

AGENDA
PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
18700 Ward Street, Fountain Valley CA 92708
Friday, March 22, 2024, 12:00 p.m. Conference Room C-2

*The OCWD Property Management Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act and it provides an opportunity for all Directors to hear presentations and participate in discussions. Directors receive no additional compensation or stipend as a result of simultaneously convening this meeting. Items recommended for approval at this meeting will be placed on **April 3, 2024**, Board meeting Agenda for approval.

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: You can join the Zoom meeting by clicking on the following link:
<https://ocwd.zoom.us/j/81364630427>

Meeting ID: 813 6463 0427

Telephone Audio: (213) 338 8477

Teleconference Sites:
10382 Bonnie Drive, Garden Grove
19 Cannery, Buena Park
20 Civic Center, Room 813, Santa Ana
6148 E Baja Drive, Anaheim

* Members of the public may attend and participate at all locations.

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.

CONSENT CALENDAR (ITEMS NO. 1-2)

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.

1. MINUTES OF PROPERTY MANAGEMENT COMMITTEE MEETING HELD FEBRUARY 23, 2024

RECOMMENDATION: Approve minutes as presented

2. PROPOSED AGREEMENT WITH CITY OF VILLA PARK TO REPAIR STORM DRAIN AT BLUE DIAMOND BASIN AND ESTABLISH FUTURE MAINTENANCE RESPONSIBILITY

RECOMMENDATION: Agendize for April 3 Board meeting: Authorize the General Manager to finalize negotiations and execute the Repair and Maintenance Agreement with the City of Villa Park for Drainage Facilities and Slope Repairs on District Property; and to negotiate and execute a Drainage Easement, subject to General Counsel approval

MATTER FOR CONSIDERATION

3. STATUS UPDATE ON THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) DECERTIFICATION OF PROPERTY AT BURRIS BASIN

RECOMMENDATION: Agendize for April 3 Board meeting: Direct staff as appropriate

INFORMATIONAL ITEMS

4. STATUS UPDATE ON THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY
5. STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT
6. STATUS UPDATE ON PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE APRIL 3 BOARD MEETING

DIRECTORS' COMMENTS/REPORTS

GENERAL MANAGER'S COMMENTS/REPORTS

ADJOURNMENT

PROPERTY MANAGEMENT COMMITTEE

Committee Members

Steve Sheldon - Chair
Natalie Meeks - Vice Chair
Denis Bilodeau
Bruce Whitaker
Roger Yoh

Alternates

Valerie Amezcua - Alternate 1
Dina Nguyen - Alternate 2
Van Tran - Alternate 3
Erik Weigand - Alternate 4
Cathy Green - Alternate 5

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted at the guard shack entrance and in the main lobby of the Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website 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 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

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, by email at cfuller@ocwd.com, by fax at (714) 378-3373. Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda, and 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 am to 5:00 pm, 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.

MINUTES OF THE PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS
ORANGE COUNTY WATER DISTRICT
February 23, 2024 @ 12:00 p.m.

Director Meeks called the Property Management Committee meeting to order in Conference Room C-2. Members of the public also participated via Zoom. The Secretary called the roll and reported a quorum as follows:

Committee

Steve Sheldon (absent)
Natalie Meeks
Denis Bilodeau (absent)
Bruce Whitaker (absent)
Roger Yoh

OCWD Staff

John Kennedy, General Manager
Bruce Dosier, Director of IS/Property Management
Jeremy Jungreis, General Counsel
Daniel Park, Property Manager
Chris Olsen, Director of Engineering
Leticia Villarreal, Assistant District Secretary

Alternates

Valerie Amezcua (absent)
Dina Nguyen (absent)
Van Tran (absent)
Erik Weigand (absent)
Cathy Green

CONSENT CALENDAR

The Consent Calendar was approved upon motion by Director Green, seconded by Director Yoh, and carried [3-0] as follows:

Ayes: Meeks, Yoh, Green

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held January 26, 2024 were approved as presented.

MATTERS FOR CONSIDERATION

2. Amendment to Lease with V. Montoya Enterprises, Inc. for Wholesale Container Nursery at 1184 N. Hewes Street, Orange

Property Manager Daniel Park stated Montoya Enterprises, Inc. (Montoya) has a lease with the District for a wholesale container nursery at 1184 N. Hewes that expires on March 31, 2024. He presented staff's recommendation to extend the Lease for five years to March 31, 2029, with a Rent Schedule to reflect a 3% per annum rent increase, with an option to renew the Lease for five additional years, subject to Board consent. He shared that the presence of the tenant reduces trash dumping in that area and staff has not received complaints or objections regarding the nursery from the homeowners in the area.

Upon motion by Director Green, seconded by Director Yoh and carried [3-0], the Committee recommended that the Board at its March 6 Board meeting approve and authorize execution of Amendment Four to Lease Agreement with V. Montoya Enterprises, Inc. to extend termination date to March 31, 2029; and revise the Rent Schedule to reflect a 3% per annum rent increase.
Ayes: Meeks, Yoh, Green

3. Amendment to Lease with Sandwood Enterprises, Inc. D.B.A. Orange County Sandbagger for Property Located at 2424 N. Batavia Street, Orange

Mr. Park advised that Sandwood Enterprises, Inc. d.b.a. the Orange County Sandbagger has requested to extend its Lease to March 31, 2029. He reported that Sandwood is a good tenant and current with all payments and comply with all the terms on their lease. The Committee then took the following action.

Upon motion by Director Green, seconded by Director Yoh and carried [3-0], the Committee recommended that the Board at its March 6 Board meeting Approve and authorize execution of Amendment Five to Lease with Sandwood Enterprises, Inc. d.b.a. the Orange County Sandbagger to extend the Lease expiration date to March 31, 2029.

Ayes: Meeks, Yoh, Green

INFORMATIONAL ITEM

4. Status Update Regarding the District's Imperial Highway Property

Director of IS/Property Bruce Dosier reported that at the January 24 committee meeting, Director Weigand suggested contacting Assemblyperson Chen's and State Senator Min's office for assistance in meeting with Caltrans to discuss conceptual access to the Imperial Highway property. He shared that he and legislative affairs staff contacted both offices and they were responsive with getting back to staff and that he remains optimistic to have an update from Caltrans soon. He advised the committee that according to the District's real estate agents, the property continues to attract interest but until the access issue is resolved it is difficult to attract a tenant. He reported that the District's contracted engineering firm, Adams Streater, continues to work on the Site Development Analysis for the property. Mr. Dosier will continue to bring monthly updates to the committee.

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE MARCH 6 BOARD MEETING

It was agreed to place Item Nos. 2-3 on the on the Consent Calendar at the March 6 Board meeting.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:18 p.m.

Natalie Meeks, Director

AGENDA ITEM SUBMITTAL

Meeting Date: March 22, 2024
To: Property Management Committee/
Board of Directors
From: John Kennedy
Staff Contact: B. Dosier/D. Park/B. Smith
Budgeted: Yes
Budget Amount: N/A
Cost Estimate: \$ 10,000 - \$50,000
Funding Source: N/A
Program/Line Item No.: N/A
General Counsel Approval: Yes
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

**Subject: PROPOSED AGREEMENT WITH CITY OF VILLA PARK TO REPAIR
STORM DRAIN AT BLUE DIAMOND BASIN AND ESTABLISH FUTURE
MAINTENANCE RESPONSIBILITY**

SUMMARY

The City of Villa Park (City) drains storm water collected in the City to a District groundwater recharge basin, Blue Diamond Basin (Basin), which forms part of the District's Santiago Recharge basin complex. District staff advised the City that certain drainage facilities, which consist of pipes, drains, manholes and storm sewer drainage systems (Drainage Facilities), located on the southwest corner of the Basin, were damaged resulting in erosion of the adjacent slope on District property. District Staff and City wish to enter into an Agreement to repair the Drainage Facilities on District property, the adjacent slope, and to establish future maintenance responsibility and access rights supporting same.

Attachment: Draft of Repair and Maintenance Agreement

RECOMMENDATION

Agendize for April 3 Board meeting: Authorize the General Manager to finalize negotiations and execute the Repair and Maintenance Agreement with the City for Drainage Facilities and Slope Repairs on District Property; and to authorize the General Manager to negotiate and execute an appropriate access easement in coordination with the District's General Counsel sufficient to allow the City to maintain the Drainage Facilities post-repair.

BACKGROUND

The District owns approximately 2.7 acres of real property adjacent to 18522 Lincoln Circle, Villa Park, California (APN 378-212-14 or the "Property") that abuts the Basin. The City drains storm water collected in the City to the Basin via a street drain and through Drainage Facilities located on the Property that are permitted by a 10-ft wide drainage easement (Easement) that was granted to the City prior to the District's acquisition of the Property.

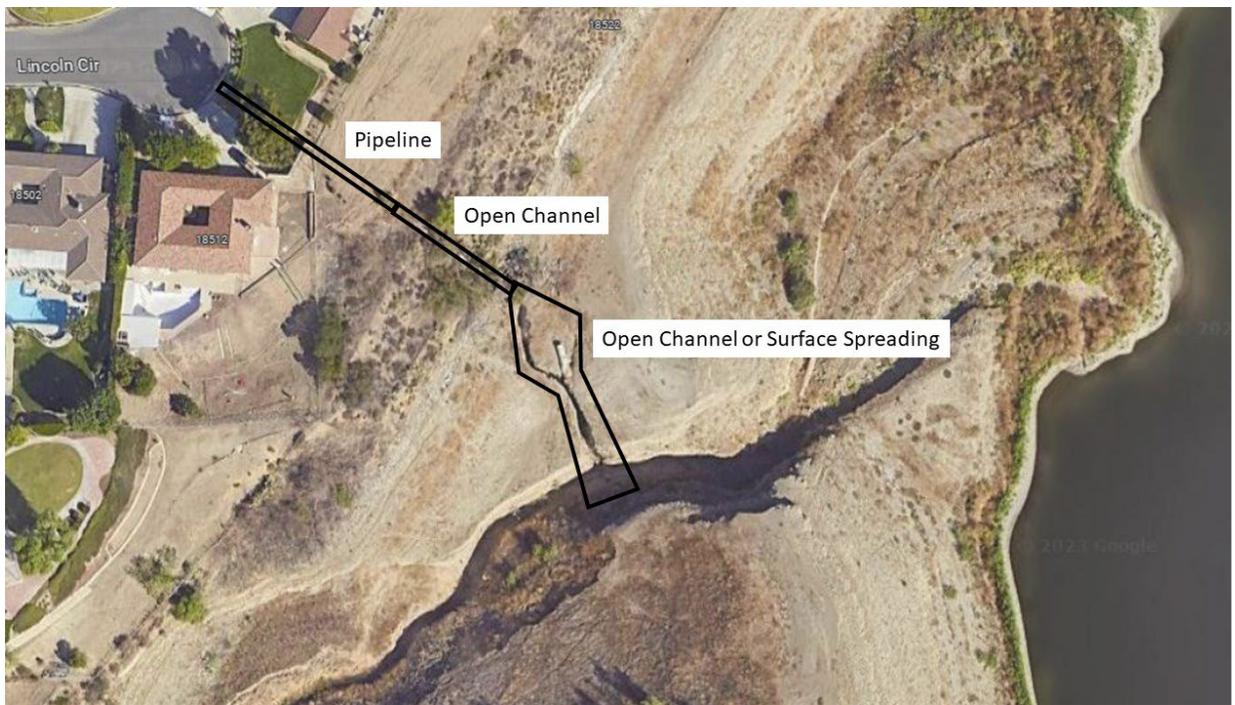
District staff advised the City that certain Drainage Facilities were damaged resulting in soil erosion on the Property. Staff further advised that absent repairs the soil in portions of the Property near the Drainage Facilities would become saturated and further destabilize the slope. In subsequent correspondence, the City advised District staff that the Drainage

Facilities and erosion damage was not the City's responsibility as there was no agreement in place specifying maintenance responsibilities and ownership of the Drainage Facilities on the Property.

At the request of District staff, General Counsel for both parties negotiated a Repair and Maintenance Agreement (Agreement) for the Drainage Facilities whereby the City would accept future maintenance responsibility for the Drainage Facilities and future operation and maintenance costs associated with the upkeep post repair, provided the District, at its cost and expense, repairs the existing damage to the Drainage Facilities and fully stabilizes the slope on the Property. The estimated cost to repair the slope ranges from \$10,000 if repaired by District staff in-house to \$50,000 if a contractor is hired for the repairs. The Agreement would terminate in thirty (30) years, unless extended or sooner terminated by mutual consent of the parties. Additionally, the Agreement would include a provision whereby the District would grant the City an easement that allows the City to drain storm water onto the District Property into the Drainage Facilities.

To prevent further slope erosion on the Property, staff has no objection to the City's proposal to the terms of the Agreement and recommends authorizing the General Manager to finalize negotiations and execute the Agreement (and any additional easements or licenses required to allow the Parties to perform the Agreement) with the City, subject to General Counsel final review and concurrence.

Figure 1 – Depiction of Drainage Facilities



PRIOR RELEVANT BOARD ACTION(S)

None

LOCATION MAP



G:\Projects\Projects\Map\map\18522 Lincoln Cir APN 378-212-14 - Santiago Blvd.mxd (7/20/23)



- 18522 Lincoln Circle (APN: 378-212-14)
- OCWD Owned Parcels

18522 Lincoln Circle
APN: 378-212-14

SOURCE: OCWD (7/2023)

Figure 1

REPAIR AND MAINTENANCE AGREEMENT

This REPAIR AND MAINTENANCE AGREEMENT (“**Agreement**”) is made and entered into effective as of this _____ day of _____, 2024 (the “**Effective Date**”), by and between the CITY OF VILLA PARK, a municipal corporation (“**City**”) and ORANGE COUNTY WATER DISTRICT, a special governmental district of the State of California (“**District**”). The District and City are referred to below collectively as the “**Parties.**”

RECITALS

A. The District owns approximately 2.7 acres of real property located at 18522 Lincoln Circle, Villa Park, California (APN 378-212-14) and adjacent parcels, as illustrated in the depiction set forth in Exhibit “1” (the “**District Property**”). District operates a groundwater recharge basin, commonly referenced as Blue Diamond Basin, or “**Basin**”, on and adjacent to the District Property.

B. The City has an easement for certain drainage facilities on and/or near the District Property, including, but not limited to a storm drain as roughly depicted in Exhibit “4” (the “**City Storm Drain**”), and such City Storm Drain drains stormwater collected in the City to the District Property.

C. The soil in portions of the District Property near the City Storm Drain, has, at times, become saturated and destabilized, District contends as a result of the City Storm Drain that receives and conveys stormwater. The District alleges that this has caused erosion damage to the District Property adjacent to the City Storm Drain (the “**Land Failures**”).

D. The Parties have agreed to settle their dispute regarding the cause of, and responsibility for, the Land Failures by entering into this Agreement.

E. District and City desire to enter into this Agreement, whereby the Parties shall construct pipes, drains, manholes and storm sewer drainage systems (the “**Drainage Facilities**” as roughly depicted in Exhibit 2) and repair adjacent slopes (the “**Project**”) and establish responsibility for future slope protection and maintenance of the Drainage Facilities. A detailed description of the Project, and required elements of same, is attached hereto as Exhibit “3”.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises set forth in this Agreement, the sufficiency of which is hereby acknowledged, and based on the facts stated in the Recitals above, which are incorporated herein as though fully set forth, the Parties agree to the following:

1. Plan Approvals. City shall cooperate with District in developing a description for the Project (the “**Plans and Specifications**”), consistent with Exhibit 3, that is acceptable to District and to City. Upon completion of the Project, the District shall provide a record drawing depicting the actual construction, including any changes of the Project to the City. The Plans and Specifications shall be prepared by a California registered Civil Engineer familiar with design and construction of storm drain and flood control facilities and slope remediation techniques.

1.1 Approvals. The Parties shall cooperate to obtain all final, written governmental approvals, entitlements, plans, maps and other rights necessary to develop and construct the Project (the “**Approvals**”), including any and all approvals, permits and/or entitlements necessary for the Project. The City shall have no financial responsibility for the payment of any money in regard to the Approvals.

1.2 Cooperation. City agrees to reasonably cooperate with District by executing any documents as may be reasonably required in connection with District’s efforts to perform the work identified in the Plans and Specifications and obtaining the Approvals, including, without limitation, any documents requested by District or any other governmental agency.

1.3 Drainage Easement. District shall grant to City a license or easement (in a form acceptable to the City) that allows the City to drain storm water onto the District Property into the Drainage Facilities.

2. Project Costs

2.1 Project Costs. As used herein “Project Costs” means all costs actually incurred by District and its consultants and contractors for the planning, surveying, preparation of legal documents for the Drainage Easement, geotechnical investigation and testing, Plans and Specifications, design, engineering, financing, construction/installation, inspection and management of the Project, including without limitation the following: (i) all costs incurred to prepare plans, drawings, specifications, and other design and engineering documents relating to the Project; (ii) any permitting, plan checking, processing, and inspection fees paid with respect to the Project; (iii) all costs to purchase equipment, materials, and supplies for the Project; (iv) the compensation paid to District’s contractor for the work performed pursuant to the Plans and Specifications; (v) District’s cost to obtain any performance, payment, and warranty bonds, letters of credit, or other securities for the Project; (vi) actual permit, inspection including soils inspection, supervision, and testing costs paid by District, independent third party engineers, architects, or consultants in conjunction with the design and construction of the Project; (vii) insurance costs incurred in connection with the Project; (ix) costs of environment compliance and mitigation (if any) associated with the Project, including, but not limited to, any costs associated with California Environmental Quality Act (CEQA) compliance; and (x) costs to remediate the District Property to a stable and safe condition in the area the District contends became saturated and destabilized as a result of the City Storm Drain’s conveyance of stormwater.

2.2 Project Cost Responsibility. In exchange for the City’s agreement to accept future responsibility for the Drainage Facilities, and to fund future operation and maintenance costs associated with the upkeep of the Drainage Facilities post Repair, the Parties agree that Project Costs will be paid by the District until the Drainage Facilities are completed and accepted by the City and the District Property is remediated and stabilized. The Parties envision that District will contract for or self-perform, and execute, the Project and be lead agency for all purposes related thereto.

3. Operation and Maintenance Responsibilities Upon Completion of Repair.

3.1 After completion of the Project and upon review and approval by the City, City, as easement owner, and operator of the Drainage Facilities on the District Property, shall take responsibility for the Drainage Facilities and maintain in good condition, and be responsible for, the costs of maintaining, repairing, and operating the Drainage Facilities that are located on District Property.¹ City agrees to operate and maintain its Drainage Facilities, excluding maintenance of the slopes and any vegetation and erosion control measures on District Property, in a reasonably prudent manner, consistent with all federal, state and local laws. Should the Drainage Facilities cause Land Failures, the City shall repair any leaking or defective Drainage Facilities within ninety (90) days of their discovery. Within ninety (90) days of the Effective Date of this Agreement, District shall provide City with a license or easement to access District Property which is of sufficient scope to allow City to operate and maintain the Drainage Facilities located on District Property. City shall notify District prior to any maintenance or repair activity necessitating entry onto District Property. Maintenance of the slopes and any vegetation and erosion control measures within the District Property is District's full responsibility. Should the slopes or other items within the District Property fail and damage the Drainage Facilities because of District's failure to properly maintain said slopes or other items on District Property, District shall, within a reasonable time frame, repair the slope or item responsible for the Land Failure, and the Drainage Facilities, at its own efforts and costs.

3.2 After completion of the Project, District, as owner and operator of the groundwater recharge basin (Blue Diamond Basin), shall maintain and be responsible for the costs of operating its groundwater recharge facilities located on District Property. District agrees to operate its facilities in a reasonably prudent manner, consistent with all federal, state and local laws. District shall notify City prior to any maintenance or repair activity in the vicinity of the Drainage Facilities.

3.3 Each Party agrees to immediately notify the other Party if any damage or failure of the Drainage Facilities or slope, or other defective condition of the District Property, is observed, regardless of that Party's maintenance responsibility.

3.4 After completion of the Project, District shall not be responsible for maintenance or repair of any part of the Drainage Facilities except as such maintenance or repair is directly caused by the failure of District to properly maintain the slope on the District Property or as otherwise outlined herein. However, due to the ability of District to provide greater resources to any maintenance or repair, District may agree to conduct such maintenance or repair upon request of City on a reimbursable basis. The parties shall meet and confer on the maintenance and repair efforts and the costs thereof before the District undertakes the reimbursable work on the City's behalf. City shall reimburse District for the reimbursable work undertaken by the District at City's request within a reasonable period of time.

¹ City remains solely responsible for the costs of maintaining and repairing Drainage Facilities that exist outside of District Property.

4. Reciprocal Indemnification.

4.1 City agrees to indemnify, defend, and hold harmless District, its respective officers, employees, agents and attorneys from and against any claims, actions, damages and liabilities arising out of or in any manner connected with any negligent or willful misconduct resulting from the action of City pursuant to this Agreement. No provision of this Agreement shall in any way limit the extent of the responsibility of District for payment of damages from its own respective activities, errors or omissions in connection with such party's duties and obligations under this Agreement.

4.2 District agrees to indemnify, defend, and hold harmless City, its respective officers, employees, agents and attorneys from and against any claims, actions, damages and liabilities arising out of or in any manner connected with any negligent or willful misconduct resulting from the action of District pursuant to this Agreement. No provision of this Agreement shall in any way limit the extent of the responsibility of City for payment of damages from its own respective activities, errors or omissions in connection with such party's duties and obligations under this Agreement.

5. Miscellaneous.

5.1 Notice. In the event that any notice is given under this Agreement, it shall be personally delivered, in which case it shall be effective upon delivery, or may be mailed by certified mail, which notice shall become effective three (3) days after mailing, to the addresses set forth below:

To District: Orange County Water District
 18700 Ward St.
 Fountain Valley, CA 92708 3161
 Attn: Property Management Office

To City: City of Villa Park
 17855 Santiago Blvd
 Villa Park, CA 92861
 Attn: City Manager

Either party may change its address for notices by giving notice to the other party in the manner herein provided or may request that not more than two (2) additional copies of any notice be sent to addresses specified in a notice to the other party given pursuant to this Section.

5.2 Required Actions. City and District agree to execute such instruments and documents and to diligently undertake such actions that may be required in order to consummate the agreements contemplated herein.

5.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5.4 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto, or their designees.

5.5 Waiver. The waiver or failure to enforce any provisions of this Agreement shall not operate as a waiver of any future breach of any of the provisions or any other provision hereof.

5.6 Disputes and Dispute Resolution. If a dispute arises between the Parties in connection with, or arising out of this Agreement, the Parties shall first attempt to settle their disagreements through good faith negotiation, and then via mediation before a third-party neutral, prior to filing any litigation. Any litigation regarding this Agreement or the obligations of the Parties stated herein, shall be filed in the Superior Court for the County of Orange. In any litigation between the Parties arising out of this Agreement, each Party shall be responsible for their own costs and attorneys' fees.

5.7 Severability. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable in any respect and for any reason, the validity, legality and enforceability of the unaffected remainder of such section in every other respect and the remainder of the Agreement shall continue in effect.

5.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are hereby superseded and merged herein or therein.

5.9 Exhibits. All exhibits attached hereto and referred to herein are expressly incorporated herein as though set forth at length.

5.10 No Presumption Against Drafting Party. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any party hereto because said party drafted or caused the party's legal representative to draft any of its provisions. This Agreement shall be construed without reference to the identity of the party or Parties preparing the same, it being expressly understood and agreed that the Parties hereto participated equally or had equal opportunity to participate in the drafting hereof. The Parties hereto acknowledge that each has read this Agreement; that they each fully understand their respective rights, privileges and duties under said Agreement; and that each enters into said Agreement freely and voluntarily.

5.11 Warranty of Authority. Each officer of the District and the City affixing his or her signature to this Agreement 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 Agreement, that his or her respective party has the full legal right, power, capacity and authority to enter into this Agreement and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

5.12 Counterparts. This Agreement may be executed in one or more counterparts, by either an original signature or signature transmitted by facsimile or electronic transmission or other similar process, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.13 Force Majeure. Upon written notice by a Party, the respective duties and obligations of the Parties will be suspended for the time period that performance by the Party is prevented or substantially impeded by workforce strikes; riots; fire; flood; federal, state or county regulatory action; pandemics; war; or terrorism.

5.14 No Obligation to Third Parties. The approval, execution and performance of this Agreement does not confer any rights upon any person or entity other than District and City. There are no third-party beneficiaries to this Agreement.

5.15 Nature of Relationship. This Agreement does not create, and will not be construed or deemed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between District and City except as specified in this Agreement.

5.16 Electronic Signatures. Any Party may execute this Agreement using an “electronic signature,” as that term is defined in California Civil Code Section 1633.2, or a “digital signature,” as defined by California Government Code Section 16.5. An electronic or digital signature will have full legal effect and enforceability. Nothing in this Agreement requires any Party to use or accept the submission of any subsequent or related document containing an electronic or digital signature where written notice is otherwise required by this Agreement.

5.17 Term and Termination: The term of this Agreement shall be for a period of thirty (30) years from the Effective Date, unless extended or sooner terminated by the Parties. Termination prior to thirty years shall only be authorized upon mutual consent of the Parties or by action of the court pursuant to litigation.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereby duly execute this Reimbursement Agreement as of the date written above.

CITY OF VILLA PARK, a California
municipal corporation

By: _____
Vince Rossini, Mayor

ATTEST:

Steve Franks, City Manager

APPROVED AS TO FORM:
TODD LITFIN
City Attorney

By: _____
Todd Litfin, City Attorney

ORANGE COUNTY WATER DISTRICT

By _____
Cathy Green, Board President

By: _____
John Kennedy, General Manager

APPROVED AS TO FORM:
Jeremy Jungreis
General Counsel

By: _____
Jeremy Jungreis, General Counsel

DRAFT

EXHIBIT "1"

DEPICTION OF DISTRICT PROPERTY



Figure 1

EXHIBIT "2"

DEPICTION OF DRAINAGE FACILITIES

City shall be responsible for maintaining, repairing, and operating the Drainage Facilities outlined below and labeled as "Pipeline", "Open Channel", and "Open Channel or Surface Spreading" and District shall be responsible for the slopes within the Drainage Easement

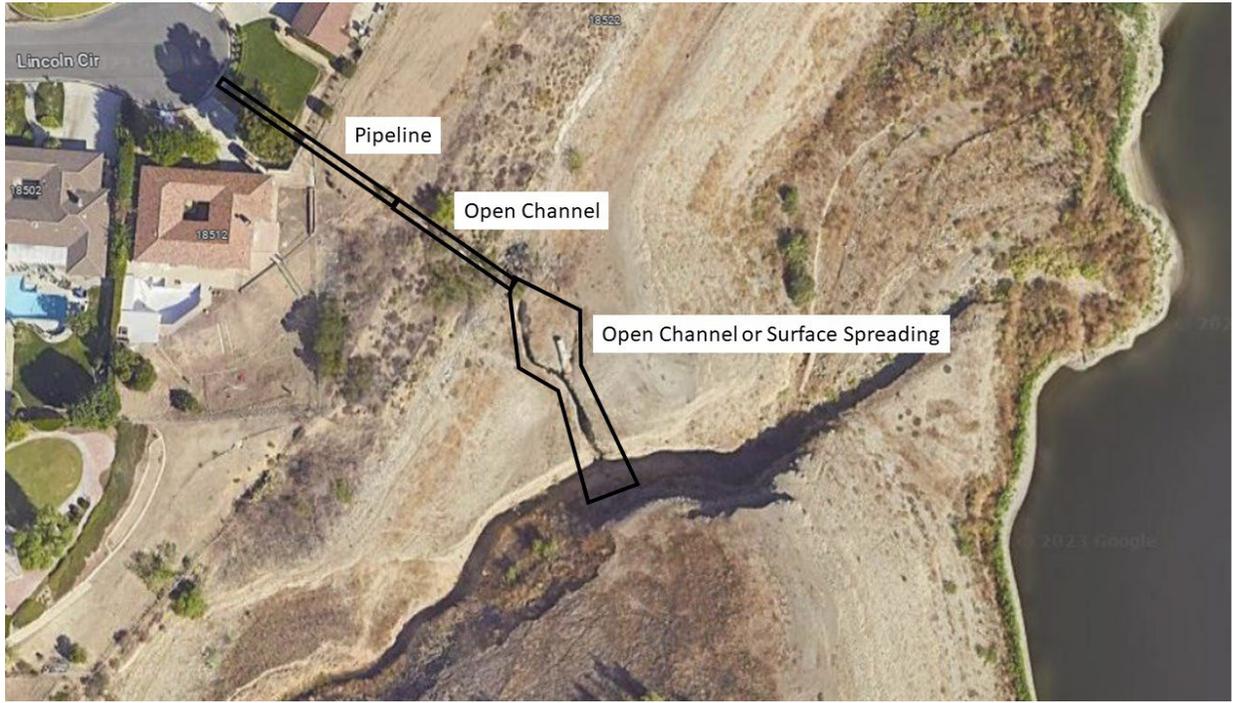


EXHIBIT “3”

GENERAL DESCRIPTION OF PROJECT

- Excavate to expose the east end of pipeline portion of Drainage Facilities. Continue excavation westward within OCWD property until competent pipe material is located. Project shall not extend beyond the limits of OCWD property or so close to neighboring property as to damage such property or fences.
- Connect new corrugated HDPE pipe (“HDPE”) to the existing competent pipe material. New HDPE shall be the same diameter as the existing competent pipe and shall be generally laid at the same slope. The connection shall be made by means of a commercially available product designed to connect the pipes. The new pipe shall stop after daylighting at the slope, in a similar configuration to the existing pipe.
- The excavation shall be backfilled with a 2-sack sand-cement slurry mixture.
- The existing erosion down the slope towards the Santiago Creek and Blue Diamond (two “Open Channel” sections depicted in Exhibit 2 shall be filled with a 2-sack sand-cement slurry mixture.
- A corrugated HDPE open channel similar to what is existing shall be constructed from the pipe daylight at least ten feet down the slope.
- The remainder of the existing flow path to the Santiago Creek shall be slightly depressed from the surrounding grades, located on top of the recently placed sand-cement slurry, and lined with grouted rock 3-inches or greater diameter.
- The final Plans and Specifications prepared by a California registered Civil Engineer, for design and construction of the Drainage Facilities and slope remediation may vary from the description herein. The final Plans and Specifications shall be reviewed and approved by the City and District prior to advertising and construction.

EXHIBIT "4"

CITY STORM DRAIN

The 24 foot City easement for storm drain and access purposes over Lots 30 and 31 of Tract No. 7549.

(Tract No. 7549 Attached)

AGENDA ITEM SUBMITTAL

Meeting Date: March 22, 2024

To: Property Management Committee/
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier / D. Park

Budgeted: N/A

Budget Amount: N/A

Revenue Estimate: N/A

Funding Source: N/A

Program/Line Item No. N/A

General Counsel Approval: N/A

Engineers/Feasibility Report Approved: N/A

CEQA Compliance: N/A

**SUBJECT: STATUS UPDATE ON THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) DECERTIFICATION OF PROPERTY AT
BURRIS BASIN**

SUMMARY

The 15-acre southern portion of the District's 116-acre groundwater recharge basin in Anaheim, known as Burris Basin, is leased to NSM Golf, LLC, operating as The Islands Golf Center. The lease premises includes approximately 1.3 acres of land owned by California Department of Transportation (Caltrans) that was previously thought to belong to the District but is under review by Caltrans, at the District's request, for potential "decertification". Caltrans recently informed staff that they cannot proceed with the decertification process due to planned improvements on California State Route 57 (SR-57) and the adjacent onramps. Staff is seeking guidance on how to proceed.

Attachments:

- Letter from Lan Zhou, Caltrans District 12 Director, dated 02/26/2024
- Letter to Mario Orso, Caltrans District 12 Interim Director, dated 11/14/2023

RECOMMENDATION

Agendize for April 3 Board meeting: Direct staff as appropriate.

DISCUSSION/ANALYSIS

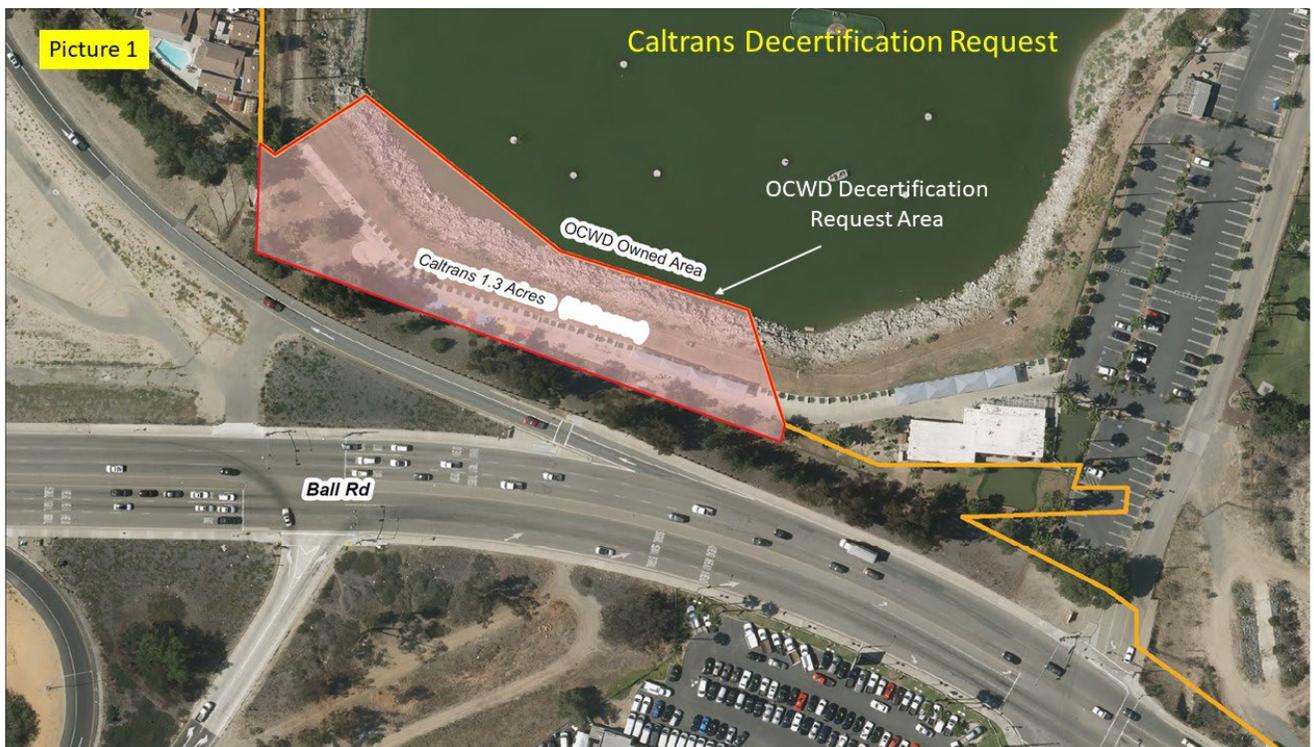
In 1991, the District entered into a lease agreement with Gentry Golf (Gentry), allowing Gentry to operate a golf driving range at the southerly basin at Burris Basin in Anaheim. The original lease was amended and restated in 2008. Subsequently, in 2019, the lease agreement was extended to September 30, 2022 and was ultimately assigned to NSM Golf, LLC on February 5, 2020 for the remaining term.

During a property boundary review of the lease premises in 2017, staff discovered that the lease premises and a portion of land extending into the District's southerly portion of Burris Basin include approximately 1.3 acres of land that is owned by Caltrans for freeway purposes. Caltrans staff confirmed that their records showed that it was Caltrans land and if the District was interested in acquiring the property, it could submit a request that Caltrans review the

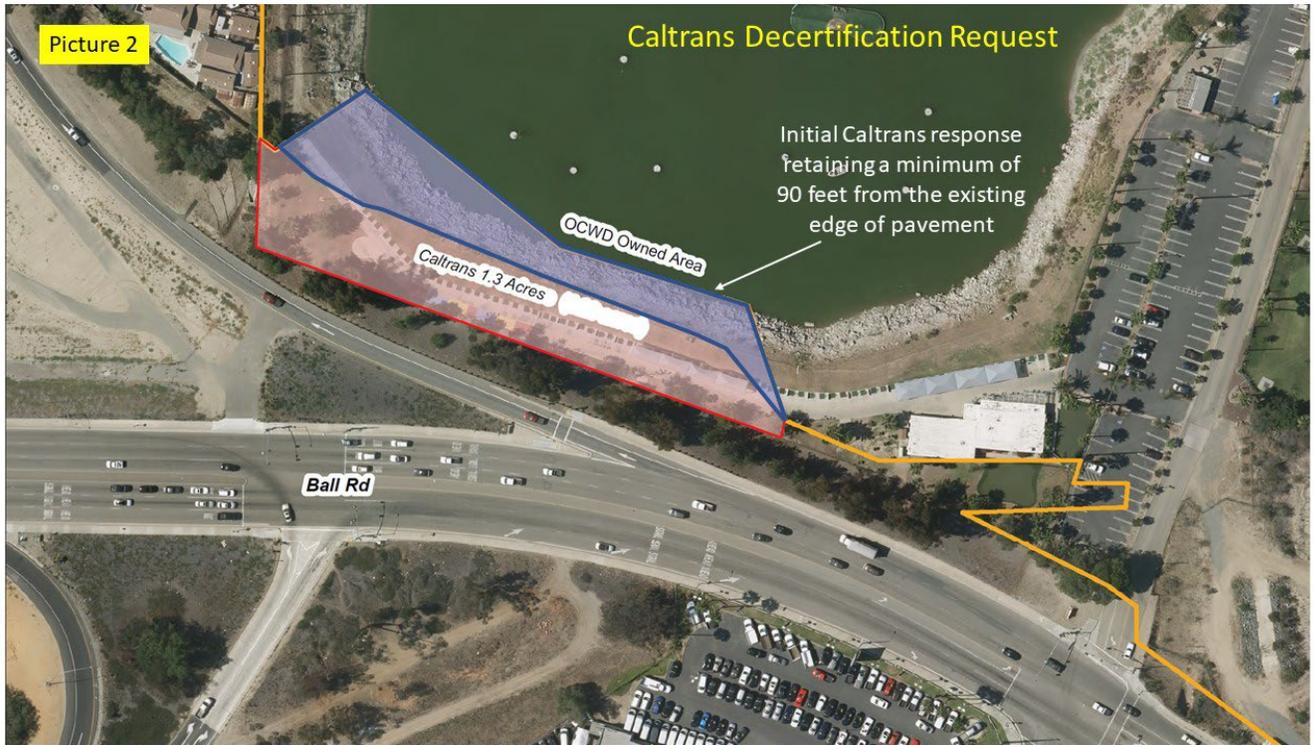
property for “decertification”, make an initial deposit of \$35,000 to Caltrans, and enter into a temporary month-to-month Airspace Rental Agreement, with a term no longer than six months, during the decertification process. Decertification is the process by which operating right-of-way is determined by Caltrans to be excess and no longer necessary for transportation purposes.

At its February 7, 2018 meeting, the Board approved an Airspace Rental Agreement with Caltrans ending July 31, 2018 with a monthly rental rate of \$736. Subsequently, this temporary lease was renewed three times, extending its duration until January 31, 2020. Despite the lease officially ending in 2020, OCWD continued to pay a monthly rent of \$810 under the lease’s holdover provision. In 2021, Caltrans staff informed OCWD that due to the longer-than-anticipated decertification process, the land no longer qualified for a temporary lease. Consequently, Caltrans would be drafting a long-term lease agreement. At its September 6, 2023 meeting, the Board authorized the General Manager to negotiate and execute a new three-year lease agreement with Caltrans.

At its meeting on April 4, 2018, the Board authorized the initiation of the decertification process with Caltrans (as depicted in Picture 1).



Caltrans conducted a Feasibility Study to assess the property’s necessity for future Caltrans use. At the September 2018 Property Committee meeting, staff advised the Committee that Caltrans deemed it necessary to maintain a minimum of 90 feet from the existing edge of pavement along the property boundary to accommodate future lane improvements along the north-bound on-ramp at Ball Rd of SR-57 (refer to Picture 2). Notably, Caltrans’ proposed area was significantly smaller than what the District had requested.



On July 31, 2019, staff sent a letter to then Caltrans District 12 Director Ryan Chamberlain, requesting Caltrans to reconsider the decertification of the entire 1.3 acres. The letter highlighted that a significant portion of this land, not covered by Caltrans' initial decertification recommendation, is essential to OCWD. It provides essential access for ongoing maintenance of Burris Basin recharge operations and the Lessee's golf driving range operations.

In response, Caltrans Right of Way staff reevaluated the decertification and proposed a revised area. During a meeting on October 24, 2019, Caltrans staff expressed willingness to recommend decertification of a larger portion, pending approval by Caltrans Planning, and requested that the District confirm pursuing decertification of the revised area (see Picture 3 below). At the December 20, 2019 Property Committee, staff advised the Committee that staff would continue to pursue the decertification of the revised area, as it closely followed the original 1.3 acres requested by the District.

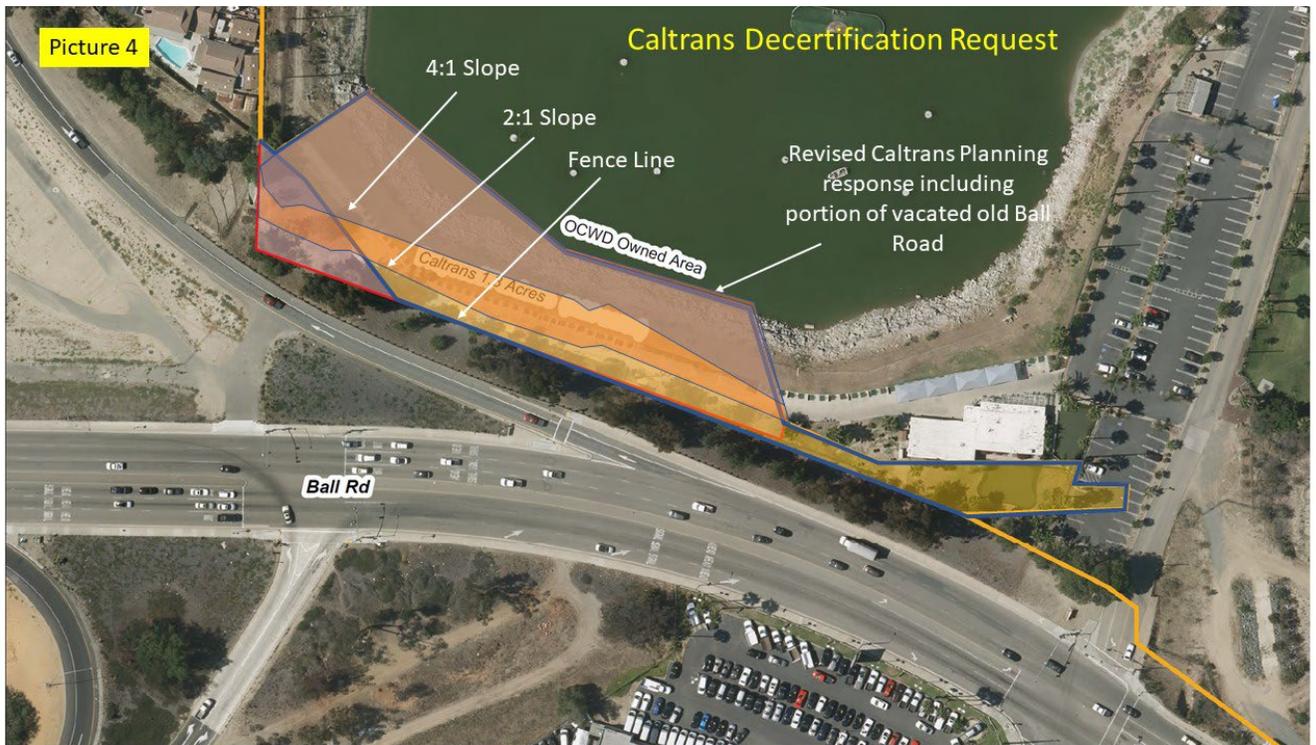


In August 2020, Caltrans and OCWD staff met to discuss revised potential decertification areas. Caltrans Planning identified three boundaries for potential decertification:

1. At the 4:1 slope
2. At the 2:1 slope
3. Along the fence line, which corresponds to the original boundary requested by OCWD (refer to Picture 4).

These boundary lines were determined by Caltrans Planning staff to accommodate potential future improvements to the north-bound on-ramp at Ball Road.

However, OCWD staff advocated for the fence line as the ideal boundary, and that the other two boundary lines, at the 4:1 and 2:1 slope, significantly cut into land used by OCWD for operating and maintaining its recharge basin. Caltrans advised that placing the boundary at the fence line would entail potential future expenses for constructing a new retaining wall, even though the on-ramp improvements at Ball Road were conceptual and not yet a formal Caltrans project.



After reviewing the proposed boundary lines and because the potential on-ramp expansion was not a planned project, on December 20, 2020, staff sent a letter to Edward Francis, who was then the Chief of the Office of Right of Way and Right of Way Engineering in District 12, requesting that Caltrans reconsider decertification of the entire 1.3 acres because it was OCWD's understanding that the potential on-ramp improvements at Ball Road were conceptual rather than a planned project.

Subsequently, Caltrans Right-of-Way staff informed OCWD staff that Caltrans had not changed its position on retaining a portion of the 1.3 acres due to projected future needs for on-ramp improvements. OCWD staff reviewed the Caltrans State Highway Operation and Protection Program (SHOPP) Ten-Year Project Book (Fiscal Years 2019/20 – 2028/29) dated January 2021, which identified eleven projects on the 57 Freeway scheduled between 2019/2020 and 2027/2028. Five of those projects included Milepost 13.43, which is the closest Caltrans Milepost on the 57 Freeway to Ball Road: SHOPP IDs 18944, 20299, 22196, 19819, 19827, none of which contemplate projects related to the 57 Freeway north-bound on-ramp at Ball Road.

Additionally, OCWD staff reviewed the Orange County Go (OCGo) and the Orange County Transportation Authority (OCTA) Long Range Transportation Plan (LRTP) for the 57 Freeway, "Project G projects". Of the seven projects identified in OCGo, five have already been completed, leaving two remaining OCGo projects, which are also included in the OCTA 2018 LRTP. Of those two projects neither are in the vicinity of Ball Road, Milepost 13.43. OCTA's 2018 LRTP also includes an interchange improvement project on the 57 Freeway at Lambert Road which is also not in the vicinity of milepost 13.43.

Given the absence of any future highway projects identified by Caltrans in the SHOPP or through OCTA for this property, OCWD staff sent a letter on June 4, 2021, to then District 12

Acting Right of Way Office Chief, Ahmed Abou-Abdou, requesting that Caltrans reconsider decertification of the entire 1.3 acres of land.

After sending the letter to Mr. Abou-Abdou, Caltrans and OCWD staff met again (via Webex) on July 19, 2021 to discuss revised potential decertification. At that time, Caltrans staff advised that they were suspending the decertification due to the impending traffic study for the OCVibe project in the City of Anaheim, as they were concerned about potential impacts to the 57 Freeway north-bound on-ramp at Ball Road.

In November 2023, OCWD staff met with City of Anaheim staff, including staff from Public Works and Traffic departments, to discuss, among other things, the traffic study conducted for the OCVibe project. According to City of Anaheim staff, there were no traffic impacts to the on-ramp. This was confirmed by the staff's review of the traffic study findings.

Furthermore, staff reviewed the most recent Caltrans SHOPP Ten-Year Project Book dated March 17, 2022, the SHOPP Long Lead Listing of Approved Projects, the OCGo and the OCTA Directions 2045 LRTP dated May 2023 for the SR-57 Freeway Improvements, "Project G projects" and the OCTA Directions 2045 LRTP. Neither of these documents indicated any projects related to the 57 Freeway north-bound on-ramp at Ball Road. None of these documents indicated any projects related to the 57 Freeway north-bound on-ramp at Ball Road.

Staff continued to reach out to Caltrans staff urging them to reconsider decertification and on November 14, 2023, staff sent a letter to then District 12 Acting Director, Mario Orso, requesting that Caltrans reconsider decertification of the entire 1.3 acres.

At the January 2024 committee meeting, staff updated the Committee that no meeting had yet been scheduled with Caltrans. The Committee suggested contacting the legislative offices of Assemblyperson Chen's and State Senator Min's for assistance in meeting with Caltrans. Staff reached out to both offices and was contacted by the Caltrans Chief of Staff, Legislative Affairs, who contacted the District 12 staff. This resulted in a letter from the new District 12 Director, Lan Zhou, advising that Caltrans would not continue the decertification process because:

Discussions held within Caltrans continue to justify a need for future on-ramp widening improvements on the SR-57 and the adjoining onramps. Traffic volumes are growing at an average of 2% annually. Caltrans foresees the need to widen the northbound onramp to SR- 57 based on this growth, as well as traffic induced by future development in the area. As a result, we are unable to continue with the decertification process for the Caltrans-owned property.

As of January 16, 2024, \$28,549 of the decertification deposit has been expended, leaving a balance of \$6,451.

As Caltrans is not continuing the decertification process, staff is looking for direction from the Committee.

PRIOR BOARD ACTION

09/6/2023 R23-9-116, Authorizing Amendment to No. Five to Lease Agreement with NSM Golf LLC. D.B.A The Islands Golf extending the lease to September 30, 2026

9/6/2023 R23-9-118, Authorizing the General Manager to negotiate and execute a new three-year Lease Agreement with Caltrans at a rent of \$1,141 per month with 5% annual increase for the continued use of a 1.3-acre portion of land owned by Caltrans.

09/7/2022 R22-9-122, Authorizing Amendment to No. Four to Lease Agreement with NSM Golf LLC. D.B.A The Islands Golf extending the lease to September 30, 2023

2/5/2020 R20-2-15, Approving assignment of Lease with Gentry Golf to NSM Golf, LLC d.b.a. The Islands Golf Center for the remainder of the lease term.

9/18/2019 R19-9-135, Authorizing Amendment to No. Three to Lease Agreement with Gentry Golf, Inc. D.B.A The Islands Golf extending the lease to September 30, 2022; and authorizing consent to sublease by Gentry to Smash and Splash Golf Academy.

7/17/2019, R19-7-101, Authorize a temporary month-to-month lease agreement with Caltrans for the continued use of a 1.3-acre portion of land owned by Caltrans, while the staff continues to pursue decertification for permanent land acquisition.

2/6/2019, R19-2-13, Authorize a temporary month-to-month lease agreement with Caltrans for the continued use of a 1.3-acre portion of land owned by Caltrans, while the staff continues to pursue decertification for permanent land acquisition.

11/7/2018, R18-11-160, Authorize amendment two to lease agreement with Gentry Golf, Inc. D.B.A. The Island Golf Center at Burris Basin extending the lease through September 30, 2019.

7/18/18, R18-7-78, Execution of a temporary month-to-month lease agreement with Caltrans for use of the property while staff continues to negotiate a short-term lease with Caltrans for the continued use of the 1.3 acres.

4/4/18, M18-45, Authorize the General Manager to initiate the decertification process with Caltrans for the 1.3 acres at Burris Basin; approve initial deposit of \$35,000 to initiate the decertification; and approve additional funds of \$10,000 for additional professional services for the decertification.

4/4/18, M18-44, Staff is directed to negotiate a one-year lease extension with Gentry Golf, Inc. to commence when current lease expires on September 30, 2018.

3/7/18, R18-3-19, Authorized issuance of Amendment One to Lease Agreement with Gentry Golf, Inc., providing additional General Liability insurance coverage, and consent to a Sublease with DH and LO, Inc. d.b.a. Olympus Golf Pro and Gentry Golf, Inc.

2/7/18, R18-2-9, Execution of a temporary month-to-month lease agreement with Caltrans

for use of the property while staff continues to negotiate a short-term lease with Caltrans for the continued use of the 1.3 acres; and issuance of a Purchase Order to Fidelity National Title for a preliminary title report on such land; and issuance of a work order in an amount not to exceed \$6,000 to Paragon Partners for the appraisal of the 1.3-acre property;

3/16/16, M16-41, Discussion of the request for rent relief for the Islands Golf Center deferred for 60 days to allow The Islands Golf Center to prepare requested documentation

4/3/13, R13-4-28, Approving Gentry Golf Consent to Sublease to S & W Golf;

4/3/13, R13-4-29, Approving Gentry Golf Consent to Sublease to Golf for Life Skills;

9/7/11, R11-9-124, Approving Gentry Golf Consent to Sublease to Golf on the Edge at Burris Basin;

7/20/11, R11-07-112, Approve Consent to Sublease with Gentry Golf d.b.a. The Islands Golf Center to sublease to Golf on the Edge, for a term of 5 days;

8/6/08, R08-8-107, Authorizing amended and restated lease agreement with Gentry Golf, Inc. d.b.a. The Island Golf Center at Burris Basin;

10/20/04, R04-10-128, Consent to Sublease to Worldwide Golf Enterprises, Inc. d.b.a. Roger Dunn Golf Shop for operation of a golf pro shop;

08/06/08, R08-08-107, Approved and Authorized Execution of Lease to Gentry Golf, Inc. d.b.a. The Island Golf Center for Golf Facility at Burris Pit;

9/17/03, R03-9-139, Authorized Amendment Five to Lease to extend the Expiration Date of Lease to October 22, 2003;

10/15/03, R03-10-150, Approve and authorize Amendment Six to Lease to Extend the term of the Lease to September 30, 2008, a new option to extend the lease for 5 years, change the percentage rent to 12% of Gross Receipts for 2 years with a 1% increase in the percentage rent thereafter, Minimum rent set at \$6,000/mo. and after two years increase it by equal amounts to \$7,000/mo. and other minor changes;

7/21/99, M99-135, Approve Waiver of Rent at the Island Golf Center for One Evening for the Anaheim Fire Department Swift Water Rescue Team Water Rescue Demonstration;

4/21/99, R99-4-50, Approving and Authorizing Execution of Consent to Sublease by Gentry Golf of the Islands Golf Center to David Graf for Operation of Restaurant/Bar;

4/16/97, R97-4-55, Approving and Authorizing Amendment Four to Gentry Golf, Inc. Lease for Burris Pit Golf Concession;

3/19/97, R97-3-39, Approving and Authorizing Execution of Gentry Golf, Inc. Consent to Assignment of Lease and Consent to Subleases;

3/19/97, R97-3-39A, Consent to Assignment of 50% interest in Gentry Golf, Inc. to Peacock Trading, LTD, a Hong Kong corporation

1/15/97, R97-1-7, Instructing Staff to Issue Notices to Gentry Golf to Pay Delinquent Rent and Cure Lease Violations;

4/20/94, R94-4-65, Approving and Authorizing Execution of Amendment Three to Gentry Golf Lease at Burris Pit adds rent for Chipping Green and sets pro shop rent at \$2,000 per month;

1/19/94, R94-1-8, Provides for Issuance of License Agreements;

7/7/93, R93-7-120, Receiving and Filing Affidavit of Publication of Notice Inviting bids and rejecting all bids for Contract No. SAR -93-2, Islands Golf Center Site Improvements; and Approving and Authorizing execution of Amendment No. 2 to Gentry Golf, Inc. Lease providing for Purchase Lease Back Agreement;

2/17/93, R93-2-27, Approved and Authorized Execution of Amendment One to Gentry Golf Lease and transfer of funds;

12/18/91, R91-12-284, Approved and Authorized Execution of Lease to Gentry Golf, Inc. for Golf Facility at Burris Pit.

DIRECTORS

VALERIE AMEZCUA
DENIS R. BILODEAU, P.E.
CATHY GREEN
NATALIE MEEKS
DINA L. NGUYEN, ESQ.
KELLY E. ROWE, C.E.G., C.H.
STEPHEN R. SHELDON
VAN TRAN, ESQ.
BRUCE WHITAKER
ROGER C. YOH, P.E.



ORANGE COUNTY WATER DISTRICT
ORANGE COUNTY'S GROUNDWATER AUTHORITY

OFFICERS

President
CATHY GREEN

First Vice President
DENIS BILODEAU

Second Vice President
VAN TRAN

General Manager
MICHAEL R. MARKUS, P.E., D.WRE

November 14, 2023

Mario Orso
District 12 Director (Acting)
Department of Transportation
Property Management
1750 E. Fourth Street, Suite 100
Santa Ana, California 92705

Via email: mario.orso@dot.ca.gov

SUBJECT: Orange County Water District (OCWD) decertification request for Caltrans property located west of Ball Road and along north-bound on-ramp of State Route 57, Anaheim
Caltrans Reference: 12-ORA-57-Ball Road

Mr. Orso,

On April 5, 2018, the Orange County Water District (OCWD) submitted a letter to the California State Department of Transportation (Caltrans) requesting a Feasibility Study to decertify a portion of an existing Caltrans property located along the west side of Ball Road, and along the north-bound on-ramp at Ball Road and State Route 57 (SR-57) or the "Orange Freeway", closes to Milepost 13.43 (see Exhibit A). This property is south of OCWD's parcel number 253-451-07 and adjacent to OCWD's Burris Basin in the City of Anaheim. The subject property is delineated from the on-ramp with a fence that has long been assumed to be the boundary between OCWD and Caltrans land and is approximately 1.29 acres in size (see Exhibit B).

The purpose of the decertification request is for the potential acquisition of the subject property by OCWD for its continued utilization, which includes use of a portion of the subject property as part of an existing recharge basin, and to determine if the subject property is necessary for Caltrans use in the future. The subject property is landlocked and does not have access to a public street.

In September 2018, OCWD was notified that Caltrans had concluded that a minimum of 90 feet from the existing edge of pavement should be retained by Caltrans in order to accommodate potential future lane improvements along the north-bound on-ramp at Ball Road. The attached map provided by Caltrans shows the red hatch mark area that delineates the area that Caltrans has indicated can move forward with the decertification process (Exhibit C), while Caltrans is to retain the remainder, located south of the hatch marked area.

In July 2019, OCWD sent a letter to Director Ryan Chamberlain requesting that Caltrans reconsider decertifying the entire 1.29 acres requested. Subsequent to sending the letter to Director Chamberlain, Caltrans and OCWD staff met via WebEx in August 2020 to discuss revised potential decertification areas.

Caltrans staff identified three boundaries identifying potential decertification areas: at the 4:1 slope, at the 2:1 slope and along the fence line which delineates the original boundary line requested by OCWD (Exhibit D). These boundary lines were determined by Caltrans staff to accommodate potential future improvements to the north-bound on-ramp at Ball Road. The boundary line requested by OCWD was at the fence line, however, OCWD staff was advised by Caltrans that placing the boundary at the fence line would require potential future work at OCWD's expense at significant cost to construct a new retaining wall for a potential project to improve the on-ramp. The other two boundary lines cut significantly into land utilized by OCWD in operating and providing adequate access for ongoing maintenance of its recharge basin.

After reviewing the proposed decertification boundary lines and because the potential on-ramp expansion was not a planned project, on December 20, 2020, OCWD sent a letter to Edward Francis, District 12 Office Chief of the Office of Right of Way and Right of Way Engineering requesting that Caltrans reconsider decertification of the entire 1.29 acres of land as requested for the potential acquisition by OCWD because it is OCWD's understanding that the potential on-ramp improvements at Ball Road were conceptual and not actually a planned project.

In early 2021, OCWD staff was advised that Caltrans had not changed its position on retaining a portion of the 1.29 acres due to projected future needs for on-ramp improvements. At that time, OCWD staff reviewed the Caltrans State Highway Operation and Protection Program (SHOPP) Ten-Year Project Book (Fiscal Years 2019/20 – 2028/29) dated January 2021, and the OCGo and the OCTA 2018 Long Range Transportation Plan (LRTP) for the SR-57 Freeway, "Project G projects", none of which contemplated projects related to the 57 Freeway north-bound on-ramp at Ball Road.

On June 4, 2021, OCWD staff sent a letter to Ahmed Abou-Adbou, District 12 Acting Right of Way Office Chief, (via email) requesting that Caltrans reconsider decertification of the entire 1.29 acres for the potential acquisition by OCWD because it was OCWD's understanding that Caltrans did not have any future highway projects either identified in the SHOPP or through OCTA for the subject property.

Subsequent to that, Caltrans Right-of-Way staff advised OCWD staff that the decertification was being put on hold because a traffic study was being conducted by the City of Anaheim due to the OCVibe project, and wanted to determine if there were potential traffic impacts to Ball Road that could affect the on-ramp. OCWD staff has been advised by City of Anaheim staff that their traffic study showed no impact to the north-bound on-ramp at Ball Road and SR-57, and their staff was willing to participate in a meeting with OCWD and Caltrans to discuss this.

OCWD staff has recently reviewed the Caltrans State Highway Operation and Protection Program (SHOPP) Ten-Year Project Book (Fiscal Years 2022/23 – 2025/26) dated March 17, 2022 and the SHOPP Long Lead Listing of Approved Projects, and the SHOPP identified two (2) projects (SHOPP IDs 1222000004 and 1220000043) and on the SR-57 Freeway scheduled between 2022/2023 and 2025/2026, none of which contemplate projects related to the 57 Freeway north-bound on-ramp at Ball Road.

Additionally, OCWD staff has recently reviewed the OCGo and the OCTA Directions 2045 LRTP dated May 2023 for the SR-57 Freeway Improvements, "Project G projects". Of the five (5) projects identified in OCGo, three (3) had been completed, leaving 2 remaining OCGo projects, which were also included in the OCTA Directions 2045 LRTP. Of those 2 projects neither were in the vicinity of Ball Road, MilePost 13.43. OCTA Directions 2045 LRTP also included an interchange improvement project on the SR-57 Freeway at Lambert Road which is also not in the vicinity of milepost 13.43.

As it is OCWD's understanding that the City of Anaheim did not identify impacts to north-bound on-ramp at Ball Road and SR-57, and that Caltrans does not have any future highway projects either identified in the SHOPP or through OCTA for the subject property, OCWD respectfully requests that Caltrans reconsider decertification of the entire 1.29 acres of land as requested by OCWD for the potential acquisition by OCWD.

Please let me know how we can proceed with the decertification discussion with Caltrans management.

Should you have any questions, please feel free to contact me via email at bdosier@ocwd.com or by telephone at (714) 378-3298.

Sincerely,



Bruce C. Dosier
Director of Information Services / Property Management

Enclosures: Letter dated July 31, 2019 to Director Ryan Chamberlain
Letter dated December 30, 2020 to Edward Francis
Letter dated June 4, 2021 to Ahmed Abou-Abdou

cc: Jennifer Pham, Caltrans, Chief, Office of Right of Way, District 12 (jennifer.pham@dot.ca.gov)
Alma Villanueva, Caltrans, Branch Chief, Relocation Assistance, Excess Lands,
Property Management (alma.villanueva@dot.ca.gov)
Daniel Park, OCWD, Property Manager, dpark@ocwd.com

Exhibit A Location Map

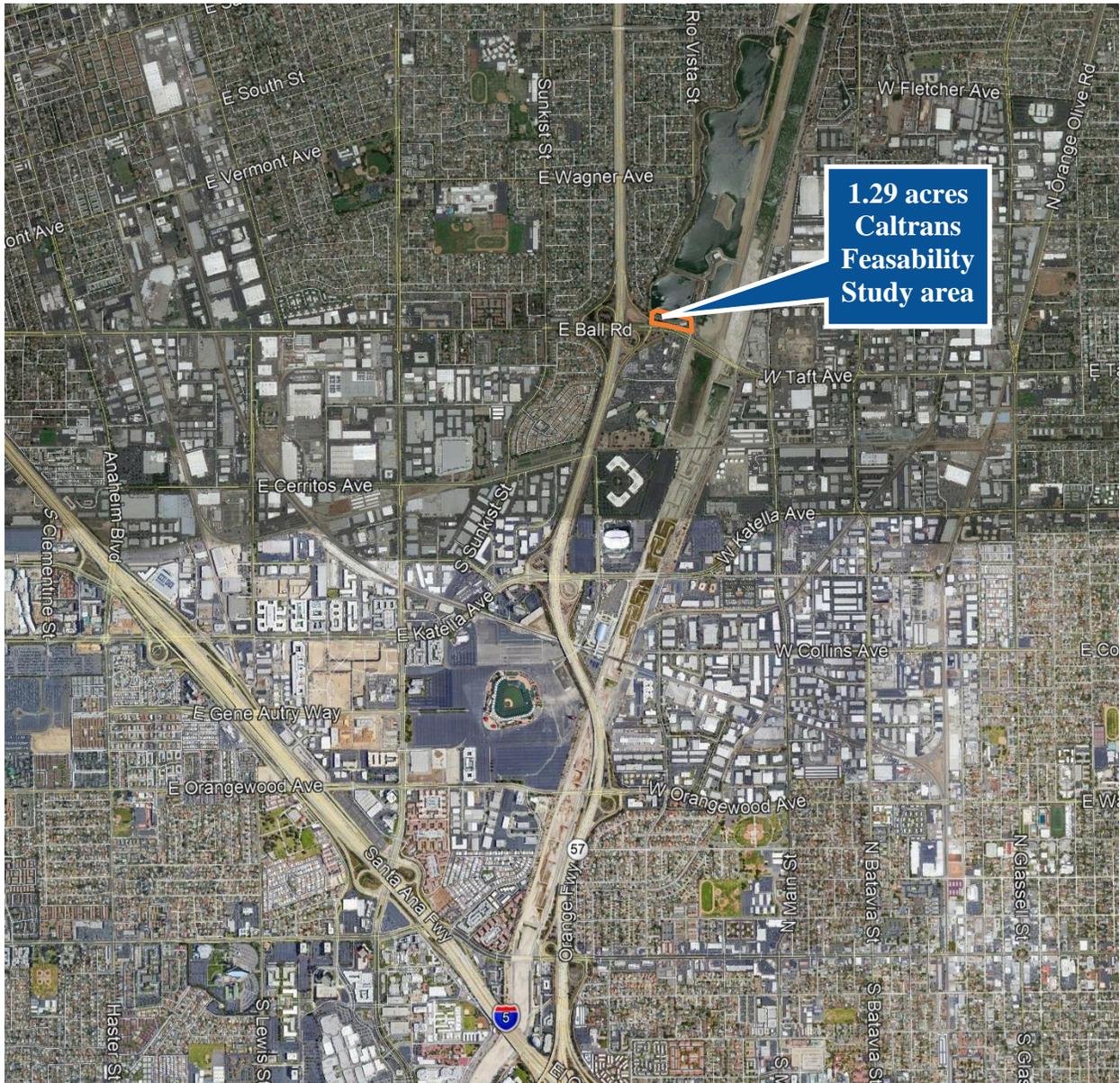


Exhibit B
OCWD Proposed Purchase 1.29 acres



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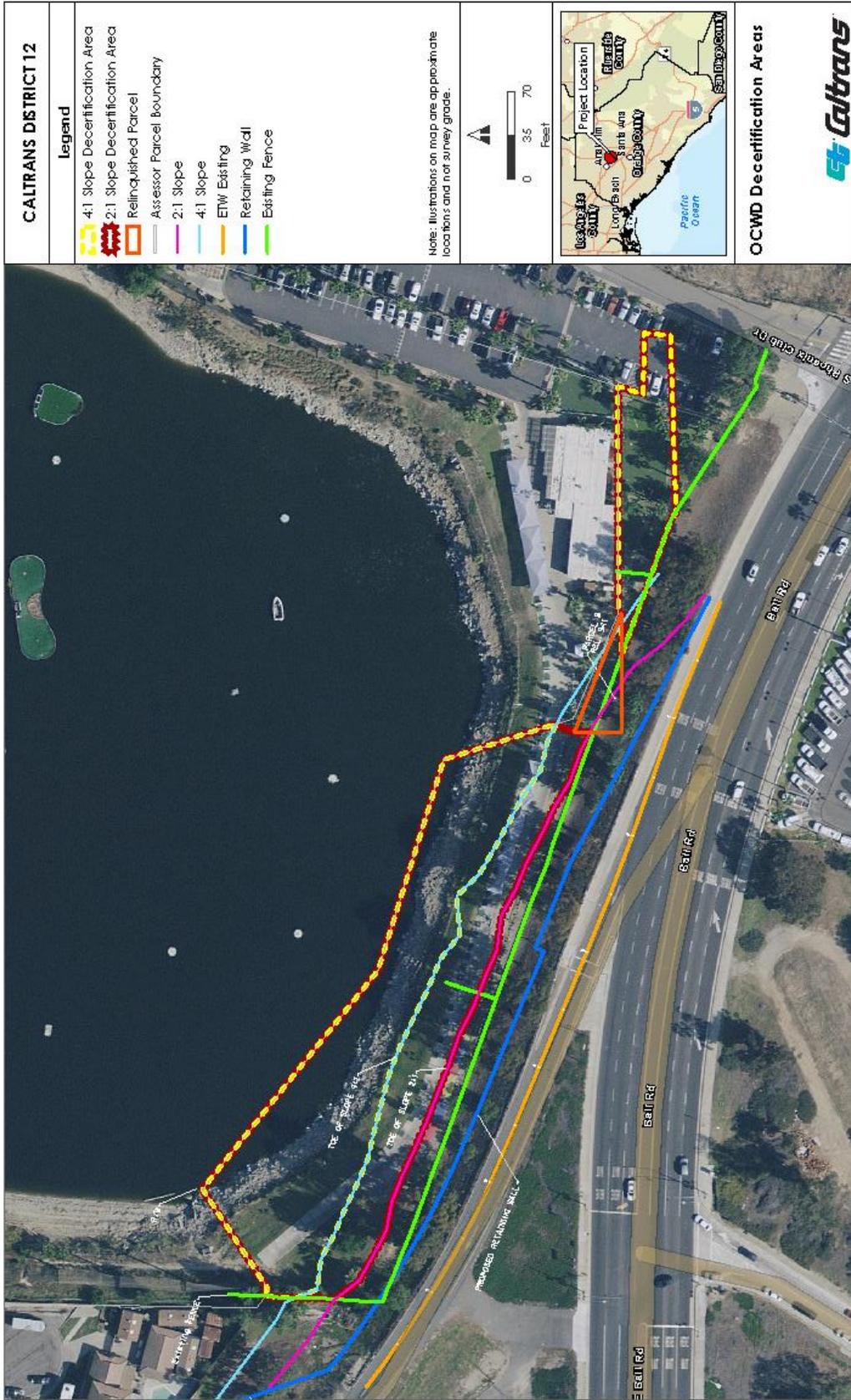


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Exhibit C Caltrans Proposed Relinquishment



Exhibit D Caltrans Revised Proposed Relinquishment



DIRECTORS

DENIS R. BILODEAU, P.E.
JORDAN BRANDMAN
CATHY GREEN
DINA NGUYEN
KELLY ROWE
VICENTE SARMIENTO
STEPHEN R. SHELDON
TRI TA
ROGER C. YOH, P.E.
AHMAD ZAHARA



OFFICERS

President
VICENTE SARMIENTO.
First Vice President
CATHY GREEN
Second Vice President
STEPHEN R. SHELDON
General Manager
MICHAEL R. MARKUS, P.E., D.WRE

ORANGE COUNTY WATER DISTRICT
ORANGE COUNTY'S GROUNDWATER AUTHORITY

July 31, 2019

Ryan Chamberlain
District 12 Director
Department of Transportation
Office of Right of Way & Land Surveys – District 12
1750 E. Fourth Street, Suite 100
Santa Ana, California 92705
Ryan.chamberlain@dot.ca.gov

Via email

SUBJECT: Orange County Water District (OCWD) interest in acquiring Caltrans property located west of Ball Road and along north-bound on-ramp of State Route 57, Anaheim
Caltrans Reference: 12-ORA-57-Ball Road

Mr. Chamberlain,

On April 5, 2018, the Orange County Water District (OCWD) submitted a letter to the California State Department of Transportation (Caltrans) requesting a Feasibility Study to decertify a portion of an existing Caltrans property located along the west side of Ball Road, and along the north-bound on-ramp at Ball Road and State Route 57 (SR-57) or the “Orange Freeway” (see Exhibit A). This property is south of OCWD’s parcel number 253-451-07 and adjacent to OCWD’s Burris Basin in the City of Anaheim. The subject property is delineated from the on-ramp with a fence that has long been assumed to be the boundary between OCWD and Caltrans land and is approximately 1.29 acres in size (see Exhibit B).

The purpose of the decertification request is for the potential acquisition of the subject property by OCWD for its continued utilization, which includes use of a portion of the subject property as part of an existing recharge basin, and to determine if the subject property is necessary for Caltrans use in the future. The subject property is landlocked and does not have access to a public street.

Burris Basin (formerly “Burris Pit”) is one of the District’s groundwater recharge basins located in the City of Anaheim (see attached map). Burris Basin is the District’s last downstream recharge basin adjacent to the Santa Ana River (SAR) that receives SAR base and storm water flows before that water would travel out to the ocean. This water percolates into the groundwater aquifers beneath Orange County. The local cities within OCWD pump groundwater from these aquifers to provide approximately 75% of the water supply needed to serve their residents and businesses. To capture SAR base flow and storm flow, water is conveyed into Burris Basin from upstream basins via transfer pipes and flow control structures.

OCWD acquired parcels comprising Burris Basin primarily by condemnation in the 1970s in order to undertake construction to protect properties adjacent to the basin that were at risk due to the steepness and erosion of the basin walls as a result of over excavation by private sand and gravel excavators and flooding by the SAR that had occurred at the time, and to construct a groundwater recharge basin. Work by OCWD included stabilization of the Burris Pit slopes which included a portion of Caltrans land. It is staff's understanding that Encroachment Permit 775-E-778533 was issued by Caltrans to OCWD on April 7, 1975 allowing the District to perform maintenance work and to install a fence on Caltrans property. The Encroachment Permit was subsequently extended to December 31, 1976 and apparently the work was completed.

Subsequently, in the late 1980s, at the southern end of Burris Basin a 15-acre facility was constructed by OCWD that is separated by berms but is hydraulically connected to the entire Burris Basin. The 15-acre facility is maintained by OCWD as part of its Burris Basin recharge operation, and has been leased to Gentry Golf d.b.a. The Islands Golf since December 1991 for use as a golf driving range, located at 14893 Ball Road, Anaheim. This secondary use of the site provides a nice recreational amenity to the residents in this area.

In 2017, upon staff's review of the property boundaries, staff noted that a portion of the 15-acre facility lies within 1.29 acres of land that is owned by Caltrans. Caltrans staff also advised that per their records and right-of-way maps, the 1.29 acres belongs to Caltrans. Additionally, Caltrans has no record of agreements granting the District use of the land, other than the Encroachment Permit issued in 1975. In 2018, OCWD submitted a letter and deposit to Caltrans requesting a Feasibility Study to decertify the subject property.

OCWD has been notified that Caltrans has concluded that a minimum of 90 feet from the existing edge of pavement shall be retained by Caltrans in order to accommodate potential future lane improvements along the north-bound-on-ramp at Ball Road. The attached map provided by Caltrans shows the red hatch mark area that delineates the area that Caltrans has indicated can move forward with the decertification process (Exhibit C), while Caltrans is to retain the remainder, located south of the hatch marked area.

OCWD requests that Caltrans reconsider decertification of the entire 1.29 acres of land for the potential acquisition by OCWD for its continued utilization both as a part of an existing groundwater basin as well as its continued leased use as a golf driving range. It is important to note, a significant portion of the 1.29 acres of land, not included in Caltrans's original decertification approval, is essential to OCWD to provide staff adequate access for ongoing maintenance of Burris Basin recharge operations and the Lessee's golf driving range operations.

Should you have any questions, please feel free to contact me via email at bdosier@ocwd.com or by telephone at (714) 378-3298.

Sincerely,



Bruce C. Dosier
Director of Information Services / Property Management

cc: Adnan Maiah, Caltrans, adnan.maiah@dot.ca.gov
Alma Villanueva, Caltrans, alma.villanueva@dot.ca.gov
Ernesto Martinez, Caltrans, ernesto.martinez@dot.ca.gov
Daniel Park, OCWD, dpark@ocwd.com

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ORANGE COUNTY WATER DISTRICT
ORANGE COUNTY'S GROUNDWATER AUTHORITY

December 30, 2020

Edward Francis
District 12 Right of Way Office Chief
Department of Transportation
Property Management
1750 E. Fourth Street, Suite 100
Santa Ana, California 92705

Via email: Edward.Francis@dot.ca.gov

SUBJECT: Orange County Water District (OCWD) decertification request for Caltrans property located west of Ball Road and along north-bound on-ramp of State Route 57, Anaheim
Caltrans Reference: 12-ORA-57-Ball Road

Mr. Francis,

On April 5, 2018, the Orange County Water District (OCWD) submitted a letter to the California State Department of Transportation (Caltrans) requesting a Feasibility Study to decertify a portion of an existing Caltrans property located along the west side of Ball Road, and along the north-bound on-ramp at Ball Road and State Route 57 (SR-57) or the "Orange Freeway" (see Exhibit A). This property is south of OCWD's parcel number 253-451-07 and adjacent to OCWD's Burriss Basin in the City of Anaheim. The subject property is delineated from the on-ramp with a fence that has long been assumed to be the boundary between OCWD and Caltrans land and is approximately 1.29 acres in size (see Exhibit B).

The purpose of the decertification request is for the potential acquisition of the subject property by OCWD for its continued utilization, which includes use of a portion of the subject property as part of an existing recharge basin, and to determine if the subject property is necessary for Caltrans use in the future. The subject property is landlocked and does not have access to a public street.

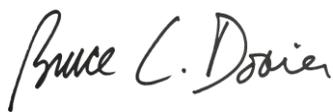
In September 2018, OCWD was notified that Caltrans had concluded that a minimum of 90 feet from the existing edge of pavement should be retained by Caltrans in order to accommodate potential future lane improvements along the north-bound on-ramp at Ball Road. The attached map provided by Caltrans shows the red hatch mark area that delineates the area that Caltrans has indicated can move forward with the decertification process (Exhibit C), while Caltrans is to retain the remainder, located south of the hatch marked area.

In July 2019, OCWD sent a letter to Director Ryan Chamberlain requesting that Caltrans reconsider decertifying the entire 1.29 acres requested. Subsequent to sending the letter to Director Chamberlain, Caltrans and OCWD staffs met (via WebEx) in August 2020 to discuss revised potential decertification areas. Caltrans staff identified three boundaries identifying potential decertification areas: at the 4:1 slope, at the 2:1 slope and along the fence line which delineates the original boundary line requested by OCWD (Exhibit D). These boundary lines were determined by Caltrans staff to accommodate potential future improvements to the north-bound on-ramp at Ball Road. Of course, the ideal boundary line proposed was at the fence line, however, OCWD staff was advised that placing the boundary at the fence line would require potential future work at OCWD's expense at significant cost to construct a new retaining wall for a potential project to improve the on-ramp. The other two boundary lines cut significantly into land utilized by OCWD in operating and providing adequate access for ongoing maintenance of its recharge basin. It is OCWD's understanding that the potential on-ramp improvements at Ball Road are conceptual and not actually a project.

After reviewing the recently proposed decertification boundary lines and because the potential on-ramp expansion is not a planned project, OCWD respectfully requests that Caltrans reconsider decertification of the entire 1.29 acres of land for the potential acquisition by OCWD. Please let me know how we can proceed with the decertification discussion with Caltrans management.

Should you have any questions, please feel free to contact me via email at bdosier@ocwd.com or by telephone at (714) 378-3298.

Sincerely,



Bruce C. Dosier
Director of Information Services / Property Management

Enclosure: Letter dated July 31, 2019 to Director Ryan Chamberlain

cc: Alma Villanueva, Caltrans, alma.villanueva@dot.ca.gov
Daniel Park, OCWD, dpark@ocwd.com

DIRECTORS

DENIS R. BILODEAU, P.E.
JORDAN BRANDMAN
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DINA NGUYEN
KELLY ROWE
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ORANGE COUNTY WATER DISTRICT
ORANGE COUNTY'S GROUNDWATER AUTHORITY

OFFICERS

President
STEPHEN R. SHELDON
First Vice President
CATHY GREEN
Second Vice President
TRI TA
General Manager
MICHAEL R. MARKUS, P.E., D.WRE

June 4, 2021

Ahmed Abou-Abdou
District 12 Acting Right of Way Office Chief
Department of Transportation
Property Management
1750 E. Fourth Street, Suite 100
Santa Ana, California 92705

Via email: Ahmed.Abou-Abdou@dot.ca.gov

SUBJECT: Orange County Water District (OCWD) decertification request for Caltrans property located west of Ball Road and along north-bound on-ramp of State Route 57, Anaheim
Caltrans Reference: 12-ORA-57-Ball Road

Mr. Abou-Abdou,

On April 5, 2018, the Orange County Water District (OCWD) submitted a letter to the California State Department of Transportation (Caltrans) requesting a Feasibility Study to decertify a portion of an existing Caltrans property located along the west side of Ball Road, and along the north-bound on-ramp at Ball Road and State Route 57 (SR-57) or the "Orange Freeway" (see Exhibit A). This property is south of OCWD's parcel number 253-451-07 and adjacent to OCWD's Burris Basin in the City of Anaheim. The subject property is delineated from the on-ramp with a fence that has long been assumed to be the boundary between OCWD and Caltrans land and is approximately 1.29 acres in size (see Exhibit B).

The purpose of the decertification request is for the potential acquisition of the subject property by OCWD for its continued utilization, which includes use of a portion of the subject property as part of an existing recharge basin, and to determine if the subject property is necessary for Caltrans use in the future. The subject property is landlocked and does not have access to a public street.

In September 2018, OCWD was notified that Caltrans had concluded that a minimum of 90 feet from the existing edge of pavement should be retained by Caltrans in order to accommodate potential future lane improvements along the north-bound on-ramp at Ball Road. The attached map provided by Caltrans shows the red hatch mark area that delineates the area that Caltrans has indicated can move forward with the decertification process (Exhibit C), while Caltrans is to retain the remainder, located south of the hatch marked area.

In July 2019, OCWD sent a letter to Director Ryan Chamberlain requesting that Caltrans reconsider decertifying the entire 1.29 acres requested. Subsequent to sending the letter to Director Chamberlain, Caltrans and OCWD staffs met via WebEx in August 2020 to discuss revised potential decertification areas. Caltrans staff identified

three boundaries identifying potential decertification areas: at the 4:1 slope, at the 2:1 slope and along the fence line which delineates the original boundary line requested by OCWD (Exhibit D). These boundary lines were determined by Caltrans staff to accommodate potential future improvements to the north-bound on-ramp at Ball Road. The boundary line requested by OCWD was at the fence line, however, OCWD staff was advised by Caltrans that placing the boundary at the fence line would require potential future work at OCWD's expense at significant cost to construct a new retaining wall for a potential project to improve the on-ramp. The other two boundary lines cut significantly into land utilized by OCWD in operating and providing adequate access for ongoing maintenance of its recharge basin.

After reviewing the proposed decertification boundary lines and because the potential on-ramp expansion was not a planned project, on December 20, 2020, OCWD sent a letter to Edward Francis, District 12 Office Chief of the Office of Right of Way and Right of Way Engineering requesting that Caltrans reconsider decertification of the entire 1.29 acres of land as requested for the potential acquisition by OCWD because it is OCWD's understanding that the potential on-ramp improvements at Ball Road are conceptual and not actually a planned project.

OCWD staff was recently advised that Caltrans has not changed its position on retaining a portion of the 1.29 acres due to projected future needs for on-ramp improvements. OCWD staff reviewed the Caltrans State Highway Operation and Protection Program (SHOPP) Ten-Year Project Book (Fiscal Years 2019/20 – 2028/29) dated January 2021, and the SHOPP identified eleven (11) projects on the 57 Freeway scheduled between 2019/2020 and 2027/2028. Of those eleven projects, five (5) of the projects included MilePost 13.43, which is the closest Caltrans MilePost on the 57 Freeway to Ball Road: SHOPP IDs 18944, 20299, 22196, 19819, 19827, none of which contemplate projects related to the 57 Freeway north-bound on-ramp at Ball Road.

Additionally, OCWD staff reviewed the OCGo and the OCTA LRTP for the 57 Freeway, "Project G projects". Of the seven (7) projects identified in OCGo, five (5) have been completed, leaving 2 remaining OCGo projects, which are also included in the OCTA 2018 LRTP. Of those 2 projects neither are in the vicinity of Ball Road, MilePost 13.43. OCTA's 2018 LRTP also includes an interchange improvement project on the 57 Freeway at Lambert Road which is also not in the vicinity of milepost 13.43.

As it is OCWD's understanding that Caltrans does not have any future highway projects either identified in the SHOPP or through OCTA for the subject property, OCWD respectfully requests that Caltrans reconsider decertification of the entire 1.29 acres of land as requested by OCWD for the potential acquisition by OCWD. Please let me know how we can proceed with the decertification discussion with Caltrans management.

Should you have any questions, please feel free to contact me via email at bdosier@ocwd.com or by telephone at (714) 378-3298.

Sincerely,



Bruce C. Dosier
Director of Information Services / Property Management

Enclosures: Letter dated July 31, 2019 to Director Ryan Chamberlain
Letter dated December 30, 2020 to Edward Francis

cc: Alma Villanueva, Caltrans, alma.villanueva@dot.ca.gov
Daniel Park, OCWD, dpark@ocwd.com

California Department of Transportation

DISTRICT 12
1750 East 4th Street, Suite 100 SANTA ANA, CA 92705
(657) 328-6000 FAX (657) 328-6522 TTY 711
<https://dot.ca.gov/caltrans-near-me/district-12>



March 6, 2024

Bruce C. Dosier
Director of Information Services / Property Management
Orange County Water District
18700 Ward Street
Fountain Valley, California, 92708

Dear Mr. Dosier

We received your letter dated November 14, 2023 and have had several meetings to consider your request to decertify the parcel adjacent to the northbound onramp from Ball Road to State Route 57 (SR-57). Caltrans recognizes that the decertification area discussed is being utilized by OCWD as part of an existing groundwater recharge basin and a golf driving range.

Discussions held within Caltrans continue to justify a need for future on-ramp widening improvements on the SR-57 and the adjoining onramps. Traffic volumes are growing at an average of 2% annually. Caltrans foresees the need to widen the northbound onramp to SR-57 based on this growth, as well as traffic induced by future development in the area.

As a result, we are unable to continue with the decertification process for the Caltrans-owned property. Alma Villanueva will continue to work with you to close out this decertification inquiry.

Sincerely,

A handwritten signature in cursive script that reads 'Lan Zhou'.

Lan Zhou
mc District 12 Director

AGENDA ITEM SUBMITTAL

Meeting Date: March 22, 2024

To: Property Management Committee/
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: No

Budget Amount: \$0

Cost Estimate: \$0

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: STATUS UPDATE ON THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY

SUMMARY

The District owns a vacant 19-acre land parcel in the city of Anaheim, west of Imperial Highway and south of the Santa Ana River. At its May 17, 2023 meeting, the Board of Directors authorized staff to engage Adams Streeter Engineering to develop conceptual cost estimates for road access options based on meetings with the California Department of Transportation (Caltrans), and other key information relevant to the property that may be required to issue a Request for Quote/ Request for Proposals (RFQ/RFP) for potential development of the property. Staff will update the Committee.

Attachment: Letter from Lan Zhou, Caltrans District 12 Director, dated 02/26/24

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

The District owns a 19-acre land parcel in the city of Anaheim (APN 358-291-01) located west of Imperial Highway and south of the Santa Ana River (Property). The Property has access through a gate entrance on the southbound side of Imperial Highway, which passes over a portion of the Santa Ana River Trail. This trail and gate are maintained by the County of Orange, and the District has limited access to the Property for maintenance purposes, as outlined in a Grant Deed transfer in 1973 that conveyed portions of District land to Caltrans. Staff has contacted Caltrans regarding site access and the approval process for a potential tenant to obtain access rights from Imperial Highway to the Property, however this has been inconclusive.

The Property was previously leased by Sunny Slope to operate a wholesale container tree nursery and is currently vacant. At its November 16, 2022 meeting, the Board authorized staff to engage the services of Voit for six months to market the Property and seek other tenants as appropriate. Voit had a number of inquiries on the Property, however site was and continues to be an issue for most potential tenants and their intended use. Although the agreement with Voit terminated on May 31, 2023, as of recent communication with Mike Hefner, Voit Executive Vice President, Voit continues to receive inquiries for the site.

At its May 17, 2023 meeting, the Board authorized an agreement with Adams Streeter

Engineering to prepare a Site Development Analysis of the District's Imperial Highway property to include 1) development of key information about the Property to explore issuing an RFQ/RFP for potential future development (this information includes analyzing the property boundary, plotting existing easements, researching storm drains, sewer, water, and utilities, preparing grading, drainage, and water quality plans), and 2) development of high-level conceptual access options to the Property, meet with Caltrans and City of Anaheim staff to review and solicit feedback regarding the Property access concepts.

Staff continued to reach out to Caltrans staff to schedule a meeting to review and solicit feedback regarding Property access concepts. Caltrans staff requested an overview of the concepts in writing and staff provided a letter dated January 4, 2024 addressed to District 12 interim director Mario Orso with an overview of the access concepts.

At the January 2024 committee meeting, staff updated the Committee that as of that date, no meeting had yet been scheduled with Caltrans. Director Weigand suggested contacting Assemblyperson Chen's and State Senator Min's offices for assistance in meeting with Caltrans to discuss the property, as it is in their districts. Staff reached out to both legislative offices and, as a result, was contacted by the Caltrans Chief of Staff, Legislative Affairs, who contacted the District 12 staff. This resulted in a letter responding to staff's letter in which the new District 12 Director, Lan Zhou, responded that...

...the inability to overcome the limitations posed by access control appears to render the options to gain access from SR-90 infeasible". Further, the project scope would require substantial construction and modification of structures, including the bridge over the SAR, to incorporate deceleration and acceleration lanes serving the entrance to the property. In addition, substantial grading must be done on-site to address sight distance concerns. SR-90, from Santa Ana Canyon Road to Kellogg Road, has no intersections where U-turns are permitted, making wayfinding in and out of the parcel a challenge.

Caltrans Director Zhou advised that they are open to discuss this further and staff has requested to do so. As of this date, there is no meeting scheduled yet.

Once Adams Streeter completes its report, staff will return to the Committee for Board approval to issue an RFP/RFQ for development services. Subsequently, staff will return to the Committee with the RFP/RFQ responses.

Staff will update the Committee.

Summary of Prior Steps Taken:

October 2022 Sunnyslope Trees notifies the District that it will vacate property December 1, 2022

November Voit hired to market the property for lease

December Sunnyslope vacated the property

May 2023 Agreement approved with Adams Streeter for Site Development analysis.

Agreement with Voit terminated May 31

June Adams Streeter began work on boundaries and aerial survey of the property.

July Adams Streeter continues working on boundaries – seeking clarification from Title Company

October Title Company revises Preliminary Title Report (PTR) – provides update to boundary and ownership

November Adams Streeter revising aerial survey of property
Title Company revises Preliminary Title Report (PTR) – provide another update to boundary and ownership (clarified overlapping boundaries)

Meeting with City of Anaheim staff to discuss potential access options

January 2024 Letter sent to Interim Caltrans Director requesting meeting to discuss Property access.

February 2024 Reached out to Assemblyperson Chen and State Senator Chin's offices for assistance in meeting with Caltrans.

March 2024 Letter received from Caltrans Director Lan Zhou

PRIOR RELEVANT BOARD ACTION(S)

5/17/2023, R23-05-61: Authorize the General Manager to negotiate and execute an agreement with Adams Streeter to prepare a Site Development Analysis of the District's Imperial Highway property to include 1) development of key information about the Property, and 2) development of high-level conceptual access options to the Property, meet with Caltrans and City of Anaheim staff to review and solicit feedback regarding the Property access concepts; at a cost not to exceed \$73,550

3/15/2023, M23-33: Authorize staff to engage an engineering firm to provide conceptual cost estimates for the access options and to develop key information about the Property

11/16/2022, M22-116: Authorize staff to engage the services of Voit Real Estate Services to

market the property being vacated by Sunny Slope Tree Farm for Lease

LOCATION MAP



K:\GIS\GISDataStore\OCWD\Property\Management\DanP\MXD\SunnySlopeTreeFarm_APN358-291-01.mxd (5/5/2022)



- OCWD Owned Parcel (APN 358-291-01)
- Sunny Slope Tree Farm Leased Area

Sunny Slope Tree Farm Co.
OCWD Lease APN 358-291-01

SOURCE: OCWD (05/2022); OCPW (2021)

California Department of Transportation

DISTRICT 12

1750 East 4th Street, Suite 100 SANTA ANA, CA 92705

(657) 328-6000 FAX (657) 328-6522 TTY 711

<https://dot.ca.gov/caltrans-near-me/district-12>

February 26, 2024

Bruce C. Dosier
Director of Information Services / Property Management
Orange County Water District
18700 Ward Street
Fountain Valley, California, 92708

Dear Mr. Dosier

Caltrans has received your letter dated January 4, 2024, regarding Orange County Water District's (OCWD) proposals to access the 9-acre land parcel in Anaheim (APN 358-291-01) located west of Imperial Highway, south of the Santa Ana River (SAR) and adjacent to the 91 Freeway (Property). The letter contains three proposals that include access from SR-90 and one accessing from City of Anaheim public streets via a bridge over the SAR.

The frontage along SR-90 is restricted by access control along the property line. This is intended to preclude access to the highway which may be detrimental to the operation of the highway and interchange with SR-91 and is consistent with standards articulated in the Caltrans Highway Design Manual (HDM). Removal of the access control is a complex process requiring Caltrans District 12 and Headquarters approval of exceptions to HDM Standards and Caltrans policies and necessitates action by the California Transportation Commission. Additionally, any work within Caltrans right of way will require an encroachment permit.

The inability to overcome the limitations posed by access control appears to render the options to gain access from SR-90 infeasible. Further, the project scope would require substantial construction and modification of structures, including the bridge over the SAR, to incorporate deceleration and acceleration lanes serving the entrance to the property. In addition, substantial grading must be done on-site to address sight distance concerns. SR-90, from Santa Ana Canyon Road to Kellogg Road, has no intersections where U-turns are permitted, making wayfinding in and out of the parcel a challenge.

Caltrans staff would welcome the opportunity to discuss this matter in greater detail with you and your staff. Please contact Alma Villanueva at (949) 279-9360 to arrange a meeting.

Sincerely,

A handwritten signature in blue ink that reads 'Lan Zhou'.

Lan Zhou

MC District 12 Director

AGENDA ITEM SUBMITTAL

Meeting Date: March 22, 2024

To: Property Management Committee/
Board of Directors

From: John Kennedy

Staff Contact: J. Kennedy / B. Dosier

Budgeted: N/A

Budgeted Amount: N/A

Estimated Revenue: 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: STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT

SUMMARY

The city of Anaheim (City) is planning the OC River Walk project that would be adjacent to and within the Santa Ana River between approximately Ball Road and Orangewood Avenue. The City's project goals include increasing public access and connectivity via new walking and bike trails, economic growth, enhancing aesthetics, and providing access to the river and includes constructing two inflatable rubber dams in the river to create two water features. The City and the District are negotiating a Cooperative Agreement. Staff will provide an update.

RECOMMENDATION

Informational.

BACKGROUND/ANALYSIS

The City is interested in the potential to impound water in the river with two new inflatable dams, similar in type to the District's existing inflatable rubber dams. The concept being assessed by the City would locate a new inflatable dam in the river between the 57-freeway crossing and the railroad crossing that enters the ARTIC station and one dam farther downstream.

Figure 1 provides the precise location of the two dams. Most of the project area is on the Orange County Flood Control District property in the riverbed. The upper portion of the project area, north of the railroad crossing adjacent to the former Ball Road Recharge Basin, is on District property.

At the May 26, 2023, Property Committee meeting, staff was directed to work towards developing a Memorandum of Understanding (MOU) with the City sooner than later to allow the District and City to completely understand each agency's obligations with this unique project. Staff transmitted key deal points for the MOU on June 2, 2023, to the City who is taking the lead in preparing the MOU document and the City sent a draft Cooperative Agreement to District staff on August 31.

Based on direction by the Board of Directors at its May 26, 2023 and December 22 meeting, staff revised the draft Cooperative Agreement provided by the City and submitted it to the City on January 10, 2024.

Staff will update the Committee.

Figure 1 – Area of Potential Impoundment Area in Santa Ana River



PRIOR RELEVANT BOARD ACTION(S) N/A

AGENDA ITEM SUBMITTAL

Meeting Date: March 22, 2024

To: Property Management Committee/
Board of Directors

From: John Kennedy

Staff Contact: K. O'Toole / L. Haney

Budgeted: N/A

Budget 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: STATUS UPDATE ON PLANNING REMEDIATION OF FORMER PRADO SHOOTING AREAS

SUMMARY

The District has been collaborating with the Department of Toxic Substances Control (DTSC) to address contamination at the former shooting areas at Pigeon Hill and the Former Clay Target Range in Prado Basin. OCWD's proposed solution involves consolidating contaminated materials from both sites into a Corrective Action Management Unit (CAMU) structure at Pigeon Hill, necessitating the transportation of materials across Prado Basin. This update provides information on the project's status and outlines recent and forthcoming action steps.

RECOMMENDATION

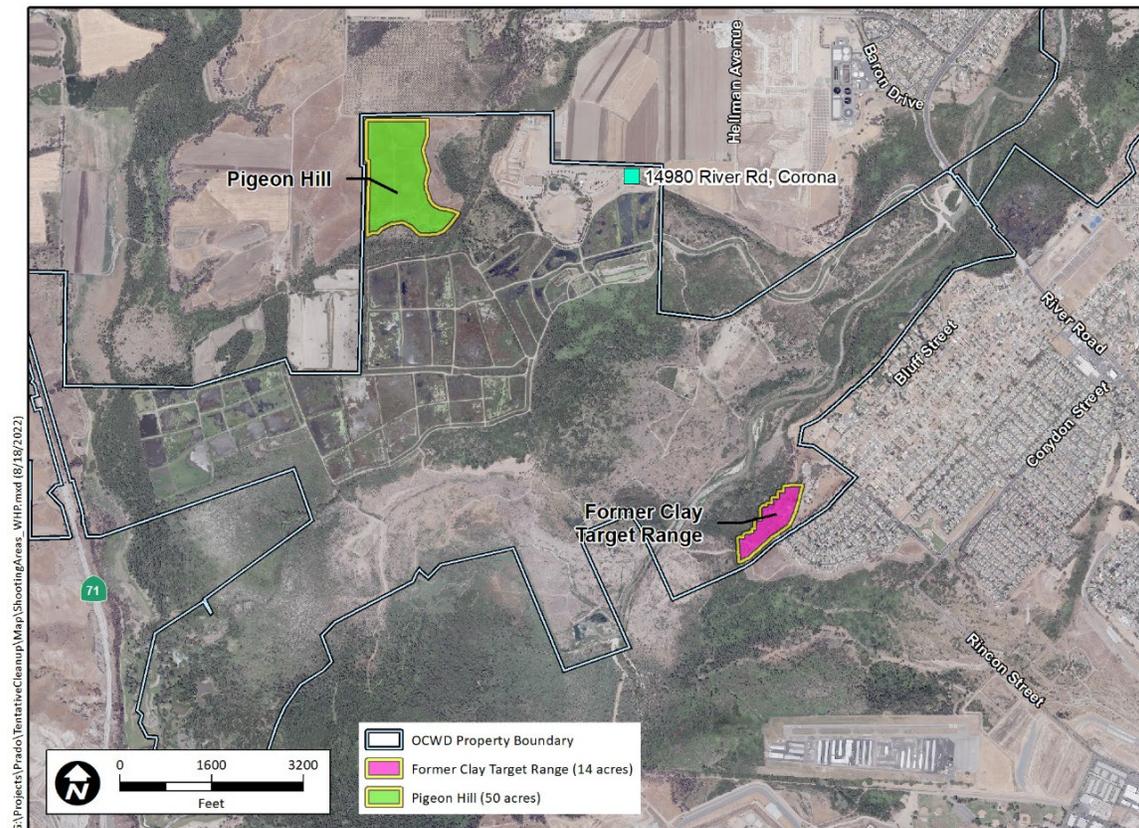
Informational

DISCUSSION/ANALYSIS

The Remedial Investigation / Feasibility Study (RI/FS) for the former shooting areas in Prado Basin was completed in April 2022, and approved by DTSC. In June 2022, the Board identified waste consolidation in a Corrective Action Management Unit (CAMU) at the Pigeon Hill site with remediation that would allow unrestricted land use at the Former Clay Target Range (FCTR) site as the identified preferred remedy for the former Prado Shooting area.

Figure 1 shows the locations of the former shooting areas addressed by the remedy identified in the RI/FS.

Figure 1
Location Map for Pigeon Hill and Former Clay Target Range Sites



In late 2022, during the early stages of the development of the Remedial Action Plan (RAP), DTSC notified District staff that the identified preferred remedy may not be permissible under the CAMU regulations since the proposed haul route from FCTR to Pigeon Hill would include some transportation of contaminated material off OCWD owned property. The preferred haul route requires the use of established dirt roads on US Army Corp of Engineers (USACE) property to cross Mill Creek and the Santa Ana River.

As a solution, DTSC identified specific regulatory obligations and environmental considerations that could allow OCWD to implement the preferred remedy. These regulations require OCWD to have temporary exclusive use of the haul route on USACE property during the time of construction.

Since this meeting, OCWD has briefed the USACE on the new requirements and has secured a verbal agreement to have sole access to portions of the haul route on USACE property during the hauling portion of the project. In addition, lockable gates have been identified that will be secured during hauling to physically restrict access.

At the November 2023 committee meeting, staff updated the Board of the submission of a technical memo to DTSC, summarizing the proposed haul route, methodologies for obtaining exclusive access on USACE property, and justification for determining the proposed haul route is superior to alternatives on only OCWD property.

In December 2023, DTSC provided concurrence on OCWD's technical memo. In DTSC's response they indicated that they require written documentation of exclusivity from USACE before they can approval the Remedial Action Plan.

Staff will update the Committee.

PRIOR RELEVANT BOARD ACTIONS

9/7/2022,R22-9-123 - 1) Authorize the General Manager to negotiate and execute Amendment No. 1 to the District's agreement with the Department of Toxic Substances Control Authorize to update the scope of work for preparation of the Remedial Action Plan, DTSC's Community Participation process, and revise the boundaries of the site; Authorize preparation of a Remedial Action Plan for the remediation of the Former Clay Target Range and Pigeon Hills area; and Approve and authorize execution of Amendment No. 7 to Agreement No. 1321 with AECOM to prepare a Remedial Action Plan for the Former Clay Target Range and Pigeon Hill area for an amount not to exceed \$155,048

6/1/2022, R22-6-67 - 1) Identify Alternative 4 (waste consolidation at Pigeon Hill site) with Land Use Scenario C (unrestricted land use at entire Former Clay Target Range site) as the tentatively identified preferred remedy, subject to completion of environmental documentation; and 2) Approve and authorize execution of Amendment No. 6 to Agreement No. 1321 with AECOM to prepare an Initial Study/Mitigated Negative Declaration for the former Prado shooting areas Pigeon Hill and Former Clay Target Range for an amount not to exceed \$94,128

9/15/2021, R21-9-143 - Approve and authorize execution of Amendment No. 5 to Agreement No. 1321 with AECOM to prepare an updated RI/FS for the former Prado shooting areas for an amount not to exceed \$87,998.

12/16/2020, R20-12-165 - Authorize approval of Amendment No.4 to Agreement No. 1321 with AECOM to conduct additional field sampling for an amount not to exceed \$74,411; authorize reimbursement for Department of Toxic Substances Control oversight expenses for the period from July 1, 2020 to June 30, 2021 for an amount not to exceed \$62,752

5/6/2020, R20-5-55 - Approving Amendment No. 3 to Agreement No. 1321 with AECOM to support a Supplemental Remedial Investigation, Focused Remedial Investigation/Feasibility Study and Remedial Action Plan for the Prado Shooting Areas for an amount not to exceed \$215,937.

9/18/19, M19-122 - Authorize \$67,068 additional funding for finalization of the risk assessment and waste consolidation plan at the Prado Shooting Range to be paid as follows: DTSC \$42,268 and AECOM \$24,800.

10/7/2015, R15-10-141 - Authorize the General Manager to finalize negotiations and execute an Agreement with AECOM Technical Services Inc. for an amount not to exceed \$222,938 for a focused remedial investigation and feasibility study of the Prado shooting areas

7/1/15, M15-104 - Authorize issuance of a revised Request for Proposals for a Focused Remedial Investigation & Feasibility Study of the Prado Shooting Areas (to include a 20-year and 30-year study period).

02/04/15, M15-22, Authorizing Board President to appoint Property ad hoc Committee to review issues related to Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises.