$1,462	$113	$711	$122	$658
East Orange County Water District	$1,462	$113	$711	$171	$693
City of Fountain Valley	$1,462	$113	$711	$123	$740
City of Fullerton	$1,462	$113	$711	$138	$726
City of Garden Grove	$1,462	$113	$711	$162	$701
Golden State Water Company	$1,462	$113	$711	$129	$735
City of Huntington Beach	$1,462	$113	$711	$88	$776
Irvine Ranch Water District	$1,462	$113	$711	$167	$697
City of La Palma	$1,462	$113	$711	$130	$734
Mesa Water District	$1,462	$113	$711	$145	$718
City of Newport Beach	$1,462	$113	$711	$87	$777
City of Orange	$1,462	$113	$711	$166	$697
City of Santa Ana	$1,462	$113	$711	$159	$705
City of Seal Beach	$1,462	$113	$711	$140	$723
Serrano Water District	$1,462	$113	$711	$275	$589
City of Tustin	$1,462	$113	$711	$202	$661
City of Westminster	$1,462	$113	$711	$122	$741
Yorba Linda Water District	$1,462	$113	$711	$238	$626
All Ag Irrigation Use	$1,462	N/A	$356	$117	$989
Ag Irrigation Use without MWD access					$0
All Others	$1,462	$113	$711	$152	$712

(1) Avg. of 2026 MWD Treated Tier I Full Service rate and 2025 rate ($1,528/af and $1,395/af) for MWDOC member agencies

(2) Readiness-to-serve (RTS) is based on an average of $113/af for all MWDOC agencies

(3) Includes estimate of $25/af to account for incremental increased maintenance cost when pumping above BPP and for additional disinfection cost for treating groundwater and an allowance for the Producers Share of PFAS O&M treatment cost

(4) Anaheim BEA based upon the City taking 70% of its MWD water at the untreated rate

(5) Per agreement in January 2018 Buena Park BEA to be reduced by $83/af

RESOLUTION A

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT FINDING AND DETERMINING A GROUNDWATER BASIN OVERDRAFT EXISTS

WHEREAS, the report and recommendation of the General Manager on the amount of the replenishment rates, which includes a consideration of the amount of money necessary for replenishment purposes and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District, has been heard; and

WHEREAS, pursuant to the provisions of the Orange County Water District Act, an engineering investigation and report concerning the condition of the groundwater supplies of the Orange County Water District has been filed and presented to the Board of said District, and a public hearing was held on March 19, 2025, for the purpose of considering the groundwater conditions of said District and to hear persons supporting or protesting the written engineering investigation and report on file with said District; and

WHEREAS, all notices as required regarding said hearing were given and all persons were permitted an opportunity to submit any evidence to this Board; and said matter was submitted to this Board of Directors for their finding and determination;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Directors of the Orange County Water District finds and determines that an overdraft, both annual (based on normal hydrology) and accumulated, does exist in the groundwater supplies of said District; and

BE IT FURTHER RESOLVED that this Board of Directors hereby finds and determines as follows:

1. That the average annual overdraft for the immediate past five water years without supplemental replenishment water is ..... 94,900 AF
2. That the annual basin overdraft for the current water year, July 1, 2024 to June 30, 2025 without supplemental replenishment water is estimated to be ..... 118,000 AF
3. That the estimated annual basin overdraft for the ensuing water year, July 1, 2025 to June 30, 2026 without supplemental replenishment water is ..... 111,000 AF
4. That the accumulated overdraft[1] as of the last day of the preceding water year, June 30, 2024, is ..... 133,000 AF

[1] Accumulated overdraft is defined in the District Act as “the amount of water necessary to be replaced in the intake area of the groundwater basin….to prevent the landward movement of ocean water into the fresh groundwater body, as determined by the board of directors from time to time.”

5. That the accumulated overdraft as of the last day of the current water year, assuming average hydrology June 30, 2025 is estimated to be ..... 121,000 AF

6. That the maximum amounts of water which could be purchased pursuant to the District Act from the Replenishment Fund for the replenishment of the groundwater supplies of the District for the ensuing water year is ..... 108,200 AF

7. That the recommended amount of water to be purchased for the replenishment of the groundwater supplies of the District for the ensuing water year, excluding supplies for the Talbert seawater intrusion barrier, is ..... 8,000 AF

8. That the amount of money necessary to purchase the recommended amount of water to replenish the groundwater supplies of the District for the water year July 1, 2025 to June 30, 2026 is ..... $11.1 million

(Affirmative vote of six Board members)

RESOLUTION B

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT LEVYING REPLENISHMENT ASSESSMENT FOR WATER PRODUCED DURING WATER YEAR 2025-26

WHEREAS, the engineering investigation and report concerning the condition of the groundwater supplies of the Orange County Water District has been made and filed; and

WHEREAS, the report and recommendation of the General Manager on the amount of the replenishment rate, which includes a consideration of the amount of money necessary for replenishment purposes and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District, has been heard; and

WHEREAS, on March 19, 2025, the District provided public documents on a potential increase to the Replenishment Assessment to be levied and imposed on each groundwater producer, and the basis and reasons for the proposed Replenishment Assessment; and

WHEREAS, a duly-noticed public hearing was held on March 19, 2025, concerning the condition of the groundwater supplies of this District and a duly-noticed public hearing was held on April 16, 2025, for the purpose of determining the need and desirability of levying a Replenishment Assessment; and

WHEREAS, no written protests were filed against the adoption, levy and imposition of the proposed Replenishment Assessment; and

WHEREAS, this Board has found and determined that an annual and accumulated overdraft does exist;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: That the Board of Directors does hereby find and determine that it is necessary and desirable to levy a Replenishment Assessment and to fix the rate thereof for the purchase of water to replenish the groundwater supplies of said District and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District for the ensuing water year.

Section 2: That, based upon the staff report and presentation, the proposed fiscal year 2025-26 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares as follows:

(a) In accordance with Sections 23 and 27 of the Orange County Water District Act, the purposes of the Replenishment Assessment are to generate revenues sufficient to acquire water to replenish the average annual overdraft for the immediate five years plus an additional amount of water sufficient to eliminate over a period of not less than 10 years nor more than 20 years the accumulated overdraft, and to provide the services and to pay the costs of initiating, carrying on, and completing the powers,

projects and purposes for which the District was organized and which are authorized by the Board of Directors;

(b) The revenues derived from the levy and imposition of the Replenishment Assessment do not exceed the reasonable costs to the District of acquiring water, providing the groundwater management and replenishment services and carrying out the powers, projects and purposes for which the District was organized and which are authorized by the Board of Directors;

(c) The Replenishment Assessment is imposed for groundwater management and replenishment services to pay the costs of initiating, carrying on, and completing the powers, projects and purposes for which the District was organized and which are authorized by the Board of Directors, which are not provided to or which do not provide a benefit to persons who are not charged directly or indirectly the Replenishment Assessment;

(d) The manner in which the Replenishment Assessment is allocated to and imposed on any operator of a groundwater producing facility bears a fair and reasonable relationship to the operator's burdens on, or benefits received from, the District's groundwater management and replenishment services and such other projects and purposes for which the District was organized and which are authorized by the Board of Directors; and

(e) No Replenishment Assessment shall be levied or imposed upon any operator of any groundwater producing facility unless that operator produces groundwater.

Section 3: That pursuant to the provisions of Section 27 of the Orange County Water District Act, and based upon the finding that an overdraft, either annual or accumulated, exists, a Replenishment Assessment is hereby levied and assessed against all persons operating water producing facilities and producing water during the ensuing water year, from July 1, 2025, to and including June 30, 2026, from the groundwater supplies of said District at the uniform rate of $355.5 per acre-foot of water produced by all persons during the ensuing water year. The Board of Directors finds and determines that the replenishment rate of $355.5 per acre-foot of water produced by all persons during the ensuing water year does not exceed the amount necessary to purchase sufficient water to replenish the average annual overdraft for the immediate five years, plus an additional amount of water sufficient to eliminate over a period of not less than 10 years nor more than 20 years the accumulated overdraft, plus an amount to pay the costs of initiating, carrying on and completing the powers, projects and purposes for which the District was organized.

Section 4: That the Secretary of this District is hereby instructed and directed to give notice of the levy of this Replenishment Assessment as required by the Orange County Water District Act.

(Affirmative vote of six Board members)

RESOLUTION C

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT LEVYING ADDITIONAL REPLENISHMENT ASSESSMENT AND FIXED CHARGE REPLENISHMENT ASSESSMENT FOR WATER PRODUCED DURING WATER YEAR 2025-26, AND DETERMINING THE REPLENISHMENT ASSESSMENT AND ADDITIONAL REPLENISHMENT ASSESSMENT EXEMPT FROM CEQA

WHEREAS, the engineering investigation and report concerning the condition of the groundwater supplies of the Orange County Water District has been made and filed; and

WHEREAS, the report and recommendation of the General Manager on the amount of the additional replenishment rate, which includes a consideration of the amount of money necessary for replenishment purposes and to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District, has been heard; and

WHEREAS, on March 19, 2025, the District provided public documents on a potential increase to the Additional Replenishment Assessment to be levied and imposed on each groundwater producer, and the basis and reasons for the proposed Additional Replenishment Assessment; and

WHEREAS, the Additional Replenishment Assessment is paid by all persons operating water producing facilities for all purposes other than irrigation as defined in the District Act; and

WHEREAS, a duly-noticed public hearing was held on March 19, 2025, concerning the condition of the groundwater supplies of this District and a duly-noticed public hearing was held on April 16, 2025, for the purpose of determining the need and desirability of levying an Additional Replenishment Assessment, and fixing the rate thereof; and

WHEREAS, no written protests were filed against the adoption, levy and imposition of the proposed Additional Replenishment Assessment; and

WHEREAS, this Board has heretofore levied a Replenishment Assessment against all persons operating water producing facilities and producing water during the ensuing water year, from July 1, 2025 to and including June 30, 2026, from the groundwater supplies of said District at the uniform rate of $355.5 per acre-foot of water produced by all persons during the ensuing water year;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: That the Board of Directors does hereby find and determine that it is necessary and desirable to levy an Additional Replenishment Assessment and to fix the rate thereof to pay the costs of initiating, carrying on and completing any of the powers, projects and purposes of the District for the ensuing water year.

Section 2: That, based upon the staff report and presentation, the proposed fiscal year 2025-26 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares as follows:

(a) In accordance with Sections 23 and 27.1 of the Orange County Water District Act, the purpose of the Additional Replenishment Assessment is to generate revenues sufficient to provide the services and to pay the costs of initiating, carrying on, and completing the powers, projects and purposes for which the District was organized and which are authorized by the Board of Directors;

(b) The revenue derived from the levy and imposition of the Additional Replenishment Assessment shall not exceed the reasonable cost to the District of providing the groundwater management and replenishment services and carrying out the powers, projects and purposes for which the District was organized and which are authorized by the Board of Directors;

(c) The Additional Replenishment Assessment is imposed for groundwater management and replenishment services and to pay the costs of initiating, carrying on, and completing the powers, projects and purposes for which the District was organized and which are authorized by the Board of Directors, which are not provided to or which do not provide a benefit to persons who are not charged directly or indirectly the Additional Replenishment Assessment;

(d) The manner in which the Additional Replenishment Assessment is allocated to and imposed on any operator of a groundwater producing facility bears a fair and reasonable relationship to that operator's burdens on, or benefits received from the District's groundwater management and replenishment services and such other projects and purposes for which the District was organized and which are authorized by the Board of Directors; and

(e) No Additional Replenishment Assessment shall be levied or imposed upon any operator of any groundwater producing facility unless that operator produces groundwater for purposes other than irrigation.

Section 3: That pursuant to the provisions of Section 27.1 of the Orange County Water District Act, the Board of Directors hereby finds and determines that it is necessary and advisable to levy an Additional Replenishment Assessment against all persons operating water producing facilities for all purposes other than irrigation at a uniform rate per acre-foot for water produced during the ensuing year for the purpose of paying the costs of initiating, carrying on and completing the powers, projects and purposes for which the District is organized. The Board of Directors further finds that the Additional Replenishment Assessment rate of $355.5 per acre-foot of water produced from the groundwater supplies of the District is necessary for the protection of the water supplies of the District and that the amount is reasonable. An Additional Replenishment Assessment is hereby levied and assessed against all persons operating water

producing facilities and producing water from the groundwater supplies of said District for all purposes other than irrigation during the ensuing water year from July 1, 2025 to and including June 30, 2026 at the uniform rate of $355.5 per acre-foot of water for a total of $711 per acre-foot of water produced by said persons during the ensuing water year for purposes other than irrigation.

Section 4: Pursuant to Section 29 of the Orange County Water District Act, the Board of Directors of the Orange County Water District does hereby provide that the operator of any water producing facility within the District which has a discharge opening not greater than two inches in diameter and which does not provide domestic or irrigation water for an area in excess of one acre, in lieu of filing a sworn statement as to the production of groundwater, may pay a fixed Replenishment Assessment and Additional Replenishment Assessment in the amount of $711 for water produced in the ensuing water year, namely July 1, 2025, to June 30, 2026.

Section 5: Based upon the staff report and presentation, the proposed fiscal year 2025-26 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares that the adoption, levy and imposition of the Replenishment Assessment and Additional Replenishment Assessment do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") and are exempt from CEQA under Public Resources Code Section 21080(b)(8) and State CEQA Guidelines §§ 15378(b) (4) and 15273, because the Replenishment Assessment and Additional Replenishment Assessment: (a) involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and (b) are for the purposes of meeting operating expenses (including employee wage rates and fringe benefits), purchasing or leasing supplies, equipment or materials, meeting financial reserve needs and requirements, and obtaining funds for capital projects necessary to maintain the level of service within the District's existing boundaries.

Section 6: That the Board of Directors does hereby find and determine that a producer who operates a groundwater production facility for irrigation purposes as defined in the District Act is not subject to payment of the Additional Replenishment Assessment due to the benefits the District receives from agricultural activity. These benefits include:

- Open tilled agricultural fields contribute to natural incidental recharge of the groundwater basin;
- The District does not incur the costs to provide water quality groundwater testing for agricultural users, which is provided to the operators of water producing facilities for purposes other than agriculture;
- The District and the operators of water producing facilities for agricultural purposes have little to minimal interaction in annual operations. Conversely the District and the operators of facilities for non-agricultural purposes regularly interact and/or coordinate operations. Examples include the MWD Conjunctive Use Program, the Coastal Pumping Transfer Program, attending meetings, coordinating on MWD issues, legislative advocacy, public outreach and the In-lieu program; and

- Some agricultural irrigation water migrates back into aquifer reducing the net impact of groundwater production for agricultural purposes.

Section 7: That the Secretary of this District is hereby instructed and directed to give notice of the levy of the Replenishment Assessment and this Additional Replenishment Assessment as required by the Orange County Water District Act, and to file a Notice of Exemption in accordance with CEQA.

(Affirmative vote of eight Board members)

RESOLUTION D
RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT ESTABLISHING THE BASIN PRODUCTION PERCENTAGE, PRODUCTION LIMITATION, PRODUCTION LIMITATION SURCHARGE, AND DETERMINING THE NEED AND DESIRABILITY TO LEVY BASIN EQUITY ASSESSMENTS AND AMOUNT THEREOF, AND DETERMINING SUCH ACTIONS TO BE EXEMPT FROM CEQA

WHEREAS, pursuant to Section 31.5 of the Orange County Water District Act, an engineering report on water production and the condition of water supplies within the Orange County Water District has been filed and presented to the Board of Directors of said District, and a hearing relating to said production and condition of water supplies was held on Wednesday, March 19, 2025; and

WHEREAS, a duly noticed public hearing was held on April 16, 2025, and evidence was submitted for the purpose of determining the need and desirability of levying Basin Equity Assessments and the amount thereof, as well as the need for establishing production requirements, limitations, and surcharges to enforce said limitations, and the extent thereof, and said matters having been submitted to the Board of Directors for its findings and determinations;

WHEREAS, as documented with Resolution A – Finding and Determining a Groundwater Basin Overdraft Exists, an annual and accumulated overdraft exists with the groundwater basin and the District does not want excessive unexpected quantities of groundwater to be produced, or production of groundwater to occur in a manner that has the potential to harm users of groundwater within the District, which the setting of a Production Limitation and a Surcharge will discourage and penalize.

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: That the Board of Directors does hereby find and determine for the ensuing water year July 1, 2025, to June 30, 2026, as follows:

a. The estimated total amount of water to be produced by all persons or operators within the District from the groundwater within the District is 297,000 acre-feet. Approximately 17,000 acre-feet of this amount has been determined to receive either a partial or full Basin Equity Assessment exemption pursuant to Section 38.1 of the OCWD Act.

b. The estimated total amount to be produced by such persons and operators from groundwater and supplemental sources is 370,000 acre-feet.

c. The Basin Production Percentage is 85 percent. There are no basin Production Requirements.

d. The Production Limitation is 100 percent of a Producer's total water demand within the District for all 19 retail Groundwater Producers and is necessary for the protection of the water supply of the District. The Surcharge for production in excess of the Production Limitation is $2,000 per acre-foot.

e. The Basin Equity Assessment and Production Limitations from groundwater within the District established by this resolution are necessary to prevent excessive groundwater production and to protect the water supply of the District and users of groundwater within the District.

f. The Basin Equity Assessment shall be set at $0 per acre-feet for agricultural irrigation use producers who do not have a supplemental water connection, and that such amount is reasonable.

g. The Basin Equity Assessments to be levied against all other persons and operators in a dollar amount per acre-foot of water produced from the groundwater supply (in excess of the basin production percentage) for all purposes including irrigation are as follows:

Table 1 - Basin Equity Assessments

Groundwater Producer	**BEA ($/AF)**
City of Anaheim	381
City of Buena Park	658
East Orange County Water District	693
City of Fountain Valley	740
City of Fullerton	726
City of Garden Grove	701
Golden State Water Company	735
City of Huntington Beach	776
Irvine Ranch Water District	697
City of La Palma	734
Mesa Water District	718
City of Newport Beach	777
City of Orange	697
City of Santa Ana	705
City of Seal Beach	723
Serrano Water District	589
City of Tustin	661
City of Westminster	741
Yorba Linda Water District	626
All producers for agricultural irrigation use	989
Producers for agricultural Irrigation Use without MWD Access	0
All Others	712

j. The amount of each such Basin Equity Assessment is reasonable.

k. During the ensuing water year, upon the District giving published notice thereof, pursuant to Section 6061 of the Government Code, in a newspaper of general circulation printed and published within the District at least 10 days prior to such hearing, a subsequent public hearing may be held to modify the basin production percentage, any Basin Equity Assessments, any surcharge, or any production requirement or limitation established by the District.

Section 2: That pursuant to Section 31.5(h) of the Orange County Water District Act, all persons and operators who produce 25 acre-feet or less of water from groundwater within the District shall be excluded from the levy of the Basin Equity Assessments and production requirements and limitations provided for herein.

Section 3: The Board of Directors finds and determines that the establishment of the basin production percentage, production limitations, and the adoption, levy and imposition of basin equity assessments and surcharges are exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guideline §15378(b)(2) since they involve continuing administrative activities such as general policy and procedure making.

Section 4: Based upon the staff report and presentation, the proposed fiscal year 2025-26 budget presented by the General Manager, and the testimony and evidence presented at the public hearing, the Board of Directors finds and declares that the adoption, levy and imposition of the basin equity assessments, production limitations and surcharges do not constitute a "project" within the meaning of CEQA and are exempt from CEQA under Public Resources Code Section 21080(b)(8) and State CEQA Guidelines §§ 15378(b)(4) and 15273, because the basin equity assessments production limitations and surcharges: (a) involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and (b) are for the purposes of meeting operating expenses (including employee wage rates and fringe benefits), purchasing or leasing supplies, equipment or materials, meeting financial reserve needs and requirements, and obtaining funds for capital projects necessary to maintain the level of service within the District's existing boundaries.

Section 5: That the Secretary of this District is hereby instructed and directed to give notice of the Basin Production Percentage, Basin Equity Assessments, the Production Limitation and the Production Limitation Surcharge as required by the Orange County Water District Act, and to file a Notice of Exemption in accordance with CEQA.

(Affirmative vote of eight Board members)



ORANGE COUNTY WATER DISTRICT
Public Hearing

Board of Directors Meeting

April 16, 2025

To Consider the Need and Desirability to Levy a Replenishment Assessment, Additional Replenishment Assessment; Basin Equity Assessment, Production Requirement, Production Limitation and Surcharge and Basin Production Percentage

Background Information

- District Act requires that a Public Hearing be held each April to consider the:
  - Replenishment Assessment (RA)
  - Additional Replenishment Assessment (ARA)
  - Basin Equity Assessment (BEA)
  - Basin Production Percentage (BPP)
  - Production Requirement
  - Production Limitation and Surcharge

Background Information

- Reviewed Annual Engineers Report on March 19, 2025, and determined that an annual basin overdraft and accumulated basin overdraft condition exists (Per District Act)
- Engineers Report provides the data used in the attached resolutions

Summary of Resolutions

Resolution	Description
A	An annual and/or accumulated basin overdraft exist **(requires 6 votes)**
B	Necessary to levy a Replenishment Assessment **(requires 6 votes)**
C	Necessary to levy an Additional Replenishment Assessment **(requires 8 votes)**
D	Necessary to establish a Basin Production Percentage, Production Limitation, Surcharge, and Basin Equity Assessment **(requires 8 votes)**

Resolution A:
Finding and Determination Regarding Basin Overdraft

- That the average annual overdraft (basin storage decrease) for the immediate past five water years is 94,900 af (as defined in District Act)
- That the groundwater basin's accumulated overdraft as of the last day of the water year (6/30/24) is 133,000 af

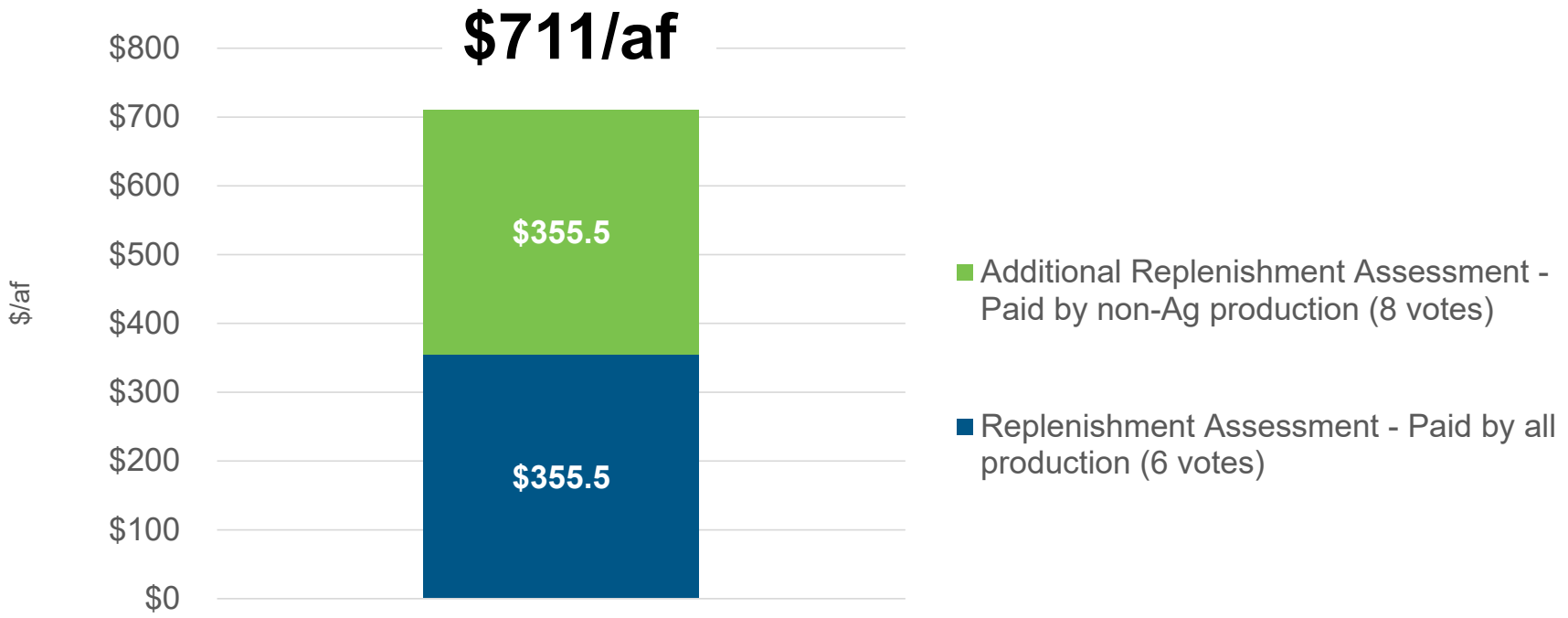
Resolution B:
Need to Levy a Replenishment Assessment

- Establish Replenishment Assessment at $355.5/af
  - Paid by all groundwater production
  - Requires 6 votes

Resolution C:
Need to Levy an Additional Replenishment Assessment and a Fixed Charge Replenishment Assessment

- Establish Additional Replenishment Assessment at $ 355.5/af
  - Paid by all non-agricultural production
  - Requires 8 votes
- Establish Fixed Charge Replenishment Assessment
  - Well openings less than 2”
  - Less than 1 acre of land
  - $711 – one annual payment

Replenishment Assessment and Additional Replenishment Assessment



Resolution D
Determining the Need and Desirability to Levy a BPP; BEA; Production Limitation, and Surcharge

- Set Basin Production Percentage at 85%
- Establishes a Basin Equity Assessment for each Producer
  - Table 1 in Board packet
  - Average BEA of $688/af
- Establish a Production Limitation of 100%
- Establish a Surcharge of $2,000/af

Recommendations

- Resolution A – Finding and Determining a Groundwater Basin Overdraft Exists (requires 6 votes)
- Resolution B – Levying Replenishment Assessment of $355.5/acre-foot for Water Produced During Water Year 2025-26 (requires 6 votes)
- Resolution C – Levying an Additional Replenishment Assessment of $355.5/acre-foot and Fixed Charge Replenishment Assessment of $711 for Water Produced During Water Year 2025-26, and Determining the RA and ARA Exemption from CEQA (requires 8 votes)
- Resolution D – Establishing the Basin Production Percentage at 85%, Establishing a Production Limitation of 100% and a Surcharge of $2,000/af and Determining the Need and Desirability to Levy Basin Equity Assessments and Amount Thereof, and determining the BPP, BEA and Limitations Exempt from CEQA (requires 8 votes)

End of Presentation

THE ORANGE COUNTY
REGISTER
1920 Main Street, Suite 209
Irvine, California 92614
(714) 796-7000
legals@inlandnewspapers.com

Orange County Water District
18700 Ward Street
Fountain Valley, California 92708

Account Number:	5179533
Ad Order Number:	0011726614
Customer's Reference/PO Number:	
Publication:	The Orange County Register
Publication Dates:	03/28/2025
Total Amount:	$1176.28
Payment Amount:	$0.00
Amount Due:	$1176.28
Notice ID:	PRggrGADe0WOXBOfKgyE
Invoice Text:	ORANGE COUNTY WATER DISTRICT NOTICE OF PUBLIC HEARING FOR PURPOSE OF DETERMINING NEED AND DESIRABILITY OF LEVYING A REPLENISHMENT ASSESSMENT(S) AND A BASIN EQUITY ASSESSMENT, BASIN PRODUCTION PERCENTAGE, PRODUCTION REQUIREMENT LIMITATION AND SURCHARGE PLEASE TAKE NOTICE that, pursuant to Sections 27, 27.1 and 31.5 of the Orange County Water District Act, a Public Hearing for the purposes of determining the need and desirability of levying a replenishment assessment and fixing the rate thereof and determining the need and advisability of levying an additional replenishment assessment against all persons operating water producing facilities for all purposes other than irrigation, and for the purpose of determining the need and desirability of levying a basin equity assessment and fixing the amount thereof as well as the need for establishing production requirements and limitations and surcharges and the extent thereof as to each person or operator within the District for the ensuing fiscal year, will be held by the Board of Directors of the Orange County Water District on Wednesday, April 16, 2025, at 5:30 p.m., or as soon thereafter, as the matter may be heard at the offices of said District, 18700 Ward Street, Fountain Valley, California, and by electronic and virtual means as described below, at which time and place all persons and operators of water producing facilities within said District may appear and be heard in regard to any of the foregoing matters. * As a convenience for the public, OCWD will hold this Public Hearing by Zoom webinar as well as in person in the District Boardroom. Persons wishing to attend and participate in this Public Hearing may do so by in person attendance,

THE ORANGE COUNTY REGISTER
The Orange County Register
1920 Main Street, Suite 209
Irvine, California 92614
(714) 796-7000

0011726614

Orange County Water District
18700 Ward Street
Fountain Valley, California 92708

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Orange

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Orange County Register, a newspaper of general circulation, printed and published in the City of Irvine*, County of Orange, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Orange, State of California, under the date of November 19, 1905, Case No.A-21046. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/28/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Irvine, California

On this 28th day of March, 2025.

Sandra Campos
Signature

ORANGE COUNTY WATER DISTRICT
NOTICE OF PUBLIC HEARING
FOR PURPOSE OF DETERMINING NEED AND DESIRABILITY OF
LEVYING A REPLENISHMENT ASSESSMENT(S) AND
A BASIN EQUITY ASSESSMENT, BASIN PRODUCTION PERCENTAGE, PRODUCTION REQUIREMENT LIMITATION AND SURCHARGE

PLEASE TAKE NOTICE that, pursuant to Sections 27, 27.1 and 31.5 of the Orange County Water District Act, a Public Hearing for the purposes of determining the need and desirability of levying a replenishment assessment and fixing the rate thereof and determining the need and advisability of levying an additional replenishment assessment against all persons operating water producing facilities for all purposes other than irrigation, and for the purpose of determining the need and desirability of levying a basin equity assessment and fixing the amount thereof as well as the need for establishing production requirements and limitations and surcharges and the extent thereof as to each person or operator within the District for the ensuing fiscal year, will be held by the Board of Directors of the Orange County Water District on Wednesday, April 16, 2025, at 5:30 p.m., or as soon thereafter, as the matter may be heard at the offices of said District, 18700 Ward Street, Fountain Valley, California, and by electronic and virtual means as described below, at which time and place all persons and operators of water producing facilities within said District may appear and be heard in regard to any of the foregoing matters.

* As a convenience for the public, OCWD will hold this Public Hearing by Zoom webinar as well as in person in the District Boardroom. Persons wishing to attend and participate in this Public Hearing may do so by in person attendance, telephonically by dialing (213) 338 8477, or virtually via internet remote access at https://ocwd.zoom.us/j/87881361298 . Since this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are technical issues during the meeting, this Hearing will continue and will not be suspended.
The Orange County Register
Published: 3/28/25

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AGENDA ITEM SUBMITTAL

Meeting Date: April 16, 2025

To: Board of Directors

From: John Kennedy

Staff Contact: M. Ochoa

Budgeted: N/A
Budgeted Amount:
Cost Estimate $4,340,187.26
Funding Source: N/A
Program/Line Item No. N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: APPROVAL OF CASH DISBURSEMENTS

SUMMARY

For the period of March 27, 2025 through April 09, 2025, including manual checks and wire transfers, staff is presenting cash disbursements totaling $4,340,187.26

Accounts Payable:		
03/27/2025 - 04/02/2025	$	869,489.15
04/03/2025 - 04/09/2025	$	2,012,324.15
Payroll	$	1,458,373.96
Total Disbursements	**$**	**4,340,187.26**

RECOMMENDATION

Ratify/Authorize payment of bills

PRIOR RELEVANT BOARD ACTION(S)

Semi-monthly

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
804102	2025-04-02	SIGMA-ALDRICH, INC.	Inv# 564774027	Lab supplies	$502.43		
804102	2025-04-02	SIGMA-ALDRICH, INC.	Inv# 564774027	SHIPPING & HANDLING	$8.97		
804102	2025-04-02	SIGMA-ALDRICH, INC.	Inv# 564777986	Lab supplies	$166.82		
804102	2025-04-02	SIGMA-ALDRICH, INC.	Inv# 564777986	SHIPPING & HANDLING	$18.79		
	Total for Check:	804102				$697.01	$22,700.71
804103	2025-04-02	THERMO ELECTRON NORTH AMERICA LLC	Inv# 9021542771	Valve for IC-MS	$3,286.10		
804103	2025-04-02	THERMO ELECTRON NORTH AMERICA LLC	Inv# 9021542771		$21.75		
	Total for Check:	804103				$3,307.85	$63,134.61
804104	2025-04-02	WECK LABORATORIES, INC.	Inv# W5C0373	BPO WATER ANALYSIS	$120.00		
	Total for Check:	804104				$120.00	$25,868.00
Run Date:	***4/1/2025***				**$4,124.86**	**$4,124.86**	

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122619	2025-04-02	ABSOLUTE STANDARDS, INC.	Inv# 245111	Shipping Handling	$15.00		
122619	2025-04-02	ABSOLUTE STANDARDS, INC.	Inv# 245111	Lab supplies	$191.25		
	Total for Check:	122619				$206.25	$12,493.50
122620	2025-04-02	ACCO ENGINEERED SYSTEMS	Inv# 20672300	Control Module for 901 Switch	$565.50		
122620	2025-04-02	ACCO ENGINEERED SYSTEMS	Inv# 20672300	Control Module for 901 Switch	$531.00		
122620	2025-04-02	ACCO ENGINEERED SYSTEMS	Inv# 20672300	Discount	($21.93)		
	Total for Check:	122620				$1,074.57	$204,117.34
122621	2025-04-02	ACCUSTANDARD, INC.	Inv# 1022131	Lab supplies	$218.38		
122621	2025-04-02	ACCUSTANDARD, INC.	Inv# 1022131	Lab supplies	$152.25		
122621	2025-04-02	ACCUSTANDARD, INC.	Inv# 1022131	SHIPPING & HANDLING	$74.69		
122621	2025-04-02	ACCUSTANDARD, INC.	Inv# 1022254	SHIPPING & HANDLING	$109.28		
122621	2025-04-02	ACCUSTANDARD, INC.	Inv# 1022254	Lab supplies	$22.63		
	Total for Check:	122621				$577.23	$12,059.99
122622	2025-04-02	AGILENT TECHNOLOGIES, INC.	Inv# 129638371	Lab supplies	$1,359.38		
122622	2025-04-02	AGILENT TECHNOLOGIES, INC.	Inv# 129638371	Lab supplies	$598.13		
122622	2025-04-02	AGILENT TECHNOLOGIES, INC.	Inv# 129639527		$405.64		
122622	2025-04-02	AGILENT TECHNOLOGIES, INC.	Inv# 129639527		$123.98		
	Total for Check:	122622				$2,487.13	$177,608.88
122623	2025-04-02	AIR SITES 2000 LLC	Inv# 20028	REPEATER SITE LEASE, MONTHLY	$450.00		
	Total for Check:	122623				$450.00	$4,050.00
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$120.68		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$104.40		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$81.53		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$81.53		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$65.15		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$52.14		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$51.45		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$36.98		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 14CM-VFF6-4PDM	Prizes/ Supplies	$10.86		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 19Y1-RJNR-D7RK		($319.19)		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1FJQ-LWRF-C61L	FESTIVAL - HYDRO. ACTIVITY	$385.40		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1KHR-VJDM-CN93 PRADO	COFFEE MACHINE FOR	$106.67		

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1LHP-W4FM-JY7N	AMAZON PARTS	$60.88		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1LHP-W4FM-JY7N		$12.66		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1NLY-4L3P-63YM	OFFICE SUPPLIES- YADI	$46.20		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1NLY-4L3P-63YM		$3.01		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1PCW-7LD3-6QN9	FESTIVAL - HYDRO. ACTIVITY	$78.13		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1PCW-7LD3-6QN9	FESTIVAL - HYDRO. ACTIVITY	$74.72		
122625	2025-04-02	AMAZON CAPITAL SERVICES, INC	Inv# 1TYR-LY4M-994W	AMAZON PARTS	$684.75		
	Total for Check:	122625				$1,737.95	$32,832.37
122626	2025-04-02	AMAZON WEB SERVICES INC	Inv# 1497-D9HF-CVCL		($31.48)		
122626	2025-04-02	AMAZON WEB SERVICES INC	Inv# 149Y-JW3X-J6C9		$39.08		
122626	2025-04-02	AMAZON WEB SERVICES INC	Inv# 1TYV-FMXR-67J9 RICHIE O	G-2 CLUTCH FOR CART-	$130.49		
122626	2025-04-02	AMAZON WEB SERVICES INC	Inv# 1TYV-FMXR-67J9 RICHIE O	G-2 CLUTCH FOR CART-	$31.48		
	Total for Check:	122626				$169.57	$2,525.68
122627	2025-04-02	AMERICAN WATER CHEMICAL, INC	Inv# 52247571	3/5 41200 lb antiscalant	$50,264.00		
	Total for Check:	122627				$50,264.00	$1,366,869.08
122628	2025-04-02	AVEVA SELECT CALIFORNIA	Inv# 456496	1712	$10,810.00		
122628	2025-04-02	AVEVA SELECT CALIFORNIA	Inv# 456496	1712	$2,700.00		
122628	2025-04-02	AVEVA SELECT CALIFORNIA	Inv# 456496	1712	$985.00		
122628	2025-04-02	AVEVA SELECT CALIFORNIA	Inv# 456605	TopView Software Support Renew	$550.00		
	Total for Check:	122628				$15,045.00	$15,045.00
122629	2025-04-02	B & M LAWN & GARDEN CENTER	Inv# 673129	BPO Landscaping	$43.08		
	Total for Check:	122629				$43.08	$2,918.68
122630	2025-04-02	BANK OF AMERICA, N.A.	Inv# 681759180125PAY	feb 2025	$295.00		
	Total for Check:	122630				$295.00	$294,864.02
122631	2025-04-02	BATTERY SYSTEMS	Inv# 6230812	BPO Batteries	$358.74		
122631	2025-04-02	BATTERY SYSTEMS	Inv# 6230812	Battery fee	$2.00		
	Total for Check:	122631				$360.74	$6,754.70
122632	2025-04-02	BEAR STATE WATER HEATING	Inv# 794965	Service Boiler #1 at Lab	$316.79		
122632	2025-04-02	BEAR STATE WATER HEATING	Inv# 794965	Service Boiler #1 at Lab	$282.84		
	Total for Check:	122632				$599.63	$12,357.60
122633	2025-04-02	BIOTAGE LLC	Inv# 212963	Lab supplies	$2,355.53		

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122633	2025-04-02	BIOTAGE LLC	Inv# 212963		$33.26		
	Total for Check:	122633				$2,388.79	$30,997.81
122634	2025-04-02	BLR	Inv# 19765965	BLR Invoice	$1,310.00		
	Total for Check:	122634				$1,310.00	$1,310.00
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI505572	3/24 41800 lb H.Peroxide	$10,450.00		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI505572	discount	($209.00)		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI505920	3/25 42140 lb citric acid	$27,817.14		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI505920	discount	($556.34)		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI506319	3/26 11.2579 ton caustic soda	$8,276.25		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI506319	carbon emission fee	$172.42		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI506319	superfund tax	$9.00		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI506319	discount	($169.15)		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI507105	3/31 41840 H.Peroxide	$10,460.00		
122635	2025-04-02	BRENNTAG PACIFIC INC.	Inv# BPI507105	discount	($209.20)		
	Total for Check:	122635				$56,041.12	$1,445,350.29
122636	2025-04-02	CALIFORNIA SURVEYING & DRAFTING SUPPLY	Inv# 91527522		$322.93		
122636	2025-04-02	CALIFORNIA SURVEYING & DRAFTING SUPPLY	Inv# 91527522		$37.10		
	Total for Check:	122636				$360.03	$360.03
122637	2025-04-02	CEL ANALYTICAL INC	Inv# 250312-6055	WQ ANALYSIS	$630.00		
	Total for Check:	122637				$630.00	$9,870.00
122638	2025-04-02	CHARLES P. CROWLEY CO,	Inv# 33679	Generated by reorder 2/12/25 2	$1,990.13		
122638	2025-04-02	CHARLES P. CROWLEY CO,	Inv# 33679		$66.93		
122638	2025-04-02	CHARLES P. CROWLEY CO,	Inv# 33687	Generated by reorder 2/19/25 9	$815.63		
122638	2025-04-02	CHARLES P. CROWLEY CO,	Inv# 33687		$51.90		
	Total for Check:	122638				$2,924.59	$18,715.04
122639	2025-04-02	CLEARTEC PACKAGING	Inv# 1019822		$197.77		
122639	2025-04-02	CLEARTEC PACKAGING	Inv# 1019822		$129.69		
122639	2025-04-02	CLEARTEC PACKAGING	Inv# 1019822		$98.79		
	Total for Check:	122639				$426.25	$426.25
122640	2025-04-02	COMPSYCH CORPORATION	Inv# 25040961	District EAP Program for ee's	$1,512.00		
	Total for Check:	122640				$1,512.00	$4,536.00

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122641	2025-04-02	CONSTELLATION NEWENERGY INC.	Inv# 70437025801	02/20/2025 to 03/21/2025	$1,639.69		
Total for Check:		122641				$1,639.69	$12,843,654.70
122642	2025-04-02	DXP ENTERPRISES, INC.	Inv# 54992219	Crosshead Seal- TI Pump JSMITH	$613.35		
122642	2025-04-02	DXP ENTERPRISES, INC.	Inv# 54992219		$16.04		
Total for Check:		122642				$629.39	$268,029.21
122643	2025-04-02	CPI INTERNATIONAL	Inv# 20068619	Lab supplies	$159.86		
122643	2025-04-02	CPI INTERNATIONAL	Inv# 20068619	Lab supplies	$61.99		
122643	2025-04-02	CPI INTERNATIONAL	Inv# 20068619	Discount	($4.08)		
Total for Check:		122643				$217.77	$12,172.76
122644	2025-04-02	DDB ENGINEERING, INC.	Inv# IN202518	Feb25 GWRS 2024 report	$13,860.00		
Total for Check:		122644				$13,860.00	$41,402.00
122645	2025-04-02	E & L ELECTRIC	Inv# 88569N	New Baldor 30 HP motor JHAMMER	$4,175.55		
122645	2025-04-02	E & L ELECTRIC	Inv# 88569N		$255.58		
Total for Check:		122645				$4,431.13	$18,566.28
122646	2025-04-02	EMERSON LLLP	Inv# 30925142	Generated by reorder 2/12/25 3	$2,825.16		
122646	2025-04-02	EMERSON LLLP	Inv# 30925142		$11.83		
Total for Check:		122646				$2,836.99	$144,672.72
122647	2025-04-02	ENGINEERING ANALYTICS, INC	Inv# 25-0142	thru 2/28 South Basin FS	$4,789.50		
Total for Check:		122647				$4,789.50	$10,688.33
122648	2025-04-02	EST ANALYTICAL	Inv# 1094245	Lab supplies	$1,062.84		
122648	2025-04-02	EST ANALYTICAL	Inv# 1094245		$26.20		
Total for Check:		122648				$1,089.04	$5,118.60
122649	2025-04-02	EXCELSIOR ELEVATOR	Inv# 36577	BPO ELEVATOR SERVICE	$583.33		
122649	2025-04-02	EXCELSIOR ELEVATOR	Inv# 36577	Discount	($17.50)		
Total for Check:		122649				$565.83	$8,979.87
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 101-512746	BPO AUTO PARTS	$145.18		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 102-230328	Generated by reorder 3/5/25 10	$30.81		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 12-6449459	Generated by reorder 3/5/25 10	$28.48		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 12-6449459	Generated by reorder 3/5/25 10	$28.43		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 12-6449459	Generated by reorder 3/5/25 10	$28.22		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 164-392366	BPO AUTO PARTS	$300.88		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 164-392384	BPO AUTO PARTS	$105.27		

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 164-392717	BPO AUTO PARTS	$24.91		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 164-392791	BPO AUTO PARTS	$150.38		
122650	2025-04-02	FACTORY MOTOR PARTS	Inv# 164-392791	Battery Fee	$2.00		
	Total for Check:	122650				$844.56	$13,039.22
122651	2025-04-02	FEDERAL EXPRESS CORPORATION	Inv# 8-812-96833	Package Delivery	$116.36		
	Total for Check:	122651				$116.36	$12,841.34
122652	2025-04-02	FERGUSON ENTERPRISES, LLC #1089	Inv# 5143855	Anaheim MOV 8 repair PETE	$265.50		
122652	2025-04-02	FERGUSON ENTERPRISES, LLC #1089	Inv# 5143855	Delivery	$25.00		
	Total for Check:	122652				$290.50	$2,942.28
122653	2025-04-02	FRUIT GROWERS LABORATORY INC	Inv# 420485A	BPO RADIOACTIVITY ANAYLSIS	$1,203.00		
122653	2025-04-02	FRUIT GROWERS LABORATORY INC	Inv# 420486A	BPO RADIOACTIVITY ANAYLSIS	$1,203.00		
122653	2025-04-02	FRUIT GROWERS LABORATORY INC	Inv# 420996A	BPO RADIOACTIVITY ANAYLSIS	$1,203.00		
122653	2025-04-02	FRUIT GROWERS LABORATORY INC	Inv# 501101A	BPO RADIOACTIVITY ANAYLSIS	$161.00		
122653	2025-04-02	FRUIT GROWERS LABORATORY INC	Inv# 502081A	BPO RADIOACTIVITY ANAYLSIS	$103.00		
	Total for Check:	122653				$3,873.00	$30,335.00
122654	2025-04-02	FUEL SERV	Inv# 25-102S	R23017 - Supply and install (1	$12,700.00		
	Total for Check:	122654				$12,700.00	$12,700.00
122655	2025-04-02	GE GRID SOLUTIONS, LLC	Inv# 7001072451	freight	$4,016.92		
122655	2025-04-02	GE GRID SOLUTIONS, LLC	Inv# 7001072451		$49.40		
	Total for Check:	122655				$4,066.32	$9,353.31
122656	2025-04-02	GEIGER	Inv# 5840478	ORDER SUNGLASSES	$1,250.63		
122656	2025-04-02	GEIGER	Inv# 5840478	ORDER SUNGLASSES	$1,250.62		
122656	2025-04-02	GEIGER	Inv# 5840478	S&H	$487.68		
122656	2025-04-02	GEIGER	Inv# 5840478	Discount	($29.89)		
	Total for Check:	122656				$2,959.04	$37,762.20
122659	2025-04-02	GRAINGER INC.	Inv# 9423185728		($23.00)		
122659	2025-04-02	GRAINGER INC.	Inv# 9423185736	Credit	($23.00)		

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122659	2025-04-02	GRAINGER INC.	Inv# 9425914190	BPO INDUSTRIAL SUPPLIES	$201.94		
122659	2025-04-02	GRAINGER INC.	Inv# 9425914190	BPO INDUSTRIAL SUPPLIES	$24.31		
122659	2025-04-02	GRAINGER INC.	Inv# 9425914208	Generated by reorder 2/21/25 8	$77.88		
122659	2025-04-02	GRAINGER INC.	Inv# 9425928273	Cigarette Receptacles JSMITH	$524.48		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286159	BPO INDUSTRIAL SUPPLIES	$134.84		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286159	BPO INDUSTRIAL SUPPLIES	$25.11		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286167	Generated by reorder 3/3/25 6:	$591.82		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286167	Generated by reorder 3/3/25 6:	$519.30		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286167	Generated by reorder 3/3/25 6:	$519.30		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286167	Generated by reorder 3/3/25 6:	$259.83		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286167	Generated by reorder 3/3/25 6:	$151.46		
122659	2025-04-02	GRAINGER INC.	Inv# 9427286167	Generated by reorder 3/3/25 6:	$37.78		
122659	2025-04-02	GRAINGER INC.	Inv# 9428690805	Generated by reorder 3/3/25 6:	$677.60		
122659	2025-04-02	GRAINGER INC.	Inv# 9430063066	BPO INDUSTRIAL SUPPLIES	$63.23		
122659	2025-04-02	GRAINGER INC.	Inv# 9430063082		$727.92		
122659	2025-04-02	GRAINGER INC.	Inv# 9430566076		$33.19		
122659	2025-04-02	GRAINGER INC.	Inv# 9430566076		$27.27		
122659	2025-04-02	GRAINGER INC.	Inv# 9430566076		$20.31		
122659	2025-04-02	GRAINGER INC.	Inv# 9432108992		$822.15		
122659	2025-04-02	GRAINGER INC.	Inv# 9432108992		$183.67		
122659	2025-04-02	GRAINGER INC.	Inv# 9430063074	BPO INDUSTRIAL SUPPLIES	$78.35		
	Total for Check:	122659				$5,655.74	$161,150.44
122660	2025-04-02	HACH COMPANY	Inv# 14401268	DR6000 Annual PM	$1,638.87		
	Total for Check:	122660				$1,638.87	$49,689.55
122661	2025-04-02	HAMILTON COMPANY	Inv# INV-263838	Lab supplies	$84.83		
122661	2025-04-02	HAMILTON COMPANY	Inv# INV-263838	Frt&Handling	$13.91		
	Total for Check:	122661				$98.74	$1,365.62
122662	2025-04-02	HOME DEPOT CREDIT SERVICES	Inv# 1091284	BPO INDUSTRIAL SUPPLIES	$376.05		
122662	2025-04-02	HOME DEPOT CREDIT SERVICES	Inv# 1091285	BPO INDUSTRIAL SUPPLIES	$134.52		
122662	2025-04-02	HOME DEPOT CREDIT SERVICES	Inv# 1617226	BPO INDUSTRIAL SUPPLIES	$3.21		
122662	2025-04-02	HOME DEPOT CREDIT SERVICES	Inv# 5272119	BPO INDUSTRIAL SUPPLIES	$38.15		
122662	2025-04-02	HOME DEPOT CREDIT SERVICES	Inv# 6523572	BPO INDUSTRIAL SUPPLIES	$134.53		

Orange County Water District

Check Register

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122662	2025-04-02	HOME DEPOT CREDIT SERVICES	Inv# 7615816	BPO INDUSTRIAL SUPPLIES	$19.16		
122662	2025-04-02	HOME DEPOT CREDIT SERVICES	Inv# 8617822	BPO INDUSTRIAL SUPPLIES	$24.19		
	Total for Check:	122662				$729.81	$29,124.74
122663	2025-04-02	Hollinden, Patrick	Inv# NOV23-MAR25	PHONE STIPEND 11/26/23-3/25/25 phone stipend	$640.00		
	Total for Check:	122663				$640.00	$640.00
122664	2025-04-02	IBM CORPORATION	Inv# 5002109	5 YR SOFTWARE SUBSCRIPTION	$115,478.62		
	Total for Check:	122664				$115,478.62	$115,478.62
122665	2025-04-02	IDEXX LABORATORIES, INC.	Inv# 3170866278	Generated by reorder 3/5/25 8:	$1,244.10		
122665	2025-04-02	IDEXX LABORATORIES, INC.	Inv# 3170866278	Generated by reorder 3/5/25 8:	$1,158.19		
122665	2025-04-02	IDEXX LABORATORIES, INC.	Inv# 3170866278	Generated by reorder 3/5/25 8:	$1,158.19		
122665	2025-04-02	IDEXX LABORATORIES, INC.	Inv# 3170866278	Generated by reorder 3/5/25 8:	$354.72		
	Total for Check:	122665				$3,915.20	$13,423.60
122666	2025-04-02	INTEGRATED MEDIA SYSTEMS	Inv# 47486	MEDIA SERVICES	$138.75		
	Total for Check:	122666				$138.75	$3,060.51
122667	2025-04-02	KENNEDY/JENKS CONSULTANTS, INC.	Inv# 178499	thru 2/21 PFAS Orange wo#3	$24,998.25		
	Total for Check:	122667				$24,998.25	$408,311.25
122668	2025-04-02	KLEINFELDER, INC.	Inv# 001523844	Feb25 agmt 1568 PFAS	$14,960.00		
	Total for Check:	122668				$14,960.00	$14,960.00
122669	2025-04-02	LHOIST NORTH AMERICA	Inv# 1102504318	3/2 lime (2) 24.36 & 24.98 ton	$22,112.21		
122669	2025-04-02	LHOIST NORTH AMERICA	Inv# 1102504319	3/5 lime(2) 26.26 & 24.88 tons	$22,918.90		
	Total for Check:	122669				$45,031.11	$1,350,100.14
122670	2025-04-02	LIFE TECHNOLOGIES CORP	Inv# 86712075	Lab supplies	$2,048.42		
122670	2025-04-02	LIFE TECHNOLOGIES CORP	Inv# 86712075	Fedex/Handling	$131.59		
122670	2025-04-02	LIFE TECHNOLOGIES CORP	Inv# 86740816	Lab supplies	$2,705.70		
122670	2025-04-02	LIFE TECHNOLOGIES CORP	Inv# 86740816	Fed Ex/Handling	$120.71		
	Total for Check:	122670				$5,006.42	$9,006.60
122671	2025-04-02	MCFADDEN-DALE HARDWARE CO.	Inv# 395514/3	BPO INDUSTRIAL SUPPLIES	$76.04		
122671	2025-04-02	MCFADDEN-DALE HARDWARE CO.	Inv# 395514/3	Discount	($2.09)		
122671	2025-04-02	MCFADDEN-DALE HARDWARE CO.	Inv# 572603/5	BPO INDUSTRIAL SUPPLIES	$31.68		
122671	2025-04-02	MCFADDEN-DALE HARDWARE CO.	Inv# 572603/5		($0.88)		
	Total for Check:	122671				$104.75	$5,269.22

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122672	2025-04-02	MYTHICS	Inv# 228181	Oracle 11/17/24-2/16/25	$5,614.30		
	Total for Check:	122672				$5,614.30	$17,581.94
122673	2025-04-02	NAPA AUTO PARTS	Inv# 148602	BPO TRUCK PARTS	$102.28		
122673	2025-04-02	NAPA AUTO PARTS	Inv# 148602		($2.05)		
	Total for Check:	122673				$100.23	$15,247.88
122674	2025-04-02	NAPA/ORANGE COUNTY AUTO PARTS	Inv# 747244	BPO AUTO PARTS	$33.67		
122674	2025-04-02	NAPA/ORANGE COUNTY AUTO PARTS	Inv# 747244		($0.67)		
	Total for Check:	122674				$33.00	$2,505.79
122675	2025-04-02	NIEVES LANDSCAPE, INC.	Inv# 80391	1645	$9,365.00		
122675	2025-04-02	NIEVES LANDSCAPE, INC.	Inv# 80671	1645	$9,365.00		
	Total for Check:	122675				$18,730.00	$46,001.03
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007781560.001	Allen Bradley DC-CCP143 Distr	$6,160.00		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007781560.001		($61.60)		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007812657.003	Generated by reorder 2/13/25 8	$2,599.07		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007812657.003	S&H	$9.24		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007812657.003	Discount	($23.90)		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007835959.001 SUPPLIES-JHAMMER	12/5 SOW, LAB	$366.87		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007835959.001 SUPPLIES-JHAMMER	12/5 SOW, LAB	$74.05		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007835959.001	S&H	$13.62		
122676	2025-04-02	ONESOURCE DISTRIBUTORS INC.	Inv# S007835959.001	Discount	($4.05)		
	Total for Check:	122676				$9,133.30	$279,445.50
122677	2025-04-02	ORANGE COUNTY CONSERVATION CORPS	Inv# 03032025_20250303	Feb25 graffit-trash removal	$2,798.33		
	Total for Check:	122677				$2,798.33	$27,983.30
122678	2025-04-02	OTEK CORPORATION	Inv# 004838	OTEK NTM-B Level Indic JHAMMER	$546.00		
122678	2025-04-02	OTEK CORPORATION	Inv# 004838	Freight	$24.11		
	Total for Check:	122678				$570.11	$570.11
122679	2025-04-02	PACIFIC MECHANICAL SUPPLY	Inv# 5387153	Mechanical Seal for Lab JSMITH	$774.85		
122679	2025-04-02	PACIFIC MECHANICAL SUPPLY	Inv# 5387153		($7.75)		
	Total for Check:	122679				$767.10	$23,966.45

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122680	2025-04-02	PAPER RECYCLING & SHREDDING SPECIALIST	Inv# 596254	ON-SITE SHREDDING	$156.00		
122680	2025-04-02	PAPER RECYCLING & SHREDDING SPECIALIST	Inv# 596254	ON-SITE SHREDDING	$132.00		
	Total for Check:	122680				$288.00	$1,440.00
122681	2025-04-02	PEOPLESPACE	Inv# INV99247		$174.00		
	Total for Check:	122681				$174.00	$174.00
122682	2025-04-02	PHENOMENEX INC.	Inv# CIUS-25019325	Lab supplies	$4,480.50		
122682	2025-04-02	PHENOMENEX INC.	Inv# CIUS-25019325		$18.47		
122682	2025-04-02	PHENOMENEX INC.	Inv# CIUS-25019325		($82.74)		
	Total for Check:	122682				$4,416.23	$67,665.99
122683	2025-04-02	PHENOVA INC	Inv# 213370	Lab Standards	$214.89		
122683	2025-04-02	PHENOVA INC	Inv# 213370	Lab Standards	$189.44		
122683	2025-04-02	PHENOVA INC	Inv# 213370	Frt&Handling	$54.19		
	Total for Check:	122683				$458.52	$16,857.23
122684	2025-04-02	PSOMAS	Inv# 218937	1/31-2/27 PFAS G.G. wo#2	$3,996.25		
	Total for Check:	122684				$3,996.25	$18,038.75
122685	2025-04-02	PURCOR PEST SOLUTIONS	Inv# 12460350	BPO RODENT CONTROL	$185.00		
	Total for Check:	122685				$185.00	$6,575.00
122686	2025-04-02	Patel, Mehul	Inv# MARCH 26, 2025 TRAVEL WateReuse	3/26 Phoeniz, AZ	$94.88		
	Total for Check:	122686				$94.88	$1,252.60
122687	2025-04-02	QDOXS	Inv# 1N66095	BPO COPIER MAINTENANCE	$595.07		
	Total for Check:	122687				$595.07	$5,491.17
122688	2025-04-02	QUADIENT LEASING USA, INC.	Inv# Q1761880	Mail Machine Lease	$1,096.38		
	Total for Check:	122688				$1,096.38	$4,385.52
122689	2025-04-02	QUINN COMPANY	Inv# PC830432007	BPO EQUIPMENT & SUPPLIES	$751.37		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432056	BPO EQUIPMENT & SUPPLIES	$180.16		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432057		$749.03		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432057		$225.11		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432057		$126.88		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432057		$103.33		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432057		$32.16		

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122689	2025-04-02	QUINN COMPANY	Inv# PC830432097		$98.82		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432097		$70.83		
122689	2025-04-02	QUINN COMPANY	Inv# PC830432097		$64.93		
	Total for Check:	122689				$2,402.62	$86,733.20
122690	2025-04-02	RED WING SHOE CO. INC.	Inv# 789-1-77968	BPO WORK BOOTS	$200.00		
122690	2025-04-02	RED WING SHOE CO. INC.	Inv# 855-1-56365	BPO WORK BOOTS	$198.25		
	Total for Check:	122690				$398.25	$9,450.71
122691	2025-04-02	SAFETY MANAGEMENT SYSTEMS	Inv# 8552	Training	$2,700.00		
	Total for Check:	122691				$2,700.00	$6,775.00
122692	2025-04-02	SALCO DYNAMIC SOLUTIONS INC.	Inv# 118182	Generated by reorder 3/12/25 1	$1,813.07		
122692	2025-04-02	SALCO DYNAMIC SOLUTIONS INC.	Inv# 118182	Generated by reorder 3/12/25 1	$54.10		
122692	2025-04-02	SALCO DYNAMIC SOLUTIONS INC.	Inv# 118182	Envr Fee	$7.75		
122692	2025-04-02	SALCO DYNAMIC SOLUTIONS INC.	Inv# 118182	Discount	($34.49)		
	Total for Check:	122692				$1,840.43	$25,483.72
122693	2025-04-02	SEPARATION PROCESSES, INC.	Inv# 11458	Feb25 Ops support	$10,890.00		
	Total for Check:	122693				$10,890.00	$103,673.48
122694	2025-04-02	SOLTIS AND COMPANY, INC.	Inv# SD1724	MOWING AT KRAEMER & ANAHEIM	$810.00		
122694	2025-04-02	SOLTIS AND COMPANY, INC.	Inv# SD1725	MOWING AT KRAEMER & ANAHEIM	$720.00		
	Total for Check:	122694				$1,530.00	$38,341.82
122695	2025-04-02	STATE OF CALIFORNIA	Inv# 12-ORA-057-0010-04APR25		$810.00		
	Total for Check:	122695				$810.00	$8,910.00
122696	2025-04-02	TITAN ENVIRONMENTAL SOLUTIONS INC	Inv# 11129396	IH Monitoring	$895.00		
122696	2025-04-02	TITAN ENVIRONMENTAL SOLUTIONS INC	Inv# 11129396	IH Monitoring	$695.00		
122696	2025-04-02	TITAN ENVIRONMENTAL SOLUTIONS INC	Inv# 11129396	IH Monitoring	$500.00		
122696	2025-04-02	TITAN ENVIRONMENTAL SOLUTIONS INC	Inv# 11129910	Lab assessment	$3,310.00		
	Total for Check:	122696				$5,400.00	$7,145.00
122697	2025-04-02	U-LINE	Inv# 189830457	SUPPLIES CW FESTIVAL	$903.84		
122697	2025-04-02	U-LINE	Inv# 189830457	SUPPLIES CW FESTIVAL	$20.28		
	Total for Check:	122697				$924.12	$11,019.69
122698	2025-04-02	U.S. BANK	Inv# 7687228	Admin Fees	$2,385.00		

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122698	2025-04-02	U.S. BANK	Inv# 7687229	2003A Admin Fees	$4,813.00		
122698	2025-04-02	U.S. BANK	Inv# 7687230	2003B Admin fees	$2,994.50		
122698	2025-04-02	U.S. BANK	Inv# 7687237	Admin Fee	$4,500.00		
	Total for Check:	122698				$14,692.50	$49,752.13
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190310239	1557	$283.23		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190310239	1557	$8.01		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190311429	1557	$54.25		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190311430	1557	$16.77		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190311431	1557	$278.44		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190311432	1557	$10.78		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190311433	1557	$470.78		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190311434	1557	$238.28		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2190311435	1557	$22.22		
122699	2025-04-02	UNIFIRST CORPORATION	Inv# 2200239269	1557	$49.86		
	Total for Check:	122699				$1,432.62	$47,259.38
122700	2025-04-02	UNITED PARCEL SERVICE	Inv# 0000X81601135_20250329 03/29/2025	UPS Invoice	$209.54		
	Total for Check:	122700				$209.54	$4,505.64
122701	2025-04-02	UNIVAR SOLUTIONS USA	Inv# 52892125	3/26 23.489 ton sulfuric acid	$5,543.40		
122701	2025-04-02	UNIVAR SOLUTIONS USA	Inv# 52892125	discount	($110.87)		
	Total for Check:	122701				$5,432.53	$328,684.85
122702	2025-04-02	UNIVERSITY OF CALIFORNIA, IRVINE	Inv# 26733740	Samples to UCI Genomics Hub	$207.98		
	Total for Check:	122702				$207.98	$936.16
122703	2025-04-02	UTILIQUEST LLC	Inv# 341159-Q	2/23-3/1 screen/mark pipes	$944.41		
122703	2025-04-02	UTILIQUEST LLC	Inv# 341159-Q	2/23-3/1 screen/mark pipes	$550.90		
122703	2025-04-02	UTILIQUEST LLC	Inv# 341159-Q	2/23-3/1 screen/mark pipes	$67.53		
122703	2025-04-02	UTILIQUEST LLC	Inv# 341159-Q	2/23-3/1 screen/mark pipes	$11.17		
	Total for Check:	122703				$1,574.01	$75,359.72
122704	2025-04-02	VEOLIA WTS SERVICES USA, INC.	Inv# 903136086	BPO DI WATER SERVICE	$548.10		
	Total for Check:	122704				$548.10	$3,836.70
122705	2025-04-02	VERIZON WIRELESS	Inv# 61087525101	02/17/2025 - 03/16/2025	$2,372.57		
	Total for Check:	122705				$2,372.57	$25,009.32

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122706	2025-04-02	VWR INTERNATIONAL LLC	Inv# 8818421437		$232.26		
122706	2025-04-02	VWR INTERNATIONAL LLC	Inv# 8818439036		$773.43		
	Total for Check:	122706				$1,005.69	$71,774.54
122707	2025-04-02	WATER QUALITY & TREATMENT SOLUTIONS INC	Inv# 25-3836	thru 1/27 WRF PFAS TC	$1,179.40		
	Total for Check:	122707				$1,179.40	$9,299.40
122708	2025-04-02	WATEREUSE ASSOCIATION	Inv# D59717	Sponsorship level Gold	$5,000.00		
	Total for Check:	122708				$5,000.00	$24,757.76
122709	2025-04-02	WESTBAY INSTRUMENTS INC.	Inv# WB-03019	FY25-26 Westbay Maint Contract	$19,214.50		
	Total for Check:	122709				$19,214.50	$28,196.50
122710	2025-04-02	WESTRUX INTERNATIONAL	Inv# 01P201525	BPO EQUIPMENT PARTS	$139.86		
122710	2025-04-02	WESTRUX INTERNATIONAL	Inv# 01P201525	Misc	$2.00		
	Total for Check:	122710				$141.86	$555.64
122711	2025-04-02	ZARETSKY ENGINEERING SOLUTIONS	Inv# 3984	Phoenix Controls Electric Cont	$1,117.95		
122711	2025-04-02	ZARETSKY ENGINEERING SOLUTIONS	Inv# 3984	Phoenix Controls Electric Cont	$820.00		
122711	2025-04-02	ZARETSKY ENGINEERING SOLUTIONS	Inv# 3984	Discount	($18.48)		
	Total for Check:	122711				$1,919.47	$29,208.20
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964083	3/17 2838 gal hypochlorite	$4,886.75		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964083	CA mill	$119.73		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964083	discount	($97.73)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964092	3/17 4869 gal hypochlorite	$8,383.94		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964092	CA mill	$205.41		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964092	discount	($167.68)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964093	3/17 4846 gal hypochlorite	$8,344.33		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964093	CA mill	$204.44		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964093	discount	($166.89)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964094	3/17 4802 gal hypochlorite	$8,268.56		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964094	CA mill	$202.58		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964094	discount	($165.37)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964172	3/18 4847 gal hypochlorite	$8,346.05		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964172	CA mill	$204.48		

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978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964172	discount	($166.92)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964173	3/18 4802 gal hypochlorite	$8,268.57		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964173	CA mill	$202.58		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964173	discount	($165.37)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964174	3/18 4879 gal hypochlorite	$8,401.15		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964174	CA mill	$205.83		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964174	discount	($168.02)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964175	3/18 4873 gal hypochlorite	$8,390.82		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964175	CA mill	$205.58		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964175	discount	($167.82)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964382	3/20 4835 gal hypochlorite	$8,497.58		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964382	CA mill	$208.19		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964382	discount	($169.95)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964383	3/20 4855 gal hypochlorite	$8,359.82		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964383	CA mill	$204.82		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964383	discount	($167.20)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964384	3/20 4947 gal hypochlorite	$8,518.24		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964384	CA mill	$208.70		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964385	3/20 4846 gal hypochlorite	$8,344.33		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964385	CA mill	$204.44		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964385	discount	($166.89)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964491	3/21 4911 gal hypochlorite	$8,456.25		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964491	CA mill	$207.18		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964491	discount	($169.12)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964492	3/21 4859 gal hypochlorite	$8,366.72		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964492	CA mill	$204.98		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964492	discount	($167.33)		
978719	2025-03-27	JCI JONES CHEMICAL, INC	Inv# 964384	discount	($170.36)		
	Total for Check:	978719				$114,345.40	$4,227,294.68
978720	2025-03-31	WELLS FARGO BANK	Inv# APRIL 1, 2025 ID6911	Dir PR04 Apr.1.25	$21,777.20		
	Total for Check:	978720				$21,777.20	$20,349,636.88
978721	2025-04-02	Pike, Donna R.	Inv# CK 2385	FINAL PR CK 2385	$1,860.51		

Orange County Water District

Check Register

Begin Date: 2025-03-27 **End Date:** 2025-04-02

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
	Total for Check:	978721				$1,860.51	$37,452.37
978722	2025-04-02	Pike, Donna R.	Inv# CK 2386	FINAL PR CK 2386	$35,591.86		
	Total for Check:	978722				$35,591.86	$37,452.37
978723	2025-04-01	FIDELITY INVESTMENTS	Inv# APRIL 1, 2025 401A	DPR 04 04.01.25 401a	$7,558.21		
	Total for Check:	978723				$7,558.21	$5,130,278.31
978724	2025-04-01	FIDELITY INVESTMENTS	Inv# APRIL 1, 2025 457B	DPR 04 04.01.25 457B	$5,982.55		
	Total for Check:	978724				$5,982.55	$2,158,197.14
978725	2025-04-01	WELLS FARGO BANK	Inv# APRIL 2, 2025 ID6527	PR07 Apr. 02,25 ID6527	$34,112.05		
	Total for Check:	978725				$34,112.05	$20,349,636.88
978726	2025-04-01	WELLS FARGO BANK	Inv# APRIL 2, 2025 ID6911	PR 07 Apr 02,25 ID6911	$988,694.65		
	Total for Check:	978726				$988,694.65	$20,349,636.88
978727	2025-04-01	WELLS FARGO BANK	Inv# APRIL 02,25 GARNABF	PR07 Apr.02,25 GARNABF	$1,985.54		
	Total for Check:	978727				$1,985.54	$20,349,636.88
978728	2025-04-01	WELLS FARGO BANK	Inv# APRIL 02, 25 GARNCREG GARNCREG	PR07 Apr.02.25	$351.80		
	Total for Check:	978728				$351.80	$20,349,636.88
978729	2025-04-02	FIDELITY INVESTMENTS	Inv# APRIL 02,2025 401A	PR07 Apr,02,25 Plan 89137	$257,283.86		
	Total for Check:	978729				$257,283.86	$5,130,278.31
978730	2025-04-02	FIDELITY INVESTMENTS	Inv# APRIL 02,2025 457B	PR07 Apr.02.25 Plan 89148	$103,175.73		
	Total for Check:	978730				$103,175.73	$2,158,197.14
978731	2025-04-02	U.S. BANK NA	Inv# 2003A INT 03.05-04.01	COP 2003A 03.05-04.01	$199,168.21		
	Total for Check:	978731				$199,168.21	$19,883,524.53
978732	2025-04-02	CITIBANK NA NEW YORK, ABA	Inv# 2007BSWAP PMT 03.05-04.01 03.05-04.01	2007B SWAP PMT	$8,765.48		
	Total for Check:	978732				$8,765.48	$194,963.42
Run Date:	***4/1/2025***				**$2,323,738.25**	**$2,323,738.25**	

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
804105	2025-04-09	ALTA FOODCRAFT	Inv# 12513182	BPO FIRST AID & COFFEE	$809.48		
804105	2025-04-09	ALTA FOODCRAFT	Inv# 12513182		$13.40		
804105	2025-04-09	ALTA FOODCRAFT	Inv# 12513349	BPO FIRST AID & COFFEE	$572.82		
	Total for Check:	804105				$1,395.70	$16,608.37
804106	2025-04-09	IRON MOUNTAIN	Inv# 202981563	BPO ARCHIVAL SERVICES	$164.32		
804106	2025-04-09	IRON MOUNTAIN	Inv# KGZW320	BPO ARCHIVAL SERVICES	$7,186.81		
	Total for Check:	804106				$7,351.13	$52,315.88
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1021962	Amicus brief San Luis Obispo	$10,000.00		
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1022297	Feb25 legal/General Matters	$3,512.62		
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1022298	Feb25 legal/Water Resources	$11,016.00		
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1022299	Feb25 legal/Personnel Issues	$648.00		
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1022300	Feb25 legal/Property Mgmt	$648.00		
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1022301	Feb25 legal/Admin Matters	$11,592.00		
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1022302	Feb25 legal/Reclaim.Wtr.BPP	$6,020.00		
804107	2025-04-09	RUTAN & TUCKER, LLP	Inv# 1022303	Feb25 legal/PFAS	$3,904.00		
	Total for Check:	804107				$47,340.62	$278,264.22
804108	2025-04-09	SPEX CERTIPREP, LLC	Inv# 520299		$92.22		
	Total for Check:	804108				$92.22	$7,562.70
804109	2025-04-09	THERMO ELECTRON NORTH AMERICA LLC	Inv# 9021547403	Lab supplies	$26.52		
804109	2025-04-09	THERMO ELECTRON NORTH AMERICA LLC	Inv# 9021547403		$21.75		
	Total for Check:	804109				$48.27	$63,182.88
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011992306	helium, nitrogen	$1,834.98		
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011992306	haz.mtl, frt, fuel surcharge	$59.12		
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011994200	Wtr.Prod-welding supplies	$233.44		
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011994200	hazardous material	$16.03		
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011994613	Lab-nitrogen	$145.91		
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011994613	haz.mtl, frt, fuel surcharge	$59.12		
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011995282	Lab-argon	$1,448.21		
804110	2025-04-09	WESTAIR GASES & EQUIPMENT	Inv# 0011995282	frt, fuel surcharge, haz. mtl	$59.12		
	Total for Check:	804110				$3,855.93	$97,140.65
Run Date:	***4/8/2025***				**$60,083.87**	**$60,083.87**	

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09 Page: 1

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122712	2025-04-09	KENNEDY/JENKS CONSULTANTS, INC.	Inv# 178582	thru 2/21 PFAS Orange wo#2	$16,776.25		
122712	2025-04-09	KENNEDY/JENKS CONSULTANTS, INC.	Inv# 178634	thru 2/21 PFAS Orange 25 & 27	$6,656.25		
	Total for Check:	122712				$23,432.50	$431,743.75
122713	2025-04-09	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# CMF MARCH 2025 CC		$770.09		
122713	2025-04-09	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# JLK MARCH 2025 CC		$8,422.62		
122713	2025-04-09	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# LAV MARCH 2025 CC		$2,278.66		
122713	2025-04-09	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# MW MARCH 2025 CC		$17,119.47		
122713	2025-04-09	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# ORDER #1178469587 2/19/25 9	Generated by reorder	$245.66		
122713	2025-04-09	U.S. BANK CORPORATE PAYMENT SYSTEM	Inv# ORDER #1178469587 2/19/25 9	Generated by reorder	$185.18		
	Total for Check:	122713				$29,021.68	$402,433.45
122714	2025-04-09	ABSOLUTE STANDARDS, INC.	Inv# 245201	Lab supplies	$1,912.50		
122714	2025-04-09	ABSOLUTE STANDARDS, INC.	Inv# 245201	Shipping and Handling	$15.00		
	Total for Check:	122714				$1,927.50	$14,421.00
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022376	Lab supplies	$218.82		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022376	SHIPPING & HANDLING	$119.87		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022398	Lab supplies	$212.95		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022398	SHIPPING & HANDLING	$34.16		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022615	Lab supplies	$479.38		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022615	SHIPPING & HANDLING	$37.45		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022696	Lab supplies	$1,322.64		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022696	Lab supplies	$1,065.75		
122715	2025-04-09	ACCUSTANDARD, INC.	Inv# 1022696	SHIPPING & HANDLING	$149.80		
	Total for Check:	122715				$3,640.82	$15,700.81
122716	2025-04-09	ACE CRANE SERVICE, INC.	Inv# 32626	Annual Crane Inspection 2025	$3,590.00		
122716	2025-04-09	ACE CRANE SERVICE, INC.	Inv# 32626	Annual Crane Inspection 2025	$3,310.00		
122716	2025-04-09	ACE CRANE SERVICE, INC.	Inv# 32626	Annual Crane Inspection 2025	$2,700.00		
122716	2025-04-09	ACE CRANE SERVICE, INC.	Inv# 32626	Annual Crane Inspection 2025	$656.25		

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
Total for Check:	122716					$10,256.25	$16,968.25
122717	2025-04-09	ACWA JPIA	Inv# WORKERS' COMP JAN-MAR25 1/1-3/31/25	workers' comp	$79,903.84		
Total for Check:	122717					$79,903.84	$6,928,572.36
122718	2025-04-09	ACWA JPIA	Inv# 705613		$546,057.06		
Total for Check:	122718					$546,057.06	$6,928,572.36
122719	2025-04-09	AECOM TECHNICAL SERVICES, INC.	Inv# 2000995686	1/25-2/21 agmt 1321	$41,709.98		
Total for Check:	122719					$41,709.98	$331,912.67
122720	2025-04-09	AGILENT TECHNOLOGIES, INC.	Inv# 129702124	Lab supplies	$423.57		
122720	2025-04-09	AGILENT TECHNOLOGIES, INC.	Inv# 129702124	SHIPPING && HANDLING	$1.08		
122720	2025-04-09	AGILENT TECHNOLOGIES, INC.	Inv# 129709740	Lab supplies	$485.30		
122720	2025-04-09	AGILENT TECHNOLOGIES, INC.	Inv# 129709740	SHIPPING & HANDLING	$0.09		
Total for Check:	122720					$910.04	$178,518.92
122721	2025-04-09	AKESO OCCUPATIONAL HEALTH	Inv# EM013316	DOT PHYSICALS BPO	$196.50		
122721	2025-04-09	AKESO OCCUPATIONAL HEALTH	Inv# EM013375	DOT PHYSICALS BPO	$145.00		
Total for Check:	122721					$341.50	$6,428.34
122722	2025-04-09	AM SIGNAL, LLC	Inv# M29972		$4,018.31		
122722	2025-04-09	AM SIGNAL, LLC	Inv# M29972		$145.00		
Total for Check:	122722					$4,163.31	$4,163.31
122723	2025-04-09	AMAZON CAPITAL SERVICES, INC	Inv# 16CV-346T-GRXY		$41.34		
122723	2025-04-09	AMAZON CAPITAL SERVICES, INC	Inv# 1GCC-49DX-K3PL	Scissors and Hero JSMITH	$38.05		
122723	2025-04-09	AMAZON CAPITAL SERVICES, INC	Inv# 1GCC-49DX-K3PL	Scissors and Hero JSMITH	$30.15		
122723	2025-04-09	AMAZON CAPITAL SERVICES, INC	Inv# 1GCC-49DX-K3PL	Scissors and Hero JSMITH	$29.36		
122723	2025-04-09	AMAZON CAPITAL SERVICES, INC	Inv# 1GCC-49DX-K3PL		($10.88)		
122723	2025-04-09	AMAZON CAPITAL SERVICES, INC	Inv# 1VVVVR-1NDC-VCWG		$53.86		
122723	2025-04-09	AMAZON CAPITAL SERVICES, INC	Inv# 1WFW-WX44-49WJ		$684.04		
Total for Check:	122723					$865.92	$33,698.29
122724	2025-04-09	AMAZON WEB SERVICES INC	Inv# 16MV-XWKC-F16WI		$303.88		
Total for Check:	122724					$303.88	$2,829.56
122725	2025-04-09	BANK OF AMERICA, N.A.	Inv# 681759180127PCM	Jan - Mar 2025 Letter of Credi	$95,632.04		
Total for Check:	122725					$95,632.04	$390,496.06
122726	2025-04-09	BATTERY SYSTEMS	Inv# 37692503120929	BPO Batteries	$103.40		

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
Total for Check: 122726						$103.40	$6,858.10
122727	2025-04-09	BENDER CCP INC.	Inv# 225-0022-1	BWW Pump B01 - REBUILD	$9,455.00		
122727	2025-04-09	BENDER CCP INC.	Inv# 225-0022-1	BWW Pump B01 - REBUILD	$7,644.04		
122727	2025-04-09	BENDER CCP INC.	Inv# 225-0022-1	BWW Pump B01 - REBUILD	$3,797.50		
122727	2025-04-09	BENDER CCP INC.	Inv# 225-0022-1	BWW Pump B01 - REBUILD	$2,015.00		
Total for Check: 122727						$22,911.54	$458,102.26
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$10,546.58		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$4,926.38		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$3,704.02		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$1,350.00		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$1,111.42		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$1,007.03		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$856.97		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$356.70		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$270.79		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$270.78		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$249.04		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$227.29		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$139.21		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	4" 300# RO Concentrate Valve R	$134.85		
122729	2025-04-09	BERMINGHAM CONTROLS, INC.	Inv# INV28005	freight	$20.86		
Total for Check: 122729						$25,171.92	$74,013.01
122730	2025-04-09	BIS SAFETY SOFTWARE INC.	Inv# BIS64644	BIS Invoice	$981.72		
Total for Check: 122730						$981.72	$8,879.54
122731	2025-04-09	BLUESPACE INTERIORS	Inv# 50960832	Ergo	$776.74		
122731	2025-04-09	BLUESPACE INTERIORS	Inv# 50960832	Ergo	$108.75		
122731	2025-04-09	BLUESPACE INTERIORS	Inv# 50960832	Ergo	$2.99		
122731	2025-04-09	BLUESPACE INTERIORS	Inv# 50961939	Office Chair Repair	$97.87		
122731	2025-04-09	BLUESPACE INTERIORS	Inv# 50961939	Office Chair Repair	$81.56		
Total for Check: 122731						$1,067.91	$9,491.65
122732	2025-04-09	BPS SUPPLY GROUP	Inv# S3213760.001	Generated by reorder 4/2/25 8:	$448.61		
122732	2025-04-09	BPS SUPPLY GROUP	Inv# S3213760.001	Shipping	$13.39		

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122732	2025-04-09	BPS SUPPLY GROUP	Inv# S3213760.001	Handling	$4.35		
122732	2025-04-09	BPS SUPPLY GROUP	Inv# S3213760.001	Discount	($8.25)		
	Total for Check:	122732				$458.10	$6,547.46
122733	2025-04-09	BRENNTAG PACIFIC INC.	Inv# BPI507692	4/1 41340 lb citric acid	$27,289.04		
122733	2025-04-09	BRENNTAG PACIFIC INC.	Inv# BPI507692	discount	($545.78)		
	Total for Check:	122733				$26,743.26	$1,472,093.55
122734	2025-04-09	BUTIER ENGINEERING, INC.	Inv# 03102025	Feb25 TUS-2022-1 PFAS	$54,600.44		
	Total for Check:	122734				$54,600.44	$887,253.64
122735	2025-04-09	CCS FACILITY SERVICES-ORANGE COUNTY INC.	Inv# 683102	COMMERICAL CLEANING AT FHQ	$550.00		
	Total for Check:	122735				$550.00	$150,806.00
122736	2025-04-09	CDM SMITH, INC.	Inv# 90229233	2/9-3/8 PFAS G.Grove wo#4	$11,094.15		
	Total for Check:	122736				$11,094.15	$109,883.52
122737	2025-04-09	CDW GOVERNMENT, INC	Inv# AD2EZ9F	Logitech service agreement	$1,845.35		
122737	2025-04-09	CDW GOVERNMENT, INC	Inv# AD2EZ9F	May - Jan 2026	$1,384.01		
122737	2025-04-09	CDW GOVERNMENT, INC	Inv# AD2EZ9F	Jan - Apr 2025	$461.34		
122737	2025-04-09	CDW GOVERNMENT, INC	Inv# AD2EZ9F		($1,845.35)		
	Total for Check:	122737				$1,845.35	$30,663.29
122738	2025-04-09	CITY OF HUNTINGTON BEACH	Inv# PWE2024-0626_20240401	Blanket Well Permit	$724.71		
122738	2025-04-09	CITY OF HUNTINGTON BEACH	Inv# PWE2025-0136_20250401	Encroachment Permit	$483.78		
	Total for Check:	122738				$1,208.49	$5,689.01
122739	2025-04-09	COLE-PARMER INSTRUMENT CO.	Inv# 3945836	Lab supplies	$246.90		
122739	2025-04-09	COLE-PARMER INSTRUMENT CO.	Inv# 3945836		$118.05		
122739	2025-04-09	COLE-PARMER INSTRUMENT CO.	Inv# 3945836	Lab supplies	$98.40		
122739	2025-04-09	COLE-PARMER INSTRUMENT CO.	Inv# 3945836	Lab supplies	$44.94		
122739	2025-04-09	COLE-PARMER INSTRUMENT CO.	Inv# 3945836	Lab supplies	$33.93		
	Total for Check:	122739				$542.22	$3,327.87
122740	2025-04-09	COMMERCIAL DOOR OF ORANGE CO.	Inv# 28429	BPO DOOR REPAIR	$488.25		
122740	2025-04-09	COMMERCIAL DOOR OF ORANGE CO.	Inv# 28429	BPO DOOR REPAIR	$235.00		
122740	2025-04-09	COMMERCIAL DOOR OF ORANGE CO.	Inv# 28429	BPO DOOR REPAIR	$207.62		

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122740	2025-04-09	COMMERCIAL DOOR OF ORANGE CO.	Inv# 28429	BPO DOOR REPAIR	$175.31		
	Total for Check:	122740				$1,106.18	$16,580.96
122741	2025-04-09	CPI INTERNATIONAL	Inv# 20068662	Lab supplies	$2,167.39		
122741	2025-04-09	CPI INTERNATIONAL	Inv# 20068662	Lab supplies	$543.75		
122741	2025-04-09	CPI INTERNATIONAL	Inv# 20068662		($49.86)		
122741	2025-04-09	CPI INTERNATIONAL	Inv# 20068664	Supplies	$481.76		
122741	2025-04-09	CPI INTERNATIONAL	Inv# 20068664	Discount	($8.86)		
	Total for Check:	122741				$3,134.18	$15,306.94
122742	2025-04-09	DELL MARKETING L.P.	Inv# 10804698759		$405.59		
	Total for Check:	122742				$405.59	$22,718.47
122743	2025-04-09	DIAMOND ENVIRONMENTAL SERVICES	Inv# 0006103420	PORTA POTTY	$252.84		
122743	2025-04-09	DIAMOND ENVIRONMENTAL SERVICES	Inv# 0006103420	PORTA POTTY	$93.08		
	Total for Check:	122743				$345.92	$3,771.08
122744	2025-04-09	EMERSON LLLP	Inv# 30932945	Generated by reorder 3/3/25 7:	$2,578.03		
122744	2025-04-09	EMERSON LLLP	Inv# 30932945		$6.71		
	Total for Check:	122744				$2,584.74	$147,257.46
122745	2025-04-09	ENDRESS + HAUSER, INC.	Inv# 6002671093	Generated by reorder 2/20/25 1	$3,091.74		
122745	2025-04-09	ENDRESS + HAUSER, INC.	Inv# 6002671093		$52.37		
	Total for Check:	122745				$3,144.11	$27,440.80
122746	2025-04-09	FEDERAL EXPRESS CORPORATION	Inv# 8-820-81859	Package Delivery	$71.60		
122746	2025-04-09	FEDERAL EXPRESS CORPORATION	Inv# 8-820-81860	Package Delivery	$517.47		
	Total for Check:	122746				$589.07	$13,430.41
122747	2025-04-09	FERGUSON WATERWORKS #1083	Inv# 5263326	Limitorque MXa HAMMERSMITH	$251.65		
	Total for Check:	122747				$251.65	$7,909.43
122748	2025-04-09	FILMTEC CORP	Inv# 952313997	MF MEMBRANE MODULES	$324,592.65		
	Total for Check:	122748				$324,592.65	$4,317,631.64
122749	2025-04-09	FIREMASTER	Inv# 0001306705 MAINTENANCE	FIRE EXTINGUISHER	$543.75		
122749	2025-04-09	FIREMASTER	Inv# 0001306705 MAINTENANCE	FIRE EXTINGUISHER	$504.00		

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Check Register

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Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122749	2025-04-09	FIREMASTER	Inv# 0001306705 MAINTENANCE	FIRE EXTINGUISHER	$258.82		
122749	2025-04-09	FIREMASTER	Inv# 0001306705 MAINTENANCE	FIRE EXTINGUISHER	$84.83		
122749	2025-04-09	FIREMASTER	Inv# 0001306705 MAINTENANCE	FIRE EXTINGUISHER	$65.00		
	Total for Check:	122749				$1,456.40	$3,821.60
122750	2025-04-09	FISHER SCIENTIFIC CO.	Inv# 9107377	Lab supplies	$101.18		
122750	2025-04-09	FISHER SCIENTIFIC CO.	Inv# 9143157	CWEF - LAB SUPPLIES/PHUN W/WAT	$419.82		
122750	2025-04-09	FISHER SCIENTIFIC CO.	Inv# 9143158	Lab supplies	$341.85		
122750	2025-04-09	FISHER SCIENTIFIC CO.	Inv# 9143159	Lab supplies	$458.99		
122750	2025-04-09	FISHER SCIENTIFIC CO.	Inv# 9247715	Lab supplies	$3,837.48		
122750	2025-04-09	FISHER SCIENTIFIC CO.	Inv# 9247716	Lab supplies	$126.26		
	Total for Check:	122750				$5,285.58	$216,655.38
122751	2025-04-09	FRUIT GROWERS LABORATORY INC	Inv# 502559A	BPO RADIOACTIVITY ANAYLSIS	$161.00		
122751	2025-04-09	FRUIT GROWERS LABORATORY INC	Inv# 502565A	BPO RADIOACTIVITY ANAYLSIS	$299.00		
122751	2025-04-09	FRUIT GROWERS LABORATORY INC	Inv# 502647A	BPO RADIOACTIVITY ANAYLSIS	$201.00		
122751	2025-04-09	FRUIT GROWERS LABORATORY INC	Inv# 502648A	BPO RADIOACTIVITY ANAYLSIS	$201.00		
	Total for Check:	122751				$862.00	$31,197.00
122752	2025-04-09	GEIGER	Inv# 5850160	OCWD LIP BALM	$3,034.13		
122752	2025-04-09	GEIGER	Inv# 5850160		$226.72		
122752	2025-04-09	GEIGER	Inv# 5850160		($32.61)		
	Total for Check:	122752				$3,228.24	$40,990.44
122753	2025-04-09	GOVERNMENTJOBS.COM, INC.	Inv# INV-130357	NeoGov	$8,845.12		
	Total for Check:	122753				$8,845.12	$27,647.32
122754	2025-04-09	GRAINGER INC.	Inv# 9434653524	BPO INDUSTRIAL SUPPLIES	$262.30		
122754	2025-04-09	GRAINGER INC.	Inv# 9435179743		$111.90		
122754	2025-04-09	GRAINGER INC.	Inv# 9436443502	BPO INDUSTRIAL SUPPLIES	$172.98		
122754	2025-04-09	GRAINGER INC.	Inv# 9436443502	BPO INDUSTRIAL SUPPLIES	$106.33		
122754	2025-04-09	GRAINGER INC.	Inv# 9436707617		$41.48		
122754	2025-04-09	GRAINGER INC.	Inv# 9436804844		$480.79		

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122754	2025-04-09	GRAINGER INC.	Inv# 9434653532		$524.60		
	Total for Check:	122754				$1,700.38	$162,850.82
122755	2025-04-09	HACH COMPANY	Inv# 14408790	Generated by reorder 3/4/25 7:	$2,538.24		
122755	2025-04-09	HACH COMPANY	Inv# 14408790	Freight	$32.73		
122755	2025-04-09	HACH COMPANY	Inv# 14413034	Generated by reorder 3/6/25 1:	$818.89		
122755	2025-04-09	HACH COMPANY	Inv# 14413034	Generated by reorder 3/6/25 1:	$18.70		
	Total for Check:	122755				$3,408.56	$53,098.11
122756	2025-04-09	HARRINGTON INDUSTRIAL PLASTICS	Inv# 002S6454	Generated by reorder 3/12/25 8	$172.44		
122756	2025-04-09	HARRINGTON INDUSTRIAL PLASTICS	Inv# 002S6454		$16.67		
122756	2025-04-09	HARRINGTON INDUSTRIAL PLASTICS	Inv# 002S6454		($3.17)		
	Total for Check:	122756				$185.94	$7,829.54
122757	2025-04-09	HOME DEPOT CREDIT SERVICES	Inv# 7273014	BPO INDUSTRIAL SUPPLIES	$29.60		
122757	2025-04-09	HOME DEPOT CREDIT SERVICES	Inv# 8903752	Nexgrill Del 6-Burner JHAMMER	$599.78		
122757	2025-04-09	HOME DEPOT CREDIT SERVICES	Inv# 8903803	YADI	$660.85		
122757	2025-04-09	HOME DEPOT CREDIT SERVICES	Inv# 8903803	YADI	$413.03		
122757	2025-04-09	HOME DEPOT CREDIT SERVICES	Inv# 9030944	BPO INDUSTRIAL SUPPLIES	$27.95		
	Total for Check:	122757				$1,731.21	$30,855.95
122758	2025-04-09	Haney, Lisa	Inv# MARCH 13-14, 2025 TRAVEL	3/13-14 D.C. NWSA	$143.03		
	Total for Check:	122758				$143.03	$2,751.18
122759	2025-04-09	Harasty, Alicia	Inv# FEBRUARY 25-27, 2025 TRAV DC2025	2/25-27 D.C. ACWA	$276.88		
122759	2025-04-09	Harasty, Alicia	Inv# MARCH 11, 2025 TRAVEL	3/11 SACTO ACWA SLC	$30.00		
122759	2025-04-09	Harasty, Alicia	Inv# MARCH 26-27, 2025 TRAVEL ACWA legis.sympo	3/26-27 SACTO	$227.64		
122759	2025-04-09	Harasty, Alicia	Inv# MAY 28, 2025 TRAVEL Legislative	5/28 SACTO GRA	$216.90		
	Total for Check:	122759				$751.42	$3,643.84
122760	2025-04-09	INDUSTRIAL METAL SUPPLY CO.	Inv# 2828909	BPO METAL SUPPLIES	$316.52		
122760	2025-04-09	INDUSTRIAL METAL SUPPLY CO.	Inv# 2828909	BPO METAL SUPPLIES	$161.61		
	Total for Check:	122760				$478.13	$7,466.60
122761	2025-04-09	INTERA INCORPORATED	Inv# 02-25-24	1/1-2/28 North Basin grndwtr	$2,055.00		

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122761	2025-04-09	INTERA INCORPORATED	Inv# 02-25-25	1/1-2/28 Alamitos GAP recalibr	$6,795.00		
Total for Check:		122761				$8,850.00	$93,748.57
122762	2025-04-09	IRVINE PIPE & SUPPLY CO	Inv# S120048149.001	Spare Pipeline Airvac Can (one	$1,573.02		
122762	2025-04-09	IRVINE PIPE & SUPPLY CO	Inv# S120048149.001	Spare Pipeline Airvac Can (one	$107.75		
122762	2025-04-09	IRVINE PIPE & SUPPLY CO	Inv# S120048149.001	Discount	($29.20)		
122762	2025-04-09	IRVINE PIPE & SUPPLY CO	Inv# S120330412.001	Generated by reorder 3/12/25 1	$304.41		
122762	2025-04-09	IRVINE PIPE & SUPPLY CO	Inv# S120330412.001	Generated by reorder 3/12/25 1	$19.59		
122762	2025-04-09	IRVINE PIPE & SUPPLY CO	Inv# S120330412.001		($5.60)		
Total for Check:		122762				$1,969.97	$53,231.40
122763	2025-04-09	JPMS LLC CASH MANAGEMENT	Inv# 454208-1	Cusip 68427M Jan- Mar	$360.62		
Total for Check:		122763				$360.62	$2,190.48
122764	2025-04-09	LHOIST NORTH AMERICA	Inv# 1102504753	3/11 lime(2) 24.80 & 24.97 ton	$22,304.93		
122764	2025-04-09	LHOIST NORTH AMERICA	Inv# 1102504815	3/13 lime(2) 25.02 & 24.32 ton	$22,112.22		
Total for Check:		122764				$44,417.15	$1,394,517.29
122765	2025-04-09	LIFELINE RESCUE	Inv# I8754	Training	$4,900.00		
Total for Check:		122765				$4,900.00	$4,900.00
122766	2025-04-09	LILLESTRAND LEADERSHIP CONSULTING	Inv# 8128	3/4-5 leadership consulting	$1,800.00		
Total for Check:		122766				$1,800.00	$33,725.00
122767	2025-04-09	MAIL DELIVERY SERVICE CO.	Inv# 23017	BPO MAIL DELIVERY	$392.50		
122767	2025-04-09	MAIL DELIVERY SERVICE CO.	Inv# 23017	BPO MAIL DELIVERY	$23.50		
Total for Check:		122767				$416.00	$4,107.00
122768	2025-04-09	MATA, MICHELE	Inv# 12.14-03.11.25 FHQ PETTY	FHQ Petty Cash	$546.60		
Total for Check:		122768				$546.60	$4,715.16
122769	2025-04-09	MCMASTER-CARR SUPPLY COMPANY	Inv# 43282736	Lab supplies	$135.33		
122769	2025-04-09	MCMASTER-CARR SUPPLY COMPANY	Inv# 43282736		$11.68		
122769	2025-04-09	MCMASTER-CARR SUPPLY COMPANY	Inv# 43282736		($2.71)		
122769	2025-04-09	MCMASTER-CARR SUPPLY COMPANY	Inv# 43419562	Lab supplies	$26.09		
122769	2025-04-09	MCMASTER-CARR SUPPLY COMPANY	Inv# 43419562		$8.74		

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122769	2025-04-09	MCMASTER-CARR SUPPLY COMPANY	Inv# 43419562		($0.52)		
	Total for Check:	122769				$178.61	$13,891.32
122770	2025-04-09	MCR TECHNOLOGIES, INC.	Inv# 43424	La Jolla pressure transducer	$689.00		
122770	2025-04-09	MCR TECHNOLOGIES, INC.	Inv# 43424	La Jolla pressure transducer	$23.99		
	Total for Check:	122770				$712.99	$712.99
122771	2025-04-09	MKN	Inv# 001050002402	thru 2/28 Anaheim valve	$13,535.25		
	Total for Check:	122771				$13,535.25	$32,251.30
122772	2025-04-09	MUNICIPAL WATER DISTRICT OF OC	Inv# 11738		$125,055.27		
	Total for Check:	122772				$125,055.27	$1,852,177.25
122773	2025-04-09	Mark, David L.	Inv# MARCH 17-20, 2025 TRAVEL AEHS	3/17-20 San Diego	$217.56		
	Total for Check:	122773				$217.56	$459.20
122774	2025-04-09	NAPA/ORANGE COUNTY AUTO PARTS	Inv# 747635	BPO AUTO PARTS	$11.09		
122774	2025-04-09	NAPA/ORANGE COUNTY AUTO PARTS	Inv# 747635		($0.22)		
	Total for Check:	122774				$10.87	$2,516.66
122775	2025-04-09	ODP BUSINESS SOLUTIONS LLC	Inv# 416343412001	Generated by reorder 3/19/25 1	$42.85		
	Total for Check:	122775				$42.85	$3,478.28
122776	2025-04-09	P.L HAWN COMPANY INC	Inv# 212033-A	Air Filters	$104.79		
122776	2025-04-09	P.L HAWN COMPANY INC	Inv# 212033-A	Air Filters	$55.25		
	Total for Check:	122776				$160.04	$12,287.54
122777	2025-04-09	PACIFIC MECHANICAL SUPPLY	Inv# 5387170	Cage Stock Items - Maintenance	$2,260.32		
122777	2025-04-09	PACIFIC MECHANICAL SUPPLY	Inv# 5387170	Cage Stock Items - Maintenance	$66.22		
122777	2025-04-09	PACIFIC MECHANICAL SUPPLY	Inv# 5387432	Generated by reorder 3/19/25 1	$114.45		
122777	2025-04-09	PACIFIC MECHANICAL SUPPLY	Inv# 5387432		($1.15)		
	Total for Check:	122777				$2,439.84	$26,406.29
122778	2025-04-09	PARKHOUSE TIRE, INC.	Inv# 1020292020	RT-33 Grader front tires	$1,912.73		
122778	2025-04-09	PARKHOUSE TIRE, INC.	Inv# 1020292020	RT-33 Grader front tires	$375.00		
122778	2025-04-09	PARKHOUSE TIRE, INC.	Inv# 1020292020	RT-33 Grader front tires	$90.00		
122778	2025-04-09	PARKHOUSE TIRE, INC.	Inv# 1020292020	RT-33 Grader front tires	$25.79		
122778	2025-04-09	PARKHOUSE TIRE, INC.	Inv# 1020292020	RT-33 Grader front tires	$10.87		

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122778	2025-04-09	PARKHOUSE TIRE, INC.	Inv# 1020292020	RT-33 Grader front tires	$3.50		
122778	2025-04-09	PARKHOUSE TIRE, INC.	Inv# 1020292020	RT-33 Grader front tires	$20.00		
	Total for Check:	122778				$2,437.89	$119,256.91
122779	2025-04-09	PIKE, JAMES EDWIN	Inv# 317	Mar25 Prado Basin svc	$7,527.00		
	Total for Check:	122779				$7,527.00	$36,816.50
122780	2025-04-09	Plumlee, Megan	Inv# JANUARY AND MARCH 2025 TR		$1,887.43		
122780	2025-04-09	Plumlee, Megan	Inv# JANUARY AND MARCH 2025 TR		$142.50		
122780	2025-04-09	Plumlee, Megan	Inv# JANUARY AND MARCH 2025 TR		$40.00		
	Total for Check:	122780				$2,069.93	$2,911.00
122781	2025-04-09	QUINN COMPANY	Inv# PC830432167		$108.22		
122781	2025-04-09	QUINN COMPANY	Inv# PC830432167		$82.11		
122781	2025-04-09	QUINN COMPANY	Inv# PC830432167		$76.60		
122781	2025-04-09	QUINN COMPANY	Inv# PC830432167		$75.96		
122781	2025-04-09	QUINN COMPANY	Inv# PC830432167		$51.28		
122781	2025-04-09	QUINN COMPANY	Inv# PC830432167		$30.35		
122781	2025-04-09	QUINN COMPANY	Inv# PC830432237	BPO EQUIPMENT & SUPPLIES	$310.96		
	Total for Check:	122781				$735.48	$87,468.68
122782	2025-04-09	RAINBOW DISPOSAL CO INC	Inv# 0605-001174014	BPO TRASH SERVICE	$7,269.85		
	Total for Check:	122782				$7,269.85	$75,027.52
122783	2025-04-09	Ramirez, Adrian	Inv# MARCH 2025 EXPENSES		$47.53		
122783	2025-04-09	Ramirez, Adrian	Inv# MARCH 2025 EXPENSES		$31.22		
	Total for Check:	122783				$78.75	$301.44
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$1,701.96		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$921.51		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$619.28		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$353.05		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$219.83		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$197.09		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$170.29		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$87.80		
122784	2025-04-09	SC FUELS	Inv# 1016309	BPO UNLEADED FUEL	$52.14		
	Total for Check:	122784				$4,322.95	$88,746.63

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122785	2025-04-09	SIDEPATH INC.	Inv# 23585	Additional disk space for HV17	$7,680.32		
	Total for Check:	122785				$7,680.32	$114,337.78
122786	2025-04-09	SOUTHERN CALIFORNIA EDISON CO.	Inv# 700306425771_20250401		$106,366.24		
122786	2025-04-09	SOUTHERN CALIFORNIA EDISON CO.	Inv# 700546365072_20250328		$36,064.63		
122786	2025-04-09	SOUTHERN CALIFORNIA EDISON CO.	Inv# 7701258483	Operating rent 02.01-01.31.26	$24,383.74		
	Total for Check:	122786				$166,814.61	$7,213,119.21
122787	2025-04-09	SOUTHERN COUNTIES LUBRICANTS, LLC	Inv# 219365	BPO OIL/LUBRICANTS	$254.18		
	Total for Check:	122787				$254.18	$18,484.56
122788	2025-04-09	SOUTHWEST MATERIAL HANDLING INC.	Inv# PSVI-252813	BPO FOR FORKLIFT SERVICE	$155.00		
122788	2025-04-09	SOUTHWEST MATERIAL HANDLING INC.	Inv# PSVI-252813	Parts	$52.19		
122788	2025-04-09	SOUTHWEST MATERIAL HANDLING INC.	Inv# SPINV-088514	BPO FORKLIFT PARTS	$16.99		
	Total for Check:	122788				$224.18	$4,212.66
122789	2025-04-09	STERIS CORPORATION	Inv# 505095065	EQUIP. SERVICE	$2,818.82		
122789	2025-04-09	STERIS CORPORATION	Inv# 505095066	EQUIP. SERVICE	$2,818.82		
	Total for Check:	122789				$5,637.64	$5,637.64
122790	2025-04-09	SUNBELT CONTROLS, INC.	Inv# 141960	Sunbelt Controls Service Agree	$1,880.25		
122790	2025-04-09	SUNBELT CONTROLS, INC.	Inv# 2030180	Sunbelt Controls Service Agree	$1,880.25		
122790	2025-04-09	SUNBELT CONTROLS, INC.	Inv# 2030181	Sunbelt Controls Service Agree	$1,880.25		
	Total for Check:	122790				$5,640.75	$5,640.75
122791	2025-04-09	T-MOBILE	Inv# 200737250_20250321	02/21/2025 - 03/20/2025	$34.93		
	Total for Check:	122791				$34.93	$243.13
122792	2025-04-09	TAIT ENVIRONMENTAL	Inv# 962931	Monthly underground storage ta	$315.00		
	Total for Check:	122792				$315.00	$3,404.55
122793	2025-04-09	TETRA TECH, INC.	Inv# 52401053	thru 2/21 PFAS GSWC wo#6	$14,384.00		
	Total for Check:	122793				$14,384.00	$909,044.37
122794	2025-04-09	THE REGENTS OF THE UNIVERSITY OF CA	Inv# 8782CA0069	1286	$31,150.11		
	Total for Check:	122794				$31,150.11	$144,179.53

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122795	2025-04-09	TOM'S TRUCK CENTER, INC	Inv# 1361868	Freight	$27.00		
122795	2025-04-09	TOM'S TRUCK CENTER, INC	Inv# 1361868	BPO FORD PARTS	$11.72		
	Total for Check:	122795				$38.72	$3,506.45
122796	2025-04-09	TROEMNER, LLC	Inv# 735376412	Lab supplies calibration	$844.00		
122796	2025-04-09	TROEMNER, LLC	Inv# 735376412	Lab supplies calibration	$723.00		
122796	2025-04-09	TROEMNER, LLC	Inv# 735376412	Lab supplies calibration	$596.00		
122796	2025-04-09	TROEMNER, LLC	Inv# 735376412	Lab supplies calibration	$110.00		
122796	2025-04-09	TROEMNER, LLC	Inv# 735376412	Lab supplies calibration	$67.00		
122796	2025-04-09	TROEMNER, LLC	Inv# 735376412	Lab supplies calibration	$67.00		
122796	2025-04-09	TROEMNER, LLC	Inv# 735376412	Freight	$43.31		
	Total for Check:	122796				$2,450.31	$5,370.98
122797	2025-04-09	U-LINE	Inv# 190349250	SHIPPING SUPPLIES	$355.61		
122797	2025-04-09	U-LINE	Inv# 190349250	SHIPPING SUPPLIES	$165.43		
122797	2025-04-09	U-LINE	Inv# 190349250	SHIPPING SUPPLIES	$134.85		
122797	2025-04-09	U-LINE	Inv# 190349250	SHIPPING SUPPLIES	$116.31		
122797	2025-04-09	U-LINE	Inv# 190349250	SHIPPING SUPPLIES	$40.51		
	Total for Check:	122797				$812.71	$11,832.40
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190313780	1557	$283.23		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190313780	1557	$8.01		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190314432	1557	$65.88		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190314435	1557	$16.77		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190314441	1557	$278.44		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190314442	1557	$10.78		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190314454	1557	$434.28		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190314458	1557	$22.22		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2200241887	1557	$49.86		
122798	2025-04-09	UNIFIRST CORPORATION	Inv# 2190314456	1557	$171.42		
	Total for Check:	122798				$1,340.89	$48,600.27
122799	2025-04-09	UNITED PARCEL SERVICE	Inv# 0000X81601145_20250405	Package Delivery	$245.09		
	Total for Check:	122799				$245.09	$4,750.73
122800	2025-04-09	UNIVERSAL BACKGROUND SCREENING INC	Inv# 202503008258	BPO BACKGROUND CHECK	$907.27		
	Total for Check:	122800				$907.27	$4,663.89

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
122801	2025-04-09	UTILIQUEST LLC	Inv# 341338-Q	3/2-8 screen/mark pipes	$1,366.06		
122801	2025-04-09	UTILIQUEST LLC	Inv# 341338-Q	3/2-8 screen/mark pipes	$796.87		
122801	2025-04-09	UTILIQUEST LLC	Inv# 341338-Q	3/2-8 screen/mark pipes	$97.67		
122801	2025-04-09	UTILIQUEST LLC	Inv# 341338-Q	3/2-8 screen/mark pipes	$16.17		
Total for Check:		122801				$2,276.77	$77,636.49
122802	2025-04-09	VEOLIA WTS SERVICES USA, INC.	Inv# 903151985	BPO DI WATER SERVICE	$3,579.77		
Total for Check:		122802				$3,579.77	$7,416.47
122803	2025-04-09	VWR INTERNATIONAL LLC	Inv# 8818487070	Generated by reorder 3/6/25 1:	$3,058.92		
122803	2025-04-09	VWR INTERNATIONAL LLC	Inv# 8818487071		$318.62		
122803	2025-04-09	VWR INTERNATIONAL LLC	Inv# 8818487071		$126.73		
122803	2025-04-09	VWR INTERNATIONAL LLC	Inv# 8818487071		$98.86		
122803	2025-04-09	VWR INTERNATIONAL LLC	Inv# 8818494675		$2,691.02		
Total for Check:		122803				$6,294.15	$78,068.69
122804	2025-04-09	WALTERS WHOLESALE ELECTRIC CO.	Inv# S127612108.001	BPO ELECTRONIC SUPPLIES	$93.97		
122804	2025-04-09	WALTERS WHOLESALE ELECTRIC CO.	Inv# S127612108.001	Discount	($1.74)		
122804	2025-04-09	WALTERS WHOLESALE ELECTRIC CO.	Inv# S127646989.001	BPO ELECTRONIC SUPPLIES	$238.58		
122804	2025-04-09	WALTERS WHOLESALE ELECTRIC CO.	Inv# S127646989.001	Discount	($4.43)		
Total for Check:		122804				$326.38	$10,029.52
122805	2025-04-09	WELLINGTON LABORATORIES LLC	Inv# 25-0674	Lab supplies	$1,300.00		
122805	2025-04-09	WELLINGTON LABORATORIES LLC	Inv# 25-0674	Lab supplies	$1,150.00		
122805	2025-04-09	WELLINGTON LABORATORIES LLC	Inv# 25-0674	Lab supplies	$950.00		
122805	2025-04-09	WELLINGTON LABORATORIES LLC	Inv# 25-0674	Freight FedEx	$175.00		
Total for Check:		122805				$3,575.00	$15,750.00
122806	2025-04-09	WESTBAY INSTRUMENTS INC.	Inv# WB-03020	Casing Extraction Tool Parts	$350.00		
122806	2025-04-09	WESTBAY INSTRUMENTS INC.	Inv# WB-03020	Casing Extraction Tool Parts	$312.00		
122806	2025-04-09	WESTBAY INSTRUMENTS INC.	Inv# WB-03020	Casing Extraction Tool Parts	$167.00		
122806	2025-04-09	WESTBAY INSTRUMENTS INC.	Inv# WB-03020	Casing Extraction Tool Parts	$140.00		
122806	2025-04-09	WESTBAY INSTRUMENTS INC.	Inv# WB-03020	Casing Extraction Tool Parts	$6.00		
Total for Check:		122806				$975.00	$29,171.50
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964598	3/24 4822 gal hypochlorite	$8,303.00		

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964598	CA mill	$203.42		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964598	discount	($166.06)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964599	3/24 4811 gal hypochlorite	$8,284.06		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964599	CA mill	$202.96		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964954	discount	($168.57)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964600	3/24 4840 gal hypochlorite	$8,334.00		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964600	CA mill	$204.18		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964600	discount	($166.68)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964601	3/24 4877 gal hypochlorite	$8,397.71		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964601	CA mill	$205.74		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964601	discount	($167.95)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964689	3/25 4927 gal hypochlorite	$8,483.80		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964689	CA mill	$207.85		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964689	discount	($169.68)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964690	3/25 4873 gal hypochlorite	$8,390.82		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964690	CA mill	$205.58		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964690	discount	($167.82)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964691	3/25 4851 gal hypochlorite	$8,352.94		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964691	CA mill	$204.65		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964691	discount	($167.06)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964692	3/25 4824 gal hypochloritre	$8,306.45		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964692	CA mill	$203.51		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964692	discount	($166.13)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964855	3/27 4843 gal hypochlorite	$8,339.16		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964855	CA mill	$204.31		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964855	discount	($166.78)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964856	3/27 4832 gal hypochlorite	$8,320.22		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964856	CA mill	$203.85		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964856	discount	($166.40)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964857	3/27 4891 gal hypochlorite	$8,421.81		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964857	CA mill	$206.33		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964857	discount	($168.44)		

Orange County Water District

Check Register

Begin Date: 2025-04-03 **End Date:** 2025-04-09

Accounts Payable Check Register Presented for Board Ratification and/or Approval

Check No.	Date	Vendor Name	Invoice #	Purpose	Invoice Amount	Check Amount	FYTD
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964858	3/27 4808 gal hypochlorite	$8,278.90		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964858	CA mill	$202.83		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964858	discount	($165.58)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964954	3/28 4895 gal hypochlorite	$8,428.70		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964954	CA mill	$206.50		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964955	3/28 4869 gal hypochlorite	$8,383.93		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964955	CA mill	$205.41		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964955	discount	($167.68)		
978733	2025-04-03	JCI JONES CHEMICAL, INC	Inv# 964599	discount	($165.68)		
	Total for Check:	978733				$117,552.11	$4,344,846.79
Run Date:	***4/8/2025***				**$1,952,240.28**	**$1,952,240.28**	

MINUTES OF MEETING
BOARD OF DIRECTORS, ORANGE COUNTY WATER DISTRICT
March 19, 2025, 5:30 p.m.

President Bilodeau called to order the March 19, 2025 regular meeting of the Orange County Water District Board of Directors at 5:30 p.m. Following the Pledge of Allegiance to the Flag, the District Secretary called the roll and reported a quorum as follows. Public access was also provided via Zoom webinar.

Directors		Staff
Valerie Amezcua		Jason Dadakis, Executive Director
Denis Bilodeau		Jeremy Jungreis, General Counsel
Cathy Green		Christina Fuller, District Secretary
Fred Jung		
Dina Nguyen	(absent)	
Natalie Meeks		
Stephen Sheldon		
Van Tran		
Erik Weigand		
Roger Yoh	(Closed Session only)	

VISITOR PARTICIPATION

There were no visitors wishing to address the Board this evening.

1. Public Hearing on 2023-24 Engineer's Report on Groundwater Conditions, Water Supply and Basin Utilization

President Bilodeau opened the Public Hearing to review the 2023-24 Engineer's Report on Groundwater Conditions, Water Supply and Basin Utilization. Executive Director of Engineering and Water Resources Chris Olsen reviewed the key findings of the Engineer's Report as contained in the staff report for tonight's meeting as follows:

1) Groundwater production totaled 280,420 acre-feet (af);
2) Groundwater stored in OCWD's basin increased by 56,000 af;
3) The accumulated overdraft on June 30, 2024 was 133,000 af;
4) The annual overdraft was 52,800 af;
5) Average annual overdraft for the immediate past five water years was 94,900 af;
6) Projected annual overdraft for the current 2024-25 water year is 118,000 af;
7) Projected annual overdraft for the ensuing 2025-26 water year is 110,000 af;
8) Projected accumulated overdraft on June 30, 2025 is 121,000 af;
9) Under the provisions of Section 27 of the District Act, a portion of the RA for the ensuing 2025-26 water year could be equal to an amount necessary to purchase up to 108,200 AF of replenishment water.

Mr. Olsen then reviewed the Water Supply and Basin Utilization summary of findings as follows: 1) water usage from all supplemental sources and non-local water sources totaled 55,668 af; 2) water usage from recycled water produced from within OCWD including the Groundwater Replenishment System (GWRS)

totaled 122,987 af; 3) water demands within OCWD totaled 350,290 af; and 4) estimated demands for groundwater for the ensuing 2025-26 water year are 297,000 AF.

President Bilodeau then opened the hearing for public comment. There being no persons wishing to present testimony, President Bilodeau declared the hearing closed and the Board took the following action.

MOTION NO. 25-26
RECEIVING AND FILING ENGINEER'S REPORT ON GROUNDWATER CONDITIONS, WATER SUPPLY AND BASIN UTILIZATION

Upon motion by Director Green, seconded by Director Tran and carried [7-0], the 2023-24 Engineer's Report on Groundwater Conditions, Water Supply and Basin Utilization for the water year ending June 30, 2024 is hereby received and filed.
Ayes: Amezcua, Bilodeau, Green, Meeks, Sheldon, Tran, Weigand
Absent: Jung, Nguyen, Yoh

CONSENT CALENDAR

Director Bilodeau requested to pull Item No. 5, *State Legislative Update*. The remainder of the Consent Calendar was approved upon motion by Director Green, seconded by Director Meeks and carried [7-0] as follows:
Ayes: Amezcua, Bilodeau, Green, Meeks, Sheldon, Tran, Weigand
Absent: Jung, Nguyen, Yoh

2. Approval of Cash Disbursements

MOTION NO. 25-27
APPROVING CASH DISBURSEMENTS

Payment of bills for the period of February 27, 2025 through March 12, 2025 in the total amount of $5,315,253.01 is ratified and approved.

3. Minutes of Board of Directors Meeting Held February 19 and March 5, 2025

MOTION NO. 25-28
APPROVING MINUTES OF BOARD OF DIRECTORS MEETINGS

The Minutes of the Board of Directors meeting held February 19 and March 5, 2025 are hereby approved as presented.

ITEM RECOMMENDED FOR APPROVAL AT PROPERTY MANAGEMENT COMMITTEE MEETING HELD FEBRUARY 28

4. Execution of Reinstatement and First Amendment to Grant of Easement for Monitoring Well TIC- 67

RESOLUTION NO. 25-3-32
AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE REINSTATEMENT AND FIRST AMENDMENT TO THE GRANT OF EASEMENT WITH THE IRVINE COMPANY

WHEREAS, pursuant to Resolution No. 95-9-11, adopted September 20, 1995, The Irvine Company (TIC) granted OCWD an easement for monitoring well TIC-67.

WHEREAS, the easement expired on September 20, 2020, but the well continues to serve as an important monitoring site.

WHEREAS, the Property Management Committee of this Board has recommended authorizing the General Manager to execute the Reinstatement and First Amendment to the Grant of Easement to ensure continued access to TIC-67;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby authorize the General Manager to execute the Reinstatement and First Amendment to the Grant of Easement with The Irvine Company, at no cost, with automatic annual renewals.

ITEMS RECOMMENDED FOR APPROVAL AT COMMUNICATIONS AND LEGISLATIVE COMMITTEE MEETING HELD MARCH 6

5. State Legislative Update

This item was removed from the Consent Calendar and considered separately.

6. Federal Legislative Update

MOTION NO. 25-29
ADOPTING POSITIONS ON FEDERAL LEGISLATION

The following positions on Federal legislation is hereby adopted:

Bill Number/Authors	Short Title	Recommended Position
H.R. 1267 Marie Gluesenkamp Perez (D-WA) & Celeste Maloy (R-UT)	Water Systems PFAS Liability Protection Act	Support
S. 322 Alex Padilla (D-CA)	Improve Atmospheric River Forecasts Act	Support

7. Orange County Water District State and Federal Legislative Goals/Legislative platform

RESOLUTION NO. 25-3-33
APPROVING OCWD 2025-26 LEGISLATIVE GOALS AND PLATFORM

RESOLVED, that the OCWD 2025-2026 Legislative Goals and Platform is hereby adopted as presented.

ITEMS RECOMMENDED FOR APPROVAL AT WATER ISSUES COMMITTEE MEETING HELD MARCH 12

8. Request for Proposals: 2025 Asphalt Pavement Rehabilitation Design

RESOLUTION NO. 25-3-34

AUTHORIZING ISSUANCE OF RFP FOR THE 2025 ASPHALT PAVEMENT REHABILITATION DESIGN

RESOLVED, that issuance of a Request for Proposals for the 2025 Asphalt Pavement Rehabilitation Design is authorized.

9. Emergency Repair Work Order Ratifications

RESOLUTION NO. 25-3-35
RATIFYING WORK ORDERS TO W.A. RASIC, INC. FOR EMERGENCY REPAIRS

WHEREAS, OCWD has implemented several measures to facilitate rapid response to emergency repairs, such as situations threatening loss of life or property which are needed to respond immediately to emergencies that cannot wait for the District's normal processes to scope, design, bid, award, and execute construction work; and

WHEREAS, in this regard, OCWD has multi-year agreements in place with four contractors to respond to emergencies and the General Manager has been authorized to issue Work Orders in accordance with the emergency agreements; and

WHEREAS, the District staff has advised of issuance of Work Order No. 7 to W.A. Rasic, Inc. Agreement No. 1451 for emergency repairs totaling $29,258 for a new heavy duty hatch and installation; and

WHEREAS, the District staff has advised of issuance of Work Order No. 10 to W.A. Rasic, Inc. Agreement No. 1451 for emergency repairs totaling $25,563 to repair a pipeline leak in the Green Acres Project distribution system on Bear Avenue north of I-405, in the City of Costa Mesa;

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby approve as follows:

Section 1: Issuance of Work Order No. 7 to Agreement No. 1451 and payments to W.A. Rasic, Inc. is ratified for emergency repairs totaling $29,258 as outlined herein.

Section 2: Issuance of Work Order No. 10 to Agreement No. 1451 and payments to W.A. Rasic, Inc. is ratified for emergency repairs totaling $25,563 as outlined herein.

10. Contract SB-2025-1, Bond Basin Slope Repair Project: Request for Proposals for Construction Management and Inspection Services

RESOLUTION NO. 25-3-36
AUTHORIZING ISSUANCE OF RFP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR BOND BASIN SLOPE REPAIR PROJECT

RESOLVED, that issuance of a Request for Proposals for Construction Management and Inspection Services for Contract No. SB-2025-1, Bond Basin Slope Repair Project is authorized.

11. City of Anaheim Wells 39 and 47 PFAS Treatment Systems Project: Engineer's Report and Categorical Exemption

RESOLUTION NO. 25-3-37
AUTHORIZING FILING OF A CATEGORICAL EXEMPTION FOR THE CITY OF ANAHEIM WELLS 39 AND 47 PFAS TREATMENT PLANT PROJECT AND APPROVING THE ENGINEER'S REPORT

WHEREAS, the District staff has advised that the design for the city of Anaheim Wells 39 and 47 PFAS Treatment Plant project is currently in progress and recommends approving the Engineer's Report for the project;

WHEREAS, in accordance with the California Environmental Quality Act (CEQA); staff has determined that Wells 39 and 47 PFAS Treatment Systems Project is consistent with the Categorical Exemption for New Construction or Conversion of Small Structures because it consists of the construction and operation of a limited number of new, small facilities or structures; and

NOW, THEREFORE. the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: Filing of a Categorical Exemption for the City of Anaheim Wells 39 and 47 PFAS Treatment Plant Project in compliance with the California Environmental Quality Act (CEQA) guidelines.

Section 2: The Engineer's Report for the City of Anaheim Wells 39 and 47 PFAS Treatment Plant Project is approved and the project is deemed feasible, necessary and beneficial to the lands of the District.

12. City of Anaheim Wells 48 and 53 PFAS Treatment Systems Project: Engineer's Report and Categorical Exemption

RESOLUTION NO. 25-3-38
AUTHORIZING FILING OF A CATEGORICAL EXEMPTION FOR THE CITY OF ANAHEIM WELLS 48 AND 53 PFAS TREATMENT PLANT PROJECT AND APPROVING THE ENGINEER'S REPORT

WHEREAS, the District staff has advised that the design for the city of Anaheim Wells 48 and 53 PFAS Treatment Plant project is currently in progress and recommends approving the Engineer's Report for the project;

WHEREAS, in accordance with the California Environmental Quality Act (CEQA); staff has determined that Wells 48 and 53 PFAS Treatment Systems Project is consistent with the Categorical Exemption for New Construction or Conversion of Small Structures because it consists of the construction and operation of a limited number of new, small facilities or structures; and

NOW, THEREFORE. the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: Filing of a Categorical Exemption for the City of Anaheim Wells 48 and 53 PFAS Treatment Plant Project in compliance with the California Environmental Quality Act (CEQA) guidelines.

Section 2: The Engineer's Report for the City of Anaheim Wells 48 and 53 PFAS Treatment Plant Project is approved and the project is deemed feasible, necessary and beneficial to the lands of the District.

13. City of Santa Ana PFAS Treatment at John Garthe Reservoir: Engineer's Report and Categorical Exemption

RESOLUTION NO. 25-3-39
AUTHORIZING FILING OF A CATEGORICAL EXEMPTION FOR THE CITY OF SANTA ANA PFAS TREATMENT AT JOHN GARTHE RESERVOIR AND APPROVING THE ENGINEER'S REPORT

WHEREAS, the District staff has advised that the final plans and specifications for the city of Santa Ana PFAS Treatment at John Garthe Reservoir Project are nearing completion and recommends approving the Engineer's Report for the project;

WHEREAS, in accordance with the California Environmental Quality Act (CEQA); staff has determined that city of Santa Ana Project is consistent with the Categorical Exemption for New Construction or Conversion of Small Structures because it consists of the construction and operation of a limited number of new, small facilities or structures; and

NOW, THEREFORE. the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: Filing of a Categorical Exemption for the City of Santa Ana PFAS Treatment at John Garthe Reservoir Project in compliance with the California Environmental Quality Act (CEQA) guidelines.

Section 2: The Engineer's Report for the City of Santa Ana PFAS Treatment at John Garthe Reservoir Project is approved and the project is deemed feasible, necessary and beneficial to the lands of the District.

14. Authorize Amendment No. 1 to Work Order to Environmental Science Associates for Archeological Monitoring at SA-2023-1

RESOLUTION NO. 25-3-40
AUTHORIZING AMENDMENT TO WORK ORDER WITH ESA FOR ARCHEOLOGICAL MONITORING AT SA-2023-1

WHEREAS, pursuant to Resolution No. 24-11-143, adopted November 20, 2024, OCWD authorized issuance of Work Order No. 12 to Agreement 1135 with Environmental Science Associates (ESA), to conduct archeological monitoring for portions of the construction of City of Santa Ana PFAS Water Treatment Plant Well Nos. 27 & 28; and

WHEREAS, staff has recommended issuance of Amendment No.1 to Work Order 12 to Agreement 1135 with ESA, in the amount of $59,198, to continue archeological monitoring during new ground disturbance activities for the construction of City of Santa Ana PFAS Water Treatment Plant Well Nos. 27 & 28.

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby approve issuance of Amendment No. 1 to Work Order 12 to Agreement 1135 with ESA as outlined herein; and, upon approval as to form by District General Counsel, its execution by the District officers is authorized.

15. Multispectral Aerial Imagery and Light Detection Ranging (Lidar) Data Acquisition of Prado Basin RFP

RESOLUTION NO. 25-3-41
AUTHORIZING ISSUANCE OF REQUEST FOR PROPOSALS FOR MULTISPECTRAL AERIAL IMAGERY AND LIDAR DATA ACQUISITION OF PRADO BASIN

Issuance of a Request for Proposals (RFP) is authorized for proposals for multispectral aerial imagery and LiDAR data acquisition of Prado Basin.

16. Golden State Water Company La Jolla Plant and Fern Plant PFAS Treatment Systems Project: Engineer's Report and Categorical Exemption

RESOLUTION NO. 25-3-42
AUTHORIZING FILING OF A CATEGORICAL EXEMPTION FOR GOLDEN STATE WATER COMPANY LA JOLLA PLANT AND FERN PLANT PFAS TREATMENT AND APPROVING THE ENGINEER'S REPORT

WHEREAS, the District staff has advised that the final plans and specifications for the Golden State Water Company La Jolla Plant and Fern Plant PFAS Treatment Systems Project are nearing completion and recommends approving the Engineer's Report for the project;

WHEREAS, in accordance with the California Environmental Quality Act (CEQA); staff has determined that the Golden State Water Company La Jolla Plant and Fern Plant PFAS Treatment Systems Project is consistent with the Categorical Exemption for New Construction or Conversion of Small Structures because it consists of the construction and operation of a limited number of new, small facilities or structures; and

NOW, THEREFORE. the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: Filing of a Categorical Exemption for the Golden State Water Company La Jolla Plant and Fern Plant PFAS Treatment Systems Project is in compliance with the California Environmental Quality Act (CEQA) guidelines.

Section 2: The Engineer's Report for the Golden State Water Company La Jolla Plant and Fern Plant PFAS Treatment Systems Project is approved and the project is deemed feasible, necessary and beneficial to the lands of the District.

17. Award Contract No. FUL-2024-1 Fullerton Kimberly Well 2 PFAS Water Treatment Plant to R C Foster Corporation

RESOLUTION NO. 25-3-43
AWARDING CONTRACT FOR FULLERTON KIMBERLY WELL 2 PFAS WATER TREATMENT PLANT TO R C FOSTER CORPORATION

WHEREAS, a Notice Inviting Bids for Contract No. FUL-2024-1, Fullerton Kimberly Well 2 PFAS Water Treatment Plant Project, was published in The Orange County Register on January 16, 2025; and

WHEREAS, the following bids were received and opened on March 4, 2025:

R C Foster Corporation	$ 7,071,100
Pyramid Building & Engineering, Inc.	$ 7,139,630
Pacific Hydrotech Corporation	$ 7,266,344
Caliagua Inc.	$ 7,908,804
MMC, Inc.	$ 8,953,000
Covenant Technical Solutions	$ 8,995,360

WHEREAS, the Water Issues Committee of this Board has recommended award of said Contract to the lowest responsive bid and responsible bidder, R C Foster Corporation, in the amount of $7,071,100; and

WHEREAS, the Water Issues Committee of this Board has further recommended issuance of Addenda 1-2 to revise the Bid Opening date, provide revised project plans and specifications, and to provide responses to potential bidders' questions; and

NOW, THEREFORE, the Board of Directors of the Orange County Water District does hereby resolve as follows:

Section 1: The Affidavit of Publication of Notice Inviting Bids for Contract No. FUL-2024-1 is received and filed.

Section 2: Issuance of Addenda 1-2 are hereby ratified.

Section 3: The Fullerton Kimberly Well 2 PFAS Water Treatment Plant Project budget in the amount of $10,888,160 is hereby established.

Section 4: The lowest responsive bid of R C Foster Corporation, in the amount of $7,071,100; is accepted and all other bids are rejected.

18. Evaluation of Land Subsidence History and Potential in the Orange County Groundwater Basin

RESOLUTION NO. 25-3-44
AUTHORIZING ISSUANCE OF PROFESSIONAL SERVICES AGREEMENT TO GSI ENVIRONMENTAL TO EVALUATE LAND SUBSIDENCE IN THE ORANGE COUNTY GROUNDWATER BASIN

RESOLVED, that issuance of a professional services agreement to GSI Environmental in an amount not to exceed $34,333 to evaluate land subsidence in the Orange County groundwater basin is hereby authorized.

ITEMS RECOMMENDED FOR APPROVAL AT ADMINISTRATION FINANCE COMMITTEE MEETING HELD MARCH 13

19. Monthly Cash Control Report

MOTION NO. 25-30
RECEIVING AND FILING THE MONTHLY CASH CONTROL REPORTS

The Summary Cash and Cash Equivalents Control Reports dated February 28, 2025 are hereby received and filed.

20. Investment Portfolio Holdings Reports

MOTION NO. 25-31
RECEIVING AND FILING INVESTMENT PORTFOLIO HOLDINGS REPORTS

The Investment Portfolio Holdings Reports dated February 28, 2025 are hereby received and filed.

21. Award of Services Agreement for Cowbird Trapping Services

RESOLUTION NO. 25-3-45
AUTHORIZING AGREEMENT TO THE SANTA ANA WATERSHED ASSOCIATION FOR BROWN-HEADED COWBIRD TRAPPING SERVICES WITHIN PRADO BASIN

RESOLVED, that issuance of Agreement to the Santa Ana Watershed Association for $55,000 per year plus a 5% inflation rate for each subsequent year after year one, for a not to exceed total of $237,060 for three years with an option to renew for an additional year with General Manager approval under the same terms and conditions for brown-headed cowbird trapping services within Prado Basin is hereby authorized.

22. Habitat Restoration Services at Prado and Orange County Facilities Request for Proposals

RESOLUTION NO. 25-3-46
AUTHORIZING ISSUANCE OF REQUEST FOR PROPOSALS FOR HABITAT RESTORATION SERVICES WITHIN PRADO BASIN AND ORANGE COUNTY FACILITIES

RESOLVED, that issuance of a Request for Proposals for Habitat Restoration Services within Prado Basin and Orange County Facilities is authorized.

23. Purchase Order to Taborda Solutions, Incorporated for Software Update License and Support Renewal

RESOLUTION NO. 25-3-47
AUTHORIZING ISSUANCE OF PURCHASE ORDER TO TABORDA SOLUTIONS, INCORPORATED FOR SOFTWARE UPDATE LICENSE AND SUPPORT

RESOLVED, that issuance of a Purchase Order to Taborda Solutions, Inc. for Oracle JD Edwards Software Update License and Support services in the amount not to exceed $208,101 ($69,367 annually) for a three-year period commencing on April 30, 2025 is authorized.

24. Ultraviolet Light (UV) Equipment Supply

RESOLUTION NO. 25-3-48
AUTHORIZING PURCHASE ORDER TO TROJAN TECHNOLOGIES GROUP ULC FOR UV LAMPS

RESOLVED, that issuance of Purchase Order is authorized to Trojan Technologies Group ULC for the purchase of 1,080 UV lamps in the amount of $272,861 including freight.

25. Purchase Reverse Osmosis Membrane Cleaning Chemicals from American Water Chemicals, Inc.

RESOLUTION NO. 25-3-49
AUTHORIZING PURCHASE ORDER TO AMERICAN WATER CHEMICALS INC. FOR REVERSE OSMOSIS MEMBRANE CLEANING

RESOLVED, that issuance of a Purchase Order is authorized to purchase 20,800 pounds of AWC C-227 RO membrane cleaning chemical from American Water Chemicals, Inc. for the amount of $77,587.

26. Surplus of Research & Development Obsolete Equipment, Lab Tools, and Field Headquarter Heavy-Duty Equipment

MOTION NO. 25-32
DECLARING ITEMS SURPLUS

Declare items on Surplus List as of February 10, 2025, surplus and authorize the sale and disposal thereof.

27. Additional Funds for Refurbishment and Replacement Fund R24025: Recharge Operations Heavy Equipment

RESOLUTION NO. 25-3-50
AUTHORIZING ISSUANCE OF ADDITIONAL FUNDS FOR REFURBISHMENT AND REPLACEMENT FUND R24025

Issuance of additional funds in the amount of $55,000 for R&R account R24025 for repair of heavy equipment is hereby authorized.

MATTER FOR CONSIDERATION

5. State Legislative Update

President Bilodeau reported that a watch position was recommended by the Communications and Legislative Committee for Assembly Bill 794: *California Safe Drinking Water Act: emergency regulations.* He advised that since that meeting, he and General Manager Kennedy discussed the bill with OCWD Consultants who advised that an *oppose* position would be more effective and noted that staff will compose a letter taking an oppose position on this bill. All Directors in attendance agreed with this change in recommendation.

MOTION NO. 25-33
ADOPTING POSITION ON STATE LEGISLATION

The following positions on State legislation are hereby adopted:

Bill Number/Author	Short Title	Recommendation
SB 72 (Caballero, D-Merced)	The California Water Plan: long-term supply targets 'California Water for All'	Support

Perfluoroalkyl and polyfluoroalkyl substances (PFAS) Related Bills:		
AB 794 (Gabriel, D-Encino)	California Safe Drinking Water Act: emergency regulations	Oppose
SB 454 (McNerney, D-Stockton) ACWA Sponsored Bill	SB 454 State Water Resources Control Board: PFAS Mitigation Program	Support

Upon motion by Director Bilodeau, seconded by Director Sheldon and carried [7-0] as follows,

Ayes: Amezcua, Bilodeau, Green, Meeks, Sheldon, Tran, Weigand
Absent: Jung, Nguyen, Yoh

INFORMATIONAL ITEMS

28. PFAS Update

Executive Director of Engineering Chris Olsen provided a PFAS design and construction update. Executive Director of Regulatory Affairs Jason Dadakis provided an update on State and Federal regulations.

29. SAWPA Update

President Bilodeau provided an update on recent SAWPA activities.

30. Water Resources Report

Mr. Dadakis stated the report was in the packet.

31. Committee/Conference/Meeting Reports

The Board reported on attendance at the following Committee meetings, noting the Action Agendas were included in tonight's Board packet.

Feb 28 – Property Management Committee
March 6 – Communications and Legislative Committee
March 12– Water Issues Committee
March 13– Administration and Finance Issues Committee

32. Verbal Reports

President Bilodeau reported on his trip to Sacramento with General Manager John Kennedy and noted they met with Legislators and staff to discuss PFAS challenges and funding needs.

RECESS TO CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, [Government Code Section 54956.9 (a),(d) – OCWD v. Sabic et al.. (South Basin)

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, [Government

Code Section 54956.9 (a),(d) – OCWD v. Sanmina Corp. (South Basin)

RECONVENE IN OPEN SESSION

The Board reconvened in Open Session whereupon General Counsel Jungreis advised that there was one reportable item regarding OCWD v. Sanmina Corp. (South Basin). He reported that the Board approved a final settlement agreement with RadioShack, for a total of 1.2 million dollars in total settlement of litigation.

RESOLUTION NO. CS-25-3-2
APPROVING FINAL SETTLEMENT AGREEMENT WITH RADIO SHACK FOR A TOTAL OF 1.2 MILLION DOLLARS IN SETTLEMENT OF LITIGATION

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 6:40 p.m.

_____
Christina Fuller, District Secretary

_____
Denis Bilodeau, President

MINUTES OF MEETING
BOARD OF DIRECTORS, ORANGE COUNTY WATER DISTRICT
April 2, 2025, 5:30 p.m.

President Bilodeau called to order the April 2, 2025 regular meeting of the Orange County Water District Board of Directors at 5:30 p.m. Following the Pledge of Allegiance to the Flag, the District Secretary called the roll as follows. Public access was also provided via Zoom webinar.

Directors		Staff
Valerie Amezcua		John Kennedy, General Manager
Denis Bilodeau		Jeremy Jungreis, General Counsel
Cathy Green		Christina Fuller, District Secretary
Fred Jung		
Dina Nguyen		
Natalie Meeks		
Stephen Sheldon		
Van Tran	(participated as public)	
Erik Weigand		
Roger Yoh		

VISITOR PARTICIPATION

There were no visitors wishing to address the Board this evening.

1. Public Hearing on OCWD Vacancies, Recruitment and Retention Efforts (AB2561-Government Code Section 3502.3)

President Bilodeau opened the Public Hearing on OCWD Vacancies, Recruitment and Retention Efforts. Human Resources Director Stephanie Dosier stated that recently adopted Assembly Bill ("AB") 2561 requires all local public agencies to hold annual public hearings each fiscal year to discuss staff vacancies, recruitment and retention efforts prior to the adoption of the final budget. She provided a brief presentation on current vacancies at the District and current recruitment efforts in compliance with AB 2561. She reported that staff reviewed applicable policies, procedures, and recruitment activities to identify any potential obstacles in the District's hiring process and noted no obstacles were identified.

President Bilodeau then opened the hearing for public comment. There being no persons wishing to present testimony, President Bilodeau declared the hearing closed and the Board took the following action.

MOTION NO. 25-34
RECEIVING AND FILING REPORT ON OCWD VACANCIES AND RECRUITMENT AND RETENTION EFFORTS

Upon motion by Director Meeks, seconded by Director Jung and carried [9-0], the OCWD vacancies and recruitment and retention efforts report is hereby received and filed.
Ayes: Amezcua, Bilodeau, Green, Jung, Meeks, Nguyen, Sheldon, Weigand, Yoh
Absent: Tran

CONSENT CALENDAR

The Consent Calendar was approved upon motion by Director Amezcua, seconded by Director Green and carried [9-0] as follows:
Ayes: Amezcua, Bilodeau, Green, Jung, Nguyen, Meeks, Sheldon, Weigand, Yoh
Absent: Tran

2. Approval of Cash Disbursements

MOTION NO. 25-35
APPROVING CASH DISBURSEMENTS

Payment of bills for the period of March 13, 2025 through March 26, 2025 in the total amount of $5,506,952.52 is ratified and approved.

3. Request for Proposals: Direct Access Electricity Purchase for Groundwater Replenishment System, Burris Pump Station, and Green Acres Project Santa Ana Reservoir

RESOLUTION NO. 25-4-51
AUTHORIZING ISSUANCE OF RFP FOR GROUNDWATER REPLENISHMENT SYSTEM, BURRIS PUMP STATION, AND GREEN ACRES PROJECT SANTA ANA RESERVOIR

RESOLVED, that issuance of a Request for Proposals for Direct Access electricity procurement for the OCWD Kiwi Substation, Burris Pump Station, and Green Acres Project Santa Ana Reservoir is authorized.

4. Authorization Resolution for Watersmart Planning and Project Design Grant for Sunset Gap Seawater Barrier Feasibility Study

RESOLUTION NO. 25-4-52
APPROVING AND AUTHORIZING THE APPLICATION FOR THE WATERSMART PLANNING AND PROJECT DESIGN GRANT FOR FISCAL YEARS 2023 AND 2024 INCLUDING ORANGE COUNTY WATER DISTRICT SUNSET GAP SEAWATER BARRIER FEASIBILITY STUDY AND THE EXECUTION OF GRANT DOCUMENTS WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

WHEREAS, the Board of Directors adopted a policy regarding control of seawater intrusion to: 1) prevent degradation of the quality of the groundwater basin from seawater intrusion, 2) effectively operate and evaluate the performance of the District's seawater barrier facilities, and 3) adequately identify and track trends in seawater intrusion in susceptible coastal areas and evaluate and act upon this information, as needed, to protect the groundwater basin;

WHEREAS, the Board of Directors approved the design and construction of Sunset Gap groundwater monitoring wells, water quality sampling, and a barrier feasibility study to evaluate the extent of seawater intrusion and seawater intrusion barrier alternatives;

WHEREAS, the United States Department of the Interior, Bureau of Reclamation, announced the second-round grant funding program entitled "WaterSMART Planning and Project Design Grants for Fiscal Year 2023 and Fiscal Year 2024" ("Grant") provided by the Bipartisan Infrastructure Law for collaborative planning and design projects to support water management improvements; and

WHEREAS, this resolution certifies the Board of Directors' review and support for the application package submitted for the Grant.

NOW, THEREFORE, the Board of Directors of Orange County Water District does hereby resolve:

Section 1: The Board of Directors hereby authorizes and directs the General Manager to sign, submit and file, for and on behalf of Orange County Water District, a Grant application package to the United States Department of the Interior, Bureau of Reclamation, in response to the Notice of Funding Opportunity Number R23AS00109 to support the Sunset Gap Barrier Feasibility Study.

Section 2: The Board of Directors hereby agrees and further authorizes the General Manager or his designee, to provide the assurances, certifications, and commitments required for the Grant, to negotiate and execute any documents related to this Grant, including a financial assistance agreement and any amendments or changes thereto, and to accept financial assistance from the United States Department of the Interior, Bureau of Reclamation.

Section 3: If the Grant application package is approved, Orange County Water District has the financial capability to provide the cost-sharing funds to match the requirements of the Grant.

Section 4: Orange County Water District will work with the United States Department of the Interior, Bureau of Reclamation, to meet established deadlines for entering into a financial assistance agreement.

INFORMATIONAL ITEMS

5. Stormwater Credit Program

Keith Linker, City Engineer for Anaheim, presented on Anaheim's stormwater credit banking program, which launched in 2023. He reported that Anaheim is the first city in Orange County to establish a fully operational credit banking system designed to encourage private developers and public agencies to invest in stormwater capture and infiltration projects. He advised that the program enables participants to earn credits by implementing stormwater management improvements that exceed regulatory requirements. He noted that the credits can then be used to offset obligations on other projects, creating a flexible and market-driven approach to stormwater compliance. Mr. Linker stated that the success of Anaheim's program offers a potential model for OCWD to consider as it evaluates its own approach to stormwater credit banking. He advised that the city has already seen benefits, including increased investment in green infrastructure, enhanced groundwater recharge, and a scalable funding mechanism for future water-related projects.

6. SAWPA Update

Director Bilodeau provided an update on recent SAWPA activities.

7. Committee/Conference/Meeting Reports

There were no reports provided this evening.

8. Verbal Reports

General Manager John Kennedy reported that the District received two awards from the California Association of Public Information Officers (CAPIO).

Director Weigand reported on his attendance at the Mesa Water Education Center dedication event on March 28th.

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 6:21 p.m.

_____
Christina Fuller, District Secretary

_____
Denis Bilodeau, President

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: March 28, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/ Line Item No. N/A
General Counsel Approval: Yes
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

SUBJECT: **RESOLUTION DECLARING LEASE AREA AS EXEMPT SURPLUS LAND AND APPROVAL OF LEASE TO YORBA LINDA WATER DISTRICT (YLWD) FOR PROPOSED WATER WELL 23 AT WARNER BASIN**

SUMMARY

On April 26, 2022, the Board approved Yorba Linda Water District's (YLWD) request for a new well site (Well No. 23) on District property at Warner Basin and authorized the General Manager to finalize and execute a lease. After the Board's approval and before executing the lease, YLWD requested extending the termination notice from twelve (12) months to five (5) years, as was done with YLWD Wells 21 and 22. As the proposed lease land is subject to the California Surplus Land Act (SLA) and qualifies as "exempt surplus land" under the SLA, compliance with the SLA requires the Board to adopt a resolution declaring it "exempt surplus land" and submitting it to the California Department of Housing and Community Development (HCD) for a thirty (30) day review and comment period prior to entering into the lease. Staff is requesting the adoption of this resolution, direction to submit it to HCD, and approval and execution of the lease by the General Manager, contingent on completion of the SLA process for exempt surplus land with HCD.

Attachments:
- Location Map
- Resolution
- Lease Agreement

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting:

1) Adopt "RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT DECLARING CERTAIN PROPERTY AS "EXEMPT SURPLUS LAND"" declaring a portion of Warner Basin property subject to the proposed Yorba Linda Water District lease for Well 23 as "exempt surplus land" and authorizing the General Manager and General Counsel to file Resolution with the Department of Housing and Community Development (HCD); and

2) Approve and authorize the General Manager to execute lease with the Yorba Linda Water District to construct a groundwater production well and appurtenant pipeline and drain pipe at Warner Basin, including construction and maintenance area, for a term of 50 years with 5-year termination notice; with rent to consist of a 6-inch water service connection and submeter for water, at no cost to the District, to fill District and its contractor's water trucks and for irrigation uses. Provide that execution of the lease will only occur following completion of the SLA process, including HCD review of the resolution indicated above.

DISCUSSION/ANALYSIS

On April 26, 2022, the Board approved Yorba Linda Water District's (YLWD) request for a new well site and pipeline easement to be located on District property at the west side of Warner Basin near the intersection of Tustin and La Palma Avenues (Well No. 23) and authorized the General Manager to finalize negotiations and execute a well site lease agreement. The pipeline would extend from the well site to an existing supply line located near Van Buren Street, Anaheim CA. The proposed well site is approximately 6,089 square feet (sf) including the electrical easement to provide power to the well plus the well water discharge pipeline to Warner Basin. The proposed pipeline on District property is approximately 36,095 sf to convey water from the well to the existing YLWD supply line near Van Buren Street.

The approved lease terms with the YLWD were to construct a groundwater production well and appurtenant pipeline and drainpipe at Warner Basin for a term of 50 years. The rental fee would consist of a 6-inch water service connection with submeter from Well No. 23 to allow the District to connect to the 6-inch water service connection for the purpose of filling the District's or its contractors' water trucks and for irrigation uses. The District's current Lessee at Warner Basin, Corona Recreation Inc., has been advised and has no objection to the Well Facilities.

Subsequent to the Board's approval on April 26 and prior to execution of the lease, YLWD requested changes to the terms of the lease that the District modify the written termination notice from twelve (12) months to five (5) years. According to YLWD, under GASB 87 (Governmental Accounting Standards Board), which requires a Lessee to recognize a lease liability and an intangible right-to-use lease asset at the end of the lease term, YLWD's auditors will require YLWD to expense, rather than capitalize, the entire cost of the well construction for Wells 23 within one fiscal year due to the 12-month termination clause. Changing the termination clause to five years allows YLWD to spread the costs of the well construction over the five years.

In exchange for YLWD's proposed change to the terms, YLWD agreed to remove the provision whereby the District would reimburse YLWD for the initial construction cost of the well on a straight-line depreciation basis over the initial 20-year term, should the District terminate the lease within 20 years of its commencement.

On June 15, 2022, the Board had approved amendments to the leases for YLWD Wells 21 and 22, modifying the same provisions to those leases. As the proposed changes to the terms for Well 23 are identical to those approved by the Board for Wells 21 and 22, staff

does not object to YLWD's request to extend the termination notice. Accordingly, staff is presenting a proposed Lease and recommends its approval (subject to completion of the HCD notification process for exempt surplus land).

Additionally, the SLA requires that before a local agency acts to "dispose of" land, it must declare the property to be either "surplus land" or "exempt surplus land." A lease with a total term in excess of fifteen (15) years (inclusive of options/extensions) is deemed to be either surplus or exempt surplus land under the SLA. The SLA's definition of exempt surplus land includes property that is transferred by a local agency, in this case the District, to another local, state, or federal agency for the receiving agency's use, in this case YLWD.

Compliance with the SLA requires the Board to adopt a resolution declaring the subject property "exempt surplus land" and the submission of that resolution to the California Department of HCD for a thirty (30) day review and comment period prior to entering into lease that exceeds fifteen (15) years (inclusive of options/extensions). Therefore, staff is recommending that the Board adopt a resolution declaring a portion of Warner Basin property subject to the YLWD lease for Well 23 as "exempt surplus land" and authorizing the General Manager and General Counsel to file the resolution with HCD. Upon submission, HCD will have thirty (30) days to review the resolution and provide comments, if any, to the District.

Because the SLA prohibits the District from entering into the proposed lease until the SLA process is complete, staff recommends that the Board approve the form of lease and authorize the General Manager to execute it once the SLA process, including HCD's review of the exemption resolution, is complete.

PRIOR BOARD ACTIONS

06/15/2022 R22-6-72 Approve YLWD's Lease Amendments for Well 21 and 22, amending written termination notice from twelve (12) months to five (5) years and removing OCWD's reimbursement clause in both Lease Agreements, subject to legal counsel review

04/06/2022 R22-4-34 Approve Yorba Linda Water District's Well 23 Facilities and the General Manager is authorized to finalize negotiations and execute the well site lease, subject to legal counsel review

05/22/2019 MOTION No.19-66 – Approve Yorba Linda Water District request for conceptual approval for proposed water well at Warner Basin

09/7/2016 R16-9-119 - Approve 50-year Lease Agreement with YLWD to construct a water production well No. 22 at Huckleberry Pond

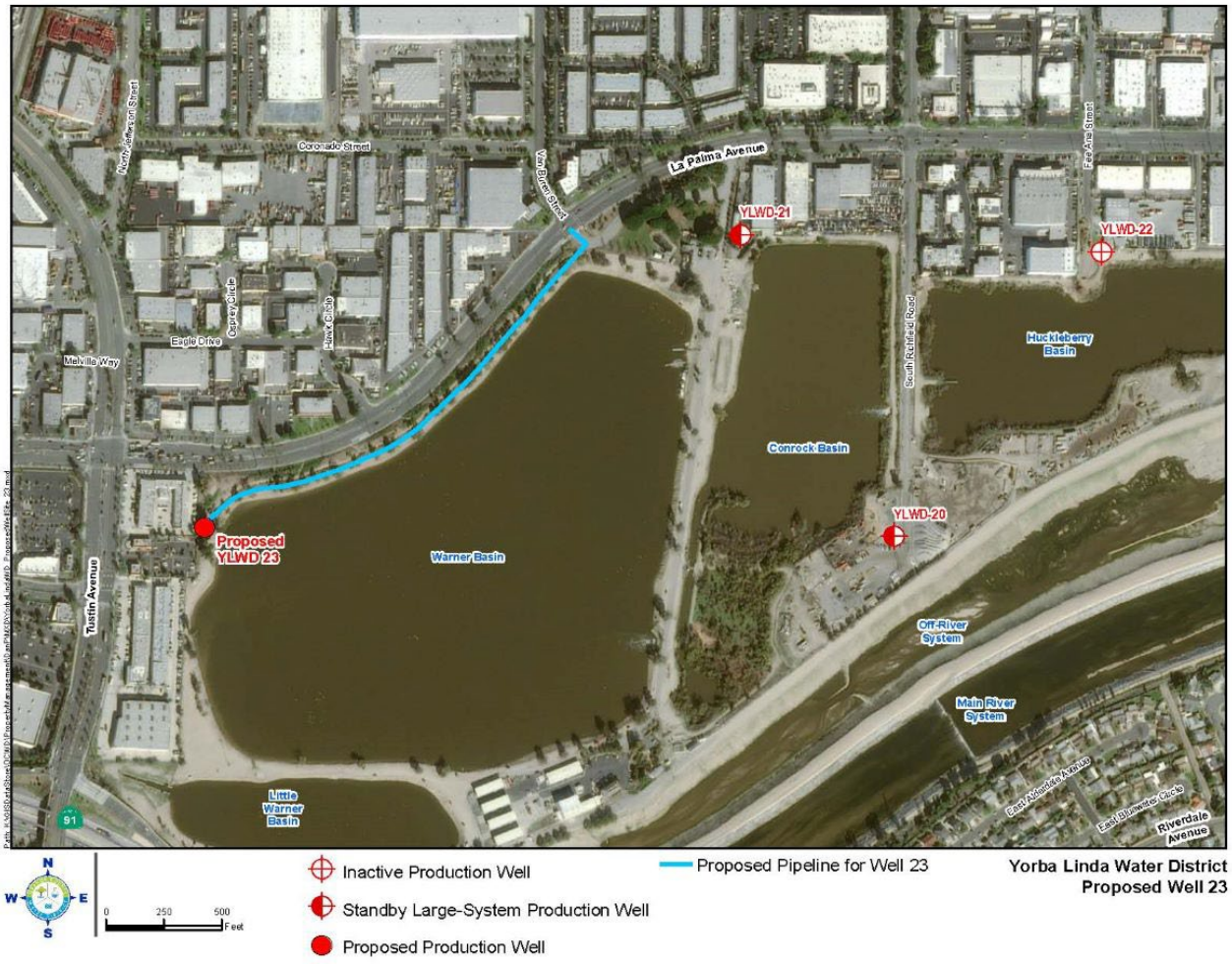
07/1/2015 R15-7-90 – Execution of Amendment One to Lease Agreement for Well No. 21 to Yorba Linda Water District to revise Legal Description of Premises

10/1/14, MOTION NO.14-146, Conceptually Approving request from Yorba Linda Water District for proposed water well at Huckleberry Pond.

9/3/2014, R14-9-122 – Execution of Easement Deed to the City of Anaheim for electrical service to the YLWD Well No. 21 at Warner Basin

12/19/2012, R12-12-144 - Approve 50-year Lease Agreement with YLWD to construct a water production Well No. 21 at Warner Basin

LOCATION MAP



RESOLUTION NO. 2025-04-xx

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE ORANGE COUNTY WATER DISTRICT DECLARING
CERTAIN PROPERTY AS "EXEMPT SURPLUS LAND"

A. The Orange County Water District ("**OCWD**") is a California Special District that manages the groundwater basin in central and norther Orange County.

B. OCWD is the current fee owner of property located at 4060 E La Palma Ave, Anaheim, CA 92807 and is commonly known as Warner Basin. The Warner Basin property, which is improved with a recharge basin, conveyance pipes and channels, pump station, instrumentation, roadways, related facilities and including the land under and certain land surrounding Warner Basin, is collectively referred to as the "**Warner Recharge Basin Property**" as depicted in Exhibit 1.

C. The Yorba Linda Water District (**YLWD**) intends to install, construct, reconstruct, redevelop, inspect, maintain, operate, and improve one production water well, electrical service, and pipelines and appurtenances (collectively referred as the "**Well Facilities**") on OCWD's Warner Recharge Basin Property to convey water to YLWD's water distribution system.

D. The Parties intend for OCWD to lease to YLWD three parcels of land located at the west and north side of Warner Basin near the intersection of Tustin and La Palma Avenues, Anaheim, California, for the Well Facilities, comprising a portion of the Warner Recharge Basin Property and all appurtenant rights and privileges (the "**Property**"), defined as (i) Parcel "1", which is the "Well 23 Site", including electrical service (Assessor Parcel Number 346-132-03); (ii) Parcel "2", which is the "Construction and Maintenance Area" (Assessor Parcel Number 346-132-03); and (iii) Parcel "3", which is the "Appurtenant Premises" consisting of pipeline area for water pipeline and wasteline area with outlet structure (Assessor Parcel Numbers 346-132-03, 346-143-06, 342-143-05, 343-143-04 and 346-143-03) and legally described in Exhibit 2A and depicted in Exhibit 2B. YLWD will continue to maintain and operate the Property for the purposes of constructing and operating Well 23.

E. The Surplus Land Act (Government Code § 54220 *et seq.*, the "Act") requires that before a local agency takes final action to "dispose of" land, which includes entering into a lease that in total exceeds fifteen years in duration, the local agency must declare the property to be either "surplus land" or "exempt surplus land." Government Code § 54221(f)(1)(D) includes as "exempt surplus land" property "that a local agency is transferring to another local, state, or federal agency…for the receiving agency's use."

G. The Property is not (A)Within a coastal zone; (B) Adjacent to a historical unit of the State Parks System; (C) Listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or (D) Within the Lake Tahoe region as defined in Section 66905.5 of the Act, and therefore the District is not required to send a written notice of the availability for open-space purposes as required in §54221(f)(2) of the Act.

NOW, THEREFORE, the Board of Directors of OCWD DOES HEREBY, FIND, RESOLVE, AND DECLARE as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. The Property is "exempt surplus land" because OCWD is transferring the Property by Lease, with a term longer than fifteen years (inclusive of any extension or renewal options), to YLWD, another local agency, for YLWD's use in the production and distribution of water.

3. The General Manager or Designee is hereby authorized to send a notice of exemption determination to the California Department of Housing and Community Development ("HCD") pursuant to Section 400(e) of the Surplus Land Act Guidelines ("Guidelines"), and to communicate with HCD regarding OCWD's declaration that the Property is "exempt surplus land." The General Manager is further authorized to execute an agreement with YLWD for the lease of the Property to YLWD upon completion of the HCD notification process described in Guidelines, § 400 (e).

4. The Clerk of the Board of Directors shall attest the adoption of this Resolution

ADOPTED, SIGNED AND APPROVED this___ day of _____, 2025.

Date:_____

ORANGE COUNTY WATER DISTRICT,
A special act district of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

By: _____
Denis Bilodeau, President

By: _____
John Kennedy, General Manager

ATTEST:

_____
_____, Clerk of the Board of Directors

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP.

_____
General Counsel, Orange County Water District

Exhibit 1 – Location Map

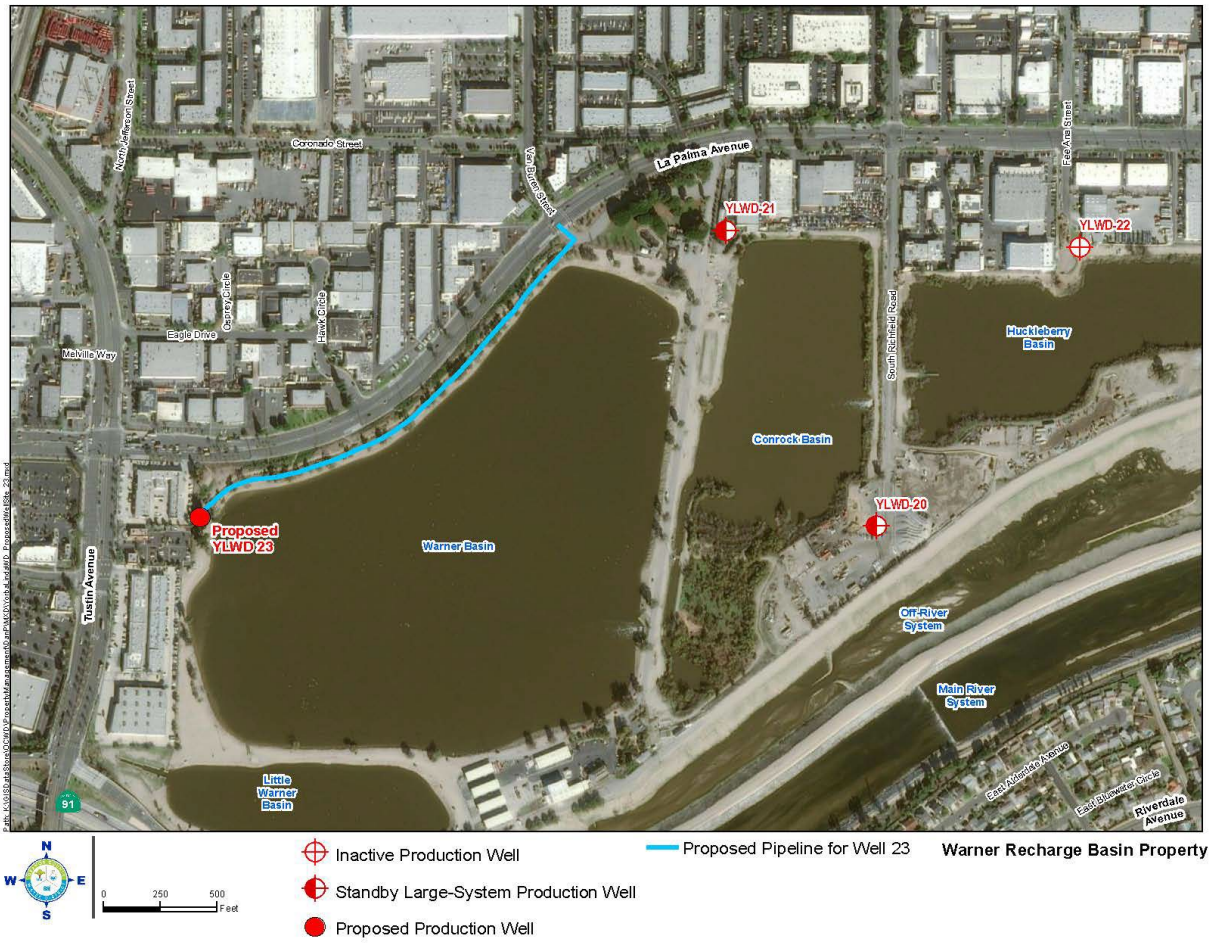


Exhibit 2A

EXHIBIT "A"

LEGAL DESCRIPTION

WELL 23 SITE AND APPURTENANT PREMISES

All that certain land situated in the City of Anaheim, County of Orange, State of California, described as follows:

That portion of fractional Section 4, Township 4 South, Range 9 West, of the San Bernardino Meridian, more particularly described as follows.

PARCEL 1 (WELL 23 SITE)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to the **True Point of Beginning of Parcel 1**;

THENCE South 87°43'30" East, 36.03 feet to a point of non-tangency;

THENCE South 27°43'30" East, 35.94 feet to a point of non-tangency;

THENCE South 2°16'30" West, 86.81 feet to a point of non-tangency;

THENCE (North 87°43'30" West, 54.00 feet to a point of non-tangency;

THENCE North 2°16'30" East, 117.94 feet;

Containing 6,088.96 square feet, more or less.

PARCEL 2 (CONSTRUCTION AND MAINTENANCE AREA)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 265.20 feet to the **True Point of Beginning of Parcel 2**;

THENCE South 87°43'30" East, 54.00 feet to a point of non-tangency;

THENCE South 2°16'30" West, 77.01 feet to a point of non-tangency;

THENCE South 32°16'30" West, 38.09 feet to a point of non-tangency;

THENCE North 87°43'30" West, 34.95 feet to a point of non-tangency;

THENCE North 2°16'30" East, 110.00 feet;

Containing 5,625.81 square feet, more or less.

PARCEL 3 (APPURTENANT PREMISES)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to a point of non-tangency;

THENCE South 87°43'30" East, 36.03 feet to the **True Point of Beginning of Parcel 3**;

THENCE South 87°43'30" East, 28.74 feet to a point of non-tangency;

THENCE North 46°52'26" East, 8.82 feet to a point of non-tangency;

THENCE North 43°23'18" East, 1.83 feet to a point;

THENCE North 43°23'18" East, 21.91 feet to a point of non-tangency;

THENCE North 48°14'22" East, 46.05 feet to a point of non-tangency;

THENCE North 52°25'33" East, 20.41 feet to the beginning of a curve concave southeasterly, said curve has a radius of 197.29 feet;

THENCE northeasterly along said curve through a central angle of 14°20'54" an arc distance of 49.41 feet to a point of tangency;

THENCE North 66°46'27" East, 6.45 feet to the beginning of a curve concave southerly, said curve has a radius of 394.57 feet;

THENCE easterly along said curve through a central angle of 19°49'00" an arc distance of 136.47 feet to a point of tangency;

THENCE North 86°35'27" East, 31.56 feet to the beginning of a curve concave northerly, said curve has a radius of 197.29 feet;

THENCE easterly along said curve through a central angle of 10°20'40" an arc distance of 35.62 feet to a point of tangency;

THENCE North 76°14'47" East, 89.11 feet to a point of non-tangency;

THENCE North 69°39'53" East, 45.48 feet to a point of non-tangency;

THENCE North 72°01'57" East, 69.14 feet to a point of non-tangency;

THENCE North 76°00'35" East, 31.51 feet to a point of non-tangency;

THENCE North 65°23'28" East, 228.87 feet to a point of non-tangency;

THENCE North 59°50'40" East, 64.91 feet to a point of non-tangency;

THENCE North 55°29'43" East, 85.25 feet to a point of non-tangency;

THENCE North 49°51'15" East, 37.06 feet to a point of non-tangency;

THENCE North 45°49'05" East, 291.69 feet to a point of non-tangency;

THENCE North 40°49'17" East, 150.30 feet to a point;

THENCE North 40°52'04" East, 134.36 feet to the beginning of a curve concave southeasterly, said curve has a radius of 200.00 feet;

THENCE northeasterly along said curve through a central angle of 9°31'31" an arc distance of 33.25 feet to a point of tangency;

THENCE North 50°23'35" East, 10.78 feet to the beginning of a non-tangent curve concave northwesterly, said curve has a radius of 561.96 feet, to which a radial line bears South 48°57'20" East;

THENCE northeasterly along said curve through a central angle of 8°39'44" an arc distance of 84.96 feet to a point of reverse curvature, said curve is concave southeasterly and has a radius of 98.64 feet;

THENCE northeasterly along said curve through a central angle of 7°19'07" an arc distance of 12.60 feet to a point of tangency;

THENCE North 39°42'03" East, 86.67 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 550.13 feet, to which a radial line bears North 52°50'14" West;

THENCE northeasterly along said curve through a central angle of 6°57'02" an arc distance of 66.74 feet to a point of non-tangency;

THENCE North 42°50'09" East, 154.42 feet to a point of non-tangency;

THENCE North 47°09'51" West, 58.25 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 1,546.89 feet, to which a radial line bears North 40°49'12" West;

THENCE northeasterly along said curve through a central angle of 2°02'08" an arc distance of 54.96 feet to a point of non-tangency;

THENCE South 47°09'51" East, 66.21 feet to a point of non-tangency;

THENCE South 42°50'09" West, 54.50 feet to a point;

THENCE South 42°50'09" West, 154.59 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 535.13 feet, to which a radial line bears North 45°52'08" West;

THENCE southwesterly along said curve through a central angle of 7°00'13" an arc distance of 65.41 feet to a point of non-tangency;

THENCE South 39°42'03" West, 87.01 feet to the beginning of a curve concave southeasterly and has a radius of 83.64 feet;

THENCE southwesterly along said curve through a central angle of 7°19'07" an arc distance of 10.68 feet to a point of reverse curvature, said curve is concave northwesterly and has a radius of 576.96 feet;

THENCE southwesterly along said curve through a central angle of 8°47'05" an arc distance of 88.46 feet to a point of non-tangency;

THENCE South 50°23'35" West, 12.00 feet to the beginning of a curve concave southeasterly and has a radius of 185.00 feet;

THENCE southwesterly along said curve through a central angle of 9°31'31" an arc distance of 30.76 feet to a point of tangency;

THENCE South 40°52'04" West, 134.36 feet to a point;

THENCE South 40°49'17" West, 150.94 feet to a point of non-tangency;

THENCE South 45°49'05" West, 292.88 feet to a point of non-tangency;

THENCE South 49°51'15" West, 38.33 feet to a point of non-tangency;

THENCE South 55°29'43" West, 86.56 feet to a point of non-tangency;

THENCE South 59°50'40" West, 66.20 feet to a point of non-tangency;

THENCE South 65°23'28" West, 230.99 feet to a point of non-tangency;

THENCE South 76°00'35" West, 32.38 feet to a point of non-tangency;

THENCE South 72°01'57" West, 68.31 feet to a point of non-tangency;

THENCE South 69°39'53" West, 46.03 feet to a point of non-tangency;

THENCE South 76°14'47" West, 89.97 feet to the beginning of a curve concave northerly and has a radius of 212.29 feet;

THENCE westerly along said curve through a central angle of 10°20'40" an arc distance of 38.33 feet to a point of tangency;

THENCE South 86°35'27" West, 31.56 feet to the beginning of a curve concave southerly and has a radius of 379.57 feet;

THENCE westerly along said curve through a central angle of 19°49'00" an arc distance of 131.28 feet to a point of tangency;

THENCE South 66°46'27" West, 6.45 feet to the beginning of a curve concave southeasterly and has a radius of 182.29 feet;

THENCE southwesterly along said curve through a central angle of 14°20'54" an arc distance of 45.65 feet to a point of tangency;

THENCE South 52°25'33" West, 19.86 feet to a point of non-tangency;

THENCE South 48°14'22" West, 44.87 feet to a point of non-tangency;

THENCE South 43°23'18" West, 18.35 feet to a point of non-tangency;

THENCE South 87°43'30" East, 68.33 feet to a point of non-tangency;

THENCE South 29°01'15" West, 16.80 feet to a point of non-tangency;

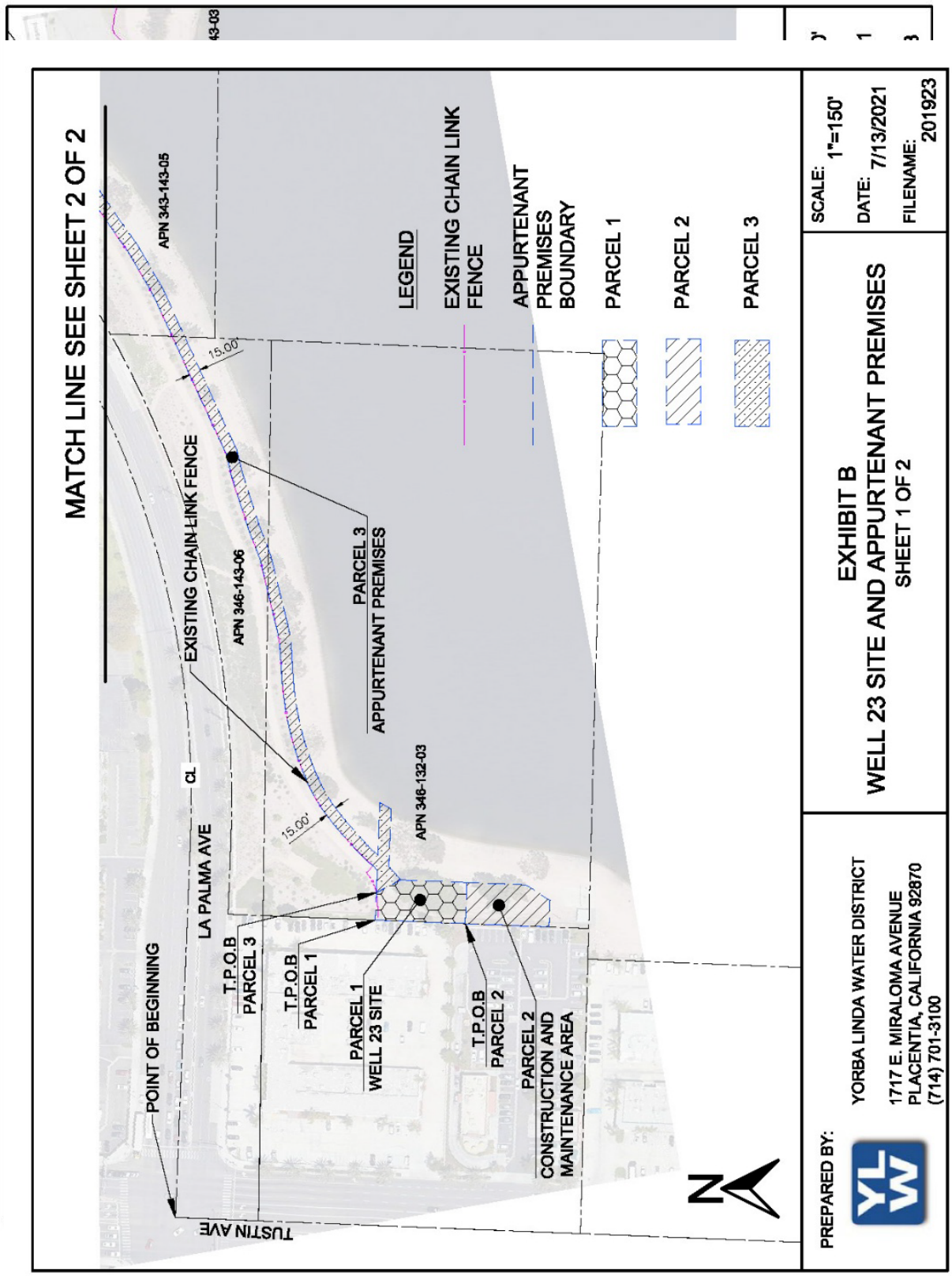
THENCE North 87°43'30" West, 75.52 feet to a point of non-tangency;

THENCE South 48°11'31" West, 23.18 feet to a point of non-tangency;

THENCE North 27°43'30" West, 35.94 feet;

Containing 36,094.82 square feet, more or less.

Exhibit 2B


MATCH LINE SEE SHEET 2 OF 2
APN 343-143-05
APN 346-143-06
APN 346-132-03
EXISTING CHAIN-LINK FENCE
LA PALMA AVE
CL
TUSTIN AVE
POINT OF BEGINNING
T.P.O.B PARCEL 3
T.P.O.B PARCEL 1
T.P.O.B PARCEL 2
PARCEL 1 WELL 23 SITE
PARCEL 2 CONSTRUCTION AND MAINTENANCE AREA
PARCEL 3 APPURTENANT PREMISES
15.00'
15.00'
LEGEND
EXISTING CHAIN LINK FENCE
APPURTENANT PREMISES BOUNDARY
PARCEL 1
PARCEL 2
PARCEL 3
N
EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 1 OF 2
SCALE: 1"=150'
DATE: 7/13/2021
FILENAME: 201923
PREPARED BY:
YORBA LINDA WATER DISTRICT
1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

LEASE AGREEMENT

(YORBA LINDA WATER DISTRICT)
(Warner Basin – Well No. 23)

This LEASE AGREEMENT ("Lease") is made and entered into as of _____, 2025 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended ("OCWD"), and the **Yorba Linda Water District**, a public agency created and operating under authority of Division 12 of the California Water Code ("Lessee").

PART I
FUNDAMENTAL LEASE TERMS

1.1 Lease: For and in consideration of the payment of rent and the performance by Lessee of each and every term, covenant, and condition of this Lease, OCWD hereby leases to Lessee, and Lessee leases from OCWD, the following real property owned by OCWD, for the use, purpose, or activity specified in Paragraphs 1.1.2 and 1.1.3:

1.1.1 **Leased Premises:** Located at the west and north side of Warner Basin near the intersection of Tustin and La Palma Avenues, Anaheim, California, and more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, included as Part IV attached hereto (the "Premises"). The Premises is defined as (i) Parcel "1", which is the "Well 23 Site", including electrical service; (ii) Parcel "2", which is the "Construction and Maintenance Area"; and (iii) Parcel "3", which is the "Appurtenant Premises" consisting of pipeline area for water pipeline and wasteline area with outlet structure.

1.1.2 **Use of Leased Premises:** For and during the term of this Lease, and any extension or renewal of it, Lessee shall use the Premises solely and exclusively for the following purpose(s) or activity(ies): to install, construct, reconstruct, redevelop, inspect, maintain, operate, and improve (a) one production water well (the "Well"), (b) electrical service, and (c) pipelines and appurtenances [(a)-(c) collectively referred to hereafter, "Well Facilities"], including egress from and ingress to the Premises from La Palma Avenue.

1.1.3 **Use Limitation for Premises.** The Well 23 Site shall be used exclusively by Lessee as the location of the Well, well enclosure, and appurtenant piping, electrical service, and other facilities, on a reinforced concrete slab. The Construction and Maintenance Area shall be used exclusively by Lessee during construction of the Well and later during construction of the wellhead facilities and appurtenant facilities connected thereto. Periodically, thereafter, Lessee may use the Construction and Maintenance Area for maintenance and upkeep of the Well. When not otherwise in use by Lessee, the Construction and Maintenance Area and Appurtenant Premises will be available for use by OCWD, and Lessee understands and acknowledges that it will not have the quiet enjoyment and use of the Construction and Maintenance Area or Appurtenant Premises at such times. The Premises shall be used exclusively by Lessee

during time of construction of pipelines and appurtenances. After completion of construction, OCWD shall have the right to use the surface of the Appurtenant Premises and Construction and Maintenance Area, subject to the condition that, if and when maintenance or repair of pipelines and appurtenances is required, Lessee may require exclusive use of all or portions of Appurtenant Premises during the time of repair or maintenance.

1.2 Term: This Lease shall commence on _____ ("Commencement Date") and, subject to Part II below, shall continue to and terminate at 11:59 p.m. local time on _____("Expiration Date"), fifty (50) years after commencement. If so agreed by both Parties, the Lease may be extended for a time period and at a cost as agreed to by both Parties. This Lease is subject to early termination in accordance with Section 2.10 of this Lease, and the paragraph below in this Paragraph 1.2. This Lease and the Lessee's rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both OCWD and the Lessee. Notwithstanding any other provision of this Lease, OCWD or Lessee shall have the right for any reason, at any time, with or without cause, to terminate this Lease prior to the Expiration Date, by giving the other party five (5) years written notice of termination at the address provided herein.

Prior to construction of the Well, Lessee will perform geotechnical studies to determine whether the Leased Premises are suitable for Lessee's well location. If the Leased Premises are not suitable, the Parties may negotiate a different location on OCWD property to locate Lessee's well or either Party may terminate the Lease by giving the other party thirty (30) days written notice of termination without incurring any fees, costs, or rent.

BY PLACING ITS INITIALS HERE, LESSEE ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS LEASE FOR TERMINATION WITH OR WITHOUT CAUSE AS SET FORTH IN SECTION 1.2 HEREINABOVE.

Lessee: _____

1.3 Lease Consideration: As consideration for Lease of the Premises, Lessee shall provide a 6" water service connection with submeter from Lessee's Well to allow OCWD to connect to the 6" water service connection for the purpose of filling OCWD or its contractors' water trucks for irrigation uses, at no cost to OCWD or its contractors for the connection and the water use, for the term of this Lease and any extension. Said 6" water service connection shall be constructed in accordance to plans approved by OCWD's General Manager or his designee and water shall be available at the time construction is completed for the Well. Water may be potable, non-potable, undisinfected, or chlorinated well water. The water may come from the Well or Well No. 21.

1.4 Notices and Payments: All payments, notices, and other writings required to be delivered under this Lease to either party shall be delivered in accordance with the provisions of Part II (General Lease Provisions) to OCWD and to Lessee at the address set forth in Section 2.11 Paragraph 2.11.1.

1.5 Attachments: This Lease incorporates by reference the following Attachments to this Lease:

Part I:	Fundamental Lease Term	
Part II:	General Lease Provisions	
Part III:	Special Lease Provisions	
Part IV:	Exhibit A:	Legal Description Premises (4 pages)
	Exhibit B:	Plat of Legal Description, Construction and Maintenance Area, Well 23 Site, and Appurtenant Premises (2 pages)

1.6 Integration: This Lease represents the entire understanding of OCWD and Lessee as to the Lease and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Lease. This Lease supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this Lease.

IN WITNESS WHEREOF, the parties have executed and entered into this Lease as of the date first set forth above.

[SIGNATURES ON NEXT PAGE]

ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended By: _____ Denis Bilodeau, President	**YORBA LINDA WATER DISTRICT,** a special governmental district of the state of California By: _____ Tom Lindsey, President

By: _____ John Kennedy, General Manager **APPROVED AS TO FORM:** **RUTAN & TUCKER, LLP.** By: _____ General Counsel, Orange County Water District Lease Agreement Well No. 23	By: _____ Richard Mark Toy General Manager **APPROVED AS TO FORM:** **KIDMAN GAGEN LAW, LLP** By: _____ Andrew B. Gagen General Counsel **Lessee Information:** Address for Notices: Yorba Linda Water District Attention: General Manager 1717 E. Miraloma Ave. Placentia, CA 92870 Telephone Number: (714) 701-3020

PART II
GENERAL LEASE PROVISIONS

2.1 ~~Lease Rental Payments~~

~~2.1.1 Transmittal of Payments: Lessee shall make all Rental Payments, and pay all other sums due under this Lease, in lawful money of the United States, by check, payable to "ORANGE COUNTY WATER DISTRICT," and shall personally deliver or mail all Rental Payments without any notice or demand to OCWD at the address set forth in Paragraph 2.11.1 below. Lessee assumes all risk of loss or late payment if any payment is made by mail.~~

~~2.1.2 No Offsets: All Rental Payments and other sums due under this Lease shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Lessee nor the acceptance by OCWD of any Rental Payment or other sum in an amount which is less than the amount due and payable pursuant to this Lease, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this Lease, shall constitute an agreement by OCWD modifying this Lease or a waiver of OCWD's right to receive all Rental Payments and other sums provided for in this Lease. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and OCWD shall accept all checks and payments from Lessee without prejudice to OCWD's right to recover the balance of the amount due or to pursue any other remedy in this Lease or otherwise provided by law.~~

~~2.1.3 Holding Over: If Lessee remains in possession of the Premises after the expiration of the Lease term or any authorized extension or renewal thereof with the consent of OCWD (either express or implied) and without executing a new Lease, then such holding over shall not be considered a renewal of this Lease, but rather shall be construed as a tenancy from month to month, subject to all conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy; provided, however, that Lessee shall pay as rent to OCWD, for each month that Lessee holds over, an amount equal to two hundred percent (200%) of the Rental Payment as set forth in Section 1.3 and adjusted in accordance with Part III. Notwithstanding the foregoing, nothing contained in this Lease shall be deemed consent by OCWD to occupancy or possession of the Premises by Lessee after the expiration or termination of this Lease.~~

~~2.1.4 Proration: In the event that Lessee's obligation to make Rental Payments terminates on some date other than the last day of a calendar month, the last month's rent shall be prorated based upon a thirty (30) day month to reflect the actual period of tenancy during that calendar month.~~

~~2.2 Charges for Late Payments: If any Lease Rental Payment or any other sum due OCWD is not received by OCWD within ten (10) days after the due date, Lessee shall be deemed delinquent in its payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of one hundred dollars ($100.00), shall become immediately due and payable to OCWD. An additional charge of one and one-half percent (1.5%) of such delinquent~~

~~payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid. In this regard:~~

~~2.2.1 Lessee and OCWD hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that OCWD will incur by reason of Lessee's late payment.~~

~~2.2.2 Acceptance by OCWD of any delinquent payment or late charge shall in no way constitute a waiver of Lessee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this Lease or otherwise provided at law~~

2.3 Condition and Inspection of Premises

2.3.1 Premises Leased "As-Is": Lessee acknowledges that the Premises are being leased to Lessee on an "as-is" basis, and Lessee takes and occupies the Premises without reliance upon any representation by OCWD, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Lessee's intended use or any other particular purpose of use, their income producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this Lease.

2.3.2 No Representation or Warranty Concerning Premises: Lessee acknowledges that neither OCWD, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Lessee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this Lease.

2.3.3 Inspection by Lessee: Lessee acknowledges that Lessee has had the opportunity to and has inspected the Premises prior to the execution of this Lease, and that Lessee takes and leases the Premises in the condition in which the Premises exist as of the date of this Lease. Lessee stipulates that the Premises are in good, clean, safe and leasable condition, and fit for Lessee's intended use, as of the date of this Lease and the Commencement Date.

2.4 Use of Premises

2.4.1 Conditions of Use: For and during the term of this Lease, and any extension or renewal thereof, Lessee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

~~2.4.1.1 Except as provided in this Lease, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 and 1.1.3 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of OCWD, which shall not be unreasonably withheld~~.

~~2.4.1.2 Lessee shall at all times during the term of this Lease and any extension or renewal thereof, maintain proper and adequate policing of the~~

~~Premises in order to assure orderly use of the Premises and to prevent intrusion from trespassers, playing children, and vandals.~~

~~2.4.1.3 Lessee shall, to the satisfaction of OCWD, maintain the Premises and all improvements of any kind therein in a state of good repair.~~

2.4.1.4 Lessee shall not cause, permit or suffer any "hazardous material," "hazardous waste" or "hazardous chemicals" as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by OCWD, to be brought upon, left, used or abandoned on the Premises.

~~2.4.1.5 Lessee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose.~~

2.4.1.6 OCWD or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Lessee is complying with the terms, conditions, requirements and provisions of this Lease.

~~2.4.2 Utilities and Services: Lessee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises. All utilities shall be in the name of Lessee, unless OCWD elects otherwise. All utility installations shall be subject to the provisions of Section 2.7 below.~~

2.4.3 Permits and Approvals: Lessee shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this Lease. No approval or consent given under this Lease by OCWD shall affect or limit Lessee's obligations hereunder, nor shall any approvals or consents given by OCWD, in its capacity as a party to this Lease, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

~~2.5 Insurance: Without limiting Lessee's indemnification obligations, Lessee shall not take possession of, enter or occupy the Premises until Lessee has obtained all of the insurance required herein from a company or companies acceptable to OCWD, and Lessee shall maintain all such insurance in full force and effect at all times during the term of this Lease and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A :VII or equivalent or as otherwise approved by OCWD.~~

2.5.1 Lessee shall take out and maintain the following insurance:

2.5.1.1 Workers' Compensation and Employer's Liability Insurance: Lessee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises,

in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Lessee shall provide worker's compensation insurance and employer's liability insurance with limits not less than one million dollars ($1,000,000) each occurrence, one million dollars ($1,000,000) disease policy limit, and one million dollars ($1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Orange County Water District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Orange County Water District of a written notice of such cancellation, limitation or reduction of coverage."

2.5.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of five million dollars ($5,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to OCWD), or the general aggregate limit shall be twice the required occurrence limit.

2.5.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of one million dollars ($1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.5.2 Endorsements: The policies of liability insurance provided for in Subparagraphs 2.5.1.2 and 2.5.1.3 shall specify that this specific Lease is insured and that coverage for injury to participants resulting from Lessee's activities is not excluded, and shall be in a form satisfactory to OCWD and contain the following separate endorsements:

(a) "The Orange County Water District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the Orange County Water District. The coverage shall contain no special limitations on the scope of protection afforded to the Orange County Water District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Orange County Water District of a written notice of such cancellation, limitation or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Orange County Water District shall not be liable for the payment of premiums or assessments on this policy."

(d) "Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Orange County Water District, its officers, directors, employees, representatives, or volunteers."

(e) "This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability."

2.5.3 Evidence of Coverage: Lessee shall at the time of the execution of the Lease present to OCWD the original policies of insurance required by this Section 2.5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein, and copies of all endorsements signed by the insurer's representative. All policies shall contain the Lessee's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with OCWD. Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.5.4 Review of Coverage: OCWD shall have the right at any time to review the coverage, form, and limits of insurance required under this Lease. If, in the sole and absolute discretion of OCWD, the insurance provisions in this Lease do not provide adequate protection for OCWD, OCWD shall have the right to require Lessee to obtain insurance sufficient in coverage, form, and limits to provide adequate protection and Lessee shall promptly comply with any such requirement. OCWD's requirements shall not be unreasonable, but shall be adequate in the sole opinion of OCWD to protect

against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.5.5 Deductibles: Any and all deductibles must be declared and approved by OCWD prior to execution of this Lease.

2.5.6 Lease Contingent Upon Coverage: Notwithstanding any other provision of this Lease, this Lease shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with OCWD.

2.6 Indemnification

2.6.1 OCWD not Liable: OCWD shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent or contractor of Lessee, resulting from or arising out of any act or omission of Lessee or of any person or entity holding under Lessee, or the occupancy or use of the Premises or any part thereof by or under Lessee, or any act or omission in the exercise of any right or the performance of any obligation under this Lease, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.6.2 Indemnification: Irrespective of any insurance carried by Lessee for the benefit of OCWD, and notwithstanding any other provision of this Lease to the contrary, Lessee shall indemnify and hold OCWD, its officers, directors, employees, representatives and volunteers harmless from and against any and all actions, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent, contractor, customer, or invitee of Lessee) in any way arising out of or in connection with this Lease, the operations carried on by Lessee on the Premises or any lands to which Lessee has access hereunder, or the occupation or use of the Premises by Lessee or any person or entity holding under Lessee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of OCWD, and/or acts for which the OCWD would be held strictly liable, but excluding Claims caused by the sole active negligence and willful misconduct of OCWD. In connection therewith:

2.6.2.1 Lessee shall defend and hold OCWD, its officers, employees, agents, representatives and volunteers, harmless from any and all Claims, whether caused in whole or in part by OCWD's active or passive negligence, and/or acts for which OCWD would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of OCWD, its officers, employees, agents, or representatives; and Lessee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.6.2.2 Lessee shall promptly pay any judgment rendered against Lessee or OCWD covering any Claim, and hold and save OCWD harmless therefrom, whether such Claim was caused in whole or in part by OCWD's active or

passive negligence, and/or acts for which OCWD would be held strictly liable, but excluding the sole active negligence and willful misconduct of OCWD.

2.6.2.3 In the event OCWD is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Lessee shall pay to OCWD any and all costs and expenses incurred by OCWD in any such action or proceeding, together with reasonable attorneys' fees.

2.6.2.4 All of the indemnity obligations of Lessee under this Paragraph 2.6.2, or as otherwise set forth in this Lease, shall survive the expiration or earlier termination of this Lease.

2.7 Improvements

2.7.1 Prior Consent for Improvements: Lessee shall not make any alteration of or improvement to the Premises without the prior written approval of OCWD'S General Manager or designee.

2.7.1.1 In the event that Lessee desires to make any alteration, improvement, addition or utility installation in or about the Premises, Lessee shall present such request in writing to OCWD, together with detailed plans of the proposed alteration or improvement; and Lessee shall not commence such alteration or improvement unless and until OCWD'S General Manager or designee has granted approval thereto in writing.

2.7.1.2 In the event that OCWD'S General Manager or designee grants written approval to any requested alteration of or improvement to the Premises, such approval shall be deemed conditioned upon Lessee acquiring all governmental licenses, approvals and permits required therefore, and such alteration or improvement shall be constructed in strict conformance with the plans approved therefore by OCWD'S General Manager or designee. Once approved by OCWD'S General Manager or designee, no changes or alterations shall be made to the plans without the prior written approval by OCWD'S General Manager or designee.

~~2.7.1.3 In the event that OCWD'S General Manager or designee grants written approval to any requested alteration of or improvement to the Premises, Lessee shall construct such alteration or improvement at Lessee's sole cost and expense.~~

~~2.7.2 Ownership of Improvements: All buildings, improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the Premises by Lessee, including but not limited to electrical and other utilities, listed or not, shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), shall become and remain the property of OCWD at the expiration of this Lease or earlier termination hereof. Upon the expiration or earlier termination of this Lease,~~

~~OCWD retains the right, in its sole and absolute discretion, and by written notice to Lessee, to require (or, if requested by Lessee, to allow) Lessee, at Lessee's sole cost and expense, to remove all such buildings, improvements, fixtures and facilities located on the Premises. In the event OCWD either requires or grants permission to Lessee, such removal by Lessee shall include leveling the Premises, restoring any berms removed, removing any underground obstructions, filling any excavations and compacting such filled excavations to ninety percent (90%) compaction.~~

2.7.3 "As-Built" Plans and Construction Costs: As a condition to the approval of any alteration of or improvement to the Premises, OCWD shall have the right to require Lessee to prepare and furnish to OCWD, at Lessee's sole cost and expense, and within sixty (60) days following completion of such alteration or improvement, a complete set of reproducible "As-Built" plans for such alteration or improvement, and/or an itemized statement of the actual cost of the construction or installation of such alteration or improvement.

~~2.7.4 Compliance with Building Codes: Lessee shall comply with all Building Codes in effect at the time of construction or installation of an improvement of any kind on the Premises. The applicable Building Codes shall be those codes as adopted by the local permitting jurisdiction (i.e., city or county) in which the Premises is located. In the event that Lessee fails to conform to the Building Codes, OCWD may require immediate compliance. If Lessee fails to comply, OCWD, at its option, may make such changes to bring the improvement into compliance with the Building Codes and charge Lessee the cost of such changes plus ten percent (10%) to cover administrative costs. Lessee shall have ten (10) days from receipt of the invoice to reimburse OCWD for the cost of making such changes.~~

2.7.5 Lessee's Assurance of Construction Completion: Prior to commencement of construction of approved facilities, or any phase thereof, within the Premises by Lessee, Lessee shall furnish to OCWD evidence that assures OCWD that sufficient monies will be available to Lessee to complete the proposed construction in accordance with the plans approved by OCWD. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:

(a) Completion bond issued to OCWD as oblige, and issued by a surety acceptable to OCWD.

(b) Performance bond and labor and material bond (or performance bond containing the provisions of the labor and material bond), issued by a surety acceptable to OCWD and supplied by Lessee's contractor or contractors, provided said bond(s) are issued jointly to Lessee and OCWD as obligees.

(c) Irrevocable letter of credit issued to OCWD from a financial institution acceptable to OCWD to remain in effect until OCWD acknowledges, in writing, satisfactory completion of construction.

(d) Cash.

(e) Any combination of the above.

2.7.6 Mechanics Liens or Stop-Notices: Lessee shall at all times indemnify and save OCWD harmless from all claims, losses, demands, damages, costs, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Lessee shall either:

(a) Record a valid Release of Lien, or

(b) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Lessee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, this Lease shall be in default and shall be subject to immediate termination.

2.8 Maintenance and Repair of Premises

~~2.8.1 Lessee's Obligation to Maintain Premises: Lessee shall at all times during the term of this Lease, and any extension or renewals thereof, at its sole cost and expense, remove all trash and debris from the Premises. Lessee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of OCWD in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Lessee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Lessee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the satisfaction of OCWD and in compliance with all applicable laws.~~

~~2.8.2 Lessee's Default of its Maintenance Duties: In the event that Lessee fails, neglects or refuses to remove trash or debris deposited by Lessee or its invitees on the Premises or to maintain or make repairs or replacements as required by this Lease, OCWD shall notify Lessee in writing of such failure or refusal. Should Lessee fail or refuse to correct such default within ten (10) days of receipt of such written notice from OCWD, OCWD may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Lessee to OCWD within ten (10) days of Lessee's receipt of a statement of such costs from OCWD. Any such maintenance, repair or replacement by or on behalf of OCWD shall not be deemed to be a waiver of Lessee's default under this Lease, and shall not in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this Lease or otherwise provided at law.~~

2.9 Legal Relations and Responsibilities

2.9.1 Nature of Relationship: OCWD and Lessee understand and agree that the only relationship between them created by this Lease is that of landlord and tenant, and that this Lease does not create, and shall not be construed to create, any agency, partnership, joint venture, or other relationship between OCWD and Lessee.

2.9.2 Compliance with Laws: Lessee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Lessee under this Lease, or the possession or use of the Premises by Lessee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Lessee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, OCWD, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Lessee or any person or entity holding under Lessee.

~~2.9.3 Assignment and Sublease: Lessee may not assign, convey, hypothecate, encumber, mortgage, or otherwise transfer this Lease or any part thereof, or sublease any portion or all of the Premises, without the prior written consent of OCWD, which OCWD may withhold in its absolute discretion for any reason, or for no reason at all. Any such assignment or sublease by Lessee, whether voluntarily or by operation of law, without the prior written consent of OCWD shall be void and shall, at the option of OCWD, terminate this Lease upon written notice to Lessee. A consent by OCWD to one assignment or one sublease shall not be deemed a consent to any subsequent assignment or sublease. If Lessee is a corporation, unincorporated association or partnership, the assignment, transfer, conveyance or encumbrance of any stock or interest in Lessee in the aggregate exceeding twenty-five percent (25%) shall be deemed to be an assignment requiring the prior written consent of OCWD.~~

2.9.4 Acknowledgment of OCWD's Title: Lessee hereby acknowledges the title of OCWD in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Lessee hereby covenants and promises never to assail, contest or resist OCWD's title to the Premises.

2.9.5 Liens: Lessee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Lessee further shall protect and indemnify OCWD and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.9.6 Possessory Interest Taxation: A possessory interest subject to property taxation may be created by this Lease. It is understood and agreed that if such a possessory interest is created, Lessee shall be responsible for the payment of all property taxes levied on such interest, and that OCWD shall have no responsibility therefore.

2.9.7 OCWD's Reservations:

~~2.9.7.1 OCWD hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Lessee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Lessee's possession or use of the Premises, Lessee's only remedy shall be to terminate this Lease upon thirty (30) days written notice to OCWD. Lessee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.~~

~~2.9.7.2 OCWD hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this Lease, this Lease shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Lessee shall release the same from the terms of this Lease and from any encumbrance which results from this Lease.~~

2.9.7.3 OCWD reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the basin groundwater supply and any other work necessary to the functions or purposes of OCWD, as set forth in the Orange County Water District Act, Chapter 924 of the California Statutes of 1933, as amended, upon any portion or all of the Premises at any time. Such work may be performed without incurring any liability of any nature whatsoever to Lessee and Lessee hereby releases OCWD from, and covenants not to sue OCWD for, any such liability. OCWD further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

~~2.9.8 Condemnation: If any portion of the Premises is taken or acquired by eminent domain or otherwise for a public or quasi-public use, and any part of the Premises remains which is susceptible of occupation under this Lease, this Lease shall, as to the part or parts so taken, terminate as of the date title or possession shall vest in the condemnor. In the event all of the Premises or such part thereof so that there does not remain a portion susceptible of occupation under this Lease, are taken or acquired, this Lease shall thereupon terminate. Lessor shall be entitled to any and all compensation awarded upon such condemnation, and Lessee hereby disclaims any right to any such compensation.~~

~~2.9.9 Waiver of Claims: As a material part of the consideration to OCWD under the Lease, Lessee hereby waives any and all claims that it may have against OCWD during the term of this Lease, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Lessee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.~~

2.9.10 Surrender of Possession: At the expiration or termination of this Lease, for any reason whatsoever:

2.9.10.1 Lessee shall execute, acknowledge and deliver to OCWD a quitclaim deed conveying to OCWD all rights, title and interest of Lessee to the Premises, both land and improvements.

2.9.10.2 Lessee shall promptly quit and surrender the Premises in a good state of repair.

2.9.10.3 Lessee shall, at its sole cost and expense, remove all portable buildings, equipment and personal property placed on the Premises by Lessee, and clear the Premises of all debris; and the Premises shall be surrendered to OCWD in good order and clean condition.

2.9.11 Disposition of Abandoned Property: If Lessee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for thirty (30) or more days after the notice to remove shall at OCWD's opinion, be deemed to have been abandoned and transferred to OCWD. OCWD shall have the right to remove and dispose of any and all such property without liability therefore to Lessee or to any person or entity claiming under Lessee, and OCWD shall have no duty to account for such property. Lessee agrees to reimburse OCWD for any and all costs associated with OCWD transferring or disposing of Lessee's personal property pursuant to this Paragraph.

~~2.9.12 Broker's Commission: Lessee and OCWD represent that they have not engaged, nor are they aware of, any person entitled to any brokerage commission, finder's fee or like compensation in connection with this Lease. Lessee shall indemnify and hold OCWD harmless from and against any claim asserted or adjudged against OCWD for any brokerage commission, finder's fee or like compensation incurred by or as a result of any action, representation or statement by Lessee, or any of its officers, employees, agents or representatives; and Lessee shall pay all costs and expenses incurred by OCWD in connection therewith, including reasonable attorneys' fees.~~

~~2.9.13 Disputes: In the event that any action is commenced by a party to this Lease against the other to enforce its rights or obligations arising from this Lease or seeking to interpret this Lease, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should OCWD be named in any suit brought by any third party against Lessee in connection with or in any way arising out of Lessee's occupancy or use of the Premises under this Lease, Lessee shall pay to OCWD its costs and expenses incurred in such suit, including reasonable attorneys' fees.~~

~~2.9.14 Security Measures: Lessee acknowledges that the Premises are leased to and accepted by Lessee in an "as-is" condition, and that the rent payable from Lessee to OCWD hereunder does not include the cost of security guard or any other security services or measures. Lessee further acknowledges that OCWD makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Lessee further~~

~~acknowledges that OCWD shall have no obligation whatsoever to provide guard service or any other security measures. Lessee expressly assumes all responsibility for the protection and security of the Premises, Lessee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.~~

2.9.15 No Obligation to Third Parties: Execution and issuance of this Lease shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than OCWD and Lessee.

2.9.16 Waiver: Any waiver by any party of a breach of any provision of this Lease shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.9.17 OCWD's Liability on Termination: Lessee hereby waives all damages or claims for damage that may be caused by any action of OCWD in terminating this Lease (either with or without cause), or taking possession of the Premises as provided in this Lease or at law, and Lessee waives all claims for damages to or loss of such property of Lessee as may be in or upon the Premises upon the termination of this Lease.

2.9.18 Prior Leases: It is mutually agreed that, on and from the Commencement Date, this Lease shall terminate and supersede any prior leases or agreements between the parties hereto covering all or any portion of the Premises.

2.10 Default and Termination

~~2.10.1 Term and Prior Termination: This Lease shall continue for the term set forth in Section 1.2 above, unless this Lease is terminated prior to its expiration pursuant to this Section 2.10 or Part III.~~

2.10.2 Default by Lessee: Each and every covenant and agreement contained in this Lease is declared to be a condition to this Lease, and to the term hereby demised to Lessee. Lessee shall be considered to have materially breached this Lease, giving Lessor the remedies specified in Paragraph 2.10.3 below, in the event that any one or more of the following occur:

~~(a) Lessee fails or refuses to pay to OCWD any portion of the Rental Payment or other sum due hereunder when due, and such sum remains unpaid for five (5) days after written notice to pay rent or surrender possession of the Premises is served on Lessee by Lessor; or~~

(b) Lessee defaults in the performance of or breaches any covenant, condition or provision contained in this Lease ~~other than as set forth in Paragraph 2.10.2(a) hereinabove~~, and such default or breach is not cured within thirty (30) days after written notice thereof is served by OCWD on Lessee; or

~~(c) Lessee abandons or vacates the Premises; or~~

(d) Lessee becomes insolvent; for purposes of this Lease, Lessee shall be conclusively presumed to have become insolvent if:

(i) A receiver is appointed to take possession of all or substantially all of Lessee's property because of insolvency; or

(ii) Lessee makes a general assignment for the benefit of creditors; or

~~(iii) Lessee allows any judgment against Lessee to remain unsatisfied or un-bonded for a period of thirty (30) days or longer; or~~

(iv) An attachment or execution is levied upon or against any or all of Lessee's right, title or interest in or under this Lease, and the same shall not have been released within thirty (30) days from the date thereof; or

(v) Proceedings in receivership or bankruptcy have been or are about to be instituted against Lessee; or

(vi) Lessee is adjudicated a bankrupt.

2.10.3 Remedies on Lessee's Default: Should Lessee breach this Lease, or should Lessee breach this Lease and abandon the Premises prior to the natural expiration of the term of this Lease, OCWD may, in addition to any other remedy given OCWD by law or in equity:

~~(a) Continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event OCWD shall be entitled to enforce all of OCWD's rights and remedies under this Lease, including the right to recover the rent specified in Section 1.3 above, as such rent becomes due under this Lease;~~ or

(b) Terminate this Lease and Lessee's right to possession of the Premises, and recover from Lessee:

~~(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease; and~~

~~(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided; and~~

~~(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and~~

(iv) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease; or

(c) Terminate this Lease and Lessee's right to possession of the Premises, and in addition to any recoveries that Lessee may seek under Paragraph 2.10.3(b) hereinabove, bring an action to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California then in effect; or

~~(d) In the event Lessee becomes insolvent, OCWD may, by giving twenty (20) days notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the court that appointed such person, terminate this lease and forfeit Lessee's interest in the Premises and in any improvements or facilities on or appurtenant to the Premises.~~

2.10.4 Waiver of Breach: The waiver by OCWD of any breach of any term, covenant, or condition of this Lease shall be in writing signed by OCWD, and shall not be deemed to be a continuing waiver of such term, covenant or condition, or a waiver of any subsequent breach of the same or any other term, covenant or condition contained in this Lease. The acceptance of rent by OCWD under this Lease shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted by OCWD, regardless of OCWD's knowledge of such preceding breach at the time of acceptance of such rent.

2.10.5 Cumulative Remedies: The remedies given to OCWD in Paragraphs 2.10.2 and 2.10.3 above shall not be exclusive, but shall be cumulative and in addition to any and all other remedies now or hereafter allowed by law or otherwise authorized elsewhere by this Lease; and the exercise of one or more of said rights, powers, elections or remedies shall not impair OCWD's right to exercise any other right, power, election or remedy.

2.10.6 Re-Entry: No entry or re-entry into the Premises by OCWD shall be construed as an election to terminate this Lease, unless prior thereto or concurrently therewith written notice of intent to terminate is given by OCWD to Lessee. OCWD's entry into possession of the Premises without having elected to terminate shall not prevent OCWD from making such an election and giving Lessee notice thereof.

2.11 ~~Miscellaneous~~

~~2.11.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this Lease may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:~~

~~If to OCWD:~~
~~If by mail: ORANGE COUNTY WATER DISTRICT~~

~~P.O. Box 8300~~
~~Fountain Valley, CA 92728-8300~~
~~Attn: Property Management~~

~~If by personal delivery:~~ ~~ORANGE COUNTY WATER DISTRICT~~
~~18700 Ward Street~~
~~Fountain Valley, CA 92708~~
~~Attn: Property Management~~

~~If to Lessee~~: ~~Yorba Linda Water District~~
~~Attention: General Manager~~
~~1717 E. Miraloma Ave.~~
~~Placentia, CA 92870~~

~~or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository. If the Parties agree to accept electronic service, service of any notice may be effectuated by email to an email address provided by the Parties.~~

2.11.2 Warranty of Authority: Each officer of OCWD and Lessee affixing his or her signature to this Lease warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this Lease, that his or her respective party has the full legal right, power, capacity and authority to enter into this Lease and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.11.3 Headings: The titles and headings of Parts, Sections and Paragraphs of this Lease, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this Lease, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.11.4 Time of Essence: Time is of the essence of this Lease. Failure to comply with any requirement, including but not limited to any time requirement, of this Lease shall constitute a material breach of this Lease.

2.11.5 Construction and Amendment: This Lease shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both OCWD and Lessee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this Lease, and signed by all of the parties hereto.

2.11.6 Successors: ~~Subject to the provisions of Paragraph 2.9.3 above,~~ This Lease, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, OCWD, Lessee, and their respective successors and assigns.

2.11.7 Partial Invalidity: If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this Lease.

2.11.8 Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.11.9 Precedence: In the event of any conflict between Parts of this Lease, Part I shall prevail over Parts II, III and IV, Part IV shall prevail over Part II and III, and Part III shall prevail over Part II.

PART III

SPECIAL LEASE PROVISIONS

3.1 Section 2.1 (Lease Rental Payments), and Paragraphs 2.1.1, 2.1.2, 2.1.3 and 2.1.4 are deleted from this Lease.
Section 2.2 and Paragraphs 2.2.1 and 2.2.2 are deleted from this Lease.

3.2 Paragraphs 2.4.1.1, 2.4.1.2, 2.4.1.3, and 2.4.1.5 of this Lease are replaced as follows:

2.4.1.1 Except as provided in this Lease, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 and 1.1.3 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of OCWD, which shall not be unreasonably withheld.

2.4.1.2 Lessee shall at all times during the term of this Lease and any extension or renewal thereof, maintain proper and adequate policing of the Well 23 Site and during construction or maintenance activities maintain the Appurtenant Premises and Construction and Maintenance Area in order to assure orderly use of the Well 23 Site, Appurtenant Premises and Construction and Maintenance Area and to prevent intrusion from trespassers, playing children and vandals.

2.4.1.3 Lessee shall, to the satisfaction of OCWD, maintain the Well 23 Site and all improvements of any kind therein in a state of good repair, except the Lessee shall not be obligated to repair damage or other degradation caused by OCWD or other lessees/licensees/permittees/invitees of OCWD on the Premises. During construction or maintenance activities, Lessee shall not damage the Appurtenant Premises and Construction and Maintenance Area and all improvements of any kind therein. If Lessee damages or causes such damage, Lessee shall promptly repair the property or improvement to OCWD's satisfaction.

2.4.1.5 Lessee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) within the Well 23 Site at any time. Lessee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance within the Appurtenant Premises or the Construction and Maintenance Area at any time

during Lessee's construction and maintenance activities within the Appurtenant Premises and Construction and Maintenance Area. Lessee shall not use or permit the use of any portion of the Premises for any unlawful purpose.

3.3 The following provisions are added to Paragraph 2.4.1 (Conditions of Use) of this Lease:

2.4.1.7 Lessee shall erect and maintain an enclosure around the Well 23 Site in a design satisfactory to OCWD'S General Manager or his designee. Prior to construction or installation of such enclosure, the plans and specifications for said enclosure must be submitted to and expressly approved by OCWD'S General Manager or his designee.

2.4.1.8 Should any damage or injury to OCWD or Corona Recreation, Inc. facilities occur, either through the acts of agents, servants or employees of Lessee or by any independent contractor of Lessee in the exercise of the rights granted in this Lease, Lessee agrees to immediately, upon the written demand of OCWD, restore such facilities, at Lessee's sole cost and expense, to the condition of same immediately prior to the date of the damage or injury.

2.4.1.9 If at any time OCWD determines in, its sole discretion, that the Well Facilities installed by Lessee, as provided herein, must be modified, improved or extended to protect OCWD's real property or facilities and OCWD's use of said real property or facilities, or in the event that said Well Facilities needs to be modified, improved or extended to improve or correct the functioning thereof, such modification, improvement or extension shall be made by Lessee, within a reasonable period of time, and at Lessee's sole cost and expense; provided, however, that OCWD covenants to exercise in a reasonable manner its discretion to require Lessee to modify, improve or extend the Well Facilities installed by Lessee and to exercise such discretion only as necessary to reasonably protect OCWD's real property or facilities or use thereof or to reasonably improve or correct the functioning of the Well Facilities installed by Lessee. Notwithstanding the foregoing, Lessee reserves the right to terminate this Lease with a thirty (30) days written notice to OCWD if Lessee determines the forgoing obligations are cost prohibitive.

2.4.1.10 At the expiration or termination of this Lease, which expiration may be extended, per provisions set forth in Paragraph 1.2, Lessee shall destroy the Well on the Premises, and remove all appurtenances to the Well that are the subject of this Lease, in accordance with all applicable federal, state and local laws, rules, regulations or ordinances governing the destruction of water wells, unless OCWD delivers to Lessee a written notice that OCWD, at no cost or expense to OCWD, will assume ownership and responsibility of the Well, in which case Lessee shall have no further obligation or liability for the Well. Through the delivery of such written notice, OCWD further agrees that it will accept ownership of the Well in an "as-is" condition unless otherwise specifically agreed in writing by the Parties. If OCWD does not deliver written notice to Lessee that OCWD will assume ownership and responsibility for the Well and appurtenances, and Lessee fails to properly destroy the Well pursuant to this Paragraph, OCWD shall have the right to destroy the Well and remove all

appurtenances to the Well without liability therefore to Lessee or to any person or entity claiming under Lessee, and OCWD shall have no duty to account for such Well Facilities, appurtenances to the Well and property. Lessee agrees to reimburse OCWD, within thirty (30) days from the completion date of the Well being destroyed, for any and all costs associated with OCWD destroying the Well pursuant to this Paragraph.

2.4.1.11 Lessee shall notify OCWD of any maintenance activity that requires the use of a well development/pump rig at least thirty (30) days in advance of such maintenance activity.

2.4.1.12 Laydown areas for construction or maintenance materials shall be as approved by OCWD's General Manager or his designee but shall under no circumstances interfere with OCWD or Corona Recreation's use of Warner Basin.

2.4.1.13 Lessee is advised that Corona Recreation, Inc. has a Lease with OCWD to use Warner Basin for operating a fishing concession for the general public and related forms of recreation including food services facilities, boat and motor rentals, sale of bait and tackle, overnight camping/fishing, sundry items and a catch-out pond. Lessee shall not commit any act or thing on the Premises, which may disturb the quiet enjoyment of Corona Recreation, Inc and its patrons under Corona Recreation's Lease with OCWD.

2.4.1.14 Lessee's Well No. 23. Lessee's discharge of water from Lessee's Well shall be measured through a master water meter or through a discharge-to-waste water meter. Downstream from the master water meter will be a 6" water service connection with a sub-meter to measure all water flows to OCWD. During short-term well start-up and shut-down periods, water from the Well will flow through discharge-to-waste meter and directly to OCWD's Warner Basin for recharge. The water that flows through the discharge-to-waste water meter and into OCWD's Warner Basin and the water that flows through the 6" water service connection and sub-meter to OCWD will not be subject to OCWD's Replenishment Assessment (RA). Lessee shall provide well water for use by OCWD at a pressure adequate for OCWD's use. If OCWD determines pressure is not adequate, Lessee shall increase the pressure as requested by OCWD. OCWD will be responsible to provide and install all facilities at the Well downstream of the sub-meter.

Occasionally, Lessee will not have any wells in operation, and will provide notification to OCWD that water is not available. If OCWD determines that water for irrigation or water trucks is necessary at that time, and upon request, Lessee will activate a well to meet OCWD's need for water.

3.4 Paragraph 2.4.2, of this Lease is replaced and Subparagraph 2.4.2.1 is added as follows:

2.4.2 Utilities and Services: Lessee shall be solely responsible for obtaining all of its utility service and for the payment of all of its utility charges, including but not limited to water and power, supplied to the Premises. All utilities shall be in the name of

Lessee, unless OCWD elects otherwise. All utility installations shall be subject to the provisions of Section 2.7 below.

2.4.2.1 Electrical Service: If required, Lessee shall be responsible for negotiating an easement for the electrical service with the City of Anaheim, subject to the approval of the OCWD's General Manager or his designee.

3.5 The following provisions in Section 2.5 of this Lease are replaced or added with the following:

2.5 Insurance: Without limiting Lessee's indemnification obligations, Lessee shall not take possession of, enter or occupy the Premises until Lessee has obtained all of the insurance required herein from a company or companies acceptable to OCWD, and Lessee shall maintain all such insurance in full force and effect at all times during the term of this Lease and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by OCWD. Lessee may submit a letter of Self-Insurance in lieu of a Certificate of Insurance in a form acceptable to OCWD's Risk Manager.

2.5.1 Lessee shall take out and maintain the following insurance for the entire term of the lease:

2.5.1.4 Environmental Impairment Liability – The Contractor shall provide and maintain coverage appropriate for the hazardous material/waste activity contemplated in this Agreement. Environmental Impairment Liability shall be maintained in an amount of $1,000,000 per claim/occurrence. If an aggregate limit applies, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.

3.6 Paragraph 2.7.1.3 and 2.7.2 of this Lease is replaced with the following:

2.7.1.3 In the event that LESSOR's General Manager or designee grants written approval to any requested alteration of or improvement to the Premises, Lessee shall construct such alteration or improvement at Lessee's sole cost and expense. Lessee shall not commence construction unless Lessee provides LESSOR's General Manager or designee with written notice ninety (90) days prior to the commencement of the Well Facilities construction or any other related construction.

2.7.2 Ownership of Improvements: All buildings, improvements, fixtures and facilities (exclusive of trade fixtures, portable buildings, vehicles and antennas), constructed or placed within the Premises by Lessee, including but not limited to electrical and other utilities, listed or not, shall, upon the completion of construction, installation or placement within the Premises, be free and clear of all liens, claims and liability for payment for labor and material. Such buildings, improvements, fixtures and facilities (exclusive of trade fixtures, motors, pumps, motor control centers and switchgear, control panels, fiber optic equipment, portable buildings, vehicles and antennas), shall become and remain the property of OCWD at the expiration of this Lease or earlier termination hereof. Upon the expiration or earlier termination of this

Lease, OCWD retains the right, in its sole and absolute discretion, and by written notice to Lessee, to require (or, if requested by Lessee, to allow) Lessee, at Lessee's sole cost and expense, to remove all such buildings, improvements, fixtures and facilities located on the Premises. In the event OCWD either requires or grants permission to Lessee, such removal by Lessee shall include leveling the Premises, restoring any berms removed, removing any underground obstructions, filling any excavations, and compacting such filled excavations to ninety percent (90%) compaction. If Lessee fails to remove all such buildings, improvements, fixtures and facilities located on the Premises pursuant to this Paragraph, OCWD shall have the right to remove all such buildings, improvements, fixtures and facilities located on the Premises without liability therefore to Lessee or to any person or entity claiming under Lessee, and OCWD shall have no duty to account for such to remove all such buildings, improvements, fixtures and facilities located on the Premises. Lessee agrees to reimburse OCWD for any and all costs associated with OCWD's removal of all such buildings, improvements, fixtures and facilities located on the Premises.

3.7 Paragraph 2.7.4 Compliance of Building Codes of this Lease is deleted. However, Lessee shall fully comply with Section 7 of the OCWD Act to the same extent that OCWD would be required to comply with Section 7 of the OCWD Act if OCWD was constructing the Well.

3.8 Paragraphs 2.8.1 and 2.8.2 of this Lease are replaced with the following:

2.8.1 Lessee's Obligation to Maintain Premises: Lessee shall at all times during the term of this Lease, and any extension or renewals thereof, at its sole cost and expense, remove all trash and debris from the Well 23 Site. Lessee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of OCWD in its sole discretion), the Well 23 Site and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Well 23 Site. Lessee shall at all times in the maintenance and use of the Well 23 Site and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Lessee expressly agrees to maintain the Well 23 Site in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the satisfaction of OCWD and in compliance with all applicable laws. During maintenance or construction activities, Lessee is to maintain the Appurtenant Premises and Construction and Maintenance Area in the same manner as stated for the Well 23 Site in this Paragraph. When no maintenance or construction activities occur, Lessor hereby waives the maintenance requirement as stated in this Paragraph.

2.8.2 Lessee's Default of its Maintenance Duties: In the event that Lessee fails, neglects or refuses to remove trash or debris deposited by Lessee or its invitees on the Premises or to maintain or make repairs or replacements as required by this Lease, OCWD shall notify Lessee in writing of such failure or refusal. Should Lessee fail or refuse to correct such default within fifteen (15) days of receipt of such written notice from OCWD, OCWD may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but

not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Lessee to OCWD within thirty (30) days of Lessee's receipt of a statement of such costs from OCWD. Any such maintenance, repair or replacement by or on behalf of OCWD shall not be deemed to be a waiver of Lessee's default under this Lease, and shall not in any way impair, prevent or restrict OCWD from exercising any of its rights or remedies set forth in this Lease or otherwise provided at law.

3.9 Paragraphs 2.9.3, 2.9.9, 2.9.13, and 2.9.14 of this Lease are replaced as follows; and Paragraph 2.9.7.1, 2.9.7.2, 2.9.8, 2.9.12 of this Lease are deleted in their entirety:

2.9.3 Assignment and Sublease: Lessee may not assign, convey, hypothecate, encumber, mortgage, or otherwise transfer this Lease or any part thereof, or sublease any portion or all of the Premises, without the prior written consent of OCWD, which OCWD may withhold in its absolute discretion for any reason, or for no reason at all. Any such assignment or sublease by Lessee, whether voluntarily or by operation of law, without the prior written consent of OCWD shall be void and shall, at the option of OCWD, terminate this Lease upon written notice to Lessee. A consent by OCWD to one assignment or one sublease shall not be deemed a consent to any subsequent assignment or sublease.

2.9.7.1, 2.9.7.2, and 2.9.8 (OCWD's Reservations) – Deleted.

2.9.9 Waiver of Claims: As a material part of the consideration to OCWD under the Lease, Lessee hereby waives any and all claims that it may have against OCWD during the term of this Lease, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Lessee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time, except such claims, damage, or injury caused by the sole negligence or willful misconduct of OCWD, or its directors, officers, employees, agents, or authorized volunteers.

2.9.12 (Broker's Commission) – Deleted.

2.9.13 Disputes: In the event that any action is commenced by a party to this Lease against the other to enforce its rights or obligations arising from this Lease or seeking to interpret this Lease, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should OCWD be named in any suit brought by any third party against Lessee in connection with or in any way arising out of Lessee's occupancy or use of the Premises under this Lease, Lessee shall indemnify and defend OCWD in accordance with Paragraph 2.6 above.

2.9.14 Security Measures: Lessee acknowledges that the Premises are leased to and accepted by Lessee in an "as-is" condition, and that the rent payable from Lessee to OCWD hereunder does not include the cost of security guard or any other security services or measures. Lessee further acknowledges that OCWD makes no representation or warranty, express or implied, regarding the security of the Premises

or the need for or propriety of any security measures at the Premises; and Lessee further acknowledges that OCWD shall have no obligation whatsoever to provide guard service or any other security measures. Lessee expressly assumes all responsibility for the protection and security of the Well 23 Site, Lessee, its agents, employees, invites and property within the Well 23 Site from any and all acts of any third party.

3.10 Paragraphs 2.10.1 is replaced as follows:

2.10.1 Term and Prior Termination: This Lease shall continue for the term set forth in Section 1.2, unless terminated earlier in accordance with another provision of this Lease.

Paragraph 2.10.2(a) is deleted from this Lease.

Paragraph 2.10.2 (b), 2.10.2(c), 2.10.2(d)(iii), and 2.10.3(a) of this Lease are replaced as follows:

(b) Lessee defaults in the performance of or breaches any covenant, condition or provision contained in this Lease and such default or breach is not cured within thirty (30) days after written notice thereof is served by OCWD on Lessee; or

2.10.2(c) Lessee abandons or vacates the Premises; provided however, that OCWD provides a thirty (30) days written notice to Lessee of its belief of abandonment or that the Premises has been vacated and Lessee (a) fails to respond; or (b) confirms in writing that it has abandoned or vacated the Premises; or

2.10.2(d) (iii) Lessee allows any judgment against Lessee to remain unsatisfied or un-bonded for a period of ninety (90) days or longer; or

2.10.3(a) Continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event OCWD shall be entitled to enforce all of OCWD's rights and remedies under this Lease, including the right specified in Section 1.3 above, and recover from Lessee any amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease; or

Paragraph 2.10.3(b)(i), Paragraph 2.10.3(b)(ii) and Paragraph 2.10.3(b)(iii) are deleted from this Lease.

Paragraph 2.10.3(d) of this Lease is replaced as follows:

2.10.3(d) In the event Lessee becomes insolvent, OCWD may, by giving thirty (30) days notice to Lessee or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the court that appointed such person, terminate this lease and forfeit Lessee's interest in the Premises and in any improvements or facilities on or appurtenant to the Premises.

Paragraphs 2.10.7 and 2.10.8 are added to Section 10 (Default & Termination) as follows:

2.10.7 This Lease shall automatically be revoked if Lessee has not completed twenty-five percent (25%) of the construction of the Well Facilities, on or before five (5) years after execution of agreement ("Completion Date"). OCWD's General Manager or designee may extend the Completion Date by giving written notice to Lessee in the event of construction delays, or for other unforeseen causes beyond the control of the Lessee as determined by OCWD's General Manager.

2.10.8 This Lease and its use shall be automatically revoked upon Lessee's abandonment or destruction of said Well Facilities.

3.11 Paragraph 2.11.1 of this Lease is replaced as follows:

2.11.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this Lease may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to OCWD:	
If by mail:	ORANGE COUNTY WATER DISTRICT P.O. Box 8300 Fountain Valley, CA 92728-8300 Attn: Property Management
If by personal delivery:	ORANGE COUNTY WATER DISTRICT 18700 Ward Street Fountain Valley, CA 92708 Attn: Property Management
If to Lessee:	Yorba Linda Water District Attention: General Manager 1717 E. Miraloma Ave. Placentia, CA 92870

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository. If the Parties agree to accept electronic service, service of any notice may be effectuated by email to an email address provided by the Parties.

3.12 Paragraph 2.11.6 of this Lease is replaced as follows:

2.11.6 Successors: This Lease, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, OCWD, Lessee, and their respective successors and assigns.

[END SPECIAL LEASE PROVISIONS]

PART IV

EXHIBITS A and B

EXHIBIT "A"

LEGAL DESCRIPTION

WELL 23 SITE AND APPURTENANT PREMISES

All that certain land situated in the City of Anaheim, County of Orange, State of California, described as follows:

That portion of fractional Section 4, Township 4 South, Range 9 West, of the San Bernardino Meridian, more particularly described as follows.

PARCEL 1 (WELL 23 SITE)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to the **True Point of Beginning of Parcel 1**;

THENCE South 87°43'30" East, 36.03 feet to a point of non-tangency;

THENCE South 27°43'30" East, 35.94 feet to a point of non-tangency;

THENCE South 2°16'30" West, 86.81 feet to a point of non-tangency;

THENCE (North 87°43'30" West, 54.00 feet to a point of non-tangency;

THENCE North 2°16'30" East, 117.94 feet;

Containing 6,088.96 square feet, more or less.

PARCEL 2 (CONSTRUCTION AND MAINTENANCE AREA)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 265.20 feet to the **True Point of Beginning of Parcel 2**;

THENCE South 87°43'30" East, 54.00 feet to a point of non-tangency;

THENCE South 2°16'30" West, 77.01 feet to a point of non-tangency;

THENCE South 32°16'30" West, 38.09 feet to a point of non-tangency;

THENCE North 87°43'30" West, 34.95 feet to a point of non-tangency;

THENCE North 2°16'30" East, 110.00 feet;

Containing 5,625.81 square feet, more or less.

PARCEL 3 (APPURTENANT PREMISES)

BEGINNING at a monument on the centerline of La Palma Avenue at the intersection of La Palma Avenue and Tustin Avenue as shown on a record of survey map recorded in Book 90 page 19 of Records of Survey of Orange County, California;

THENCE South 2°16'30" West, 109.06 feet to a point of non-tangency;

THENCE South 89°09'48" East, 400.09 feet to a point of non-tangency;

THENCE South 2°16'30" West, 147.26 feet to a point of non-tangency;

THENCE South 87°43'30" East, 36.03 feet to the **True Point of Beginning of Parcel 3**;

THENCE South 87°43'30" East, 28.74 feet to a point of non-tangency;

THENCE North 46°52'26" East, 8.82 feet to a point of non-tangency;

THENCE North 43°23'18" East, 1.83 feet to a point;

THENCE North 43°23'18" East, 21.91 feet to a point of non-tangency;

THENCE North 48°14'22" East, 46.05 feet to a point of non-tangency;

THENCE North 52°25'33" East, 20.41 feet to the beginning of a curve concave southeasterly, said curve has a radius of 197.29 feet;

THENCE northeasterly along said curve through a central angle of 14°20'54" an arc distance of 49.41 feet to a point of tangency;

THENCE North 66°46'27" East, 6.45 feet to the beginning of a curve concave southerly, said curve has a radius of 394.57 feet;

THENCE easterly along said curve through a central angle of 19°49'00" an arc distance of 136.47 feet to a point of tangency;

THENCE North 86°35'27" East, 31.56 feet to the beginning of a curve concave northerly, said curve has a radius of 197.29 feet;

THENCE easterly along said curve through a central angle of 10°20'40" an arc distance of 35.62 feet to a point of tangency;

THENCE North 76°14'47" East, 89.11 feet to a point of non-tangency;

THENCE North 69°39'53" East, 45.48 feet to a point of non-tangency;

THENCE North 72°01'57" East, 69.14 feet to a point of non-tangency;

THENCE North 76°00'35" East, 31.51 feet to a point of non-tangency;

THENCE North 65°23'28" East, 228.87 feet to a point of non-tangency;

THENCE North 59°50'40" East, 64.91 feet to a point of non-tangency;

THENCE North 55°29'43" East, 85.25 feet to a point of non-tangency;

THENCE North 49°51'15" East, 37.06 feet to a point of non-tangency;

THENCE North 45°49'05" East, 291.69 feet to a point of non-tangency;

THENCE North 40°49'17" East, 150.30 feet to a point;

THENCE North 40°52'04" East, 134.36 feet to the beginning of a curve concave southeasterly, said curve has a radius of 200.00 feet;

THENCE northeasterly along said curve through a central angle of 9°31'31" an arc distance of 33.25 feet to a point of tangency;

THENCE North 50°23'35" East, 10.78 feet to the beginning of a non-tangent curve concave northwesterly, said curve has a radius of 561.96 feet, to which a radial line bears South 48°57'20" East;

THENCE northeasterly along said curve through a central angle of 8°39'44" an arc distance of 84.96 feet to a point of reverse curvature, said curve is concave southeasterly and has a radius of 98.64 feet;

THENCE northeasterly along said curve through a central angle of 7°19'07" an arc distance of 12.60 feet to a point of tangency;

THENCE North 39°42'03" East, 86.67 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 550.13 feet, to which a radial line bears North 52°50'14" West;

THENCE northeasterly along said curve through a central angle of 6°57'02" an arc distance of 66.74 feet to a point of non-tangency;

THENCE North 42°50'09" East, 154.42 feet to a point of non-tangency;

THENCE North 47°09'51" West, 58.25 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 1,546.89 feet, to which a radial line bears North 40°49'12" West;

THENCE northeasterly along said curve through a central angle of 2°02'08" an arc distance of 54.96 feet to a point of non-tangency;

THENCE South 47°09'51" East, 66.21 feet to a point of non-tangency;

THENCE South 42°50'09" West, 54.50 feet to a point;

THENCE South 42°50'09" West, 154.59 feet to the beginning of a non-tangent curve concave southeasterly and has a radius of 535.13 feet, to which a radial line bears North 45°52'08" West;

THENCE southwesterly along said curve through a central angle of 7°00'13" an arc distance of 65.41 feet to a point of non-tangency;

THENCE South 39°42'03" West, 87.01 feet to the beginning of a curve concave southeasterly and has a radius of 83.64 feet;

THENCE southwesterly along said curve through a central angle of 7°19'07" an arc distance of 10.68 feet to a point of reverse curvature, said curve is concave northwesterly and has a radius of 576.96 feet;

THENCE southwesterly along said curve through a central angle of 8°47'05" an arc distance of 88.46 feet to a point of non-tangency;

THENCE South 50°23'35" West, 12.00 feet to the beginning of a curve concave southeasterly and has a radius of 185.00 feet;

THENCE southwesterly along said curve through a central angle of 9°31'31" an arc distance of 30.76 feet to a point of tangency;

THENCE South 40°52'04" West, 134.36 feet to a point;

THENCE South 40°49'17" West, 150.94 feet to a point of non-tangency;

THENCE South 45°49'05" West, 292.88 feet to a point of non-tangency;

THENCE South 49°51'15" West, 38.33 feet to a point of non-tangency;

THENCE South 55°29'43" West, 86.56 feet to a point of non-tangency;

THENCE South 59°50'40" West, 66.20 feet to a point of non-tangency;

THENCE South 65°23'28" West, 230.99 feet to a point of non-tangency;

THENCE South 76°00'35" West, 32.38 feet to a point of non-tangency;

THENCE South 72°01'57" West, 68.31 feet to a point of non-tangency;

THENCE South 69°39'53" West, 46.03 feet to a point of non-tangency;

THENCE South 76°14'47" West, 89.97 feet to the beginning of a curve concave northerly and has a radius of 212.29 feet;

THENCE westerly along said curve through a central angle of 10°20'40" an arc distance of 38.33 feet to a point of tangency;

THENCE South 86°35'27" West, 31.56 feet to the beginning of a curve concave southerly and has a radius of 379.57 feet;

THENCE westerly along said curve through a central angle of 19°49'00" an arc distance of 131.28 feet to a point of tangency;

THENCE South 66°46'27" West, 6.45 feet to the beginning of a curve concave southeasterly and has a radius of 182.29 feet;

THENCE southwesterly along said curve through a central angle of 14°20'54" an arc distance of 45.65 feet to a point of tangency;

THENCE South 52°25'33" West, 19.86 feet to a point of non-tangency;

THENCE South 48°14'22" West, 44.87 feet to a point of non-tangency;

THENCE South 43°23'18" West, 18.35 feet to a point of non-tangency;

THENCE South 87°43'30" East, 68.33 feet to a point of non-tangency;

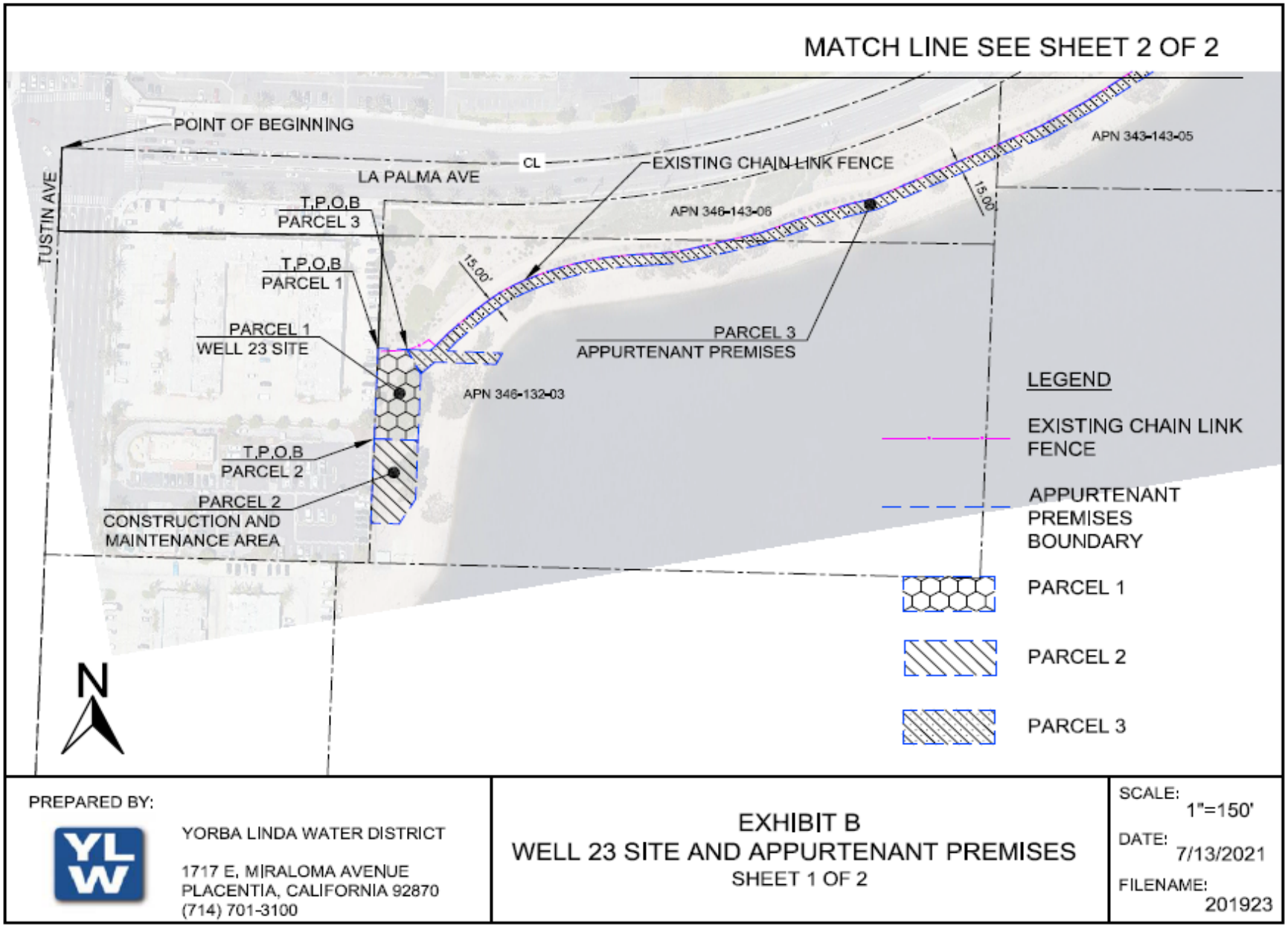
THENCE South 29°01'15" West, 16.80 feet to a point of non-tangency;

THENCE North 87°43'30" West, 75.52 feet to a point of non-tangency;

THENCE South 48°11'31" West, 23.18 feet to a point of non-tangency;

THENCE North 27°43'30" West, 35.94 feet;

Containing 36,094.82 square feet, more or less.



PREPARED BY:

YORBA LINDA WATER DISTRICT

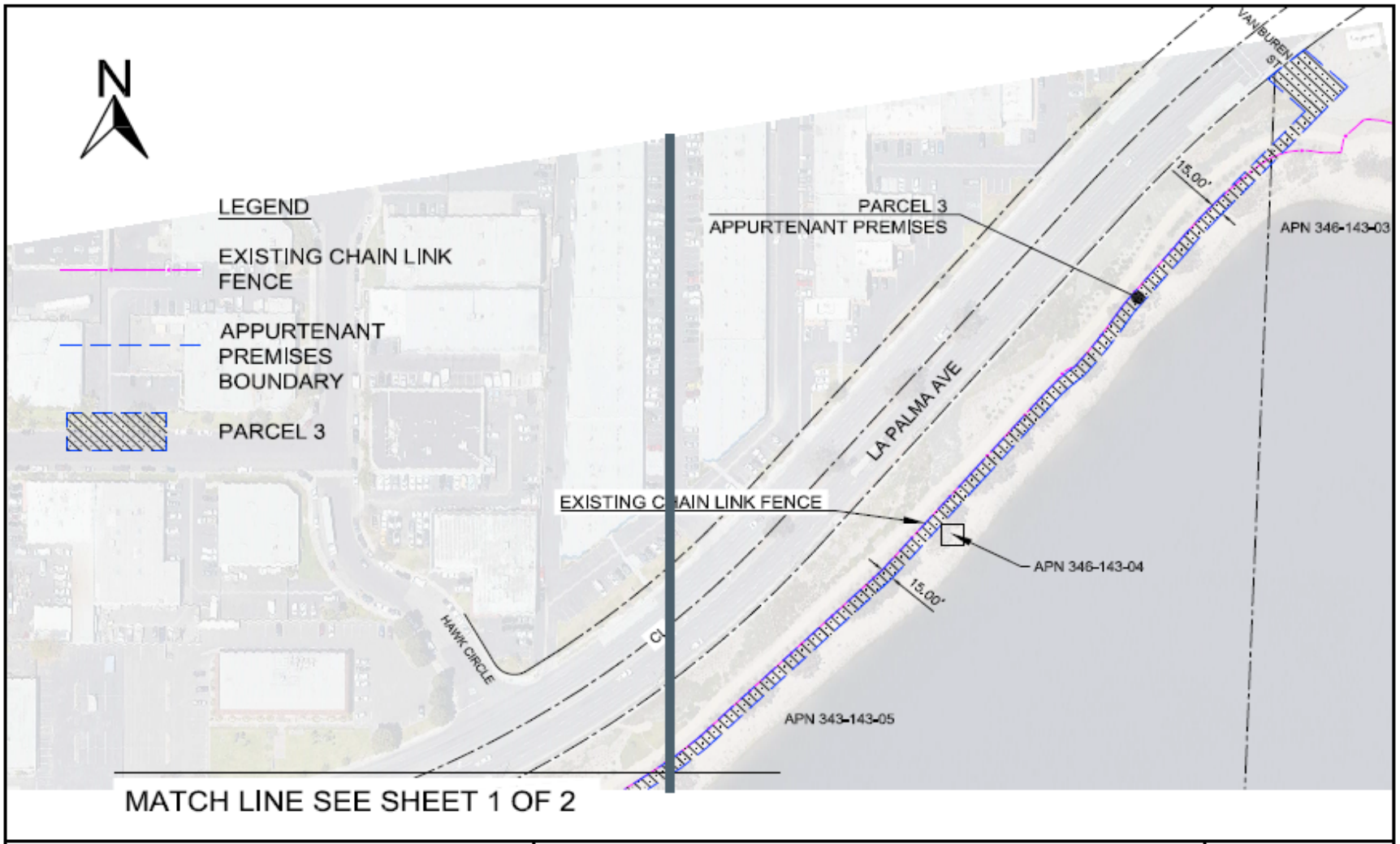
1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 1 OF 2

SCALE: 1"=150'

DATE: 7/13/2021

FILENAME: 201923



PREPARED BY:

YORBA LINDA WATER DISTRICT

1717 E. MIRALOMA AVENUE
PLACENTIA, CALIFORNIA 92870
(714) 701-3100

EXHIBIT B
WELL 23 SITE AND APPURTENANT PREMISES
SHEET 2 OF 2

SCALE: 1" = 150'

DATE: 7/13/2021

FILENAME: 201923

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 3, 2025

To: Communications/Leg. Liaison Cte.
Board of Directors

From: John Kennedy

Staff Contact: G. Ayala/A. Harasty

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line-Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: STATE LEGISLATIVE UPDATE

SUMMARY

Orange County Water District (OCWD; the District) staff and consultants will provide an update on legislation of interest to the District.

Attachments:

- Joe A. Gonsalves and Son – Edelstein Gilbert Robson & Smith April Report
- SB 496 Hurtado (D-Bakersfield) Advanced Clean Fleets Regulation: appeals advisory committee: exemptions
- SB 601 Allen (D-Santa Monica) Water: Waste Discharge
- SB 599 Anna Caballero (D-Merced) Atmospheric rivers: research: forecasting methods: experimental tools
- AB 810 Jacqui Irwin (D-Thousand Oaks) Local government: internet websites and email addresses

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Take the following positions:

Bill Number/Author	Short Title	Recommendation
SB 496 Hurtado (D-Bakersfield)	Advanced Clean Fleets Regulation: appeals advisory committee: exemptions	Support
SB 601 Allen (D-Santa Monica)	Water: Waste Discharge	Oppose
SB 599 Anna Caballero (D-Merced)	Atmospheric rivers research: forecasting methods: experimental tools	Support
AB 810 Jacqui Irwin (D-Thousand Oaks)	Local government: internet websites and email addresses	Oppose

DISCUSSION/ANALYSIS

SB 496 Hurtado (D-Bakersfield) Advanced Clean Fleets Regulation: appeals advisory committee: exemptions

California Special Districts Association (CSDA), in partnership with local government advocates representing cities and counties, has co-sponsored SB 496 to provide relief to local agencies in their efforts to comply with the ambitious deadlines and requirements of the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) / Zero-Emission Vehicles (ZEV) mandates. For the below reasons, OCWD staff and consultants recommend a "support" position on SB 496. As of this writing, there are none registered with a position on this bill.

According to OCWD staff, one of the biggest issues with the new ACF regulation is the limited ability to apply for and get exemptions to required Zero Emission Vehicle (ZEV) purchases. There are still many types of specialty or work truck vehicles not available in ZEV, but getting an exemption from CARB to purchase an internal combustion engine (ICE) version is nearly impossible.

The recent wildfires have focused CARB's attention on the fact that ACF implementation (the way the regulation is currently written) would cause further strain to public fleets in the event of wildfires or other natural disasters. SB 496 does the following:

- Updates the emergency vehicle exemption within the ACF
- Modifies the requirements of the daily usage exemption, removing barriers for the applicant to comply with the mandate. Moreover, the legislation promotes affordability by averting the costly acquisition of ZEVs before it is possible to install the infrastructure required to use them.
- Establishes an Appeals Advisory Committee by which local agencies may request a review of exemption request denials. This ensures transparency while protecting due process for those seeking further review.

SB 601 Allen (D-Santa Monica) Water: Waste Discharge

SB 601 seeks to close the regulatory gap created by the U.S. Supreme Court's Sackett ruling by codifying protections in state law for waters previously protected before the ruling. The bill would go far beyond simply returning to the status quo before the Sackett decision and would create an untenable regulatory and legal environment for water agencies and others. This bill is sponsored by California Coastkeeper Alliance and Defenders of Wildlife. The bill poses unacceptable challenges for water suppliers, and it is unclear what amendments could address those concerns. For these reasons, OCWD's staff and legal counsel recommend an "Oppose" position. As of this writing, ACWA has an "oppose" position and there are none registered in "support." The main concerns with the bill include:

Private Right of Action & Litigation Risks:

- SB 601 introduces a private right-of-action, allowing any individual or group to sue businesses, farmers, and local governments over alleged permit violations. The vague definition of "nexus waters" opens the door to abusive lawsuits, which would

halt critical projects and have a significant fiscal impact on businesses and governments.

Remove Consideration of Economic Impacts, etc.:

- SB 601 would remove requirements for the Water Boards to consider economic impacts, the need for housing and recycled water use, and the ability to comply when issuing water quality permits. These are safeguards that require the Water Boards to carefully balance environmental and economic considerations.

Regulatory Overreach:

- The bill expands federal permitting requirements to non-federal waters and non-point source discharges, going far beyond the historic reach of the federal Clean Water Act. It would impose prescriptive federal Clean Water Act permitting requirements onto categories of discharges that have never before been subject to Clean Water Act permitting. SB 601 would also create new regulatory hurdles at the city and county level, which would lead to further project delays.

Penalties:

- SB 601 imposes strict federal-style penalties on businesses and municipalities, even for minor or unintentional violations. Imposing severe penalties for all dischargers regardless of the nature and severity of the violation raises questions of fairness and proportionality.

SB 599 Anna Caballero (D-Merced) Atmospheric rivers: research: forecasting methods: experimental tools

SB 599 would require the Department of Water Resources (DWR) to include the use of experimental tools that produce seasonal and sub-seasonal atmospheric river forecasts when researching, developing, and implementing novel forecasting methods to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions.

This bill would define “seasonal forecast” as a forecast that covers a period of approximately one to six months into the future. The bill would define “sub-seasonal forecast” as a forecast that covers a period of approximately two to six weeks into the future. On page 4 for OCWD’s Legislative Platform it states, “Support adequate state and federal funding for development of Forecast Informed Reservoir Operations (FIRO) and modifications to dam water control manuals to incorporate FIRO to increase water supplies to Orange County,” therefore, OCWD staff and consultants recommend a “support” position on SB 599. As of this writing, ACWA has a “support” position and there are none registered in opposition.

Background: Existing law requires the Department of Water Resources (DWR) to operate reservoirs in a manner that improves flood protection and to operate flood control and water storage facilities to capture water generated by atmospheric rivers. Existing law also requires DWR to research, develop, and implement new observations, prediction models, novel forecasting methods, and tailored decision support systems to improve predictions of atmospheric rivers and their impacts on water supply, flooding, post-wildfire debris flows, and environmental conditions.

As a result of the coordination of climate science and monitoring, the development of Forecast-Informed Reservoir Operations (FIRO) has emerged as an important climate resilience strategy. Early projects implemented by ACWA member agencies (e.g., Sonoma Water Agency, Orange County Water District and Turlock Irrigation District) have shown water management benefits from atmospheric river forecasting.

AB 810 Jacqui Irwin (D-Thousand Oaks) Local government: internet websites and email addresses

This bill would define a "local agency" as a city, county, city and county, special district, school district, joint powers authority, or other political subdivision.

The bill would require that a local agency that maintains an internet website for use by the public to ensure that the internet website uses a ".gov" top-level domain or a ".ca.gov" second-level domain no later than January 1, 2029. The bill would require a local agency that maintains a website that is noncompliant with that requirement to redirect that website to a domain name that does utilize a ".gov" or ".ca.gov" domain. The bill would also require that a local agency that maintains public email addresses ensures that each email address provided to its employees uses a ".gov" domain name or a ".ca.gov" domain name no later than January 1, 2029.

While the author's intent is to increase confidence and security through the use of ".gov" domains, the bill does not provide sufficient resources to help local agencies comply with the proposed mandate. It is important to weigh how much confidence and security this would actually provide against the burden it would put on local agencies. For these reasons, OCWD staff and consultants recommend an "oppose" position. As of this writing, ACWA has a "Not Favor" position and there are none registered in "support."

ACTIVITIES

March 11 President Bilodeau, John Kennedy and Alicia Harasty visited Sacramento and met with Assemblymembers Chen, Dixon and Ta, as well as Senators Umberg and Choi. They also met with staff for Assemblymember Quirk-Silva, Sanchez, and the Assembly Water, Parks and Wildlife Committee

March 26 Alicia Harasty participated in the ACWA Legislative Symposium

January 23 Alicia Harasty briefed staff to Assembly Member Avelino Valencia

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 3, 2025

To: Communications/Leg. Liaison Cte.
Board of Directors

From: John Kennedy

Staff Contact: G. Ayala/A. Harasty

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line-Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: FEDERAL LEGISLATIVE UPDATE

SUMMARY

The Orange County Water District's (OCWD) federal advocate and staff will provide an update on federal regulations related to PFAS, funding for OCWD's projects and a bill of interest to OCWD.

Attachments:

- ENS Resources April Update
- H.R. 2093 Ken Calvert (R-D-41) Extends Permitting Terms of the Federal Water Pollution Control Act

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Take the following position:

Bill Number/Authors	Short Title	Recommended Position
H.R. 2093 (Ken Calvert, R-D-41)	Extends Permitting Terms	Support

DISCUSSION/ANALYSIS

H.R. 2093 Extends Permitting Terms of the Federal Water Pollution Control Act

H.R. 2093 extends the National Pollutant Discharge Elimination System (NPDES) permit term from five to ten years. The 119th Congress and the Administration have placed a priority on permitting reforms. As a result, the environment to authorize ten-year NPDES permit terms has become more receptive than in past years. H.R. 2093 would benefit wastewater, water recycling and desalination projects. At the time of this writing, there are no entities registered with a position on H.R.2093.

Background: The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States. Created in 1972 by

the Clean Water Act, the NPDES permit program is authorized to state governments by the United States Environmental Protection Agency to perform many permitting, administrative, and enforcement aspects of the program.

March 28	OCWD applied for Community Project Funding (CPF) or “earmarks” for PFAS Cleanup Projects of $5 million from Congressmembers Kim, Tran, Min, and Senators Padilla and Schiff. The City of Santa Ana applied for CPF for PFAS Cleanup Projects of $5 million from Congressmember Correa
February 17	President Bilodeau and Alicia Harasty provided a briefing and tour of OCWD/GWRS to Congressmember Dave Min and his staff
January 30	President Bilodeau, John Kennedy and Alicia Harasty briefed Congresswoman Young Kim and her staff on PFAS, FIRO, Sunset Gap, and Sediment removal from behind Prado Dam
January 22	Alicia Harasty briefed staff to the office of Congressman Lou Correa

COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING HELD APRIL 3, 2025

FIRST RESPONDER TRAINING AND TOUR

Committee Recommendation:

Agendize for April 16 Board meeting. Approve the following actions:

On-site training + tour*:*

Public affairs staff will coordinate with OCWD's risk and safety department to identify training opportunities on OCWD's campus for local emergency response agencies. As part of the training, facility tours and lunch would be offered to help familiarize response personnel with the campus. The food budget should not exceed $2,000. An invitation letter will be sent to local Fountain Valley Police Department and fire departments from responding cities; Fountain Valley, Huntington Beach and Costa Mesa.

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 3, 2025

To: Communications/Leg. Liaison Cte.
Board of Directors

From: John Kennedy

Staff Contact:

Budgeted: No
Budgeted Amount: N/A
Cost Estimate: TBD
Funding Source: TBD
Program/Line Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: **FIRST RESPONDER TRAINING AND TOUR**

SUMMARY

At the February 19, 2025, Board meeting, the Directors discussed the idea of hosting a first responder appreciation luncheon. The concept is to provide a lunch to express the District's appreciation for first responders and to also make police and fire personnel more familiar with the District's staff and facilities. Staff was requested to research options for hosting such a luncheon or alternatives to the lunch.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Take action as appropriate

REQUESTED BY

Board of Directors

DISCUSSION/ANALYSIS

Background:

Hosting an appreciation luncheon for local and police and fire agencies was proposed at the February 6, 2025, Communications and Legislative Liaison Committee meeting as a way to show gratitude toward police and fire personnel and build community relations between staff and those who report to OCWD during emergencies.

During the February 19 Board of Directors meeting, the Board agreed on its support of local first responders and the need to thank them for their service, as well as make them more familiar with OCWD's campus. Concerns were raised over the estimated cost of hosting the event. Staff was directed to research a scaled back approach or alternative to hosting a luncheon.

Proposed alternatives

Staff brings forward the following alternatives:

1. Thank you letter + tour invite:
A letter from the Board of Directors would be sent to emergency response agencies serving OCWD thanking them for their service to the community and inviting them to tour the GWRS and other areas of the campus. The letter would be signed by OCWD's full Board and would include the contact information of the District's risk and safety manager.

Cost: None

2. On-site training + tour*:*
Public affairs staff would work with OCWD's risk and safety department to identify training opportunities on OCWD's campus for local emergency response agencies. For example: hosting a confined space training with the fire department. As part of the training, facility tours would be offered to make response personnel familiar with OCWD's campus. A boxed lunch would be included due to the time commitment needed to complete the endeavor.

Cost: Total cost will vary depending on the number of training attendees. The cost of boxed lunches is $20 per person.

3. Options for a scaled back appreciation luncheon
Host a drop-in lunch for local emergency response agencies with an optional tour. A drop-in schedule would allow invitees to attend as their schedule allows and would include an opportunity for board members and risk and safety staff to personally thank attendees for their service.

Cost: Cost would be lessened from the original estimate by selecting a cost-effective meal option, not inviting all OCWD staff, and not renting equipment unless a need arises due to inclement weather.

- Taco catering for 100 people: $1,600 + taxes and fees
- Boxed sandwiches for 100 people: $2,000 + taxes and fees

<u>Benefits and relation to OCWD mission:</u>

Benefits of the above actions include showing appreciation to those responding to emergencies at OCWD's Fountain Valley campus and in the field; introducing local police and fire crews to OCWD's campus, including points of entry and hazardous materials; highlighting OCWD as a leader in groundwater management and water reuse; and fostering interaction among fire responders and staff to build mutual understanding and cooperation.

PRIOR RELEVANT BOARD ACTION

02/19/25, M25-21: Deferred Item Back to Communications and Legislative Committee

18700 Ward Street
Fountain Valley, CA 92708

ocwd.com
(714) 378-3200

(Date)

RE: Invitation to Train/Tour at Orange County Water District

Dear Captain (Insert Name),

On behalf of the Orange County Water District (OCWD), thank you and the Fountain Valley Fire Department for your steadfast commitment to public safety. Your dedication to protecting our communities—often under challenging conditions—is greatly appreciated.

As part of our ongoing efforts to enhance emergency preparedness and strengthen relationships with local first responders, we invite your team to our Fountain Valley campus for a guided tour and possible on-site training. This will help familiarize your personnel with our facilities to support a quick and effective emergency response.

OCWD manages the region's groundwater basin, providing drinking water to 2.5 million people in north and central Orange County. Our campus includes administrative offices, a laboratory, chemical storage areas, and the Groundwater Replenishment System – the world's largest water purification project for indirect potable reuse. Coordination with local safety personnel is a key part of our emergency planning.

To support your visit, we're pleased to offer:

1. Access to our boardroom and designated buildings for training
2. A guided tour of key facilities
3. Complimentary lunch for participating personnel

We hope this visit provides a valuable opportunity for your team to conduct training exercises and become familiar with the layout and access points. Whether responding to an alarm, medical emergency, or other incidents, increased site awareness can help ensure the safety of both your team and our staff.

Thank you again for your service. To schedule a visit or ask questions, please contact Risk and Safety Manager Paula Bouyounes at (714) 378-3310 or pbouyounes@ocwd.com. Including the number of people who may join us in your communication is appreciated. We look forward to welcoming the Fountain Valley Fire Department to OCWD.

Sincerely,

Denis R. Bilodeau

Denis R. Bilodeau, P.E.
Board President

DRAFT

Board of Directors

Denis R. Bilodeau, P.E., *President* • Van Tran, Esq., *1st Vice President* • Erik K. Weigand, *2nd Vice President*
Valerie Amezcua • Cathy Green • Fred Jung • Natalie Meeks • Dina L. Nguyen, Esq. • Stephen R. Sheldon • Roger C. Yoh, P.E.

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AGENDA ITEM SUBMITTAL

Meeting Date: April 9, 2025

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: R. Bouley/L. Esguerra

Budgeted: Partially
Budgeted Amount: $3,000,000
Cost Estimate: $3,199,190
Funding Source: R&R Fund
Program/Line Item No.: R22028
General Counsel Approval: N/A
Engineers/Feasibility Report: NA
CEQA Compliance: Cat. Ex.

Subject: REJECT BID PROTEST AND AWARD CONTRACT SB-2025-1 BOND BASIN SLOPE REPAIR TO INNOVATIVE CONSTRUCTION SOLUTIONS AUTHORIZE AMENDMENT NO. 2 TO ENGEO AND ESTABLISH PROJECT BUDGET

SUMMARY

A total of four construction bids were received on March 27, 2025, for the Bond Basin Slope Repair Project, Contract SB-2025-1 (the "Project"). Based on a review of the bids received, staff recommend awarding a contract to Innovative Construction Solutions as the responsible bidder submitting the lowest responsive bid, in the amount of $3,199,190. Staff additionally recommends authorizing Amendment No. 2 to Agreement No. 1555 with ENGEO in the amount of $59,800 for engineering construction support services and establishing a total project budget of $3,778,290.

Attachment(s):
- Affidavit of Publication for Notice Inviting Bids for Contract SB-2025-1
- Empire Equipment Service, Inc.'s Bid Protest for Bond Basin Slope Repair project dated April 2, 2025.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting recommending that the Board:

1. Receive and file Affidavit of Publication of Notice Inviting Bids for Contract SB-2025-1 Bond Basin Slope Repair Project;

2. Ratify issuance of Addenda 1-2;

3. Reject the bid protest of Empire Equipment Service, Inc, (Empire) and accept bid and authorize award of contract SB-2025-1 to the lowest responsive bid and responsible bidder, Innovative Construction Solutions, in the amount of $3,199,190.00;

4. Authorize Amendment No. 2 to Agreement No. 1555 with ENGEO a not-to-

exceed amount of $59,800.00 for engineering construction support services; and

5. Establish project budget in the amount of $3,778,290.

DISCUSSION

Bond Basin is part of the Santiago Basins recharge system as shown in Figure 1. The southeasterly corner of the basin contains a City of Orange storm drain. Over the past few years, the supporting slope and storm drain failed causing significant erosion to the area. Due to the complicated history of ownership and maintenance of the storm drain, the City and District have agreed to share in the cost to repair the slope and storm drain. Emergency repair work to construct a soil nail wall with rip rap placement was completed in January 2023 (See Figure 2). Final design of the permanent slope repair and storm drain pipeline relocation was completed in January 2025.

Figure 1 – Project Location



Figure 2 – Soil Nail Wall at corner of Bond Basin



The Project was advertised for Bid on February 21, 2025 and Addenda No. 1 and 2 were issued to revise the project plans and specifications, provide additional reference materials, and to provide responses to potential bidder's questions. Four construction bids were received on March 27, 2025, and a summary of these bids are shown below in Table 1.

Table 1: SB-2025-1 Bond Basin Slope Repair Project
Bid Summary

Contractor	Bid Price
Innovative Construction Solutions	$3,199,190.00
Empire Equipment Service	$3,390,431.09
Bosco Constructors Inc.	$3,881,300.00
Clarke Contracting Corporation	$4,495,550.00

Staff reviewed the bid of Innovative Construction Solutions and found it to be responsive in all material ways. Staff also checked Innovative Construction Solutions' references, and confirmed that their contractor's license is current, active, and in good standing with the State of California. Staff recommends awarding the construction contract to Innovative Construction Solutions as the lowest responsible bidder that submitted a responsive bid in the amount of $3,199,190.

On April 2, 2025 Staff received a formal Bid Protest from Empire Equipment Service, Inc. (Empire) (attached) of the apparent low bidder, Innovative Construction Solutions. Our legal counsel is reviewing the protest and staff/counsel will share their analysis of the bid protest and recommendations with the Committee during the April 9th Water Issues Committee Meeting after receiving a response from Innovative Construction Solutions to Empire's bid protest. Staff will share Innovative Construction Solutions' response to Empire's protest with the Committee as soon as it is received (anticipated by Tuesday, April 8). However, staff and counsel's initial determination based upon information

provided to date is that the defects identified by Empire are not material and did not provide an unfair competitive advantage to the low bidder. Thus, the OCWD Board may, but is not required to, waive non-material defects in Innovative Construction Solutions' bid, which is staff's recommended course of action.

As to the additional authorization sought herein for the Project, ENGEO performed good work and completed design of the permanent slope repair within the existing budget. Therefore, Staff recommends authorizing Amendment No. 2 to Agreement No. 1555 to ENGEO for a not-to-exceed amount of $59,800 to provide engineering construction support services for the Project. The project budget for the Bond Basin Slope Repair Project, Contract SB-2025-1, is summarized in Table 2.

Table 2: SB-2025-1 Bond Basin Slope Repair Project
Budget Summary

Description	Budget
Design and Construction Management	
Design Agreement 1555 – (ENGEO)	$46,800
Amendment 1	$42,500
Amendment 2	$59,800
Construction Management and Inspection –	$250,000
Design and CM&I Subtotal	**$399,100**
Construction	
Contract SB-2025-1	$3,199,190
Permits and Advertisement Costs	$20,000
Construction Subtotal	**$3,219,190**
Project Contingency (5% of Contract Amount)	$160,000
Total Project Budget	**$3,778,290**
City of Orange Contribution	$1,889,145
Total Cost to OCWD	**$1,889,145**

The expected project schedule is shown below in Table 3.

Table 3: SB-2025-1 Bond Basin Slope Repair Project Schedule Summary

Description	Date
Design	Oct 2023 – Jan 2025
Construction Contract SB-2025-1	June 2025 – Jan 2026

PREVIOUS BOARD ACTIONS

3/19/25, R25-X-XX: Authorize issuance of RFP for Construction Management and Inspection Services for Contract SB-2025-1, Bond Basin Slope Repair Project.

2/19/25, R25-2-15: Authorize filing of a Categorical Exemption in compliance of CEQA and authorize publication of Notice Inviting Bids for Contract SB-2025-1, Bond Basin Slope Repair Project.

3/20/24, R24-3-17: Authorize issuance of an Amendment to Agreement No. 1555 with ENGEO for final design services of Bond Basin slope repair and storm drain realignment for an amount not to exceed $42,500.

10/18/23, R23-10-140: Authorize issuance of a Professional Services Agreement to ENGEO for design services for the permanent Bond Basin slope repair and storm drain extension for an amount not to exceed $46,800.

11/16/22, R22-11-153: Ratify the emergency slope repair contract for Bond Basin in an amount of $992,000 to Access Limited Construction and ratify an amendment issued to ENGEO Incorporated for testing, construction inspection and reporting for $76,400.

10/5/22, R22-10-141: Authorized the General Manager to negotiate and execute a 50/50 cost share agreement with the city of Orange.

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Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 9, 2025

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen

Budgeted: N/A
Proposed Budget: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line Item No.: N/A
General Counsel Approval: N/A
Engineers Report: N/A
CEQA Compliance: N/A

Subject: TERMINATE THE INACTIVE CONJUNCTIVE USE PROGRAM STORAGE AGREEMENT WITH METROPOLITAN WATER DISTRICT

SUMMARY

The Metropolitan Water District (MWD) and OCWD Conjunctive Use Program (CUP) Agreement was initiated in 2003 and is set to expire in 2028. The agreement allows MWD to store up to 66,000 acre-feet of water in the groundwater basin. MWD is now requesting to terminate the CUP Agreement and staff concurs with that request.

Attachment: MWD Board submittal recommending termination of six inactive CUP agreements

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board Meeting: Terminate the Conjunctive Use Program Storage Agreement with the Metropolitan Water District.

BACKGROUND/ANALYSIS

In November 2000, MWD released a request for proposals for the CUP Program. Nine CUP programs were selected and approved by the Board and received funding from Prop 13 in the amount of $45 million and Metropolitan in the amount of $27 million. These CUP programs included: the Chino Basin, Compton, Elsinore, Foothill Area, Live Oak, Long Beach, Long Beach Expansion into Lakewood, OCWD, and Upper Claremont CUPs. Each CUP agreement has a term of 25 years with termination between 2027 and 2031, depending upon when the agreement was executed.

Each agreement also included provisions for capital facilities needed to perform for the program such as treatment facilities, new wells, conveyance systems, and recharge facilities. OCWD's Agreement specifically included eight new groundwater wells for Producers along with other amenities in exchange for MWD storing 66,000 acre-feet of water in the OCWD basin.

The benefits of the CUP Agreement for OCWD were additional wells constructed in the OCWD service area which provided greater reliability and flexibility benefits to the

Producers, the additional wells were also used for programs such as transferring groundwater production inland away from the coast; OCWD received lower TDS replenishment water supplies directly from the Diemer Filtration plant; groundwater levels were higher in the basin with the program; OCWD received funding to assist in the construction of additional Talbert Barrier injection wells along with an annual administrative fee; and OCWD could deliver the water into storage via a coastal in-lieu program.

The benefits of the CUP Agreement for MWD were storing 66,000 acre-feet of excess imported water supplies in the OCWD groundwater basin for later use during a drought period; MWD helped to drought proof the area while reducing its dependence upon imported water during dry years; OCWD Producers maintained the necessary wells to deliver the stored water during a drought; and MWD stored surplus water supplies, which were later sold at the treated non-interruptible rate minus the producers energy and O&M cost.

MWD has not used the program for several years as it has developed larger storage programs behind Lake Mead and in groundwater basins in the California central valley. Termination of the inactive agreement will reduce MWD's administrative and O&M costs. There is no cost for early termination which would become effective June 30, 2025. Staff recommends terminating the inactive CUP agreement with MWD.

PRIOR RELEVANT BOARD ACTION(S)

N/A

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Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 9, 2025

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: F. Cason/R. Herndon

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: $0
Funding Source: N/A
Program/ Line Item No.: N/A
General Counsel Approval: Yes
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: EXECUTION OF ACCESS AGREEMENTS FOR EXISTING MONITORING WELL SITES SCS-3, -4, -8 AND OM-8 ON COUNTY OF ORANGE PROPERTY

SUMMARY

Staff recommends authorizing the General Manager to execute two access agreements for existing monitoring well sites located on County of Orange property.

Attachments:

- Draft License Agreement for existing monitoring well sites SCS-3, SCS-4, and SCS-8.
- Draft Entry Permit Agreement for existing monitoring well site OM-8.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Authorize the General Manager to finalize and execute a no-cost 10-year term license agreement with the Orange County Flood Control District for continued access to existing monitoring wells SCS-3, SCS-4, and SCS-8 and a no-cost 10-year term entry permit agreement with the County of Orange for continued access to existing monitoring well site OM-8.

BACKGROUND/ANALYSIS

Monitoring wells SCS-3, SCS-4, and SCS-8 were constructed in 1998 along Santiago Creek to monitor groundwater levels and quality associated with the District's proposed use of Santiago Creek for recharge activities (see Figure 1 for well locations). The wells remain in good condition and are now utilized for basin monitoring and continue to provide useful data for basin storage calculations and groundwater model calibration. The District obtained a Property Encroachment Permit from the County of Orange, Resources and Development Management Department in June 1988 for construction and maintenance of the wells, which has now expired.

Monitoring well site OM-8 consists of two single-point wells, OM-8, and OM-8A, constructed in 1991 to depths of 169 and 294 feet, respectively. These wells were installed to delineate the upgradient extent of VOC contamination in the city of Orange near the Santa Ana River. The wells remain in good condition and have since been utilized for basin monitoring, providing valuable data for the Shallow aquifer used for basin storage calculations and groundwater model calibration. Monitoring well site OM-8 is located near the intersection of Katella Ave. and the Santa Ana River, on property owned by the County of Orange, currently used as the Orange County Sheriff's Department Orange County Peace Officers Training Facility (see Figure 1). The County initially granted access through a license agreement in 1991, which was renewed in 1996 but has since expired.

OCWD staff is in the process of negotiating a mutually acceptable license agreement (draft attached) for monitoring wells SCS-3, -4, and -8, and an entry permit agreement (draft attached) for monitoring well site OM-8, both with 10-year terms. The County has agreed to waive administrative fees for both agreements if OCWD provides water level and water quality data collected from these monitoring wells. Staff recommends authorizing the General Manager to finalize and execute these no-cost agreements to ensure continued access and monitoring.

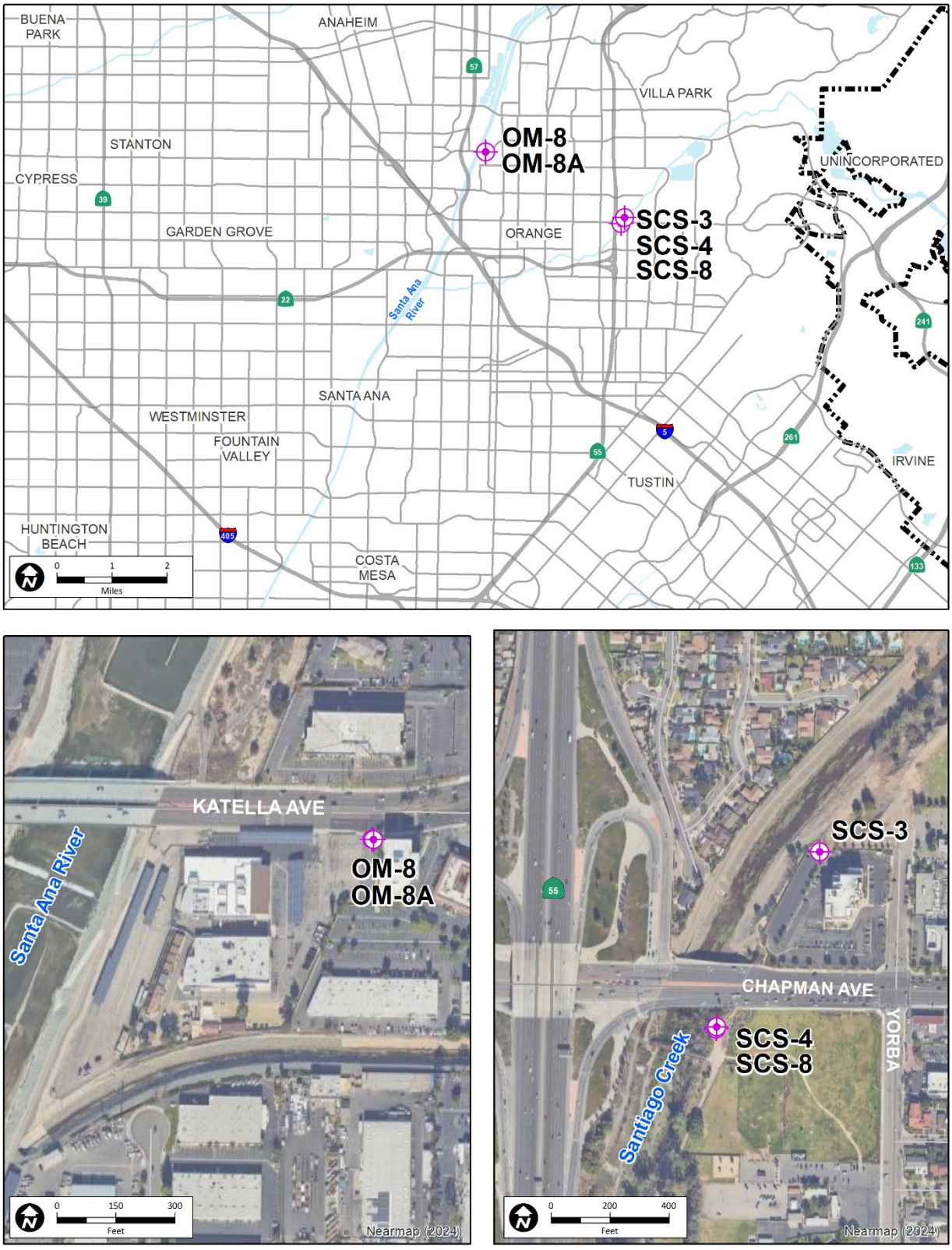
PRIOR RELEVANT BOARD ACTIONS

8/19/1998 R98-8-115 Ratify acceptance of County of Orange property encroachments Permit No. 98-00580 FT for well Nos. SCS-3, SCS-4, and SCS-8

7/3/1996 R96-7-111 Authorize execution of renewed license agreement with County of Orange for wells OM-8 and OM-8A

2/20/1991 R91-2-46 Ratify acceptance of license agreements with County of Orange for well site OM-8 and city of Anaheim for well site AM-21 for Forebay VOC Investigation

Figure 1. Well Location Map



LICENSE AGREEMENT
(Santiago Creek Monitoring Wells)

THIS LICENSE AGREEMENT ("**License**") is made _____, 20____, ("**Effective Date**") by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "**DISTRICT**," and ORANGE COUNTY WATER DISTRICT, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, hereinafter referred to as "**LICENSEE**," without regard to number and gender. DISTRICT and LICENSEE may sometimes hereinafter individually be referred to as "**Party**," or jointly as "**Parties**."

1. DEFINITIONS (LA2.1 S)

The following words in this License have the significance attached to them in this section, unless otherwise apparent from context:

"**Channel**" means DISTRICT's flood control facility commonly referred to as the Santiago Creek Channel (Facility No. E08).

"**County**" means the County of Orange, a political subdivision of the State of California.

"**CPP**" means the County Permit Process either online (https://myoceservices.ocgov.com) or through Orange County Public Works Property Permit department located at 601 N. Ross Street, Santa Ana, CA 92701.

"**Director**" means Orange County's Director, OC Public Works, or designee.

2. TERM (AMLC-3.2 N)

This License shall be for ten (10) years ("**Term**"), commencing on the Effective Date of this License unless sooner terminated as provided herein.

3. TERMINATION (SRLic-3.9 N)

This License shall be revocable by either DISTRICT or LICENSEE as follows: If revoked by DISTRICT, Director will endeavor to give a minimum one hundred eighty (180) days' prior written notice to LICENSEE of revocation. If revoked by LICENSEE, LICENSEE shall provide at least thirty (30) days' prior written notice to Director and shall fully comply with Section 13 (Disposition of Facilities) before such a revocation is effectuated.

4. LICENSE AREA (SRLic-1.1 S)

DISTRICT grants to LICENSEE the non-exclusive right to use, in accordance with the terms herein, that certain real property within DISTRICT right-of-way in the City of Orange near the east bank of the Santiago Creek, approximately 600' northerly of Chapman Avenue (on APN 093-010-53) and 100' southerly of Chapman Avenue (on APN 392-061-01), as illustrated on **Exhibit A** attached hereto and by this reference made a part hereof ("**License Area**")

5. USE (LB1.1 N)

LICENSEE's use of the License Area shall be subordinate and conducted in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel. LICENSEE's use shall be limited to LICENSEE's operation, maintenance, and repair of groundwater basin management and monitoring wells, in connection with the Licensee's water monitoring project (collectively and individually referred to as "**LICENSEE Facilities**"). LICENSEE Facilities are permitted under this License solely at those installation sites depicted on **Exhibit A**, compiled from CPP issued permit no. FE24-0272 which includes prior permits and installations pursuant to permit nos. 2005-00401, 1998-00580 and 98-00580FT. LICENSEE shall be allowed reasonable access to LICENSEE Facilities for the purpose of exercising its License rights. All relevant permits from CPP are attached as **Exhibit C**.

LICENSEE agrees to ensure that any and all conditions in the above-mentioned permits are met and followed at all times.

LICENSEE agrees not to use the License Area for any purpose, nor to engage in or permit any other activity within or from the License Area, other than those uses set forth herein.

LICENSEE shall restrict vehicular speeds on and over DISTRICT access roads to a maximum speed of **ten (10) miles per hour**. LICENSEE shall not impede, cause to be impeded, or allow to be impeded, the License Area or DISTRICT's access including but not limited to the parking of vehicles or the depositing of any personal property, unless explicitly granted permission by giving at least twenty-four (24) hours advance notice to County's OC Public Works/OC Operation and Maintenance department at 714-955-0200. Any vehicles and/or equipment parked or placed on the License Area in violation of the terms hereof, may be towed or removed at LICENSEE's expense, at the sole discretion of the Director, and without prior notice to LICENSEE. LICENSEE acknowledges that vehicular access over the License Area is prohibited during heavy rainstorm conditions, when inundated or surface soils are wet enough to result in damage to the License Area. When surface soils are wet enough to result in damage to the License Area with vehicular access, LICENSEE's access will be limited to pedestrian access only. In cases when the License Area surface soil becomes wet enough to result in damage with vehicular access, authorized vehicular access shall not resume until the License Area is sufficiently dry to permit vehicular access without damage to the License Area.

LICENSEE acknowledges extracted well water discharges due to the exercise of its rights herein shall require prior authorization through CPP and coordination with County's OC Public

Works/OC Operation and Maintenance department at 714-955-0200. LICENSEE shall be fully responsible for discharges due to LICENSEE Facilities or operations which shall include paying all DISTRICT's or County associated costs, including but not limited to, pumping or treatment related charges or expenses otherwise incurred to extract such discharge from DISTRICT's downstream facility. LICENSEE shall pay DISTRICT and County costs associated with LICENSEE Facilities and operations discharges within sixty (60) calendar days following receipt of a statement of said cost from Director. LICENSEE acknowledges its responsibilities with regard to such discharges include its obligations addressed in Sections 17 (Hold Harmless) and 18 (Hazardous Material). LICENSEE's discharge responsibilities and obligation to pay DISTRICT and County costs associated with any such discharge shall survive termination of this License.

LICENSEE shall take due care to prevent unauthorized parties from accessing the DISTRICT property, including but not limited to, immediately locking any gated entry upon entering or exiting the License Area. To the extent within the reasonable control of LICENSEE, LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance, or permit to be committed any waste in, on or from the License Area.

LICENSEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to the Los Angeles, Santa Ana, and San Diego Regional Water Quality Control Board (LARWQCB) and California Regional Water Quality Control Board and other environmental regulatory authorities, with jurisdiction in, on, over and about the License Area, which arise from LICENSEE's use of or performance of any activities permitted to be conducted in, on, over, or across the License Area. In addition, LICENSEE agrees its compliance with all governmental laws and regulations in connection with LICENSEE's use of the License Area shall be subject to all terms, conditions set forth in this License. LICENSEE acknowledges that DISTRICT has no duty whatsoever with respect to any regulatory water quality obligation that LICENSEE Facilities may satisfy, and any noticing, clearances, or approvals that may be required by any regulatory authority, including but not limited to the LARWQCB and California Regional Water Quality Control Board with respect to the provisional nature of this License, or any removal or modification or relocation of LICENSEE Facilities shall be LICENSEE's sole responsibility.

LICENSEE hereby acknowledges that the License Area lies on, over or about a portion of DISTRICT's Channel and LICENSEE further acknowledges that the primary purpose of the License Area is for flood control purposes. LICENSEE agrees to conduct all activities within the License Area in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel by DISTRICT. LICENSEE Facilities and the exercise of this License shall not in any way preclude or restrict future expansion or improvement of the Channel by DISTRICT. LICENSEE acknowledges the License Area is within the Channel's inundation area and may be subject to all hazards associated with flood conditions. LICENSEE agrees to assume all risks, financial or otherwise, associated therewith, including risks associated with operating and maintaining LICENSEE facilities pursuant to this License.

6. AS-IS/WHERE-IS CONDITION AND RESERVATIONS TO DISTRICT (SRLic-3.4 N)

The License Area is accepted "as is" and "where is" by LICENSEE subject to any and all existing easements, encumbrances and physical characteristics. LICENSEE acknowledges that except as specifically herein provided, neither DISTRICT nor any of its employees, agents, or representatives has made any representations, warranties or agreements to or with LICENSEE on behalf of DISTRICT as to any matters concerning the License Area, access to the License Area, the present use thereof, or the suitability of LICENSEE's intended use of the License Area. Without limiting DISTRICT's rights with respect to the License Area, DISTRICT reserves for itself and its successors and assigns those rights necessary to assure proper maintenance and operation of the Channel flood control facilities and to permit any steps to be taken which the Director deems necessary or desirable to maintain, repair, improve, modify or reconstruct said facilities or such operations. The rights reserved to DISTRICT in this section, or any other section of this License shall be exercised by the Director at the Director's sole discretion. Neither DISTRICT nor any agent, employee, contractor, operator or any other person or entity acting for or on behalf of DISTRICT shall incur any liability, including, but not limited to, loss of business, damage, destruction or relocation costs of LICENSEE Facilities or impaired utility of the License Area for any action undertaken in the maintenance, repair, operation, improvement, modification or reconstruction of said flood control facilities. LICENSEE agrees that should any action undertaken in the maintenance, repair, operation, improvement, modification or reconstruction of said Channel flood control facilities require the relocation of LICENSEE Facilities either on a temporary or permanent basis, LICENSEE shall incur all costs and expenses associated therewith. Except in an emergency situation, Director shall provide LICENSEE reasonable advance notice of planned activities which may restrict LICENSEE's use of the License Area.

DISTRICT reserves all aerial rights over License Area, the use of which shall not unreasonably interfere with LICENSEE'S use of the License Area. DISTRICT further reserves for itself and its successors and assigns, the right to install, lay, construct, maintain, repair, and operate such sanitary sewers; drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under, and along the License Area or any part thereof, and to enter the License Area for any and all such purposes.

7. PROJECT FEE – Intentionally Omitted.

8. USE FEE (LC2.1N)

The Parties agree that LICENSEE's administration of LICENSEE facilities for groundwater basin management, as described in this License, in conjunction with LICENSEE's agreement hereto to provide the DISTRICT with copies of yearly reports LICENSEE obtains regarding the condition of the tested water from LICENSEE facilities, meets the social needs of the population and directly benefits the Parties' mission and goals. The Parties further agree that administration of LICENSEE facilities and providing the yearly reports to DISTRICT serves a valuable public purpose and is consistent and compatible with the missions of the Parties. The Parties also agree that the value

of the services being provided by LICENSEE pursuant to this License, and providing said yearly reports to DISTRICT, are comparable to the value of the License Area being provided by the DISTRICT. Accordingly, to the extent LICENSEE continues to abide by the terms and conditions of this License and provides DISTRICT with the yearly reports as requested, there shall be no fee for this License. However, if LICENSEE does not or cannot provide such reports to the DISTRICT at any time during the term of this License, LICENSEE shall pay a lump sum fee of five thousand dollars ($5,000) ("Use Fee") for the entire term of this License. To the extent this License is terminated prior to the expiration of the Term of this License, DISTRICT shall prorate and refund that portion of the Use Fee, as appropriate.

9. PAYMENT PROCEDURE (LC3.1 S)

When required by Section 8, the Use Fee shall be paid within 15 business days of notification by the DISTRICT that the Use Fee is due, ("Due Date") and shall be delivered to the Orange County Treasurer- c/o CEO Real Estate, 400 West Civic Center Drive, 5th Floor, Santa Ana CA, 92701. The designated place of payment may be changed at any time by the Director upon (10) ten days' written notice to LICENSEE. Use Fees and other payments may be made by check payable to Orange County Flood Control District with a notation that payment is for the "E08 OCWD License." LICENSEE assumes all risk of loss if payments are made by mail.

Please add the following to the Memo Line of the check: **Santiago Creek License Agreement between OCFCD and OCWD.**

All sums due under this License shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by LICENSEE or receipt by DISTRICT of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and DISTRICT shall accept such check or payment without prejudice to DISTRICT's right to recover the balance of said payment or pursue any other remedy in this License.

10. CHARGE FOR LATE PAYMENT (LC4.1 S)

LICENSEE hereby acknowledges that late payment of sums due hereunder will cause DISTRICT to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment pursuant to this License is not received by DISTRICT by the Due Date, a late charge of one and one half percent (1.5%) of the payment due and unpaid plus $100 shall be added to the payment, and the total sum shall become immediately due and payable to DISTRICT. An additional charge of one and one half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

LICENSEE and DISTRICT hereby agree that such late charges represent a fair and reasonable estimate of the costs that DISTRICT will incur by reason of LICENSEE's late payment.

11. CONSTRUCTION

LICENSEE shall have any construction, including the installation of additional systems, facilities or equipment, approved in writing by the Director, through CPP with payment of normal processing fees therefor, prior to commencement of any construction work in, on, over, under, across or about the License Area; and upon completion of any such work, LICENSEE shall immediately notify Director in writing of such completion.

Director's approval of LICENSEE's construction plans shall not be deemed an approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. DISTRICT is not responsible for permitting of any construction, design, assumptions or accuracy of LICENSEE's construction plans. Director will rely on the professional expertise of the Engineer of Record when approving LICENSEE's construction.

Should it be necessary for LICENSEE to conduct any construction requiring the disturbance of the surface of the License Area or requiring the use of any specialized vehicles or equipment, including but not limited to cranes, within, over, under or about the License Area subsequent to the completion of the initial installation of LICENSEE Facilities, LICENSEE agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all plans, and obtain a permit through CPP with payment of normal processing fees therefor, prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve use of DISTRICT property outside of the License Area. However, LICENSEE shall notify Director within five (5) days following commencement of any emergency repair work, and if so, requested by Director, LICENSEE shall secure a permit through CPP for the purpose of documenting the emergency work.

12. MAINTENANCE/OPERATIONS (LD2.1 N)

LICENSEE shall, to the satisfaction of DISTRICT, and at no cost to DISTRICT, keep and maintain the License Area and all LICENSEE Facilities of any kind in good and safe condition and in substantial repair, and shall at all times conduct all operations thereon in a safe and responsible manner. It shall be LICENSEE's responsibility to take all steps necessary or appropriate to maintain such standard of condition, repair and operation.

Director shall have the right to enter upon and inspect the License Area at any time.

LICENSEE shall designate in writing to Director, representative who shall be responsible for the day-to-day operation and level of maintenance and general order of the License Area and any LICENSEE Facilities.

DISTRICT shall have no obligation to maintain or make any repairs or replacements to any area in, on over under or about the License Area to accommodate LICENSEE'S use or LICENSEE

Facilities.

If LICENSEE fails to maintain or make repairs or replacements as required herein, Director may notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within a reasonable time thereafter as established by Director, Director may have the necessary correction made and the cost thereof, including but not limited to the cost of labor, materials, and equipment, shall be paid by LICENSEE within ten (10) days following receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by law.

LICENSEE shall also promptly, at its sole cost and expense, repair or replace any facilities, equipment or improvements on DISTRICT's property located under, over, within or adjacent to the License Area that are damaged or destroyed by LICENSEE in the exercise of LICENSEE's rights hereunder. Such repair or restoration shall be to approximately the same workmanship and condition as existed prior to such damage or destruction. If LICENSEE shall fail to perform any such repair or restoration within thirty (30) days following written notice from Director to LICENSEE, or as such repair or restoration period may be extended in writing by Director, DISTRICT may have the necessary repair or restoration made and the cost hereof, including but not limited to the cost of labor, materials, and equipment, shall be paid by LICENSEE within ten (10) days following receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by law.

LICENSEE agrees to maintain LICENSEE'S facilities and equipment within the License Area at all times in good condition and repair. If the LICENSEE fails to maintain their facilities and equipment, the DISTRICT may send the LICENSEE a notice to cure that will require the LICENSEE thirty (30) days to correct any issues written in the notice to cure. Nothing in this section shall affect either Party's ability to terminate this License as set forth herein.

13. DISPOSITION OF FACILITIES UPON TERMINATION OF LICENSE (N)

A. Unless Director has provided LICENSEE with written notice that DISTRICT wishes to retain any or all LICENSEE Facilities, LICENSEE shall at LICENSEE's sole cost and expense, no later than 60 days after the expiration or sooner termination of this License, after obtaining CPP prior authorization do the following:

1. Abandon all water wells on the License Area in place, in accordance with state water well standards (e.g. CA Department of Water Resources Bulletins 74-81 and Bulletins 74-90); and,

2. Remove all other LICENSEE Facilities, both surface and underground, located on or within the License Area to Director's satisfaction which shall include, but not be limited to, compaction of filled excavations to ninety percent (90%) compaction as determined by California Test Method No. 216 and delivering the License Area in a condition which allows for unrestricted use of the property. Notwithstanding the above, Director may allow certain LICENSEE Facilities to remain provided

LICENSEE continues to be fully responsible therefor and pays DISTRICT upfront an amount equal to the estimated cost for its removal.

B. In the event LICENSEE fails to perform its obligations under this section, in addition to any other rights or remedies available to DISTRICT, Director, at Director's option after fifteen (15) days written notice to LICENSEE, may cause the removal of any of LICENSEE Facilities from the License Area, and the cost thereof, including but not limited to the cost of labor, materials, and equipment, shall be paid by LICENSEE within ten (10) days of receipt of an statement of said costs from Director.

14. RELOCATION OF LICENSEE FACILITIES

LICENSEE agrees that in the event Director determines that LICENSEE Facilities will interfere with the operation, maintenance, replacement, or improvement of DISTRICT's Channel flood control facilities or property LICENSEE shall, within ninety (90) days of receipt of written notice from Director, and at LICENSEE's sole cost and expense arrange for the removal of LICENSEE Facilities from the License Area and any reinstallation of LICENSEE Facilities within the License Area. Under no circumstance shall DISTRICT be obligated to provide a relocation site for LICENSEE Facilities and/or equipment during such period of interference.

15. UTILITIES (LD1.2 N)

LICENSEE shall be responsible for installation of all utilities and shall pay, prior to the delinquency date, all charges for utilities supplied to the License Area.

16. INSURANCE (LD3.1 S)

A. <u>General Requirements</u>

LICENSEE agrees to maintain a program of self-insurance or commercial insurance at LICENSEE's expense and to deposit with the DISTRICT certificates of insurance, including all endorsements required herein, necessary to satisfy the DISTRICT that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the DISTRICT during the entire term of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Director. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Director will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, DISTRICT may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Director has received adequate evidence that LICENSEE reinstated insurance in compliance with the terms herein.

If LICENSEE fails to provide Director with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, DISTRICT and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit DISTRICT to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as Director is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold DISTRICT harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the DISTRICT's action.

LICENSEE may occupy the License Area only upon providing to DISTRICT the required insurance stated herein and maintain such insurance for the entire term of this License. DISTRICT reserves the right to terminate this License at any time LICENSEE's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. LICENSEE shall provide to DISTRICT immediate notice of said insurance cancellation or termination.

All contractors of LICENSEE and LACDPW performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the DISTRICT from the LICENSEE under this License. It is the obligation of the LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a DISTRICT representative at any reasonable time.

All self-insured retentions ("SIR(s)") shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of FIFTY THOUSAND DOLLARS ($50,000.00) shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of LICENSEE's current audited financial report. If LICENSEE's SIR is approved, LICENSEE, will indemnify the DISTRICT for any and all claims resulting or arising from LICENSEE's in accordance with the indemnity provision stated in section 17.
in addition to, and without limitation of, any other indemnity provision(s) in this License, agrees to all of the following:

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$5,000,000 per occurrence $5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles.	$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per accident or disease
Pollution Liability	$1,000,000 per occurrence or claims made

Insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

a) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state- ***As Required by Written Agreement***.
b) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the LICENSEE's insurance is primary

and any insurance or self-insurance maintained by the DISTRICT and/or the County of Orange shall be excess and non-contributing.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

a) An Additional Insured endorsement naming the County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents as Additional Insureds.
b) A primary and non-contributing endorsement evidencing that LICENSEE's insurance is primary and any insurance or self-insurance maintained by DISTRICT and/or the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, agents.*** Blanket coverage may also be provided which will state- ***As Required by Written Agreement.***

All insurance policies required by this License shall waive all rights of subrogation against the County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

If LICENSEE's Pollution Liability policy is a claims-made policy, LICENSEE shall agree to the following:

1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

Insurance certificates should be emailed to insurance@ceore.ocgov.com and printed copies shall be forwarded to the DISTRICT address provided in the Clause 22 (Notices) below or to an address provided by Director. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

DISTRICT expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in

insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect DISTRICT.

DISTRICT shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with DISTRICT incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and DISTRICT shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

17. HOLD HARMLESS

LICENSEE acknowledges the License Area is in, on, and over DISTRICT's Channel and may be subject to all hazards associated with flood conditions. LICENSEE agrees to assume all risks, financial or otherwise, associated therewith; including, but not limited to, any interruption in or restricted use of the License Area, whether temporary or permanent due to DISTRICT's use of, or operations conducted in, on, or about the License Area.

LICENSEE hereby releases and waives all claims and recourse against DISTRICT and County including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this License, including any damage to or interruption of use of any of LICENSEE's equipment or facilities placed in, on, or about the License Area, caused by erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel, or caused by DISTRICT's flood control operations, except claims arising from the concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

LICENSEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, to the extent arising out of the LICENSEE's maintenance, use of or operations or activities conducted in, on, or over the License Area, and/or the exercise of the rights under this License by LICENSEE, its agents, officers, employees, invitees or licensees, except for liability arising out of the concurrent active or sole negligence of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If DISTRICT and/or County is/are named as co-defendant(s) in a lawsuit, LICENSEE, with attorney(s) approved in writing by Director, shall notify Director of such fact and shall represent DISTRICT/County in such legal action unless DISTRICT/County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, and LICENSEE shall pay DISTRICT and/or County's reasonable litigation costs, expenses and attorney's fees. If judgment is entered

against DISTRICT/County and LICENSEE by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT/County and LICENSEE, DISTRICT and LICENSEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

18. HAZARDOUS MATERIALS (SRLic-2.6 S)

A. Definition of Hazardous Materials

For purposes of this License, the term "**Hazardous Material(s)**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, County, the State of California, or the United States government.

B. Use of Hazardous Materials

LICENSEE or LICENSEE's employees, representatives, member agencies, agents, contractors, operators, invitees, and any person authorized by LICENSEE to conduct activities on the License Area (individually and collectively "**LICENSEE Parties**") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the License Area (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may cause or permit small quantities of Hazardous Materials on the License Area to be used in the ordinary, customary, and lawful cleaning of and operations on the License Area, provided said use and activities are conducted as provided by law.

C. LICENSEE Obligations

If the presence of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties results in (i) injury to any person, (ii) injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, LICENSEE, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the License Area and/or other property to the condition existing prior to the introduction of such Hazardous Materials in, on, or about the License Area and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of DISTRICT under this License, LICENSEE shall pay the cost of any cleanup or remedial work performed on, under, or about the License Area as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by LICENSEE or LICENSEE Parties. Notwithstanding the foregoing, LICENSEE shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties, or enter into any settlement License, consent decree or other compromise with any governmental or quasi¬-governmental entity without first obtaining the prior written consent of Director. All work performed or caused to be performed by LICENSEE as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits, and other requirements for such work approved by Director.

D. Indemnification for Hazardous Materials

To the fullest extent permitted by law, LICENSEE hereby agrees to indemnify, hold harmless, protect and defend [with attorney(s) reasonably approved in writing by Director] DISTRICT and County, their elected officials, officers, employees, agents, and independent contractors and the License Area, from and against any and all liabilities, losses, damages (including, but not limited to, damages for the loss or restriction of use of rentable or usable space or any amenity of the License Area or damages arising from any adverse impact on marketing and diminution in the value of the License Area), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorney fees, disbursements and court costs and all other professional or consultant expenses), whether foreseeable or unforeseeable, to the extent arising directly or indirectly out of the presence, exposure, encounter, disturbance, extraction, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the License Area by any act or omission of LICENSEE or LICENSEE Parties. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the License Area and/or other real property and the preparation of any closure or other required plans.

19. BEST MANAGEMENT PRACTICES (SRLic-2.7 S)

LICENSEE and all of its agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "DISTRICT Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the License Areas and under this License. The DISTRICT Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the DISTRICT Parties have developed a Drainage Area Management Plan ("DAMP") which includes a Local Implementation Plan ("LIP") for each jurisdiction that contains Best Management Practices ("BMPs") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of storm water runoff in a cost-effective manner. These BMPs are found within the DISTRICT's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-storm water discharges and minimize the impact of pollutants on stormwater runoff.

LICENSEE shall obtain and review and assure that all contractors working on License Area review the applicable Model Maintenance Procedures contained in the DAMP/LIP and BMP Fact Sheets. Activities performed on the License Area under this License shall conform to the requirements of the Stormwater Permits, the DAMP/LIP, BMP Fact Sheets and the Model Maintenance Procedures, as they exist at the time this License commences and as each may be modified throughout the term of this License. The BMP's applicable to uses authorized under this License must be performed as described within all applicable Model Maintenance Procedures and/or BMP Fact Sheets. LICENSEE shall fully understand the Model Maintenance Procedures and any related BMP Fact Sheets applicable to operations conducted on the License Area prior to conducting them.

LICENSEE and/or its contractors may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Director for review and approval prior to implementation.

The Director or authorized representative may enter the License Area and/or review LICENSEE's records at any time to assure that activities conducted on the License Area comply with the requirements of this Clause (BEST MANAGEMENT PRACTICES). LICENSEE may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Clause (BEST MANAGEMENT PRACTICES).

20. AMENDMENTS (SRLic-4.1 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

21. LIMITATION OF THE LICENSE (LA5.1 S)

This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to (a) imply the conveyance to LICENSEE of rights in the License Area which exceed those owned by DISTRICT; or (b) imply the conveyance of an easement or any permanent or exclusive rights in the License Area.

22. NOTICES (LE1.1 S)

All notices, documents, correspondence and communications concerning this License shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered forty-eight (48) hours after mailing. Either Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by Federal Express or similar courier service and so given shall be deemed to have been given upon receipt.

TO: DISTRICT

Orange County Flood Control District
CEO/Real Estate Services
RE: E08 OCWD Santiago Creek License
P. O. Box 4048
Santa Ana, CA 92702-4048

TO: LICENSEE

Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708-8300
Office: (714)378-3205
Attn: Property Management

23. RECORDING PROHIBITED (SRLic-5.8 S)

This License may not be recorded.

24. AUTHORITY (PMES20.1S)

The Parties to this License represent and warrant that this License has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

25. GENERAL CONDITIONS (LE1.1 S)

This License includes the General Conditions attached hereto in **Exhibit B** and by this reference made a part hereof. In the event of any conflict between the provisions of this License and the provisions in the General Conditions, the provisions of the License shall control.

26. ATTACHMENTS TO LICENSE (SRLic-5.6 S)

This License includes the following, which is attached hereto and made a part hereof:

Exhibit A – Depiction of License Area
Exhibit B – General Conditions – License
Exhibit C – Relevant Permits

27. COUNTERPARTS

This License may be executed in one or more electronic or original counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

DISTRICT

By: _____
Thomas A. Miller
Chief Real Estate Officer
Per Minute Order dated
February 25, 2014 and
delegation dated May 19,
2023

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

Date: _____

LICENSEE

ORANGE COUNTY WATER DISTRICT,
a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended.

By: _____
Denis Bilodeau, President

By: _____
John Kennedy, General Manager

Approved as to Form
RUTAN & TUCKER, LLP.

By: _____
Jeremy Jungreis
General Counsel
Orange County Water District

Date: _____

Exhibit A
Location Map



Exhibit B

GENERAL CONDITIONS - LICENSE (LG17 S)

1. SIGNS (LG2 S)

LICENSEE agrees not to construct, maintain, or allow any sign upon License Area except as approved by Director. Unapproved signs, banners, flags, etc., may be removed by Director at LICENSEE's expense.

2. PERMITS AND LICENSES (SRLic-4.9 N)

LICENSEE shall be required to obtain and maintain throughout the Term of this License any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by DISTRICT, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by DISTRICT, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

LICENSEE shall be required at LICENSEE's sole cost and expense to obtain and maintain at all times during the term of this License, any and all permits, certificates, approvals and/or licenses which may be required by any federal, state, county, city or other governmental agency, department or bureaucracy having jurisdiction over LICENSEE, or LICENSEE's business or operations in connection with the License Area as set out herein. No permit, approval or consent given hereunder by DISTRICT, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder nor shall any such approvals or consents given by DISTRICT, be deemed approval as to compliance or conformance with applicable, governmental codes, laws, ordinances, rules, or regulations.

3. LICENSE ORGANIZATION (LG4 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

4. AMENDMENTS (SRLic-4.1 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

5. UNLAWFUL USE (SRLic-3.3 S)

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or therefrom, in violation of

the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

Further, all uses of the License Area by LICENSEE shall be conducted in accordance with all applicable law, ordinance, or regulation, including but not limited to any "Environmental Laws." "Environmental Laws" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

6. LABOR CODE COMPLIANCE (SRLic-3.7 S)

LICENSEE acknowledges and agrees that all improvements or modifications during the term of this License performed by LICENSEE shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than $1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, LICENSEE shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this License for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm from the Director of the State Department of Industrial Relations. LICENSEE shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed within the License Area. LICENSEE shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, LICENSEE shall maintain certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request LICENSEE shall provide the DISTRICT updated certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If LICENSEE neglects, fails, or refuses to provide said payroll records to the DISTRICT, upon request, such occurrence shall constitute an event of default of this License and DISTRICT may,

notwithstanding any other termination provisions contained herein terminate this License upon written notice to LICENSEE.

7. RIGHT TO WORK AND MINIMUM WAGE LAWS (SRLic-3.8 S)

In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require its employees that directly or indirectly service the License Area or terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the License Area on behalf of the LICENSEE also pay their employees no less than the greater of the Federal or California Minimum Wage.

LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

Notwithstanding the minimum wage requirements provided for in this Clause, LICENSEE, where applicable, shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of the Labor Code of the State of California.

8. INSPECTION (SRLic-4.7 S)

DISTRICT or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

9. TAXES AND ASSESSMENTS (SRLic-3.6 S)

Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable in connection with this License or upon LICENSEE Facilities or other property used in connection with this License, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

10. PARTIAL INVALIDITY (SRLic-4.2 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

11. WAIVER OF RIGHTS (SRLic-4.3 S)

The failure of DISTRICT to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that DISTRICT may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

12. ATTORNEY FEES (SRLic-4.5 S)

In the event of a dispute between DISTRICT and LICENSEE concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney fees.

13. AS-IS/WHERE-IS CONDITION (LG13 N)

The License Area is accepted "as is" and "where is" by LICENSEE subject to any and all existing easements, encumbrances and physical characteristics. LICENSEE acknowledges that except as specifically herein provided, neither DISTRICT nor any of its employees, agents, or representatives has made any representations, warranties or agreements to or with LICENSEE on behalf of DISTRICT as to any matters concerning the License Area, access to the License Area, the present use thereof, or the suitability of LICENSEE's intended use of the License Area.

A. Without limiting DISTRICT's rights with respect to the License Area, DISTRICT reserves the right to install, lay, construct, maintain, repair, and operate such drains, storm water sewers, pipelines, manholes, and connections; and appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under, and along the License Area or any part thereof, and to enter the License Area for any and all such purposes.

B. DISTRICT also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, under, and along any and all portions of the License Area. No right reserved by DISTRICT in this Section 13.B. shall be so exercised as to interfere unreasonably with LICENSEE's use hereunder.

DISTRICT agrees that rights granted to third parties by reason of this Section 13.B. shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. DISTRICT further agrees that should the exercise of these rights temporarily interfere with the use of any or all of the License Area by LICENSEE, any use fee (if a use fee is required pursuant to this License) shall be reduced in proportion to the interference with LICENSEE's use of the License Area.

14. CONDITION OF LICENSE AREA UPON TERMINATION (LG14 S)

Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of said License Area to DISTRICT in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war, excepted.

15. DISPOSITION OF ABANDONED PERSONAL PROPERTY (LG15 N)

If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on the License Area fifteen (15) days after such event shall, at Director's option, be deemed to have been transferred to DISTRICT. DISTRICT shall have the right to remove and to dispose of such property, at LICENSEE's cost, without liability therefor to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefor, and LICENSEE agrees to pay such costs, including but not limited to the cost of labor, materials, and equipment, within ten (10) days following a receipt of an statement of such costs from Director.

16. TIME (SRLic-4.6 S)

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

17. NO ASSIGNMENT, SUBAGREEMENTS (SRLic-3.5 S)

LICENSEE understands that this License is not an interest in real property nor is it an assignable right. Any attempt to assign or otherwise transfer this License by LICENSEE, voluntarily or by operation of law, shall automatically terminate this License. Sublicenses or subleases are not authorized under this License and any attempt by LICENSEE to create any such sublicense or sublease shall be null and void and shall automatically terminate the License.

18. PUBLIC RECORDS (SRLic-5.3 S)

Any and all written information submitted to and/or obtained by DISTRICT from LICENSEE or any other person or entity having to do with or related to this License and/or the License Area, either pursuant to this License or otherwise, at the option of DISTRICT, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 7920.000 et.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and LICENSEE hereby waives, for itself, its agents, employees, sub-licensees, and any person claiming by, through or under LICENSEE, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold DISTRICT harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by LICENSEE or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

19. RELATIONSHIP OF PARTIES (SRLic-5.4 S)

The relationship of the parties hereto is that of licensor and licensee, and it is expressly understood and agreed that DISTRICT does not in any way or for any purpose become a partner of or a joint venture with LICENSEE in the conduct of LICENSEE's business or otherwise, and the provisions of this License and the agreements relating to rent payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

20. GOVERNING LAW AND VENUE (SRLic-4.4 S)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

Exhibit C
Relevant Permits

County of Orange
OC Public Works

Main Office
601 North Ross Street
Santa Ana, CA, 92701
714-607-8888

Initial Submittal Summary

Project

Project OCID : OC24-55065
Project Name : OCWD Monitoring Wells SCS-3, SCS-4 & SCS-8
Project Description : Continued access to three individual single casing monitoring wells whose locations are within 700 feet and to perform groundwater monitoring activities for basin-wide management of the potable aquifers. Monitoring activities include, but not limited to, the collection of water levels and groundwater samples for water quality analyses.

Permit

FE24-0272:Monitoring Wells (Renewals)

Permit Description : Requesting continued access to the existing three 1998-constructed monitoring wells. Previous permit 2005-00401 expired in 2010 (attachment).
Additional Location Information : Three well locations are near the east bank and adjacent to Santiago Creek in the City of Orange.
Cross Street : Chapman Avenue & Yorba Street.
Type : Flood Encroachment (FE)
Is this part of a reimbursement agreement? : No
Is this permit related to an OCPW project? : No
Trust Account # :
Trust Account Name :
Number of Units :
CIP Zone : No
JOC Zone : No
Related to a Code Enforcement Case? : No
Code Enforcement Number :
Permit Pulled As: : Owner/Owner Agent

Location

NOSTREETADDRESS
NOSTREETADDRESS, ORANGE - Primary Job Site.

Contact

Name	Phone	Email	Address	Type	FRP

County of Orange

OC Public Works

Main Office
601 North Ross Street
Santa Ana, CA, 92701
714-607-8888

Gary Yoshiba	(714) 378-3200	gyoshiba@ocwd.com	18700 Ward Street Fountain Valley CA 92708	Contact	No
Orange County Water District	(714) 378-3200	gyoshiba@ocwd.com	18700 Ward Street Fountain Valley CA 92708	Applicant	Yes

Work Types

Name	Unfinished Basement	Occupancy Group	Construction Type	Square Footage	Description

Attachment

Name	File Name
Location Exhibit	SCS-3_4_8_Map&WellInformation.pdf
Notarized Letter of Authorization	
Supporting Documents	

Declaration

By submitting this application, I agree:

1. To the best of my knowledge that the information I have presented on this form and attached materials is true and correct and the County of Orange makes no representations regarding such information; and

2. To indemnify, defend and hold harmless the County of Orange, its officers, employees and representatives from any claim or litigation arising from or related to the submission of this application or any actions taken on the basis of this application; and

3. That I am subject to the fees, deposits, and charges as identified in the County's current fee schedules as approved by the County of Orange Board of Supervisors; including, any Road Fee Program annual rate adjustments due at the time of permit issuance as authorized per Resolution #14-053.

4. Applicant shall, at its own expense, defend, indemnify and hold harmless the County of Orange, its officers, agents and employees from any claim, action or proceeding against the County, its officers, agents or employees to attack, set aside, void, or annul any approval of the application or related decision, or the adoption of any environmental documents, findings or other environmental determination, by the County of Orange, its Board of Supervisors, Planning Commission, Zoning Administrator, Subdivision Committee, Director of OC Public Works, or Deputy Director of OC Development Services concerning this application. The County may, at its sole discretion, participate in the defense of any action, at the applicant's expense, but

County of Orange

OC Public Works

Main Office
601 North Ross Street
Santa Ana, CA, 92701
714-607-8888

such participation shall not relieve applicant of his/her obligations under this condition. Applicant shall reimburse the County for any court costs and attorney's fees that the County may be required to pay as a result of such action.

If litigation is filed challenging the Project, the County may, at its sole discretion, require the Applicant to post a bond, enter into an escrow agreement, obtain an irrevocable letter of credit from a qualified financial institution, or provide other security, to the satisfaction of the County, in anticipation of litigation and possible attorney's fee awards. The County shall promptly notify the applicant of any such claim, action or proceeding.

Name : Gary T. Yoshiba
Date : 09/16/2024

COUNTY PROPERTY PERMIT

5-00401
rd, Valerie 1:45:09PM

ENCROACHMENT PERMIT

County of Orange
RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT
County Property Permits
Main Office: 300 North Flower Street, Room 122
Santa Ana, California92703-5001
or P.O. Box 4048, Santa Ana, California92702-4048
(714) 834-3432 or (714) 834-5738
Fax: (714) 835-7425

Permit No: **2005-00401**
Effective Date: 12/23/2001 12:00:00AM
Expiration Date: 10/1/2010 12:00:00AM

SPECTION PHONE
714-567-6243
Inspection office shall be notified at least TWO (2) WORK DAYS PRIOR to commencing permitted use. FAILURE TO OBTAIN INSPECTION SHALL VOID THIS PERMIT

PERMITTEE

Orange County Water District
Post Office Box 8300

Fountain Valley, CA 92708-8300
714-378-3245
Contact Person John Reilly
Telephone No. 714-378-3245

FACILITY

Type	Facility Name	Number
	SANTIAGO CREEK	E08
	SCS-3 & -4	

Permittee Ref. No.: Santiago Creek Recharge Pilot

Insured ORANGE COUNTY WATER **Policy** Self-Insured **Expires** 10/01/2010

PERMITTED USE: User of County property is hereby authorized as follows, subject to provisions attached hereto:

To extend expiration date to operate and maintain two Sch. 40 PVC monitoring wells within the Orange County Flood Control District's Santiago Creek (E08) channel right-of-way per plans and provisions attached to the original permit 1998-00580, and to the satisfaction of the assigned County inspection personnel.

****THIS PERMIT REPLACES THE ORIGINAL PERMIT NO. #1998-00580****

CEQA Code 1

LOCATION OF WORK:

Santiago Creek, 600' northerly of Chapman Avenue in APN093-010-53 and 100'southerly of Chapman Avenue in APN 392-061-01

Dimension/Type: (2) monitoring wells/3'x 5' Thomas Brothers: 800; A-4 Area: Orange

CONSIDERATION:

Types	PWO#	Permit Fees	Surety	Penalty	Total	Total Fees: 5,238.00
FT	EF68010	5,238.00 (2074)	0.00 (2091)	0.00	5,238.00	

Payment	Trust	Check	Receipt	Date	Amount	Total Payment:

Surety Paid By:

TUF Invoice Paid By:

PERMITTEE'S ACCEPTANCE:

SIGNATURE ON FILE

COUNTY APPROVAL:

Rakas, George 04/18/2005

PERMIT AND APPROVED PLANS SHALL BE MAINTAINED ON JOB SITE. PERMITTEE SHALL COMPLY WITH REGULATIONS PRINTED ON REVERSE SIDE OF PERMIT AND ATTACHMENTS. ALL UNDERGROUND WORK REQUIRES PRIOR 'UNDERGROUND SERVICE ALERT' COMPLIANCE. THIS PERMIT IS NON-TRANSFERABLE.

2005-00401

ENCROACHMENT PERMIT

Contractor: Permittee

Engineer:

Inspection: Operations & Maintenance CC: Subdivision & Permits Inspection

---

PERMIT INSPECTORS REPORT: DATE WORK COMPLETED:_____

The permitted work was completed in satisfactory manner per instructions and/or the as built plans and inspectors report submitted herewith for county files

Remarks:

_____

_____

_____

Inspector:

Date

Permit Superintendent:

Date

Refund Recommended By:

Date:

Refund Approved By:

Date:

MAR-24-2005 10:42 FROM:PFRD/O&M 714-567-6340 TO:7143783369 P.002/006

1998-00580
SANLAKD 3:53:49PM

ENCROACHMENT PERMIT RIDER # 1

Permit No: **1998-00580**
Effective Date: 12/23/1998 12:00:00AM
Expiration Date: 12/22/2001 12:00:00AM

714-567-6243

PERMITTEE Permittee Ref. No.: Santiago Creek Recharge Pilot Project **FACILITY**

Orange County Water District
Post Office Box 8300
Fountain Valley, CA 92708-8300

714-378-3245

Contact Person Marina West
Telephone No. 714-378-3245

Type	Facility Name	Number
	SANTIAGO CREEK	E08

Insured	Policy	Expires

PERMITTED USE: The following changes are here by made to the original Permit:

To extend expiration date to install, operate and maintain two Sch. 40 PVC monitoring wells with the Orange County Flood Control District's Santiago Creek channel right-of-way per original plans and provisions and to the satisfaction of assigned PFRD inspection personnel.

CEQA Code 1

LOCATION OF WORK:

Approximately 600' northerly of Chapman Avenue in APN 093-010-53 and approximately 100'southerly of Chapman Avenue in APN 392-061-01

Dimension/Type: (2) 3'x 5' encasements Thomas Brothers: 800; A-4 Area: Orange

CONSIDERATION:

Types	PWO#	Permit Fees	Surety	Penalty	Total	Total Fees :	$1,512.00
FT	EF68010	$1,512.00 (2074)	$0.00 (2091)	$0.00	$1,512.00		

Payment	Trust	Check	Receipt	Date	Amount	Total Payment:	$1,512.00
Invoice				3/14/2000	$1,512.00		

Surety Paid By: TUP Invoice Paid By:

PERMITTEE'S ACCEPTANCE:

DRAFT

COUNTY APPROVAL:

DRAFT

Note: Surety will not be refunded until Final Inspection is performed and submitted to County Property Permits

1998-00580

ENCROACHMENT PERMIT RIDER # 1

Contractor: Permittee

Engineer:

Inspection: PFRD/Operations & Maintenance CC: PFRD/Construction

PERMIT INSPECTORS REPORT:

DATE WORK COMPLETED:_____

The permitted work was completed in satisfactory manner per instructions and/or the as built plans and inspectors report submitted herewith for county files

Remarks:

_____

_____

_____

Inspectors Signature: _____ Date: _____

Permit Superintendent's Signature: _____ Date: _____

Refund Recommended by: _____ Date: _____

Refund Approved by: _____ Date: _____

COUNTY PROPERTY ENCROACHMENT PERMIT

INSPECTION PHONE:
~~567-7800~~ Hec Beza
Inspection office shall be notified at least TWO (2) WORK DAYS PRIOR TO commencing permitted use. FAILURE TO OBTAIN INSPECTION SHALL VOID THIS PERMIT.

COUNTY OF ORANGE
PUBLIC FACILITIES & RESOURCES DEPARTMENT
COUNTY PROPERTY PERMITS
Main Office–300 North Flower Street, Room 122
SANTA ANA, CALIFORNIA 92703-5001
OR–P.O. BOX 4048, SANTA ANA, CA 92702-4048
PHONE: 834-3432 or 834-5238
FAX: (714) 835-7425

PERMIT NO. 98-00580 FT
EFFECTIVE DATE ~~June 23, 1998~~
EXPIRATION DATE ~~December 22, 1998~~

PERMITTEE

Santiago Creek Recharge Pilot Project

PERMITTEE

Orange County Water District
Post Office Box 8300
Fountain Valley, CA 92708-8300

TYPE	FACILITY NAME	NUMBER
	Santiago Creek (SCS-4, SCS-3, SCS-8)	E08

Contact person Marina West Telephone No 378-3245

PERMITTED USE: Use of County property is hereby authorized as follows, subject to provisions on reverse hereof and attached hereto:

To install, operate and maintain two Sch. 40 PVC monitoring wells with the Orange County Flood Control District's Santiago Creek channel right-of-way per plans and provisions attached and to the satisfaction of assigned PFRD inspection personnel.

PERMIT NOT EFFECTIVE UNTIL PERMITTED USE APPROVED BY ASSIGNED INSPECTOR.

PWO# EF68010 CEQA: CLASS 3 CAT.EXEMPT 8050/

LOCATION OF WORK: Approximately 600' northerly of Champman Avenue in APN 093-010-53 and approximately 100'southerly of Chapman Avenue in APN 392-061-01

Dimension/Type: 2 3'x5' ecasements Thos. Bros 800: A-4 Orange AREA

CONSIDERATION: $ 106.00 Two well bores @ 53.00 ea.

Permit Fees $ ~~236.00~~ (2074) Surety ~~District~~ (2091) TOTAL $ ~~342.00~~

Check No. ___ Cash ___ Receipt ___ Date ___ Trust Fund ___ Invoice $ ~~342.00~~

Check No. ___ Cash ___ Receipt ___ Date ___ Trust Fund ___ Invoice ___

Fees paid by ~~Permittee~~

Contractor ~~Permittee~~

Engineer: ___

APPROVED AS TO FORM
By ___
~~General Counsel for~~
Orange County Water District

INSPECTION ~~PFRD/Construction~~ CC: ~~PFRD/Operations & Maintenance~~

PERMITTEE'S ACCEPTANCE: Orange County Water District

Daniel E. Griset
President

Permittee General Manager SIGN / PRINT

COUNTY APPROVAL

SHS
Date 6/24/98

PERMIT AND APPROVED PLANS SHALL BE MAINTAINED ON JOB SITE.

PERMITTEE SHALL COMPLY WITH REGULATIONS PRINTED ON REVERSE SIDE OF PERMIT AND ATTACHMENTS.

ALL UNDERGROUND WORK REQUIRES PRIOR 'UNDERGROUND SERVICE ALERT' COMPLIANCE.

THIS PERMIT SHALL BE NON-TRANSFERABLE.

6/24/98

CASHIER DATE REGISTER NO. FEE + CODE TOTAL

E08
SCS-3, SCS-4 & SCS-8
Santiago Creek Adjacent

COUNTY OF ORANGE
PUBLIC FACILITIES & RESOURCES DEPARTMENT
PROPERTY MANAGEMENT / COUNTY PROPERTY PERMITS

SPECIAL PROVISIONS

98-00580-FT
Permit No.

By acceptance of this permit, permittee agrees to the following:

A. The Orange County Flood Control District (OCFCD) possesses limited rights in the area of this permit which may not be sufficient for permittee's purposes. Permittee acknowledges the limitations of OCFCD's rights and agrees to secure permission from any other owners required for exercise of rights permittee needs.

B. Ingress and egress shall be at locations designated by OCFCD inspector. Permittee shall not leave vehicles or equipment or stockpile any material upon any portion of OCFCD right-of-way and shall control dust and provide for passage of OCFCD or other authorized vehicles to the satisfaction of OCFCD inspector.

C. Permittee acknowledges the accessibility and condition of the channel roadway and agrees to repair OCFCD's roadway and replace fencing, if removed, to the satisfaction of OCFCD's inspector and to the condition as existed prior to the commencement of permitted use. All gates and fencing shall be secured at the end of each working day.

D. Permittee acknowledges that this permit is granted only for temporary use of County properties outlined on attached sketches.

E. This permit may be revoked at any time for abuse of privileges, for violation of the permit provisions or reasons in the best interest of the County. In the event of such revocation, all of permittee's rights shall immediately cease.

F. Any well monitoring data shows evidence of groundwater contamination will be brought to the attention of PFRD/Environmental Resources:

Attn: Richard Boon
Environmental Resources Division
Public Facilities and Resources Dept.
10852 Douglas Road
Anaheim, CA 92806

G. Any Orange County Flood Control District improvements disturbed or damaged during permitted use shall be restored at permittee's expense in compliance with PF&RD Standard Plans and to the satisfaction of PF&RD inspection personnel.

H. Permittee to understand that any permitted improvements, that are disturbed or damaged by Orange County Flood Control District during normal maintenance operations or channel reconstruction, are to be restored by permittee or any future assigns and/or successors solely at their expense.

I. All maintenance responsibility and liability acquainted with permitted improvements or use shall be the sole responsibility of permittee or any future assigns and/or successors

STANDARD PROVISIONS

1. Permits issued by this Agency are pursuant to the authority vested by the Board of Supervisors for the County of Orange, Orange County Flood Control District, any one or all of which are hereinafter referred to as County.

2. Permittee agrees to save County, its agencies, districts, etc., including its officers, agents or employees, harmless from any and all penalties, liabilities or loss resulting from claims or court actions, arising directly out of any damage or injury to persons or property by reason of the acts or omissions of Permittee, its agents, employees or independent contractors, in exercising any of the privileges herein granted or in consequence thereof.

   The Permittee shall file a written accident report with the County of Orange for any property damage, death or injuries on project site within 48 hours after such incident occurs. The accident report shall include, but is not limited to, the following information, if available: time and date, location, nature of accident, names of people injured, description of property damage, police report number, and description of job site condition at the time of accident.

   Failure to file an accident report shall be considered a violation of the permit provisions and may cause revocation of this permit.

   Accident report shall be filed with the Inspection Division assigned to the project. Contact can be made at the following telephone numbers:

   Construction Inspection Division — 567-7800
   1152 E. Fruit Street
   Santa Ana, California 92702

   Operations Inspection Division — 567-6300
   10852 Douglass Road
   Anaheim, California 92806

3. Should any damage or injury to County works occur during initial use and/or as a result of this permitted use, either through the acts of agents, servants, or employees of Permittee or by any independent contractor of Permittee in the exercise of the rights herein granted, Permittee shall immediately upon the written demand of County, restore such works to the condition of same on the date of the occurrence of said damage or injury at Permittee's cost or expense. The question as to whether or not any such damage or injury has been caused to the works shall be determined by the Director of the Public Facilities & Resources Department and his determination shall be final. In the event repair by County is necessary, Permittee shall pay County the cost of such repairs.

4. County reserves the right unto itself to perform any work, upon any portion or all of the area covered by this permit, or to do any other work necessary at any time. Such work may be performed without incurring any liability of any nature whatsoever to the Permittee. It is further understood and agreed that County reserves unto itself the rights of ingress over all or any portion of the subject area.

5. Neither this permit nor any of the rights herein granted shall be assigned without the prior written approval of the County.

6. By acceptance of this permit, Permittee acknowledges and assumes all responsibility for compliance with requirements of other regulatory governing agencies including but not limited to zoning regulations, applicable ordinances and laws, etc., of the County of Orange, the State of California, or others having regulatory control over the use granted herein.

7. A copy of this permit and approved plans, if applicable, shall be maintained at the site of work and be shown to any authorized representative of the County or other regulatory governing agency upon request.

8. No access or work shall be performed within County rights of way without the full knowledge of County's inspector, who shall be given not less than two work days advance notice of the initiation of permitted use. Failure of Permittee to obtain inspection shall void this permit and necessitate reapplication by Permittee.

9. This permit may be immediately revoked for reasons in the best interest of the County including violation of permit provisions or other applicable rules and regulations or for the creation of a nuisance upon notice given by the Director of the Public Facilities & Resources Department or authorized representative. In the event of such revocation, Permittee shall immediately cease all operations and restore County right of way as directed by County's inspector.

10. Any construction performed within County properties shall be in accordance with Orange County Public Facilities & Resources Department Standard Plans and established criteria. Any deviation must be specifically detailed and highlighted on plans in a manner meeting the approval of County Property Permits.

    No uses other than that as stated on this permit shall be exercised. Public right of way shall not be used for administrative operations or storage of equipment, materials, supplies, etc.

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 9, 2025

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: M. Patel / B. Smith

Budgeted: Partially
Budgeted Amount: $120,000
Cost Estimate: $155,000
Funding Source: R&R
Program/Line Item No.: R23017
General Counsel Approval: N/A
Engineers Report: N/A
CEQA Compliance: Cat. Ex.

Subject: FIELD HEADQUARTERS ABOVEGROUND GASOLINE STORAGE TANK PROJECT BUDGET INCREASE

SUMMARY

The underground gasoline storage tank located at Field Headquarters was removed in 2022. Permitting and construction of the aboveground tank replacement started in 2023 and is now complete. A project budget increase is required due to additional start-up testing of the tank, updating the facility's Spill Prevention Control and Countermeasure (SPCC) plan, and upgrading the card authorization control system.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board Meeting: Increase project budget by $35,000 for a total project budget of $155,000.

BACKGROUND/ANALYSIS

The 2,500 gallon gasoline underground storage tank (UST) located at Field Headquarters (FHQ) did not pass pressure tests in 2021. The Anaheim Fire & Rescue Hazardous Materials Section issued Correction Notices to the District requiring removal of the gasoline and tank. The District awarded a contract for removal of the UST which was executed in the summer of 2022. No contamination was observed during the removal of the UST, nor detected in the soil samples analyzed by a third-party laboratory.

The gasoline tank and dispenser have been used at FHQ since the 1980's to supply gasoline for District vehicles and equipment under typical operations and as an emergency supply for potential disaster response. The on-site tank is a cost saving measure because the District can bulk purchase gasoline at a discounted rate.

An agreement to construct a new 1,000 gallon gasoline aboveground storage tank (AST) was issued in September 2023 to Falcon Services & Construction, Inc. The regulatory requirements for an AST are less stringent than a UST, and potential leaks can be immediately observed in the AST arrangement versus having to be indirectly tested for with a UST arrangement.

During the course of the construction of the AST, additional expenses were experienced. First, repeated start-up testing of the tank was required per regulatory permitting. Second, the facility's SPCC plan had to be updated because of the additional above ground storage of petroleum product. Third, the card reading device that was previously used to authorize dispensing of fuel and to track fuel information for accounting and regulatory purposes required an upgrade, as the existing system was found to be obsolete due to its age and no longer supported by the vendor.

Staff recommends increasing the project budget by $35,000 to cover the additional expenses for a total project cost of $155,000. The original and revised project budgets are shown in Table 1.

Table 1: AST Project Budget Summary

Description	Budget 4/17/2024	Revised Budget
AST Scope of Work (Falcon Services)	$ 115,492	$ 115,492
Start-Up Testing (Tait)	-	$ 6,000
SPCC Update (Weyman)	-	$ 4,000
Card Reader Upgrade (Fuel Serv)	-	$ 27,550
Contingency	$ 4,508	$ 1,958
Total Project Budget	$ 120,000	$ 155,000

PRIOR RELEVANT BOARD ACTIONS

R24-4-37, 4/17/2024: Issuance of Amendment No. 1 to Agreement 1547 with Falcon Services & Construction, Inc. for an amount not to exceed $17,923 and to extend the termination date to December 31, 2024.

R23-8-105, 8/16/2023: Issuance of an Agreement is authorized to Falcon Services & Construction, Inc. for Installation of Aboveground Gasoline Storage Tank; In accordance with the California Environmental Quality Act (CEQA) guidelines filing of a Categorical Exemption for the installation of an aboveground Gasoline Storage Tank is authorized; A project budget for the Aboveground Gasoline Storage Tank is hereby established in the amount of $120,000.

R22-5-58, 5/18/2022: Issuance of an Agreement is authorized to Cardno for Removal of Gasoline Underground Storage Tank for $71,281; In accordance with the California Environmental Quality Act (CEQA) guidelines filing of a Categorical Exemption for the Removal of Gasoline Underground Storage Tank is Authorized; A project budget for the budget for the Removal of Gasoline Underground Storage Tank is hereby established in the amount of $75,000.

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 9, 2025

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: S. Nevill/ L. Haney

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/ Line Item No. N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: REQUEST FOR QUALIFICATION ON-CALL ENVIRONMENTAL SERVICES

SUMMARY

The District has three pre-qualified firms available for on-call environmental consulting services with agreements that expire in August 2025. These firms are used to supplement the District's in-house staff person to prepare environmental documentation. Staff recommends the publication of a request for qualifications for on-call environmental consulting services.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Authorize issuance of a Request for Qualifications for On-Call Environmental Consultants.

BACKGROUND/ANALYSIS

The District has existing agreements with three pre-qualified firms for on-call environmental consulting services. These firms are:

- Psomas
- SageCrest (previously Environmental Advisors)
- Environmental Science Associates (ESA)

Technical support from these firms is used to supplement the District's in-house staff person that prepares environmental documentation. Most of the environmental documentation prepared for the District's projects in compliance with the California Environmental Quality Act (CEQA), such as Environmental Impact Reports or Initial Study/Mitigated Negative Declarations, are prepared by our in-house staff person. The on-call environmental consulting firms are utilized to prepare technical studies such as air quality or noise evaluations that are used to prepare the environmental documentation where OCWD's staff do not have the specialized technical background, modeling resources, and/or credentials to prepare such reports. The on-call firms may also provide services during construction for cultural resource monitoring, when needed.

The existing on-call environmental services consultants were selected in 2010, although modifications to the list have been approved by the Board due to changes of corporate ownership at several of the consulting firms. Additionally, the Board has approved

extension of the agreements several times, with the most recent extension occurring in 2022 and terminating in August 2025. District staff identified a need to re-evaluate the list of on-call environmental services consultants to ensure that the specific needs of the District are met.

Staff recommends that the Board authorizes the issuance of a Request for Qualifications Environmental Consulting Firms. OCWD staff will evaluate the qualifications packages received and will select between three and five consultants for consideration by the Board.

PRIOR RELEVANT BOARD ACTION(S)
6-19-2019 R19-6-83 -Authorize renewal of existing Agreements for on-call environmental analysis services with SageCrest, Psomas, and Environmental Science Associates for an additional term of three years, extending the termination date to August 31, 2022.

1-20-2016 R16-1-4- Authorize renewal of existing Agreements for on-call environmental analysis services with Bonterra Psomas Consulting and Environmental Advisors (now SageCrest) for an additional term of three years, extending the termination date to August 31, 2019; Approve and authorize execution of Agreement with Environmental Science Associates for on-call environmental analysis services with a termination date of August 31, 2019

7-24-2013 R13-7-86 - Authorize renewal of Agreements for on-call environmental analysis services with Bonterra Consulting, Environmental Advisors, and Michael Brandman Associates for an additional term of three years, extending the termination date to August 31, 2016

8-1-2012, R12-8-97 - Include Environmental Advisors on the District’s list of pre-qualified on-call environmental consulting firms and authorize execution of a professional services agreement with the company

8-18-2010, R10-8-132 - Authorize issuance of non-exclusive Professional Service Agreements to Bonterra Consulting, Chambers Group, Environmental Science Associates, and Michael Brandman Associates for on-call environmental analysis services.

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 9, 2025

To: Water Issues Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: AMENDMENT TO AGREEMENT WITH CITY OF SANTA ANA AND MOULTON NIGUEL WATER DISTRICT

SUMMARY

The District previously executed an Agreement in 2022 with the city of Santa Ana and Moulton Niguel Water District (MNWD) to complete the preliminary design of the infrastructure improvements necessary to the city's water system to provide emergency water supplies to MNWD and also complete necessary CEQA documents. This Agreement terminates May 24, 2025, and needs to be extended to provide additional time to continue developing a potential program.

Attachments: Presentation and Draft Amendment to Agreement

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Authorize execution of Amendment to Agreement with the city of Santa Ana and the Moulton Niguel Water District.

DISCUSSION

In April 2006, OCWD, Irvine Ranch Water District (IRWD), the Municipal Water District of Orange County (MWDOC), and other South Orange County water agencies including MNWD developed and signed the Phase 1 Emergency Services Program agreement. The purpose of the Emergency Services Program is to allow water to be moved to South Orange County (SOC) during short-term emergency water system outages or planned shutdown scenarios from the Metropolitan Water District (MWD) imported water system. During such an event, up to 50 cubic feet per second (cfs) of water for up to 30 days (total of 3,000 acre-feet) can be moved from the groundwater basin to SOC water agencies. The program has been used approximately six times to date via a second supporting Operating Agreement executed on November 14, 2008, that allowed the use of the IRWD water system.

SOC water agencies funded necessary facilities to move water from IRWD to the regional water transmission system. OCWD does not receive any compensation for the program. Section 6 of the Emergency Services Program agreement contemplates ongoing work to identify future phases of the program. The Emergency Services Program agreement

terminates on November 14, 2033; 25 years from the Operating Agreement effective date. The agreement requires a 3-year notice to terminate requiring a decision by November 14, 2030.

In August 2017, the Board took additional action to broaden the District's Water Resources Policy to allow the consideration of projects and programs with SOC water agencies. In January 2019, the District entered into an agreement with MNWD to develop a program that would be considered by the Boards of OCWD and MNWD. A program that is very similar to the existing 2006 agreement that would provide MNWD water during emergency events is currently being considered.

As called for in the existing 2019 MNWD agreement, Tetra Tech completed an analysis of the water systems belonging to the cities of Orange, Santa Ana and Tustin which was provided to the Board in February 2021. The results of the study identified several conceptual projects and estimated cost of the anticipated facilities needed to pump groundwater into the East Orange County Feeder No. 2 (EOCF#2) along with the flow rate that can be achieved.

The EOCF#2 generally travels from north to south and delivers treated imported water from the MWD Diemer Filtration Treatment Plant in the city of Yorba Linda to numerous Orange County water agencies. This pipeline connects to the Joint Regional Transmission Main in Irvine which carriers imported water into SOC and MNWD.

In July 2021 the Board approved policy principles to guide the development of an emergency water supply program with SOC agencies. Any emergency water supply program developed with any SOC water agencies and/or MNWD would comply with these principles, shown below.

- OCWD will explore and look to develop a new program to assist SOC agencies during periods when needed imported water is unavailable.
- OCWD will periodically meet with SOC agencies to determine what their possible emergency water supply needs could be.
- Any proposed new actions to assist SOC will be coordinated with the possible extension of the existing SOC Phase I Emergency Services Agreement.
- The MWD indirectly benefits from OCWD actions to assist SOC during shortages of the imported water system. MWD will be requested to participate in any capital expenses that relieves pressure on its system.
- Any program will not adversely impact OCWD's operations.
- OCWD will financially benefit from the program.
- Any program will comply with the OCWD Act.
- OCWD staff will work collectively with MWDOC, the Groundwater Producers and interested SOC agencies to develop any new programs that could be recommended to the OCWD Board.

The current 2022 agreement with the city of Santa Ana (City) and MNWD provided for preliminary engineering analysis and design of the Santa Ana – East Station option to determine the exact facilities needed, initiating CEQA analysis, and investigating the institutional arrangements needed to connect into the EOCF#2 and to deliver water into the pipeline. More specifically the agreement calls for the following;

- MNWD funds all work specified in the agreement.

- Water from the City's water system would only be pumped into the EOCF#2 when MWD was unable to deliver water to MNWD.
- New facilities are designed to City and OCWD standards.
- At no time would the delivery of water to MNWD cause or exacerbate a shortage of water to the City's customers.
- MNWD reimburses the City for all expenses incurred by the City as a result of this program.
- The agreement does not allow MNWD to store water in the OCWD groundwater basin.
- The City utilizes the new water system improvements during normal operations.
- The program complies with the OCWD Act.
- MNWD prepares the two requests for proposals necessary to hire an engineering and CEQA consultant and administer the contracts.
- The three parties collaboratively carry out the scope of work for this agreement.

This agreement is set to terminate on May 24, 2025. Staff recommends extending the agreement three years through June 30, 2028. During this period, MNWD will solicit for and develop CEQA documents and final design of the proposed infrastructure based on the preliminary design analysis. MNWD will also coordinate with the parties having EOCF#2 ownership and will pursue the necessary authorizations for the project. The proposed amendment also calls for MNWD to reimburse the City and OCWD for their expenses associated with the performance of the scope of work of this agreement and the proposed amendment.

PRIOR RELEVANT BOARD ACTIONS

3/16/22, Authorize execution of agreement with the city of Santa Ana and the Moulton Niguel Water District.

7/21/21, Approved the policy principles to provide emergency water supplies to SOC.

2/10/21, Informational Item: Provided Tetra Tech report to the Water Issues Committee.

3/20/19, R19-3-31: Hired Tetra Tech to perform two technical studies for the District.

3/20-19, R19-3-32: Hired Westwater to perform two technical studies for the District.

1/16/19, R1-1-10: Authorize execution of Agreement with the Moulton Niguel Water District and issuance of two requests for proposals for review of existing water storage programs and evaluation of groundwater conveyance options.

10/3/18: OCWD MNWD ad-hoc committee created.

8/15/18, M18-104: Directed staff to update the 2007 *Report on Orange County Groundwater Basin Storage and Operational Strategy* to reflect the recommended basin operating changes and to limit any potential future storage agreements to within the 36,000 acre-foot Santa Ana River Conservation and Conjunctive Use Program until the Metropolitan Water District Conjunctive Use Storage Program expires in 2028.

8/2/17, R17-8-107: Broadened the District's Water Resources Policy to allow the consideration of water storage and exchange programs with SOC water agencies.

AMENDMENT NO. 1 TO THE INTERAGENCY AGREEMENT BETWEEN THE CITY OF SANTA ANA, ORANGE COUNTY WATER DISTRICT, AND MOULTON NIGUEL WATER DISTRICT PROJECT: EMERGENCY INTERCONNECTION BETWEEN THE CITY OF SANTA ANA EAST STATION AND EAST ORANGE COUNTY FEEDER #2

This Amendment No. 1 (**"Amendment"**) is entered into and effective as of _____, amending the Interagency Agreement dated May 24, 2022 **("Agreement")**, by and between the City of Santa Ana **("CITY")**, Orange County Water District **("OCWD")**, and Moulton Niguel Water District **("MNWD")**, collectively herein referred to as the **PARTIES**. Any capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement.

RECITALS

A. WHEREAS, on May 24, 2022, the PARTIES entered into the Agreement to work collaboratively to further evaluate the feasibility of a potential emergency interconnection ("INTERCONNECTION") by completing a preliminary design study and environmental analysis.

B. WHEREAS, the Agreement terminates on May 24, 2025.

C. WHEREAS, the PARTIES desire to amend the Agreement's Scope of Work to be performed by the PARTIES under this Agreement and extend the term of the Agreement until June 30, 2028.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the PARTIES agree as follows:

1. The term of the Agreement is hereby extended through June 30, 2028.

2. The Work to be performed by the PARTIES under this Agreement shall be revised to include the Work for MNWD to prepare a final design of the proposed infrastructure based on the preliminary design analysis. Final design shall commence following acceptance of the preliminary design report by all PARTIES.

3. Anticipated deliverables under this Agreement shall be revised to include final design documents (construction plans and specifications) prepared by MNWD for review and approval by all PARTIES. Multiple final design submittals are anticipated. The PARTIES shall be provided with an opportunity to review each final design submittal.

4. MNWD will develop a Request for Proposals ("RFP") in collaboration with the other PARTIES for the work described in paragraph 2 above. The PARTIES will review the proposals and develop a joint recommendation, should they agree, for consideration of award of a professional service contract. If collectively agreed to by the PARTIES, the work described in paragraph 2 above may be combined with an environmental review and preparation of CEQA documents as described in the Agreement into a single RFP and professional service contract.

5. MNWD agrees to provide all funding required to perform the scope of work and related RFPs identified as part of the Agreement and this Amendment. MNWD agrees to reimburse CITY and OCWD for reasonable staff time, consultant fees, and legal counsel expenses associated with reviewing the scope of work deliverables and related RFPs identified as part of the Agreement and this Amendment.

6. All other provisions of the Agreement will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

ORANGE COUNTY WATER DISTRICT

By: _____ Date: _____
Denis R. Bilodeau, President
for Orange County Water District

By: _____ Date: _____
John Kennedy, General Manager
for Orange County Water District

CITY OF SANTA ANA

By: _____ Date: _____
Valerie Amezcua, Mayor
for City of Santa Ana

ATTEST:

By: _____ Date: _____
Alvaro Nuñez, City Manager
for City of Santa Ana

By: _____ Date: _____
Jennifer L. Hall, Clerk of the Council
for City of Santa Ana

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

By: Kyle Nellesen Date: 2/27/25
Kyle Nellesen
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

By: _____ Date: _____
Nabil Saba, P.E., Executive Director
Public Works Agency

MOULTON NIGUEL WATER DISTRICT

By: Duane D. Cave Date: 3/13/25
Duane Cave, President
for Moulton Niguel Water District

APPROVED AS TO FORM:

By: _____ Date: 3/3/25
Ruben A. Smith, Special Counsel
to Moulton Niguel Water District

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 10, 2025

To: Administration/Finance Issues Cte.
Board of Directors

From: John Kennedy

Staff Contact: R. Fick/D. Miller

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line-Item No.: N/A
General Counsel Approval: N/A
Engineers Report: N/A
CEQA Compliance: N/A

Subject: MONTHLY CASH CONTROL REPORTS

SUMMARY

The following monthly financial information is provided in the staff report.

Attachments:
- Summary Cash and Cash Equivalent Control Reports
- Summary of Reserves
- Summary Sources and Disbursements
- Sources of Funds
- Disbursement of Funds

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Receive and file Summary Cash and Cash Equivalents Control Reports dated March 31, 2025.

PRIOR RELEVANT BOARD ACTIONS

Monthly

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 10, 2025

To: Administration/Finance Issues Cte.
Board of Directors

From: John Kennedy

Staff Contact: R. Fick/D. Miller

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line Item No: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: INVESTMENT PORTFOLIO HOLDINGS REPORTS

SUMMARY

The District's monthly Investment Portfolio Holdings Report is provided for Committee review.

Attachment: Investment Portfolio Holdings Reports dated March 31, 2025.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Receive and file the Investment Portfolio Holdings Reports dated March 31, 2025.

BACKGROUND/ANALYSIS

The Investment Portfolio Holdings Report is a list of each of the District's fixed income investments and provides the market value at the end of each month. All securities within the District's Investment Portfolio are in compliance with the District's Statement of Investment Policy. The District's portfolio maturities provide cash liquidity sufficient to meet the District's projected six-month expenditures (as required by Government Code Section 53646).

Highlights of the current and previous report:

Description	Prior Month	Current Month
SWAP Value (in Citi's favor)	$4,200,994	$4,217,564
Required Collateral	None	None
Duration/Maturity	312 Days or 0.85 years	349 Days or 0.96 years
Rate of Return/Yield	3.336%	3.298%

- The yield on the one-year Treasury note as of the month end is at 4.03%; two-year at 3.89% and the five-year at 3.96%. The last Federal Open Market committee (FOMC) meeting was held on March 18-19, 2025. The FOMC maintained the Federal fund benchmark interest rate to a range of 4.25% to 4.50%. This is the rate prime banks lend to each other.

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 10, 2025

To: Administration and Finance Issues Cte
Board of Directors

From: John Kennedy

Staff Contact: M. Patel

Budgeted: Partial
Budgeted Amount: $95,000
Cost Estimate: $155,532
Funding Source: R&R
Program/ Line Item No. R21012
General Counsel Approval: NA
Engineers/Feasibility Report: NA
CEQA Compliance: NA

Subject: ADDITIONAL FUNDS FOR WATER PRODUCTION R&R FUND R21012

The Water Production department maintains a Refurbishment and Replacement (R&R) fund account R21012 for refurbishment of reverse osmosis high pressure feed pump and motors. This account requires additional funds beyond those budgeted due to unforeseen additional expenses.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Authorize issuance of additional funds in the amount of $60,532 to the Water Production Refurbishment and Replacement account R21012.

BACKGROUND/ANALYSIS

The Water Production department is responsible for all operations and maintenance of GWRS, GAP as well as the Fountain Valley campus facilities. In order to account for unforeseen equipment failures or planned equipment replacements several R&R funding accounts are set aside each fiscal year for these expenditures. The R&R account set aside for repairs or refurbishment of the RO high pressure feed pumps and motors for fiscal year 2020-2021 is known as R21012 and was funded in the amount of $95,000.

In fiscal year 2020-2021 the funds in R21012 were not used and the account funding was carried over into subsequent fiscal years. In April 2023 funding from this account was used to refurbish a RO high pressure feed pump motor on RO unit B02. This motor experienced a leak of the oil-filled cooling coils causing damage to the motor. The pump was sent out for repair and refurbishment in the amount of $34,532. In addition, a second RO high pressure feed pump, for unit C01, experienced a failed seal issue that caused mechanical damage that required repair. The pump for RO unit C01 was repaired, and the motor was also sent out for preventative refurbishment at the same time. The combined cost to repair the pump and refurbish the motor totaled $121,000. The total expense for both RO high pressure feed pumps B02 and C01 repairs exceeded the $95,000 budgeted for R21012.

Additional funds in the amount of $60,532 are needed to cover cost of repairs to both pumps for account R21012. This R&R account will then be closed out formally with no further expenses incurred going forward.

PRIOR RELEVANT BOARD ACTION(S)

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 10, 2025

To: Administration/Finance Issues Cte.
Board of Directors

From: John Kennedy

Staff Contact: R. Fick / M. Ochoa

Budgeted: Yes
Budget Amount: $55,000
Cost Estimate: $54,840
Funding Source: General Fund
Program/Line Item No 1024.53000
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: SELECTION OF INDEPENDENT AUDIT FIRM

SUMMARY

The Board authorized staff to issue a Request for Proposals (RFP) for an independent audit firm to perform the audit services for the District. An RFP was sent to five audit firms. Staff evaluated the proposals received from three audit firms. Based on the proposals, staff recommends selecting Davis Farr LLP to perform the annual independent audit services for the District for fiscal years ended 2025 through 2027, with two additional optional years 2028 and 2029. In addition to the retirement plan audit services for calendar years 2025 through 2027, with two additional optional years 2028 and 2029.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Authorize execution by the General Manager of engagement letter with Davis Farr LLP for a three year period to perform the annual independent audit and the Single Audit of Federal Grants (if required) for the fiscal year ending June 30, 2025, through June 30, 2027; and the Money Purchase Plan audit and 457 plan audit for the calendar year December 31, 2025 through December 31, 2027 for a total amount not to exceed $54,840 each year.

DISCUSSION / ANAYLSIS:

The Government Finance Officers Association (GFOA) recommends that an organization should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Lance, Soll & Lunghard LLP were the District's auditors the past three years. The District's auditors provide a wide range of services including the annual audit of the financial statements, the annual audit of the retirement plan assets and contributions, audits of federal grants when necessary and ongoing consultation and input on emerging issues in government financial accounting and reporting.

The Board authorized the issuance of a Request for Proposal (RFP) for annual auditing services in February 2025. The District issued an RFP to five audit firms and six responses received were from Lance, Soll & Lunghard LLP, Davis Farr, Clifton Larson Allen, LLP, Eide Bailly, Vasquez and Company LLP, and The Pun Group. Each proposer provided a complete proposal.
The responses were reviewed by the Chief Financial Officer, the Controller and the

Purchasing Manager and were evaluated based upon the qualifications of the firm, the qualifications and experience of key personnel and their understanding of the proposals.

A fee schedule of maximum price by position for auditing services is provided in the table below.

Hourly Rates	Davis Farr, LLP	Lance, Soll & Lunghard LLP	Clifton Larson & Allen LLP
Partner	$185	$390	$310
Manager	$155	$250	$210
Senior Accountant	$135	$210	$150
Staff Accountant	$115	$140	$120
Clerical	n/a	$120	n/a
Proposed Hours	408	550	356
Proposed Cost -1st year	$54,840	$82,200	$59,862

A fee schedule of maximum price by service is provided in the table below.

Services	Davis Farr, LLP	Lance, Soll & Lunghard LLP	Clifton Larson & Allen LLP
District's Financial Audit	$41,500	$73,000	$44,688
SCO Report	$1,500	$1,620	$1,208
MPP & Deferred Comp. Plan Audit	$5,000	$19,040	$6,972
MPP SCO Report	$690	$810	$725
Single Audit	$5,400	$7,420	$4,746
Ratio Analysis Report	$750	$860	$1,523
Discount	$0	($20,550)	$0
Proposed Cost year I	$54,840	$82,200	$59,862
Proposed Cost Year II	$54,840	$82,200	$61,658
Proposed Cost year III	$54,840	$84,680	$63,507
Total 3 year cost	$164,520	$249,080	$185,027

Based on the interview, references and the information in their proposal, Davis Farr LLP has the best combination of management organization, depth of relevant experience, staff qualifications and history of success with similar projects.

Staff recommends approving and authorizing the execution of an engagement letter with Davis Farr LLP to perform the District's annual independent audit and federal grants single audit for the three-year period beginning with June 30, 2025, and the District's money purchase plan audit beginning December 31, 2025, for an amount not to exceed $54,840 for the first year.

PRIOR REVELEVANT ACTION:

02/19/25 R25-2-25: Authorized RFP for Independent Auditing Services

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 10, 2025

To: Administration/Finance Issues Cte.
Board of Directors

From: John Kennedy

Staff Contact: M. Patel / B. Smith

Budgeted: Partial
Budgeted Amount: $55,500
Cost Estimate: $101,000
Funding Source: Reserves
Program/Line Item No. 1062.57016
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: ADDITIONAL FUNDS FOR OPERATING COSTS OF THE WETLAND OPERATIONS FACILITIES

SUMMARY

The 2024-25 fiscal year (FY) budget amount for general maintenance and improvements of structures at the Prado Wetlands was based upon average expenses. An unforeseen repair of a monitoring well requires additional funding.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Authorize issuance of additional funds in the amount of $45,500 to the Wetland Operations general fund account line item 1062.57016.

BACKGROUND/ANALYSIS

The fiscal year 2024-25 budget included a general fund line item for maintenance and improvements of structures at the Prado Wetlands at an amount of $55,500. Typical expenses include building maintenance, materials to repair the constructed wetlands, vector control, fencing repairs, and janitorial services.

A Western Municipal Water District (WMWD) monitoring well was recently damaged by one of OCWD's bulldozers during removal of excess vegetation. The well was installed in 2018 for the purpose of studying potential changes to discharges from the Western Riverside County Regional Wastewater Authority wastewater treatment facility located adjacent to the OCWD Prado Wetlands facility. The monitoring well was not visible due to recently overgrown vegetation. While restoring a road for habitat management, an OCWD bulldozer damaged the well. WMWD has provided a cost estimate of $36,277 to repair the well. The inclusion of a 20% contingency makes the total repair estimate $43,532.

Staff requests authorization to increase funding for the wetland operations general fund account line item 1062.57016 from $55,500 to $101,000. This is an increase of $45,500 to this line item. The increase should cover the estimated expenses to repair the well.

PRIOR RELEVANT BOARD ACTION(S)
N/A

Backup materials for Committee items are available in the Committee packet.
Materials distributed at Committee meetings are attached hereto

AGENDA ITEM SUBMITTAL

Meeting Date: April 10, 2025

To: Administration/Finance Issues Cte.
Board of Directors

From: John Kennedy

Staff Contact: R. Fick/B. Velasco

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/ Line-Item No. N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: SURPLUS OF LAB FILE CABINETS AND FIELD HEADQUARTER HEAVY-DUTY EQUIPMENT

SUMMARY

Staff have determined that certain Field Headquarter equipment and Lab filing cabinets are irreparable or too costly to repair and are no longer necessary for use in District operations. The items listed below were removed from service and placed in temporary storage in the warehouse until approved for disposal.

RECOMMENDATION

RECOMMENDED BY COMMITTEE

Agendize for April 16 Board meeting: Declare items on Surplus List as of April 1, 2025, surplus and authorize the sale and disposal thereof.

BACKGROUND/ANALYSIS

Below is a list of items recommended for surplus. The items listed are either outdated, parts are no longer available and cannot be serviced or are inoperable.

The Field Headquarter equipment and Lab file cabinets have either been replaced or have become obsolete or beyond economical repair.

Disposal of the electronic equipment, tractors, and any boats will be accomplished by selling them through an auction company, to private companies or sold for scrap.

Below is a list of the surplus items as of April 1, 2025.

PRIOR RELEVANT BOARD ACTION(S)

None

SURPLUS LIST AS OF April 1st, 2025

LOCATION	DESCRIPTION	QTY	Status	ASSET#/SN
Field HQ	**1988 International F-9370 Dump Truck 10W**	***1***	Operable	T-50
Warehouse	**File Cabinets**	***2***	Operable	N/A
Warehouse	**Office Chairs**	***2***	Operable	N/A
Fountain Valley	**Fiberglass Storage Tanks**	**2**	Non-operable	N/A

AGENDA ITEM SUBMITTAL

Meeting Date: April 16, 2025

To: Board of Directors

From: John Kennedy

Staff Contact: R. Fick/C. Olsen

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line Item No. N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: PROPOSED FISCAL YEAR 2025-26 BUDGET

SUMMARY

The proposed fiscal year (FY) 2025-26 budget is provided for Board consideration. The proposed budget was originally submitted to the Board on March 5, 2025. Since that time four budget meetings have occurred with the Board and two with the Groundwater Producers. Staff now recommends the adoption of the FY2025-26 budget.

Attachments:
- Final Draft FY 2025-26 OCWD Budget (posted separately)
- Presentation Material

RECOMMENDATION

Approve the proposed FY2025-26 Budget

DISCUSSION

The proposed budget has been reviewed in detail with the Board and Groundwater Producers over the past two months. The budget is based upon setting a Basin Production Percentage (BPP) of 85% and a Replenishment Assessment (RA) of $711/acre-feet (af). Since the budget was first submitted to the Board on March 5, 2025, changes have been made which do not impact on the recommended RA as follows.

1. Decrease of $11,000 to the General Fund budget of District sponsorships in department 1010 – General Manager's Office.
2. Increase of $9,500 to the General Fund budget in the interagency agreements in department 1010 – General Manager's Office.
3. Decrease of $10,000 to the General Fund budget of District memberships in department 1010 – General Manager's Office.
4. Decrease of $30,000 to the General Fund budget for the GWRS costs in department 1012 – Public Affairs.
5. Decrease of $10,000 to the General Fund budget of special department expenses in department 1012 – Public Affairs.
6. Increase of $15,000 to the General Fund budget for professional services in department 1046 – Regulatory Affairs.

PRIOR RELEVANT BOARD ACTIONS

03/05/2025- Presented draft budget to the Board
03/12/2025 - Presented the Water budget to the Water Issues Cte
03/13/2025 - Presented the R&R Fund budget to the Admin/Fin. Cte
04/09/2025 - Presented the CIP budget to the Water Issues Cte
04/10/2025 - Presented the proposed General Fund budget to the Admin/Fin. Cte



Fiscal 2025-26 Budget

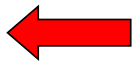
Board of Directors meeting

April 16, 2025

ORANGE COUNTY WATER DISTRICT

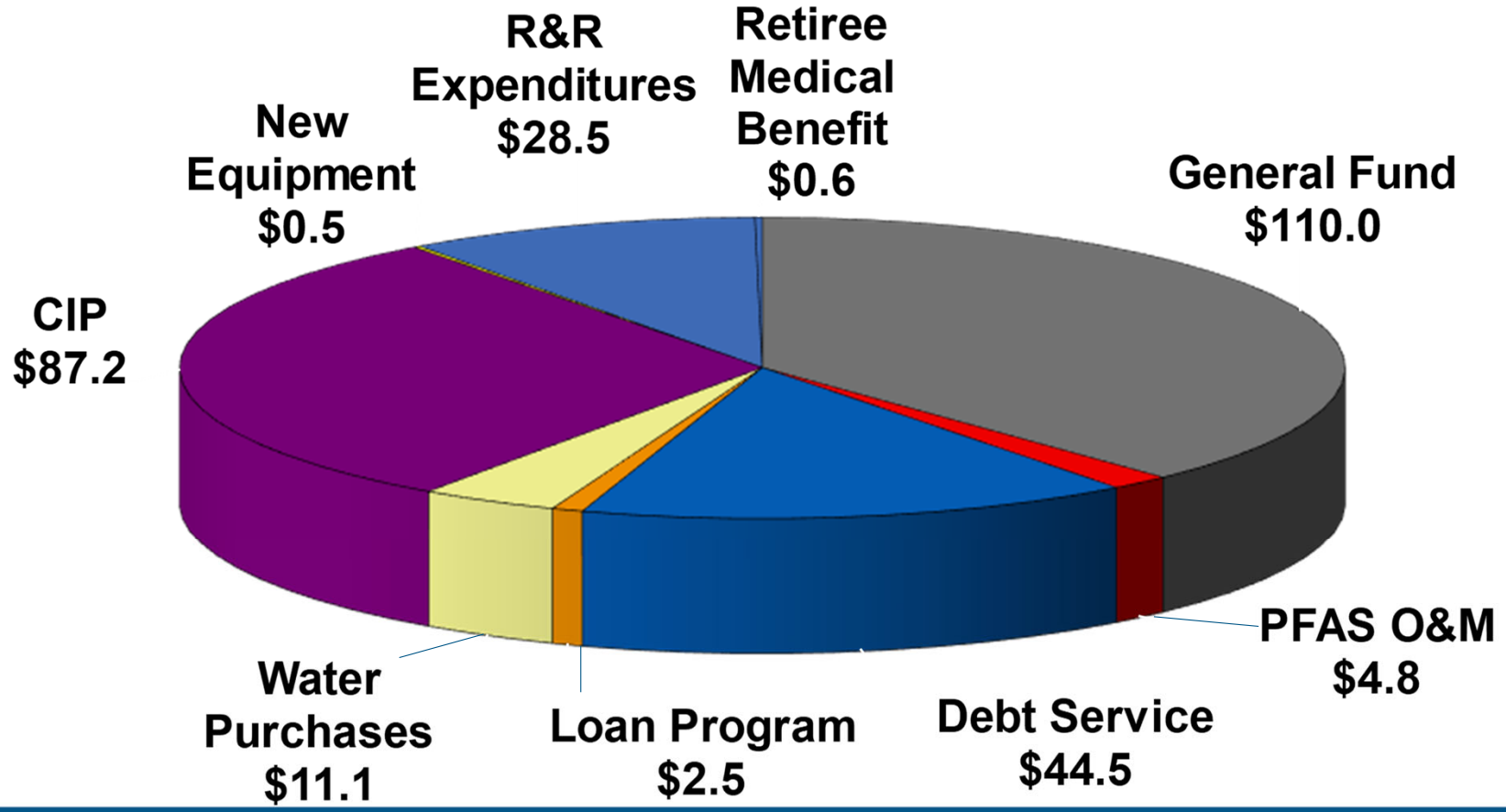
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FY 2025-26 Budget Schedule

Date	Meeting	Topic
December 12, 2024	Admin/Finance Cte	Budget preparation overview and kick-off
January 9, 2025	Admin/Finance Cte	Provide preliminary BPP and RA estimates
March 5, 2025	Board	Present Draft Budget
March 12, 2025	Producers	Present Draft Budget
March 12, 2025	Water Issues Cte	Review Water Budget
March 13, 2025	Admin/Finance Cte	Review R&R Budget
April 9, 2025	Producers	Discuss Draft Budget
April 9, 2025	Water Issues Cte	Review CIP Budget
April 10, 2025	Admin/Finance Cte	Review General Fund Budget
April 16, 2025	Board	Public Hearing to set RA & BPP Consideration to approve budget 

FY 25-26 Budget Components

Expenditures - $289.7 million



Changes to March 5, 2025 Draft Budget

Item	RA
Draft Budget (March 5, 2025)	$711/af
General Fund – Decrease General Manager's Office memberships, sponsorships, and interagency fees - $11,500	$0/af
General Fund – Decrease Public Affairs special department and GWRS expenses - $40,000	$0/af
General Fund – Increase Regulatory Affairs professional services expense - $15,000	$0/af
Final Proposed Budget (April 16, 2025)	$711/af

Recommendation

- Approve the Proposed Fiscal Year 2025-26 Budget

S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY
11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

This meeting will be conducted in person at the addresses listed below. As a convenience to the public, members of the public may also participate virtually using one of the options set forth below. Any member of the public may listen to the meeting or make comments to the Commission using the call-in number or Zoom link. However, in the event there is a disruption of service which prevents the Authority from broadcasting the meeting to members of the public, the meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in-person.

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
• https://sawpa.zoom.us/j/82049829402	• 1 (669) 900-6833
• Meeting ID: 820 4982 9402	• Meeting ID: 820 4982 9402

REGULAR COMMISSION MEETING
TUESDAY, APRIL 15, 2025 – 9:30 A.M.

Santa Ana Watershed Project Authority
11615 Sterling Avenue
Riverside, CA 92503

and

601 N. Ross Street, Room 327
Santa Ana, CA 92701

AGENDA

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. PUBLIC COMMENTS

Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

Members of the public may make comments in-person or electronically for the Commissions' consideration by sending them to publiccomment@sawpa.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, April 14, 2025. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Commission.

4. ITEMS TO BE ADDED OR DELETED

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the SAWPA Commission subsequent to the posting of the agenda.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.

A. APPROVAL OF MEETING MINUTES: APRIL 1, 2025

Recommendation: Approve as posted.

6. NEW BUSINESS

A. MIDDLE SANTA ANA RIVER PATHOGEN TMDL TASK FORCE REGULATORY SUPPORT (CM#2025.31)
Presenter: Rachel Gray
Recommendation: That the Commission authorize the General Manager to execute the following:

1. General Services Agreement with Kahn, Soares & Conway, LLP, and
2. Task Order No. KSC384-04 with Kahn, Soares & Conway, LLP for an amount not to exceed $141,500, to provide strategic and regulatory support for the Middle Santa Ana River Pathogen TMDL Task Force for FY 2025-26 and FY 2026-27.

B. SANTA ANA RIVER WATERSHED CLIMATE ADAPTATION AND RESILIENCE PLAN – ENGAGEMENT AND MEMBER AGENCY INVOLVEMENT (CM#2025.32)
Presenter: Haley Gohari
Recommendation: Receive and file.

7. INFORMATIONAL REPORTS

Recommendation: Receive for information.

A. CASH TRANSACTIONS REPORT – FEBRUARY 2025
Presenter: Karen Williams

B. INTER-FUND BORROWING – FEBRUARY 2025 (CM#2025.33)
Presenter: Karen Williams

C. PERFORMANCE INDICATORS/FINANCIAL REPORTING – FEBRUARY 2025 (CM#2025.34)
Presenter: Karen Williams

D. PROJECT AGREEMENT 25 – OWOW FUND – FINANCIAL REPORT, FEBRUARY 2025
Presenter: Karen Williams

E. PROJECT AGREEMENT 26 – ROUNDTABLE FUND – FINANCIAL REPORT, FEBRUARY 2025
Presenter: Karen Williams

F. STATE LEGISLATIVE REPORT
Presenter: Jeff Mosher

G. GENERAL MANAGER REPORT
Presenter: Jeff Mosher

H. CHAIR'S COMMENTS/REPORT

I. COMMISSIONERS' COMMENTS

J. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

8. CLOSED SESSION

There were no Closed Session items anticipated at the time of the posting of this agenda.

9. ADJOURNMENT

PLEASE NOTE:

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email svilla@sawpa.gov 48-hour notification prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.gov, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on April 10, 2025, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office at 11615 Sterling Avenue, Riverside, California.

2025 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: All meetings begin at 9:30 a.m., unless otherwise noticed, and are held at SAWPA.)

January	**February**
1/7/25 ~~Commission Workshop~~ [cancelled] 1/21/25 Regular Commission Meeting	2/4/25 Commission Workshop 2/18/25 Regular Commission Meeting
March	**April**
3/4/25 Commission Workshop 3/18/25 Regular Commission Meeting	4/1/25 Commission Workshop 4/15/25 Regular Commission Meeting
May	**June**
5/6/25 Commission Workshop 5/20/25 Regular Commission Meeting 5/13 – 5/15/25 ACWA Spring Conference, Monterey, CA	6/3/25 Commission Workshop 6/17/25 Regular Commission Meeting
July	**August**
7/1/25 Commission Workshop 7/15/25 Regular Commission Meeting	8/5/25 Commission Workshop 8/19/25 Regular Commission Meeting
September	**October**
9/2/25 Commission Workshop 9/16/25 Regular Commission Meeting	10/7/25 Commission Workshop 10/21/25 Regular Commission Meeting
November	**December**
11/4/25 Commission Workshop 11/18/25 Regular Commission Meeting	12/2/25 Commission Workshop 12/16/25 Regular Commission Meeting 12/2 – 12/4/25 ACWA Fall Conference, San Diego, CA

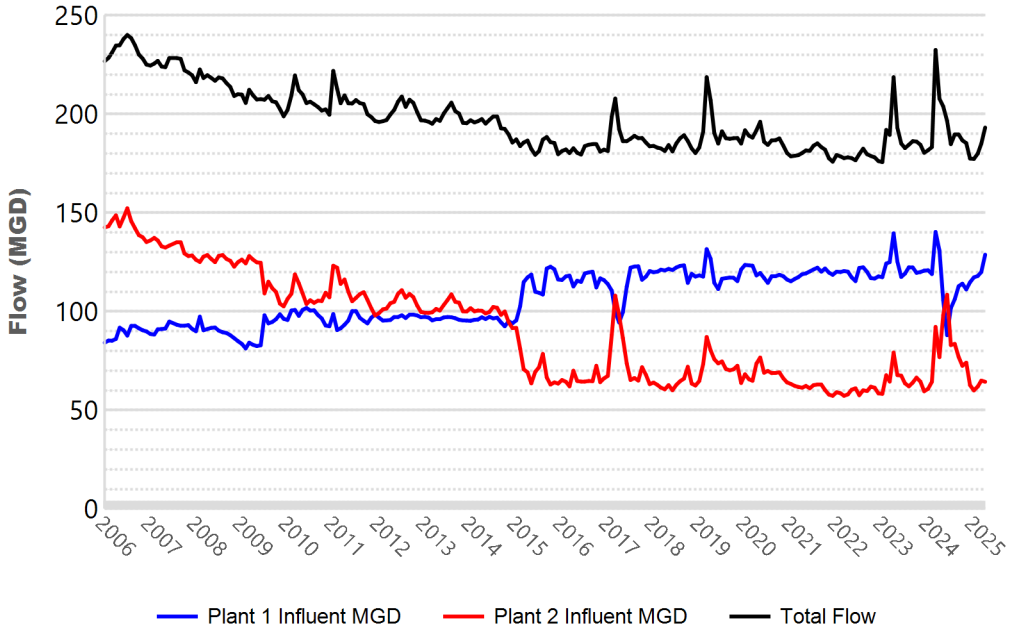
WATER RESOURCES SUMMARY
March 2025

INFLOWS & OUTFLOWS (acre-feet)	Total for Month	Year to Date - This Year	Year to Date - Last Year
BASIN SUPPLIES			
Water Purchases from MWD (excludes In Lieu)	0	13	7
SAR & Santiago Creek Flows			
(accounts for storage to/from recharge facilities)	23,210	90,602	250,370
GWRS Water to Forebay	8,829	64,838	65,932
GWRS Water to Mid-Basin Injection Wells	555	5,332	5,269
GWRS Water to Talbert Barrier	1,358	14,033	13,407
OC-44 and F. Valley Water to Talbert Barrier	0	10	11
Alamitos Barrier Water	271	2,060	1,541
Incidental Recharge (estimated)	2,500	15,600	22,900
Evaporation from Recharge Basins	(298)	(2,207)	(2,804)
River Flow Lost to Ocean	(394)	(1,966)	(113,436)
Total Groundwater Recharge	**36,031**	**188,314**	**243,197**
GROUNDWATER PRODUCTION	**21,286**	**227,519**	**205,027**
BASIN BALANCE			
Change in Groundwater Storage	14,745	(39,205)	38,170
Accumulated Overdraft	----	172,210	150,834
OCWD IN LIEU PURCHASES (MWD CYCLIC STORAGE)	**0**	**0**	**0**
OTHER KEY INFORMATION			
1. MWD Water Deliveries to Producers	2,244	38,470	44,319
2. Achieved Basin Production Percentage (Current BPP - 85%)	90.5 %	85.5 %	82.2 %
3. Total Water Demand	24,402	281,713	264,266
4. Total GWRS Production	10,744	84,241	84,647
5. Green Acres Project Water	148	2,825	2,212
6. SAR Water Quality			
- Total Dissolved Solids (TDS) of SAR below Prado Dam (ppm)	364	----	352
- Total Nitrogen of SAR below Prado Dam (ppm)	2.0	----	1.4
7. Month-End Water Storage Behind Prado Dam	6,732	----	20,225
8. Month-End Water Storage in Recharge Facilities	21,633	----	23,859
9. Water Storage Change in Recharge Facilities	3,388	3,151	2,609
10. Total Artificial Recharge	33,531	172,714	220,296
11. Monthly Mean Temperature at Santa Ana Fire Station	60 °F	----	60.2 °F
12. Rainfall at FHQ (inches)	1.83	6.3	19.52

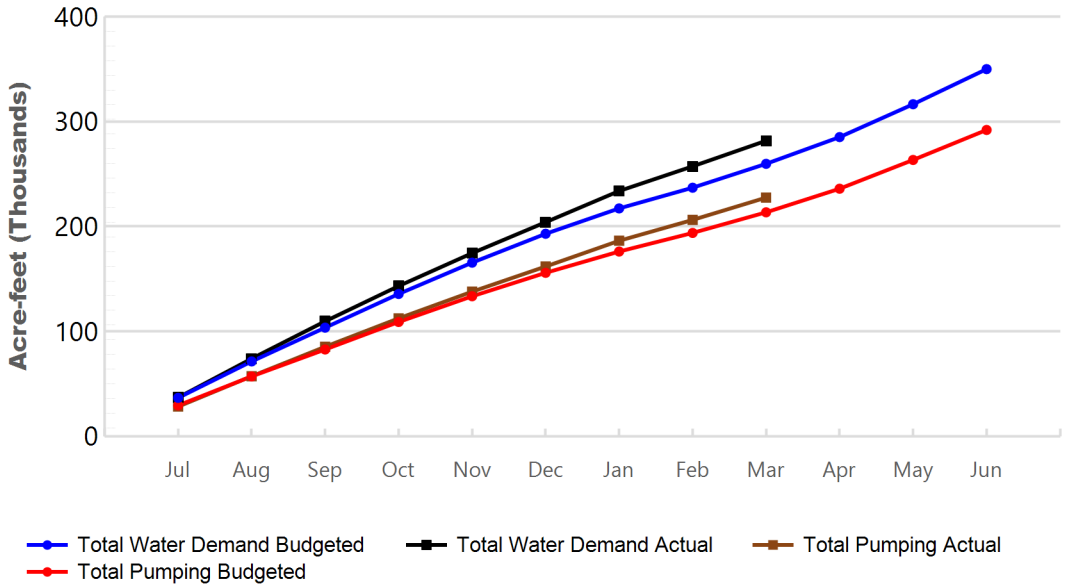
All data is preliminary and subject to change without notice

4/10/2025

Orange County Sanitation District Influent Flows Report

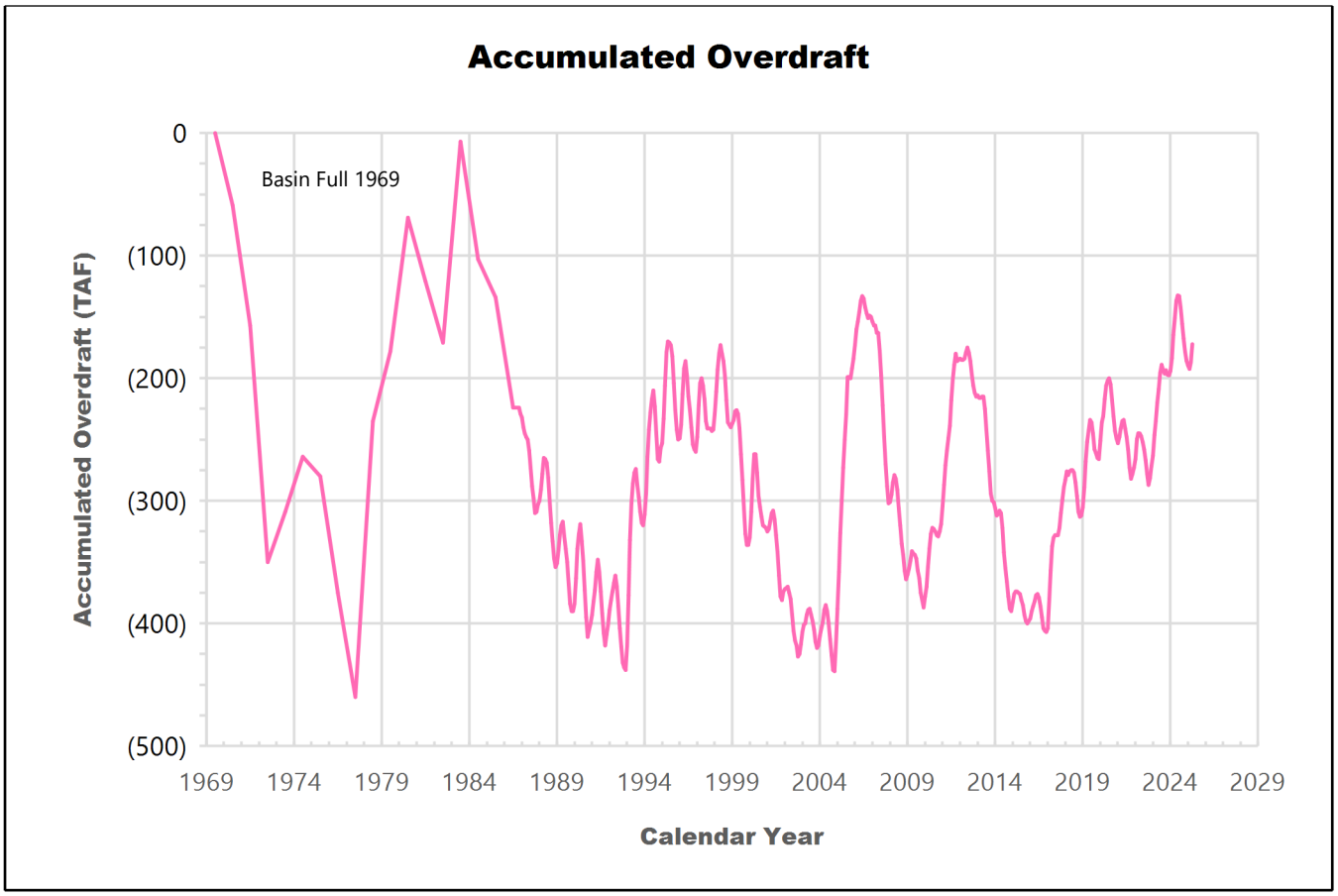


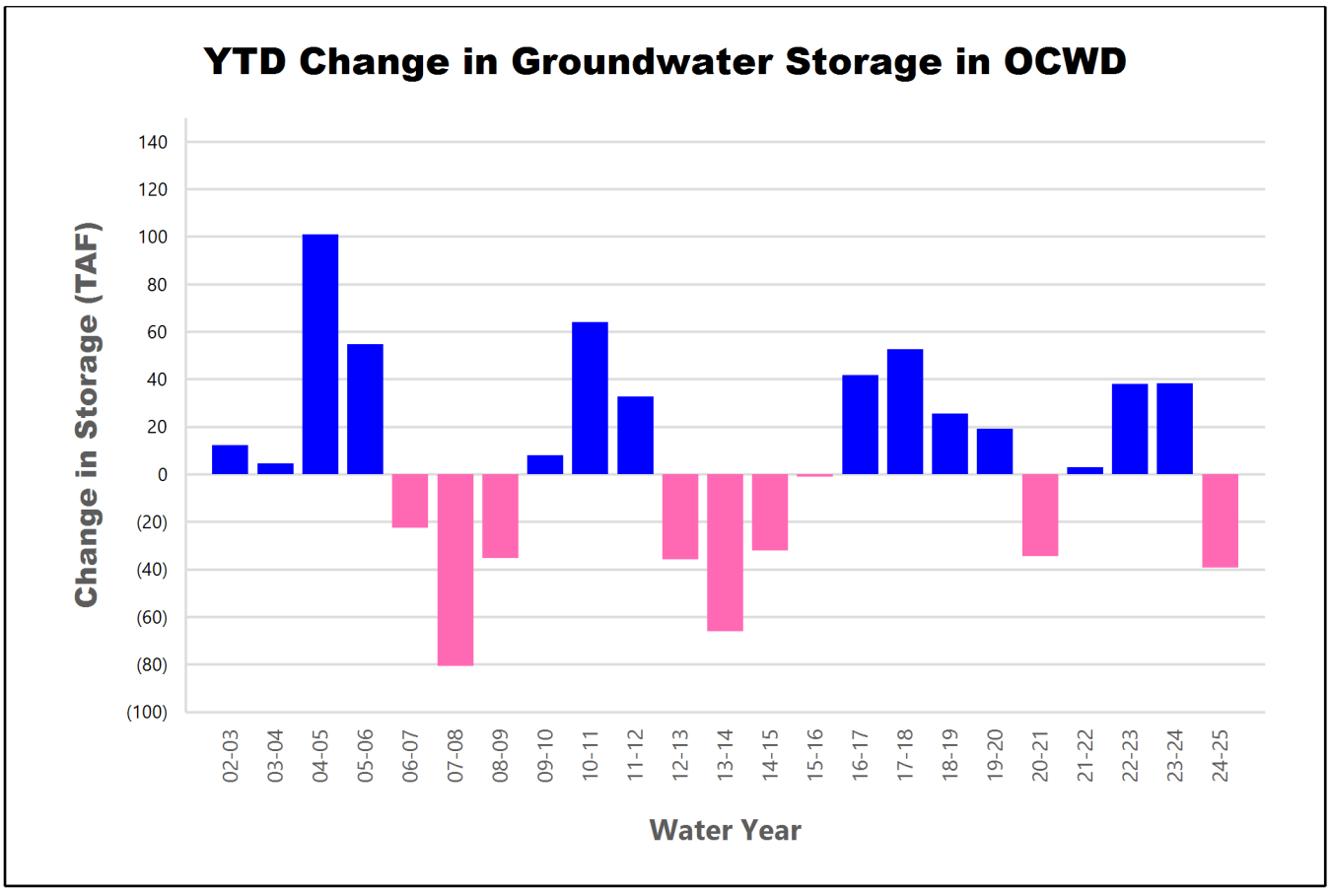
2024-25 Water Demands/Groundwater Pumping/RA Revenue Report



	Monthly		Accumulated Total for the Year			
	Budget	Actual	Budget	Actual	Difference	Percent
Total Water Demand	22,700	24,402	259,700	281,713	22,013	108.48 %
Total Pumping	19,700	21,286	213,500	227,519	14,019	106.57 %
RA Revenue	$13,553,600	$14,644,768	$146,888,000	$156,533,072	$9,645,072	106.57 %

All data is preliminary and subject to change without notice



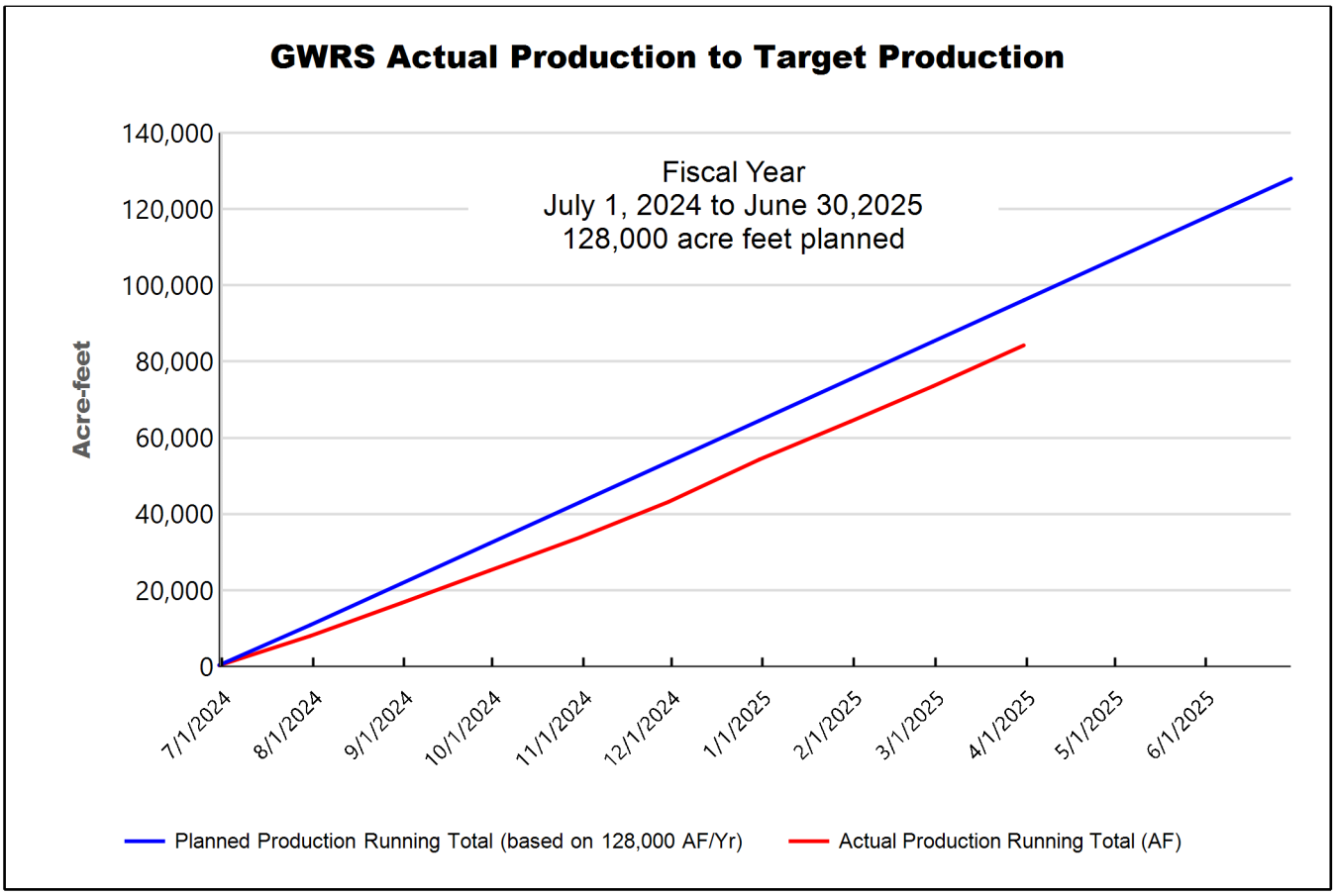


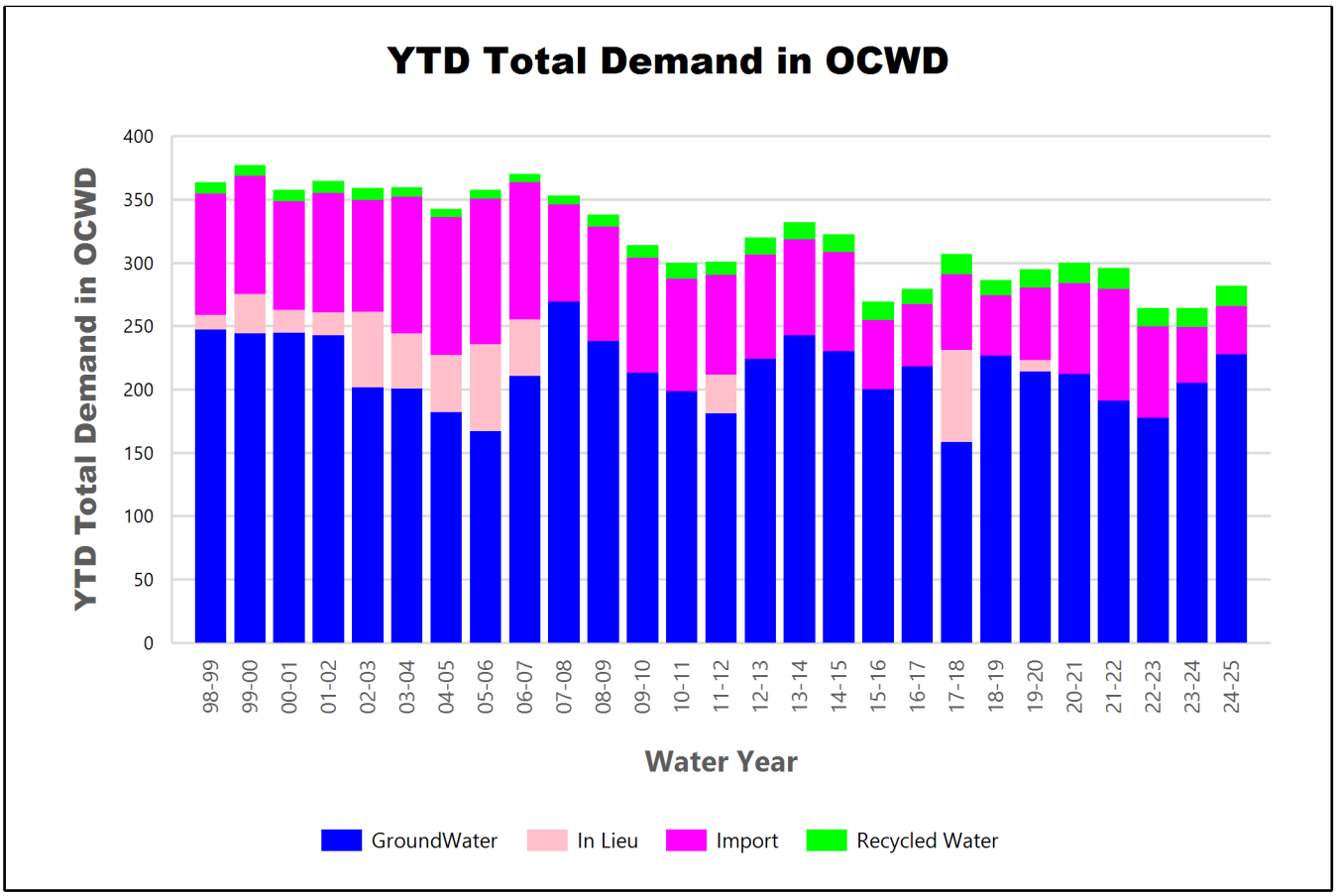
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PRODUCERS WATER USAGE SUMMARY
March 2025

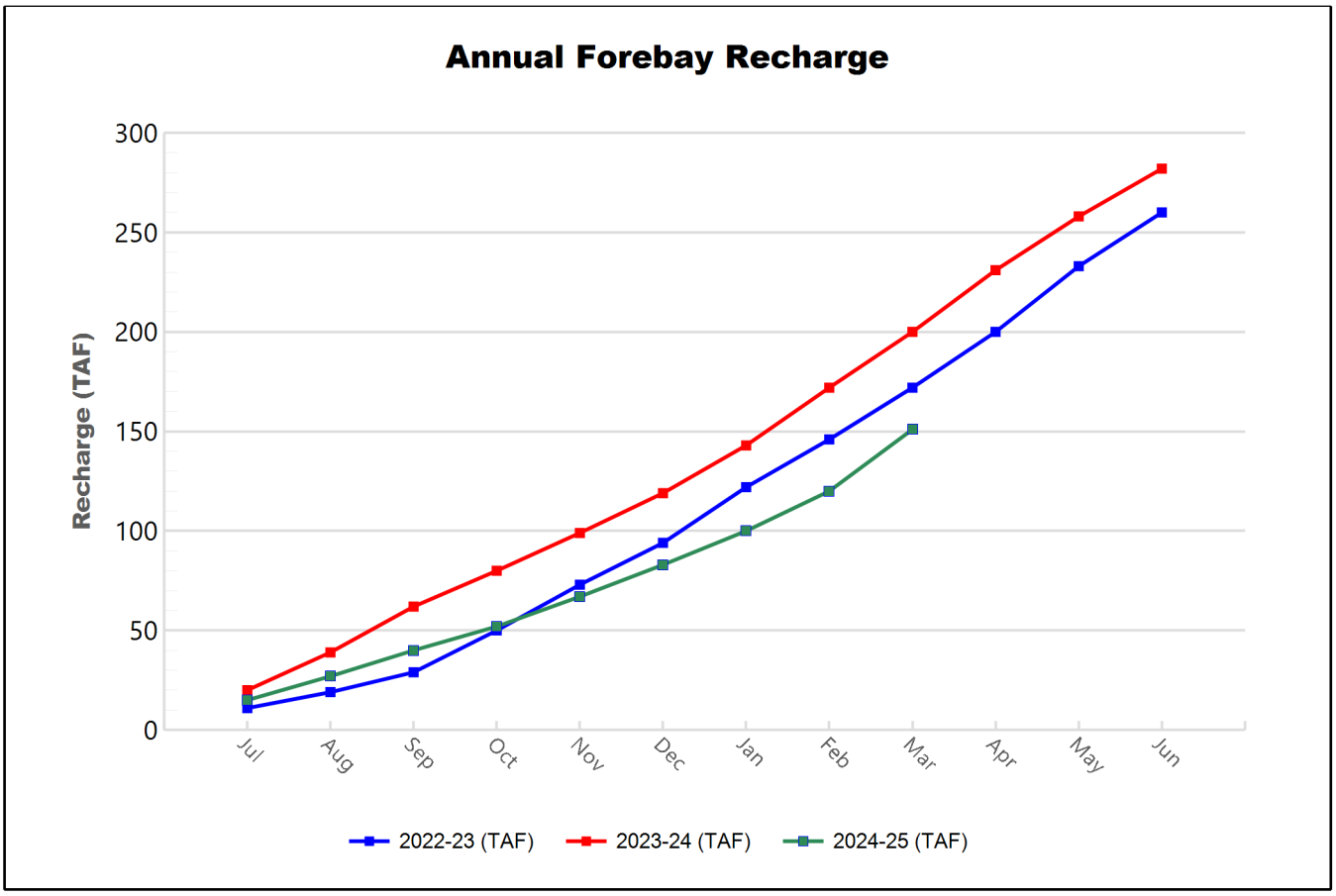
(units are acre-feet, unless percentage)

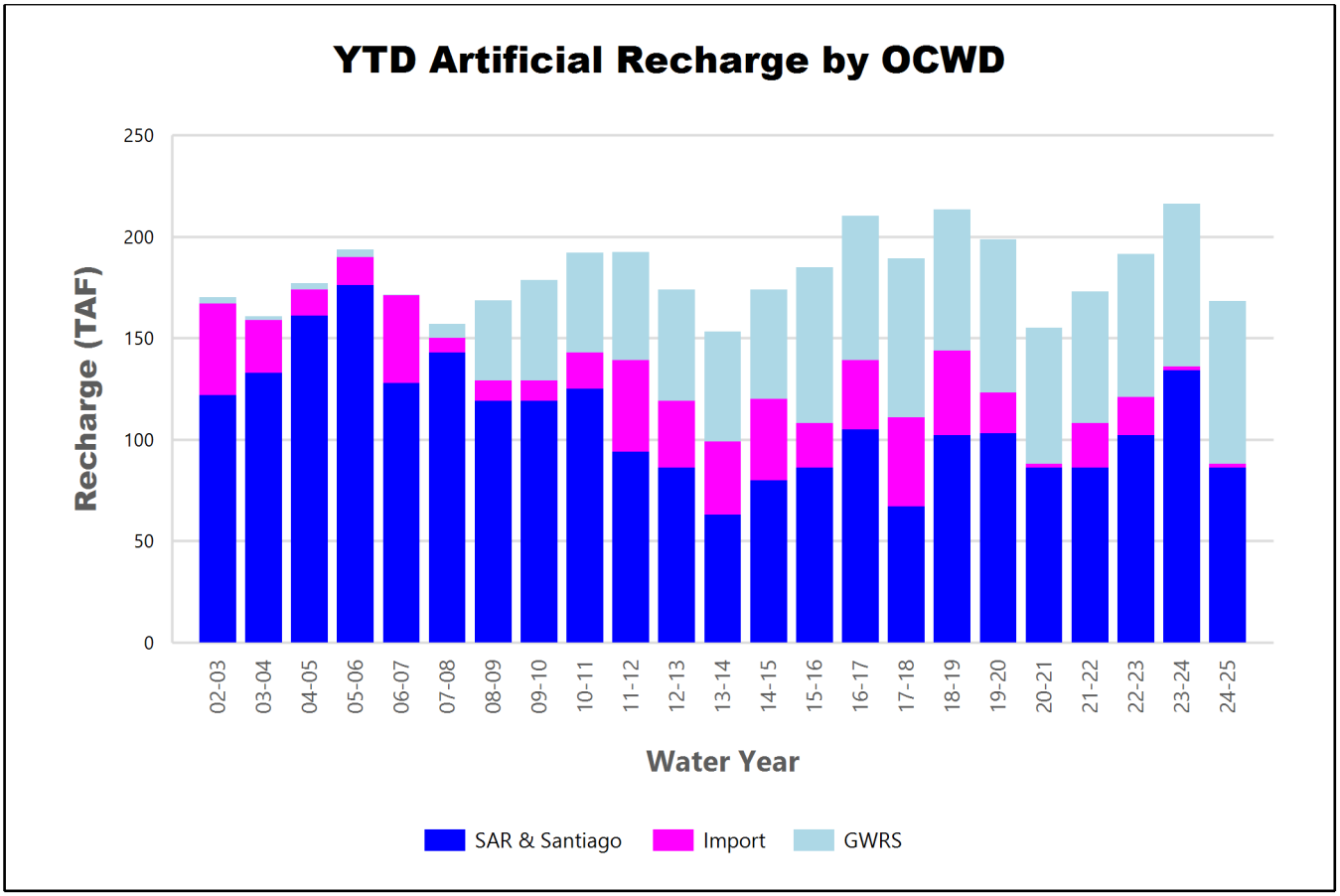
WATER AGENCY	Ground water	In Lieu	Reclaimed Water	Total Import	Total Demand	2024-25 YTD Demand	2023-24 YTD Demand	YTD % Diff Demand	Mar 2025 BPP	2024-25 YTD BPP	2023-24 YTD BPP
Anaheim	3,135	0	0	407	3,542	42,039	39,138	107 %	88.5 %	82.1 %	56.2 %
Buena Park	832	0	0	16	848	9,449	8,755	108 %	98.1 %	89.1 %	92.6 %
East Orange County	173	0	0	0	173	1,412	560	252 %	100 %	100 %	0.9 %
Fountain Valley	575	0	44	(11)	608	7,344	6,655	110 %	102 %	100 %	100 %
Fullerton	1,077	0	0	318	1,395	16,308	15,115	108 %	77.2 %	68.2 %	76.9 %
Garden Grove	1,407	0	0	0	1,407	15,870	15,400	103 %	100 %	95.1 %	100 %
Golden State	1,075	0	0	408	1,483	16,694	15,290	109 %	72.5 %	66.3 %	63.7 %
West OC System	701	-	-	228	929	9,984	9,449	106 %	na	na	na
East OC System	374	-	-	180	554	6,710	5,841	115 %	na	na	na
Huntington Beach	1,580	0	0	137	1,716	18,523	17,518	106 %	92 %	88.1 %	86.1 %
Irvine Ranch	2,626	0	779	49	3,455	44,890	45,531	99 %	98.2 %	98.8 %	99.8 %
DRWF Clear	1,451	-	-	-	1,451	18,933	20,422	93 %	na	na	na
DRWF Color	720	-	-	-	720	6,303	5,952	106 %	na	na	na
Laguna Beach	0	0	0	217	217	2,387	2,215	108 %	0 %	0 %	0 %
La Palma	113	0	0	0	113	1,226	1,200	102 %	100 %	100 %	99.9 %
Mesa Water (MW)	1,125	0	28	1	1,153	12,242	11,550	106 %	100 %	100 %	100 %
MW Clear	1,099	-	-	-	1,099	10,296	9,637	107 %	na	na	na
MW Amber	26	-	-	-	26	1,355	1,423	95 %	na	na	na
Newport Beach	839	0	14	41	894	10,197	9,210	111 %	95.3 %	86.5 %	77.9 %
Orange	1,509	0	0	112	1,621	18,758	17,141	109 %	93.1 %	82.5 %	87.8 %
OCWD (GAP)	101	0	0	0	101	1,113	1,234	90 %	100 %	100 %	100 %
Santa Ana	2,065	0	7	307	2,378	24,545	23,039	107 %	87.1 %	87.4 %	85 %
Seal Beach	278	0	0	1	278	2,897	2,186	133 %	99.7 %	86.9 %	99.7 %
Serrano	31	0	0	118	149	1,940	1,692	115 %	20.8 %	56.2 %	42.1 %
Tustin	453	0	0	79	532	6,856	7,213	95 %	85.2 %	65.6 %	72.3 %
Westminster	766	0	0	0	766	7,793	7,320	106 %	100 %	100 %	100 %
Yorba Linda	1,052	0	0	43	1,096	14,127	12,482	113 %	96 %	85.7 %	86.8 %
SUBTOTAL	**20,813**	**0**	**872**	**2,241**	**23,926**	**276,611**	**260,445**	**106 %**	**90.3 %**	**85.3 %**	**82 %**
Other Producers (Est ~2% of Subtotal)	473	0	0	3	476	5,102	3,821	134 %			
TOTAL	**21,286**	**0**	**872**	**2,244**	**24,402**	**281,713**	**264,266**	**107 %**	**90.5 %**	**85.5 %**	**82.2 %**
OCWD (Talbert Barrier)	0		1,358	0	1,358	14,033	13,407				
OCSD (GAP)	na		55	na	55	741	720				





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RECHARGE AREAS REPORT
March 2025

	Percolation (AF)	Remarks
RIVER SYSTEM	5,096	83 cfs per day average perc
DESILTING SYSTEM	na	SAR
OFF-RIVER SYSTEM	1,163	SAR
WARNER SYSTEM	515	SAR
OLIVE BASIN	na	Passive System
ANAHEIM LAKE	3,918	SAR
MINI-ANA LAKE	301	SAR
MILLER BASIN	1,634	GWRS
KRAEMER BASIN	3,726	SAR
LA PALMA BASIN	5,745	GWRS
MIRALOMA BASIN	1,523	GWRS
LA JOLLA BASIN	139	SAR
PLACENTIA BASIN	0	
RAYMOND BASIN	525	SAR
FIVE COVES BASIN	na	SAR
BURRIS BASIN	1,448	SAR
RIVER VIEW BASIN	122	SAR, Burris Pumping, Local Runoff
FLETCHER BASIN	87	SAR, Burris Pumping, Local Runoff
SANTIAGO BASINS	4,994	SAR, Burris Pumping, Local Runoff
SANTIAGO CREEK	411	SAR, Burris Pumping, Local Runoff
TOTALS	**31,347**	
5-YR AVERAGE	**24,804**	

FLOWS TO RECHARGE AREAS (AF)		
Imperial Headgates (estimated)		25,766
GWRS		8,829
OC-28 (MWD)		0
OC-28a (MWD)		0
OC-59		0
Est'd local Forebay inflow below Imperial		445
Est'd local Santiago inflow (estimated)		232
Irvine lake releases (OC-13 MWD)		0
Villa Park Dam releases (estimated)		0
Precip at Warner Basin (inches)	1.83	
Precip direct to open water surfaces		155
TOTAL INFLOW		35,427

LOSSES FROM RECHARGE AREAS (AF)		
Est'd SAR flow past Chapman Ave.		336
Est'd Santiago Cr. flow to SAR		58
Est'd flows past Raymond Basin		0
Calc'd evap (inches) Estimated	3.68	
Est'd evaporative losses		298
TOTAL LOSSES		**692**

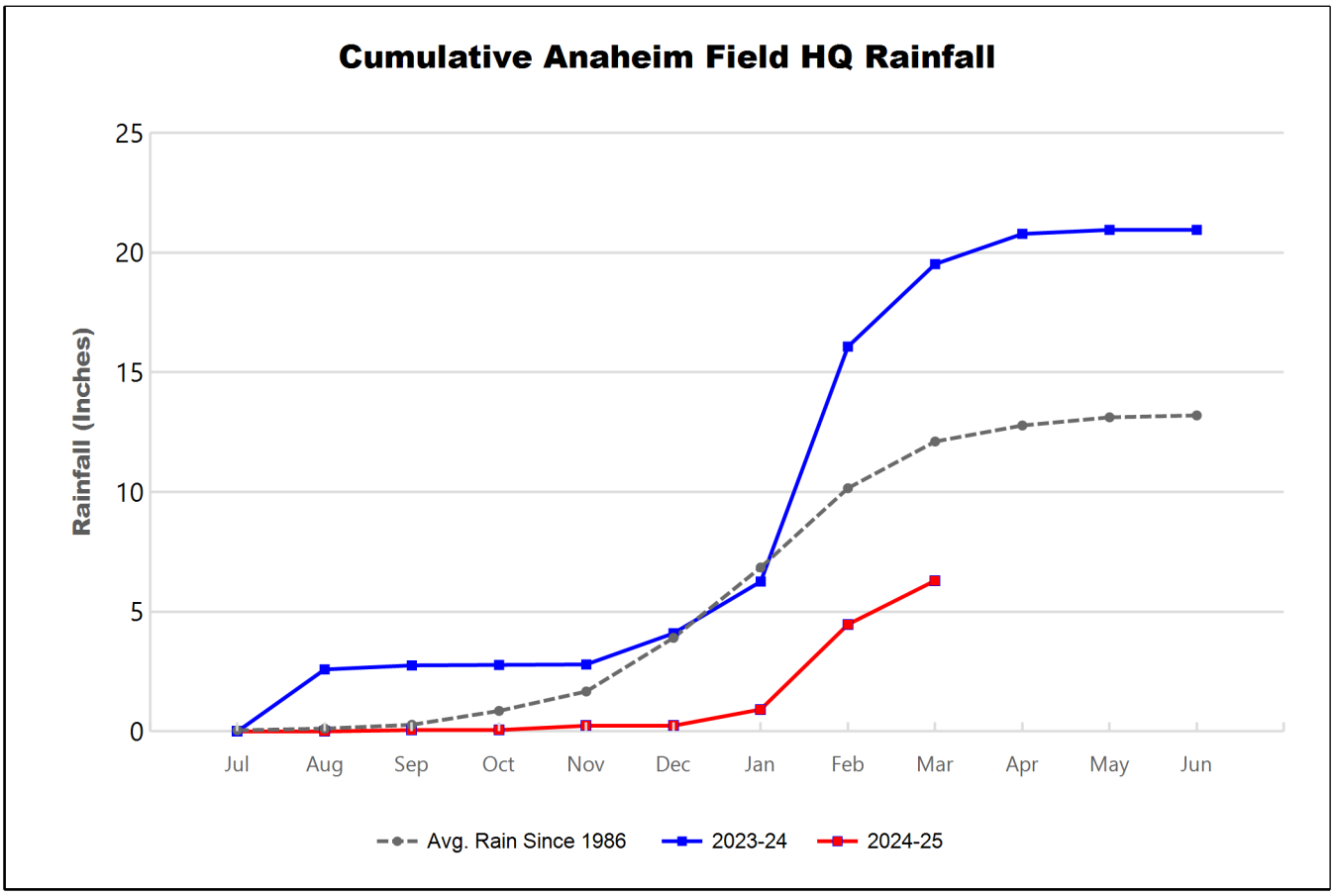
STORAGE CHANGES (AF)			
Facility	*Begin*	*End*	*Net*
Deep basins	9,164	10,197	1,033
Santiago Pits	9,080	11,436	2,356
River			
Off-river			
Irvine Lake			
TOTAL	18,244	21,633	3,388

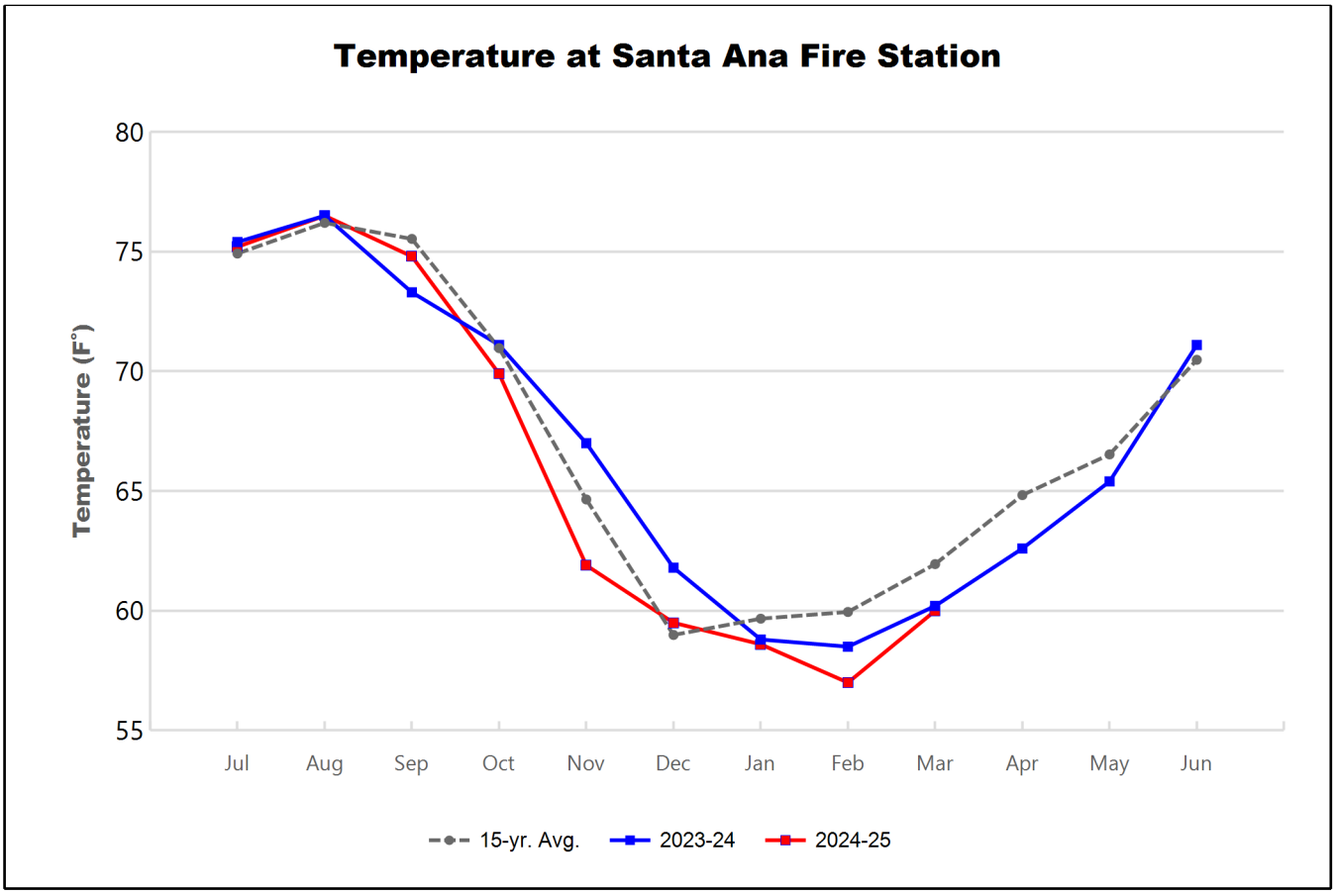
SUMMARY (AF)	
TOTAL INFLOW	35,427
TOTAL LOSSES	692
STORAGE CHANGE	3,388
CALC'D PERCOLATION	31,347

DEEP BASINS MONTHLY STATUS
March 2025

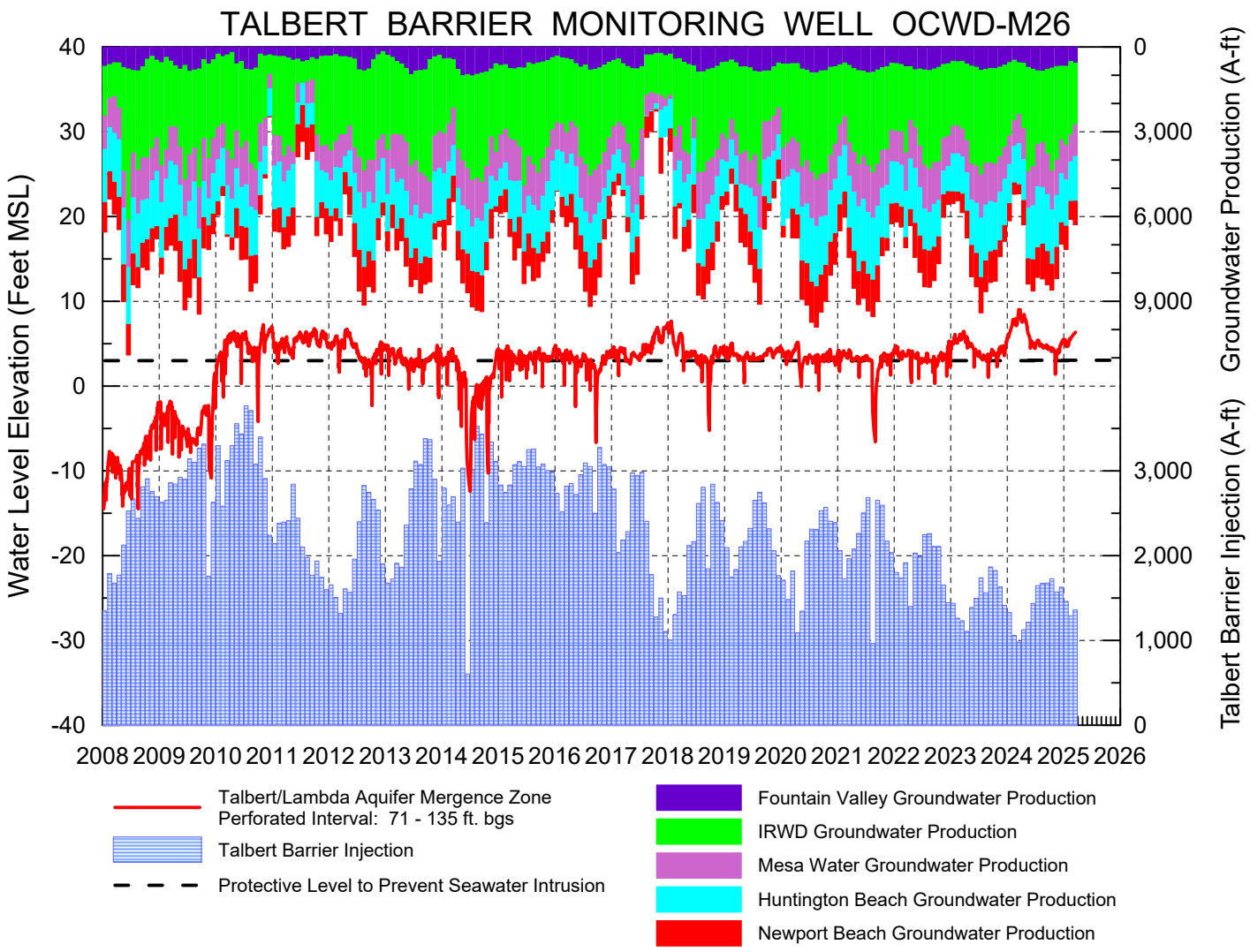
(values in acre-feet)

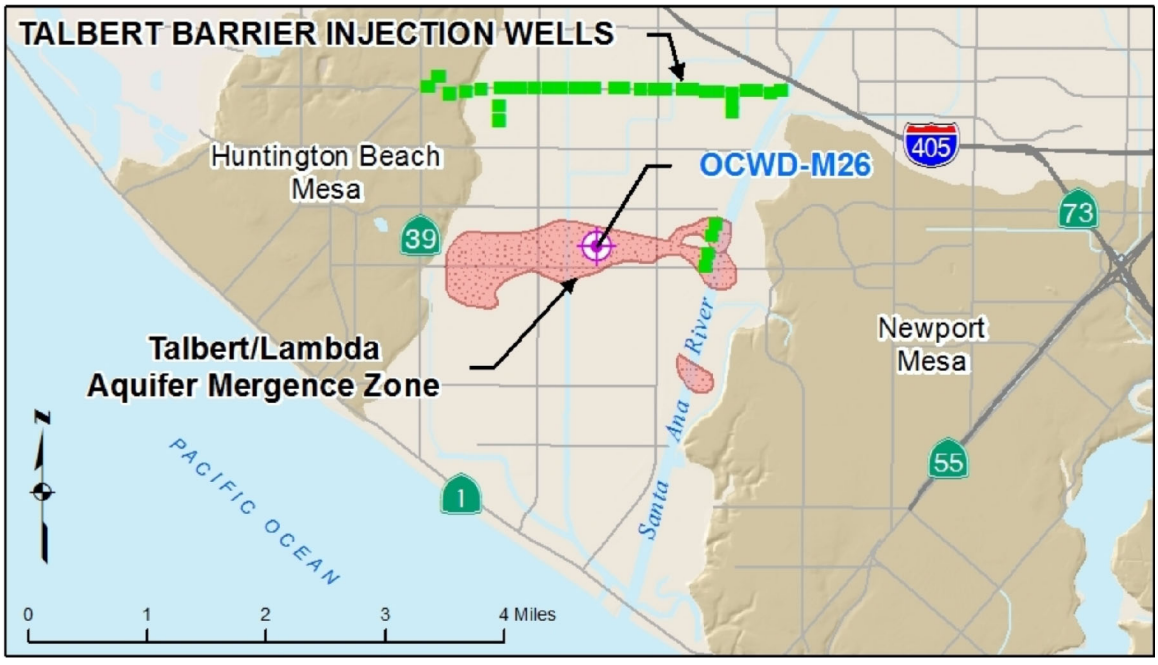
Facility	*Storage Start*	*Storage End*	*Maximum Storage*	*Total Perc*	*Max Perc*	*Avg Perc*	*Avg W.S. Elev*
Desilting Ponds	240	240	252	na	na	na	na
Fos-Huckleberry	578	581	628	na	na	na	na
Conrock Basin	615	608	661	na	na	na	na
Warner Basins	2,860	2,885	2,900	515	na	na	239
Olive Pit	46	38	95	na	na	na	211
Anaheim Lake	1,641	1,697	2,300	3,918	174	129	217
Mini-Anaheim Lk	7	12	10	301	15	10	226
Miller Basin	231	123	350	1,634	106	53	207
Kraemer Basin	112	1,059	1,055	3,726	184	123	199
La Palma Basin	21	94	101	5,745	202	185	216
Miraloma Basin	43	8	53	1,523	60	49	219
La Jolla Basin	20	8	20	139	24	5	201
Placentia Basin	0	0	260	0	0	0	155
Raymond Basin	199	104	260	525	35	17	153
Five Coves Basins	285	290	329	na	na	na	na
Burris Pit	2,246	2,438	2,500	1,448	67	48	168
River View Basin	6	1	8	122	16	4	187
Fletcher Basin	14	10	15	87	6	3	189
Santiago (Bond)	6,038	7,293	8,312	4,994	245	165	273
Santiago (Blu Dia)	3,043	4,143	5,259	-	-	-	-
Totals	18,244	21,633	25,367	24,676			
Prado Dam	7,969	6,732	20,000				





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TALBERT BARRIER MONITORING WELL OCWD-M26
Water Level Elevation (Feet MSL)
Groundwater Production (A-ft)
Talbert Barrier Injection (A-ft)
40
30
20
10
0
-10
-20
-30
-40
0
3,000
6,000
9,000
3,000
2,000
1,000
0
2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026
Talbert/Lambda Aquifer Mergence Zone
Perforated Interval: 71 - 135 ft. bgs
Talbert Barrier Injection
Protective Level to Prevent Seawater Intrusion
Fountain Valley Groundwater Production
IRWD Groundwater Production
Mesa Water Groundwater Production
Huntington Beach Groundwater Production
Newport Beach Groundwater Production


TALBERT BARRIER INJECTION WELLS
Huntington Beach
Mesa
OCWD-M26
405
73
39
Talbert/Lambda
Aquifer Mergence Zone
Santa Ana River
Newport
Mesa
55
1
PACIFIC OCEAN
N
0
1
2
3
4 Miles

ACTION AGENDA
PROPERTY MANAGEMENT COMMITTEE MEETING
Friday, March 28, 2025, 12:00 p.m. Conference Room C-2

ROLL CALL Steve Sheldon (arrived 12:09 p.m.) Natalie Meeks Fred Jung Roger Yoh Cathy Green Alternates Dina Nguyen (absent) Valerie Amezcua (absent) Van Tran Erik Weigand (absent) Denis Bilodeau	Quorum of Board: Yes Quorum of Cte: Yes
CONSENT CALENDAR (ITEM NO. 1)	
1. MINUTES OF PROPERTY MANAGEMENT COMMITTEE MEETING HELD FEBRUARY 28, 2025 RECOMMENDATION: Approve minutes as presented	Approved
MATTER FOR CONSIDERATION	
2. RESOLUTION DECLARING LEASE AREA AS EXEMPT SURPLUS LAND AND APPROVAL OF LEASE TO YORBA LINDA WATER DISTRICT (YLWD) FOR PROPOSED WATER WELL 23 AT WARNER BASIN RECOMMENDATION: Agendize for April 16 Board meeting: 1) Adopt "RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY WATER DISTRICT DECLARING CERTAIN PROPERTY AS "EXEMPT SURPLUS LAND"" declaring a portion of Warner Basin property subject to the proposed Yorba Linda Water District lease for Well 23 as "exempt surplus land" and authorizing the General Manager and General Counsel to file Resolution with the Department of Housing and Community Development (HCD); and 2) Approve and authorize the General Manager to execute lease with the Yorba Linda Water District to construct a groundwater production well and appurtenant pipeline and drain pipe at Warner Basin, including construction and maintenance area, for a term of 50 years with 5-year termination notice; with rent to consist of a 6-inch water service connection and submeter for water, at no cost to the District, to fill District and its contractor's water trucks and for irrigation uses. Provide that execution of the lease will only occur following completion of the SLA process, including HCD review of the resolution indicated above	Approved
INFORMATIONAL ITEMS	
3. ORANGE COUNTY TRANSIT AUTHORITY (OCTA) REQUEST FOR TEMPORARY CONSTRUCTION EASEMENTS FOR STATE ROUTE 91 (SR 91) IMPROVEMENTS	Informational
4. STATUS UPDATE REGARDING THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY	Informational
5. STATUS UPDATE ON PLANNING OF IN-PLACE REMEDIATION FOR THE PRADO LEAD REMEDIATION PROJECT	Informational
CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE MARCH 19 BOARD MEETING	Consent: Item No.2
ADJOURNMENT	**12:25 p.m.**

ACTION AGENDA
COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING
April 3, 2025 12:00 p.m.- Conference Room C-2

ROLL CALL — Quorum of Cte: Yes; Quorum of Board: Yes

Van Tran (absent)
Roger Yoh
Steve Sheldon (absent)
Valerie Amezcua
Erik Weigand

Alternates
Cathy Green
Fred Jung
Dina Nguyen (absent)
Natalie Meeks (absent)
Denis Bilodeau

CONSENT CALENDAR (ITEMS NO. 1)

1. MINUTES OF COMMUNICATIONS AND LEGISLATIVE LIAISON COMMITTEE MEETING HELD February 6, 2025 — Approved

   RECOMMENDATION: Approve minutes as presented

MATTERS FOR CONSIDERATION

2. STATE LEGISLATIVE UPDATE — Approved

   RECOMMENDATION: Agendize for April 16 Board meeting: Take the following position:

Bill Number/Author	Short Title	Recommendation
SB 496 Hurtado (D-Bakersfield)	Advanced Clean Fleets Regulation: appeals advisory committee: exemptions	Support
SB 601 Allen (D-Santa Monica)	Water: Waste Discharge	Oppose
SB 599 Anna Caballero (D-Merced)	Atmospheric rivers research: forecasting methods: experimental tools	Support
AB 810 Jacqui Irwin (D-Thousand Oaks)	Local government: internet websites and email addresses	Oppose

3. FEDERAL LEGISLATIVE UPDATE — Approved

   RECOMMENDATION: Agendize for April 16 Board meeting: Take action as appropriate

Bill Number/Authors	Short Title	Recommended Position
H.R. 2093 (Ken Calvert, R-D-41)	Extends Permitting Terms	Support

4. FIRST RESPONDER TRAINING AND TOUR — Approved

   RECOMMENDATION: Agendize for April 16 Board meeting: Take action as appropriate

INFORMATIONAL ITEMS	
5. CHILDREN'S WATER EDUCATION FESTIVAL UPDATE	Informational
6. PUBLIC AFFAIRS OUTREACH REPORT (MARCH)	Informational
CHAIR DIRECTION AS TO WHICH ITEMS IF ANY TO BE AGENDIZED AS A MATTER FOR CONSIDERATION AT THE APRIL 16 BOARD MEETING	Items #2 – 4 on consent calendar
ADJOURNMENT	**1:03 p.m.**

ACTION AGENDA
WATER ISSUES COMMITTEE MEETING
Wednesday, April 9, 2025 12:00 p.m., Boardroom

ROLL CALL Cathy Green Erik Weigand Roger Yoh arrived @ 12:16 p.m. Van Tran arrived @ 12:07 p.m. Dina Nguyen (absent) <u>Alternates</u> Valerie Amezcua Fred Jung arrived @ 12:05 p.m. Natalie Meeks Steve Sheldon Denis Bilodeau	Quorum of Cte: **Yes** Quorum of Board: **Yes**
CONSENT CALENDAR (ITEMS NO. 1 – 6)	
1. MINUTES OF WATER ISSUES COMMITTEE MEETING HELD MARCH 12, 2025 RECOMMENDATION: Approve minutes as presented	Approved
2. REJECT BID PROTEST AND AWARD CONTRACT SB-2025-1 BOND BASIN SLOPE REPAIR TO INNOVATIVE CONSTRUCTION SOLUTIONS AUTHORIZE AMENDMENT NO. 2 TO ENGEO AND ESTABLISH PROJECT BUDGET RECOMMENDATION: Agendize for April 16 Board Meeting: 1) Receive and file Affidavit of Publication of Notice Inviting Bids for Contract SB-2025-1 Bond Basin Slope Repair Project; 2) Ratify issuance of Addenda 1-2; 3) Reject the bid protest of Empire Equipment Service, Inc, (Empire) and accept bid and authorize award of contract SB-2025-1 to the lowest responsive bid and responsible bidder, Innovative Construction Solutions, in the amount of $3,199,190.00; 4) Authorize Amendment No. 2 to Agreement No. 1555 with ENGEO a not-to-exceed amount of $59,800.00 for engineering construction support services; and 5) Establish project budget in the amount of $3,778,290	Approved
3. TERMINATE THE INACTIVE CONJUNCTIVE USE PROGRAM STORAGE AGREEMENT WITH METROPOLITAN WATER DISTRICT RECOMMENDATION: Agendize for April 16 Board meeting: Terminate the Conjunctive Use Program Storage Agreement with the Metropolitan Water District	Approved
4. EXECUTION OF ACCESS AGREEMENTS FOR EXISTING MONITORING WELL SITES SCS-3, -4, -8 AND OM-8 ON COUNTY OF ORANGE PROPERTY RECOMMENDATION: Agendize for April 16 Board meeting: Authorize the General Manager to finalize and execute a no-cost 10-year term license agreement with the Orange County Flood Control District for continued access to existing monitoring wells SCS-3, SCS-4, and SCS-8 and a no-cost 10-year term entry permit agreement with the County of Orange for continued access to existing monitoring well site OM-8	Approved

5. FIELD HEADQUARTERS ABOVEGROUND GASOLINE STORAGE TANK PROJECT BUDGET INCREASE RECOMMENDATION: Agendize for April 16 Board meeting: Increase project budget by $35,000 for a total project budget of $155,000	Approved
6. REQUEST FOR QUALIFICATION ON-CALL ENVIRONMENTAL SERVICES RECOMMENDATION: Agendize for April 16 Board meeting: Authorize issuance of a Request for Qualifications for On-Call Environmental Consultants	Approved
END OF CONSENT CALENDAR	
MATTERS FOR CONSIDERATION	
7. AMENDMENT TO AGREEMENT WITH CITY OF SANTA ANA AND MOULTON NIGUEL WATER DISTRICT RECOMMENDATION: Agendize for April 16 Board meeting: Authorize execution of Amendment to Agreement with the city of Santa Ana and the Moulton Niguel Water District	Approved
8. REQUEST FOR PROPOSALS FOR STORMWATER CREDIT BANKING FEASIBILITY STUDY RECOMMENDATION: Agendize for April 16 Board meeting: Authorize issuance of a Request for Proposals for a feasibility study on stormwater credit banking, with a budget not to exceed $150,000	**Deferred to a future committee meeting**
INFORMATIONAL ITEM	
9. PROPOSED FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET	Informational
CHAIR DIRECTION AS TO ITEMS IF ANY TO BE AGENDIZED AS MATTERS FOR CONSIDERATION AT THE APRIL 16 BOARD MEETING	**Items #2 – 7 on consent**
ADJOURNMENT	**1:30 p.m.**

ACTION AGENDA
ADMINISTRATION/FINANCE ISSUES COMMITTEE MEETING
Thursday, April 10, 2025, 12:00 p.m.

ROLL CALL Roger Yoh Valerie Amezcua Dina Nguyen (absent) Fred Jung Cathy Green <u>Alternates</u> Erik Weigand Van Tran Natalie Meeks (absent) Steve Sheldon Denis Bilodeau (absent)	Quorum of Cte: **Yes** Quorum of Board: **Yes**
CONSENT CALENDAR (ITEMS NO. 1 – 7)	
1. MINUTES OF ADMINISTRATION/FINANCE ISSUES COMMITTEE MEETING HELD MARCH 13, 2025 RECOMMENDATION: Approve minutes as presented	Approved
2. MONTHLY CASH CONTROL REPORTS RECOMMENDATION: Agendize for April 16 Board meeting: Receive and file Summary Cash and Cash Equivalents Control Reports dated March 31, 2025	Approved
3. INVESTMENT PORTFOLIO HOLDINGS REPORT RECOMMENDATION: Agendize for April 16 Board meeting: Receive and file the Investment Portfolio Holdings Reports dated March 31, 2025	Approved
4. ADDITIONAL FUNDS FOR WATER PRODUCTION R&R FUND R21012 RECOMMENDATION: Agendize for April 16 Board meeting: Authorize issuance of additional funds in the amount of $60,532 to the Water Production Refurbishment and Replacement account R21012	Approved
5. SELECTION OF INDEPENDENT AUDIT FIRM RECOMMENDATION: Agendize for April 16 Board meeting: Authorize execution by the General Manager of engagement letter with Davis Farr LLP for a three year period to perform the annual independent audit and the Single Audit of Federal Grants (if required) for the fiscal year ending June 30, 2025, through June 30, 2027; and the Money Purchase Plan audit and 457 plan audit for the calendar year December 31, 2025 through December 31, 2027 for a total amount not to exceed $54,840 each year	Approved
6. ADDITIONAL FUNDS FOR OPERATING COSTS OF THE WETLAND OPERATIONS FACILITIES RECOMMENDATION: Agendize for April 16 Board meeting: Authorize issuance of additional funds in the amount of $45,500 to the Wetland Operations general fund account line item 1062.57016	Approved
7. SURPLUS OF LAB FILE CABINETS AND FIELD HEADQUARTER HEAVY-DUTY EQUIPMENT RECOMMENDATION: Agendize for April 16 Board meeting: Declare items on Surplus List as of April 1, 2025, surplus and authorize the sale and disposal thereof	Approved
INFORMATIONAL ITEMS	

8. PROPOSED FY 2025-26 GENERAL FUND BUDGET	Informational
9. MONTHLY CASH DISBURSEMENTS REPORT	Informational
CHAIR DIRECTION AS TO WHICH ITEMS IF ANY TO BE AGENDIZED AS MATTERS FOR CONSIDERATION AT APRIL 16 BOARD MEETING	Consent for Items #2-7
ADJOURNMENT	**12:21 p.m.**