AGENDA

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

PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
Friday, June 27, 2025 – 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 **July 16, 2025** 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
20 Civic Center, Santa Ana
303 W. Commonwealth Ave., Fullerton
5600 Lindero Canyon Rd, Westlake Village
6158 E Baja Dr, Anaheim
19 Cannery, Buena Park
1502 N Broadway, Santa Ana
* 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. 1-3)

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 MAY 9, 2025

   RECOMMENDATION: Approve minutes as presented

2. AMENDMENT TO DUCK HUNTING LEASE WITH PRADO BASIN DUCK CLUB

   RECOMMENDATION: Agendize for July 16 Board meeting: Approve and authorize execution of Amendment Twenty to the lease with Prado Basin Duck Club to extend the duck hunting concession on District property in the Prado Basin for the 2025-26 season, with a new expiration date of June 30, 2026

3. LICENSE AGREEMENT WITH USACE FOR INSTALLATION OF WATER LEVEL SENSORS/DATALOGGERS IN THE PRADO BASIN

   RECOMMENDATION: Agendize for July 16 Board meeting: Authorize the General Manager to execute a 5-year license agreement with USACE for datalogger installation in the Prado Basin

MATTER FOR CONSIDERATION

4. AMENDMENT TO DUCK HUNTING LEASE AND CONSENT TO PRADO POND MAINTENANCE WITH ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES

   RECOMMENDATION: Agendize for July 16 Board meeting: Approve and authorize execution of Amendment Twenty-Four to Lease and Consent to Prado Pond Maintenance with Elaine Raahauge, d.b.a. Mike Raahauge Shooting Enterprises (MRSE) to extend the duck hunting concession on District property in the Prado Basin for the 2025-26 season, with a new expiration date of June 30, 2026 and allows MRSE to perform maintenance to the Prado Ponds

INFORMATIONAL ITEMS

5. STATUS UPDATE ON THE CITY OF ANAHEIM'S PROPOSED OC RIVER WALK PROJECT

6. STATUS UPDATE REGARDING THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY

7. STATUS UPDATE ON PLANNING OF IN-PLACE REMEDIATION FOR THE PRADO LEAD REMEDIATION PROJECT

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE JULY 16 BOARD MEETING

DIRECTORS' COMMENTS/REPORTS

GENERAL MANAGER'S COMMENTS/REPORTS

ADJOURNMENT

PROPERTY MANAGEMENT COMMITTEE

Committee Members

Steve Sheldon - Chair
Natalie Meeks - Vice Chair
Fred Jung
Roger Yoh
Cathy Green

Alternates

Dina Nguyen - Alternate 1
Valerie Amezcua - Alternate 2
Van Tran - Alternate 3
Erik Weigand - Alternate 4
Denis Bilodeau - 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
May 9, 2025 @ 12:00 p.m.

Director Sheldon 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
Natalie Meeks
Fred Jung
Roger Yoh
Cathy Green

Alternates
Dina Nguyen
Valerie Amezcua (absent)
Van Tran
Erik Weigand
Denis Bilodeau

OCWD Staff
John Kennedy, General Manager
Bruce Dosier, Director of IS/Property Management
Daniel Park, Property Manager
Kevin O'Toole, Principal Planner
Jeremy Jungreis, General Counsel
Christina Fuller, District Secretary

CONSENT CALENDAR (ITEM NO. 1)

The Consent Calendar was approved upon motion by Director Green, seconded by Director Meeks, and carried [5-0] as follows:
Ayes: Sheldon, Meeks, Jung, Yoh, Green

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held March 28, 2025 were approved as presented.

MATTER FOR CONSIDERATION

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

Bruce Dosier, Director of IS/Property Management, stated that at the March Property meeting, the Committee requested having a broader discussion about moving forward with the Property, such as issuing a Request for Information to see what other concepts may exist in the market. He recalled that the Board authorized staff to hire an engineering firm to review access options from Imperial Highway, develop geometric designs of those options, and evaluate impacts on traffic loads based on those options. He advised that staff reached out to several engineering firms and received proposals from Pirzadeh and Associates and from Dudek that included a traffic analysis of the options whereas the Pirzadeh proposal did not. After a lengthy discussion, staff was directed to move forward with the Dudek proposal.

INFORMATIONAL ITEMS

3. Status Update on the City of Anaheim's Proposed OC River Walk Project

Mr. Dosier recalled that 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. He stated that 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. He advised that the City and the District are still negotiating a Cooperative Agreement. City of Anaheim Parks Manager JJ Jimenez provided an update on project benefits, Phase 1 design, construction documents, EIR timeline and next steps for the City and the District.

4. Status Update on Planning of In-Place Remediation for the Prado Lead Remediation Project

Senior Planner Kevin O'Toole recalled that the District is working with the Department of Toxic Substances Control (DTSC) to address soil contamination at former shooting areas at Pigeon Hill and the Former Clay Target Range in Prado Basin. He noted that the Board directed staff to pursue In-Place Remediation and approved an updated scope of work and budget to complete the planning of this project. He advised that staff is finalizing the process of remediation and detailed the new corrective action management unit (CAMU) location and size, roughly 1.8 acres. He advised that staff met with DTSC in April and reviewed the High Level Schedule noting that Remediation is scheduled to occur in July 2026.

5. Quarterly Report on Leases and Permits/Licenses for the Period Ending March 31, 2025

Property Manager Daniel Park stated the report was in the packet.

ADJOURNMENT
There being no further business to come before the Committee, the meeting was adjourned at 1:10 p.m.

_____
Steve Sheldon, Chair

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AGENDA ITEM SUBMITTAL

Meeting Date: June 27, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: N/A
Budgeted Amount: N/A
Revenue Estimate: $20,116
Funding Source: N/A
Program/ Line Item No. N/A
General Counsel Approval: Yes
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: AMENDMENT TO DUCK HUNTING LEASE WITH PRADO BASIN DUCK CLUB

SUMMARY

The District has a lease agreement with Prado Basin Duck Club (PBDC), for approximately 66 acres in the lower Prado Basin duck ponds. The lease is set to expire on June 30, 2025. Kelly Astor, President of PBDC, has requested a one-year extension, through June 30, 2026.

Attachment: Amendment Twenty to Lease with Prado Basin Duck Club

RECOMMENDATION

Agendize for July 16 Board meeting: Approve and authorize execution of Amendment Twenty to the lease with Prado Basin Duck Club to extend the duck hunting concession on District property in the Prado Basin for the 2025-26 season, with a new expiration date of June 30, 2026.

BACKGROUND/ANALYSIS

On May 21, 2003, the District entered into a lease agreement with PBDC, to operate a duck hunting concession on 66 acres in the lower Prado Basin duck ponds. The agreement includes a 3% annual rent increase and a provision approved by the Board on June 7, 2006, that reduces the monthly rent to $200 if duck hunting cannot take place in any given month.

With the current lease set to expire on June 30, 2025, Mr. Astor has requested a one-year extension. Staff recommends that the lease be extended through June 30, 2026, with a 3% rent increase, raising the annual rent from $19,530 to $20,116. As in previous years, the annual rent will be paid in two equal installments, on October 15 and December 1.

PRIOR RELEVANT BOARD ACTION(S)

5/15/24, R24-5-56, Approve Amendment Nineteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2023/24 duck hunting season with a new expiration date of June 30, 2025.

6/07/23, R23-6-74, Approve Amendment Eighteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2022/23 duck hunting season with a new expiration date of June 30, 2024.

6/15/22, R22-6-71, Approve Amendment Seventeen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2022/23 duck hunting season with a new expiration date of June 30, 2023.

7/7/21, R21-7-103, Approve Amendment Sixteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2021/22 duck hunting season with a new expiration date of June 30, 2022.

6/3/20, R20-6-68, Approve Amendment Fifteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2020/21 duck hunting season with a new expiration date of June 30, 2021.

7/17/19, R19-7-99 , Approve Amendment Fourteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2019/20 duck hunting season with a new expiration date of June 30, 2020.

7/18/18, R18-7-76, Approve Amendment Thirteen to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2018/19 duck hunting season with a new expiration date of June 30, 2019.

7/5/17, R17-7-95, Approve Amendment Twelve to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2017/18 duck hunting seasons with a new expiration date of June 30, 2018, and to provide that the Lessee pay an amount up to $8,000 per year for vector control costs.

3/15/17, M17-44, Approved an increase of $90,000 to the Prado Wetlands General Fund budget for mosquito abatement at the Prado Wetlands

6/15/16, R16-6-72, Approve Amendment Eleven to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2016/17 duck hunting seasons with a new expiration date of June 30, 2017.

7/1/15, R15-7-92, Approve Amendment Ten to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2015/16 duck hunting seasons with a new expiration date of June 30, 2016.

6/4/14, R14-6-79, Approve Amendment Nine to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2014/15 duck hunting seasons with a new expiration date of June 30, 2015.

7/10/13, R13-7-82, Authorizing Amendment Eight to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2013/14 duck hunting seasons with a new expiration date of June 30, 2014.

6/6/12, R12-6-61, Approve Amendment Seven to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2012/13 duck hunting seasons with a new expiration date of June 30, 2013.

6/1/11, R11-6-83, Approve Amendment Five to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2011/12 duck hunting seasons with a new expiration date of June 30, 2012.

6/2/10, R10-6-87, Approve Amendment Five to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2010/11 duck hunting seasons with a new expiration date of June 30, 2011.

6/3/09, R09-6-101, Approve Amendment Four to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2009/10 duck hunting seasons with a new expiration date of June 30, 2010.

6/4/08, R08-6-84, Approve Amendment Three to Lease with Prado Basin Duck Club to extend lease for a duck hunting concession on District Property at Prado Basin for the 2008/09 duck hunting seasons with a new expiration date of June 30, 2009.

6/7/06, R06-6-71, Authorizing lease renewal with Prado Basin Duck Club with a new Expiration Date of June 30, 2008 and a rent adjustment provision to provide that in the event that duck hunting cannot occur in a calendar month, the rent is adjusted to $200 for each month in which duck hunting did not occur.

5/19/04, R04-5-61, Two year renewal of Lease with Prado Basin Duck Club with a new Expiration Date of June 30, 2006.

5/21/03, R03-5-71, Lease granted to Prado Basin Duck Club for duck hunting in lower Prado Basin for the 2003/04 duck hunting season at a rent of $10,500.

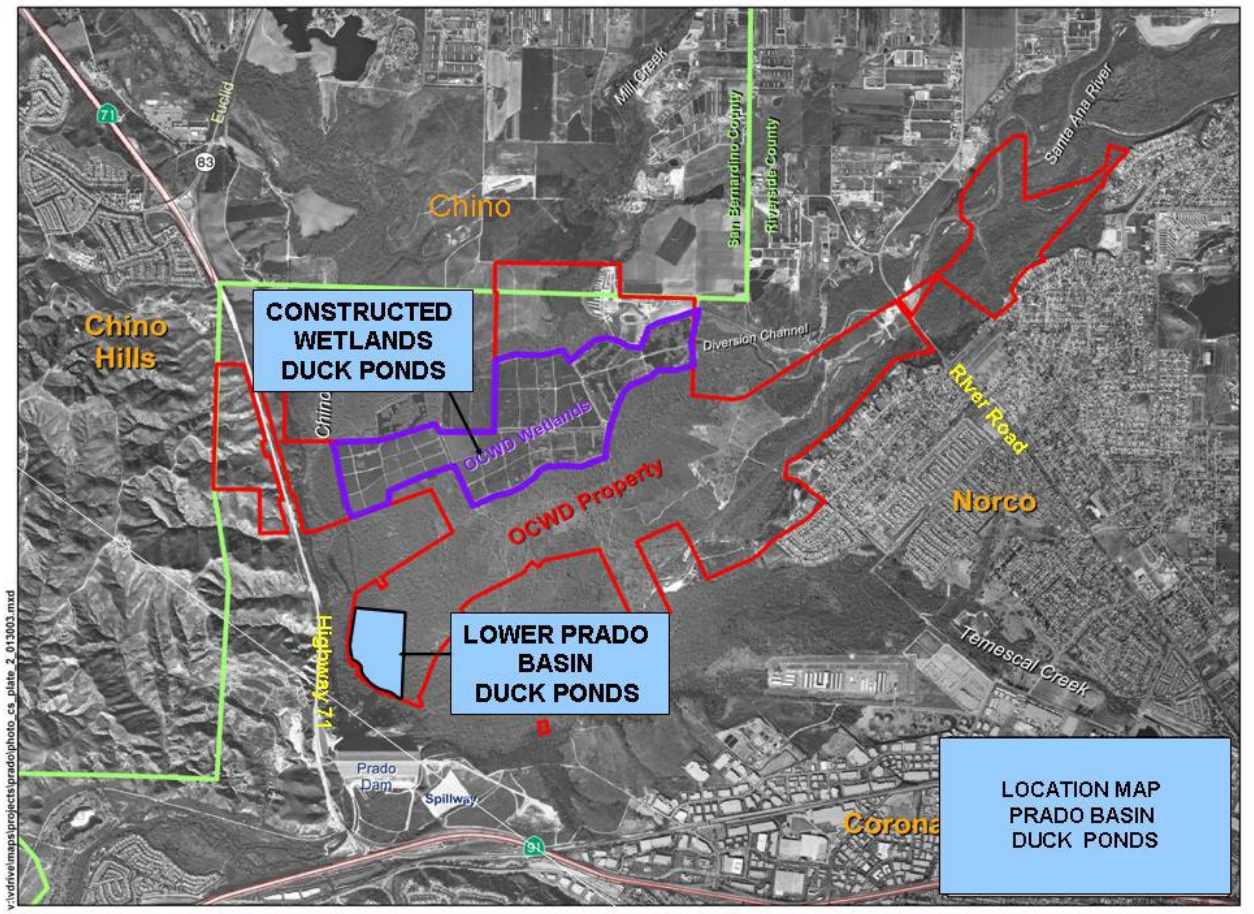
11/20/02, R02-11-169, Consent to Assignment of Interest of Duck Hunting Permit with John Kelly Astor d.b.a. Prado Basin Duck Club to Prado Basin Duck Club, a California Corporation.

10/16/02, R02-10-147, Authorize issuance of a permit to John Kelly Astor d.b.a. Prado Basin Duck Club to operate a Duck Hunting Concession in the Lower Prado Basin Duck Ponds for the one-year period of October 16, 2002 through October 15, 2003 for a fee of $10,000 and report back to the Committee with at the end of the duck hunting season with the results of the duck hunting season.

12/19/01, R01-12-190, Authorize issuance of a Temporary Open Water Permit to John Kelly Astor for Duck Hunting in Lower Prado Basin for a fee of $5,000 ending January 21, 2002.

11/19/01 M01-227 - Refer consideration of issuance of Duck Hunting Lease with John Kelly Astor and/or Implementation of Waterfowl Hunting Program with the State of California Department of Fish and Game in Lower Prado Basin in which unauthorized duck ponds have been constructed is hereby referred back to staff for further analysis.

Location Map



AMENDMENT TWENTY TO LEASE

THIS AMENDMENT is made and entered into this 16th day of July, 2025 by and between the **ORANGE COUNTY WATER DISTRICT**, a political subdivision of the State of California organized under Chapter 924 of the Statues of 1933, as amended (hereinafter, the "Lessor") and **PRADO BASIN DUCK CLUB**, a California corporation (hereinafter, the "Lessee").

RECITALS

WHEREAS, on May 21, 2003, Lessor and Lessee entered into a written Lease of real property (hereinafter, the "Lease") for the purpose of operating a duck hunting concession on certain lands owned by Lessor in Prado Basin on an annual rent basis of $10,500 with an annual 3% rent adjustment with an expiration date of June 30, 2004;

WHEREAS, on May 19, 2004, Lessor granted Lessee an extension of the Lease for two years to a new Expiration Date of June 30, 2006;

WHEREAS, on June 7, 2006, Lessor granted Lessee an extension of Lease for two years to a new Expiration Date of June 30, 2008 and a rent adjustment provision to provide that in the event that duck hunting cannot occur in a calendar month, the rent is adjusted to $200 for each month in which duck hunting did not occur;

WHEREAS, Lessor and Lessee have subsequently amended said Lease for one-year extensions annually**;**

WHEREAS, on June 5, 2017, Lessor granted Lessee an extension of Lease for one year to a new expiration of June 30, 2018, and to provide that the Lessee pay an amount up to $8,000 per year for vector control costs;

WHEREAS, on July 18, 2018, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2019;

WHEREAS, on July 17, 2019, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2020;

WHEREAS, on June 3, 2020, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2021;

WHEREAS, on July 7, 2021, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2022;

WHEREAS, on June 15, 2022, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2023;

WHEREAS, on June 7, 2023, Lessor granted Lessee an extension of Lease for one additional year to a new expiration of June 30, 2024;

WHEREAS, on May 15, 2024, Lessor granted Lessee an extension of Lease for one additional

year to a new expiration of June 30, 2025;

WHEREAS, both Lessee and Lessor wish to extend the Lease for one additional year to a new expiration of June 30, 2026.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing recitals and the terms, covenants and conditions hereinafter contained, the parties do hereby agree as follows:

1. The Expiration Date in Lease Paragraph 1.2 (Original Lease Term) is hereby extended to June 30, 2026.

2. Each and every other term, covenant and condition of the Lease not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease as of the day and year first hereinabove written.

"LESSOR"

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP.

By: _____
General Counsel for
Orange County Water District

ORANGE COUNTY WATER DISTRICT,
a political subdivision of the State of California organized under Chapter 924 of the Statues of 1933, as amended

By: _____
Denis Bilodeau, President

By: _____
John Kennedy, General Manager

"LESSEE"

PRADO BASIN DUCK CLUB,
a California corporation

By: _____
Shawn Goldsberry, President

AMEND20 - ASTOR 6-13-25

AGENDA ITEM SUBMITTAL

Meeting Date: June 27, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: L. Haney/A. Hutchinson

Budgeted: N/A
Budgeted Amount: N/A
Cost Estimate: $0
Funding Source: N/A
Program/ Line Item No. N/A
General Counsel Approval: Yes
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: **LICENSE AGREEMENT WITH USACE FOR INSTALLATION OF WATER LEVEL SENSORS/DATALOGGERS IN THE PRADO BASIN**

SUMMARY

OCWD is working closely with the U.S. Army Corps of Engineers (USACE) to implement Forecast Informed Reservoir Operations (FIRO) at Prado Dam. In collaboration with the City of Corona, OCWD and USACE have developed a monitoring plan to install two water level sensors equipped with dataloggers that transmit real-time data to the cloud. This data will help identify potential sources of flooding that may affect the Corona Airport—an important consideration as USACE evaluates raising the water conservation pool to 510 ft or 512 ft. USACE has issued a five-year license agreement allowing installation of the sensors on USACE property.

Attachments: USACE Transmittal Letter, License Agreement, and Certificate of Authority

RECOMMENDATION

Agendize for July 16 Board Meeting: Authorize the General Manager to execute a 5-year license agreement with USACE for datalogger installation in the Prado Basin.

DISCUSSION/ANALYSIS

OCWD is partnering with the U.S. Army Corps of Engineers (USACE) to implement Forecast Informed Reservoir Operations (FIRO), aiming to expand the water conservation pool at Prado Dam. Recently, the USACE granted OCWD a five-year minor deviation, allowing the pool's maximum elevation to increase to 508 ft. This temporary change enables FIRO testing and serves as a bridge while USACE updates its Water Control Manual (WCM). As part of this update, USACE is evaluating a potential long-term increase to either 510 ft or 512 ft.

A key concern with raising the pool to 512 ft is the potential flooding risk to the Corona Municipal Airport, which begins experiencing impacts at elevation 514 ft.

Several factors can contribute to flooding at the airport:

- Heavy local rainfall may cause runoff to accumulate at the lower end of the property.

- Runoff from nearby Temescal Creek can pool near the runway and worsen drainage issues.

- Flow from the Santa Ana River may be redirected toward the airport, potentially due to a large stand of Arundo Donax altering river flow patterns.

To better understand these drainage dynamics, OCWD, in collaboration with USACE and the City of Corona, has developed a plan to install two water level sensors in the Prado Basin. These sensors will monitor water levels in real time and help assess potential flooding triggers.

Figure 1 illustrates the sensor and datalogger setup. The data will be transmitted to the cloud, accessible by USACE, OCWD, and the City of Corona.

Figure 2 shows the first sensor location—near the Santa Ana Regional Interceptor (SARI) line maintenance road—secured to a tree in a steel pipe enclosure. This sensor will monitor levels above elevation 505 ft. The second sensor, shown in Figure 3, will be mounted on a fence post at the lower end of the Corona Airport to track local flooding and water levels approaching 514 ft.

This monitoring effort will provide key insights into how the conservation pool elevation affects various areas within the Prado Basin and inform strategies to mitigate localized flooding at the airport.

Staff recommends the Board authorize the General Manager to execute a five-year license agreement with USACE for the installation of these dataloggers. While OCWD reimbursed USACE for initial staff time to prepare the agreement, there are no ongoing costs during the term of the license.

PRIOR BOARD ACTION(S)

N/A

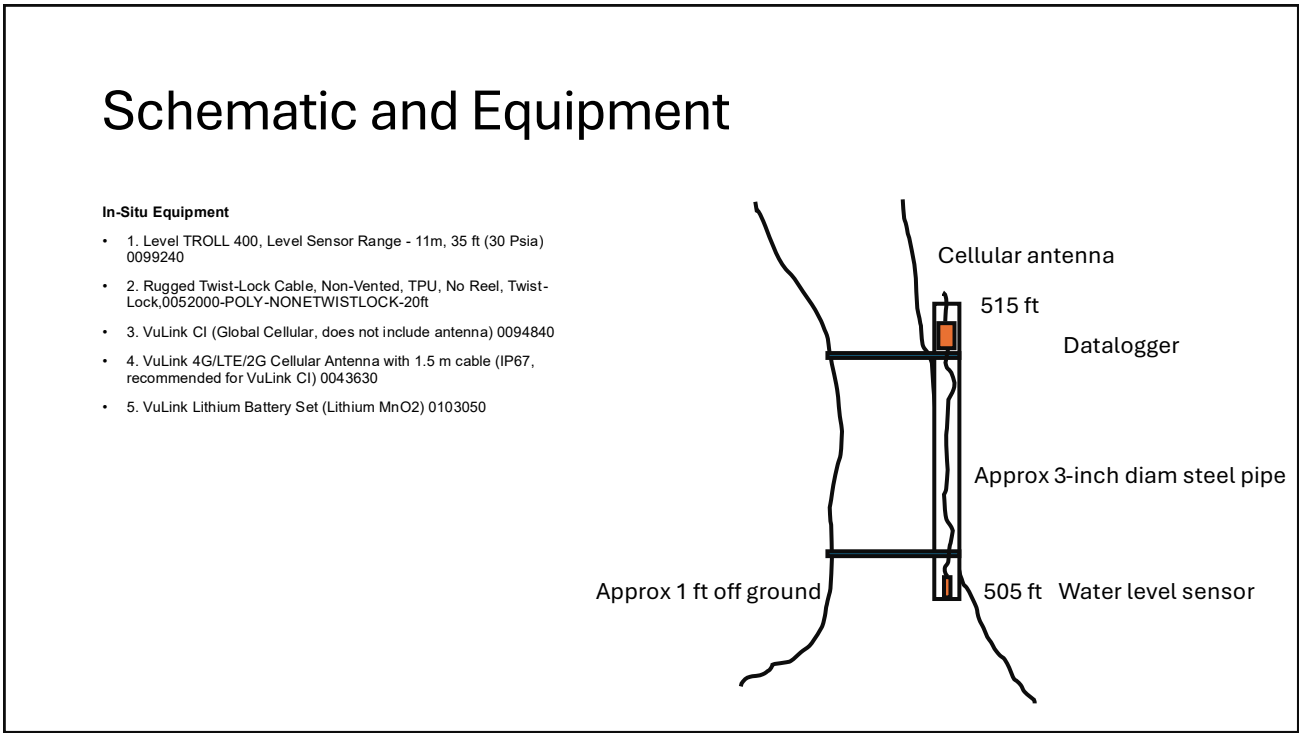


Figure 1. Schematic of Water Level Sensor/Datalogger Installation

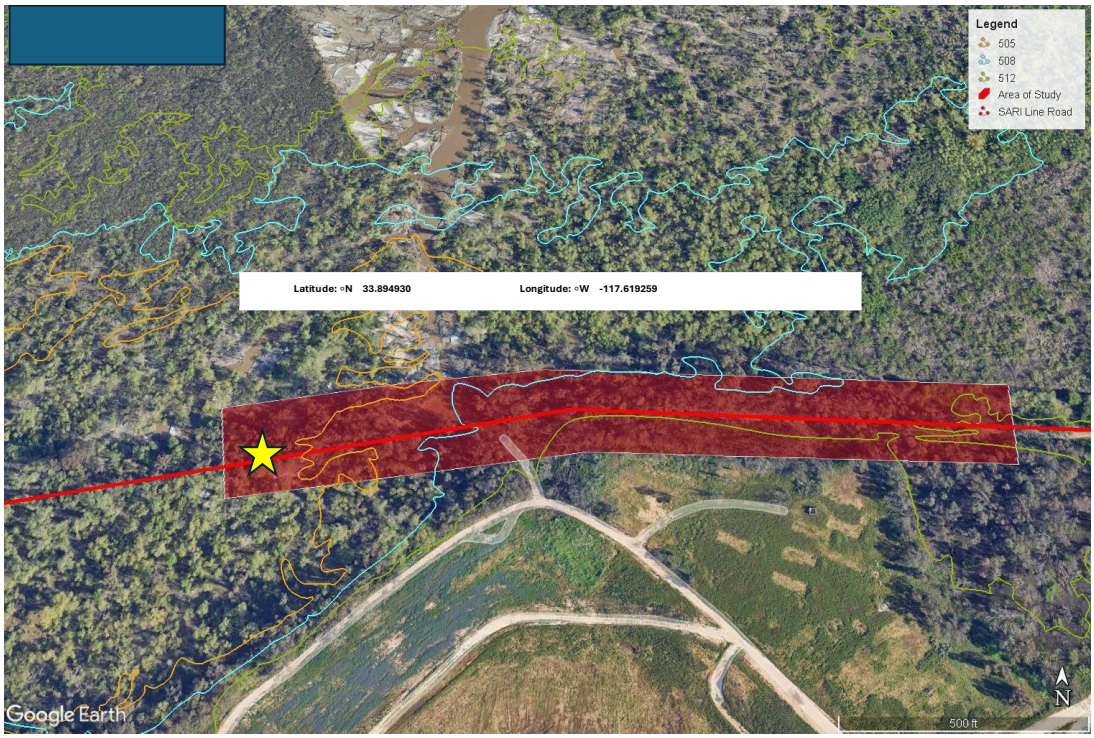


Figure 2. Water Level Sensor/Datalogger Installation Adjacent to SARI Line Access Road

Figure 3. Water Level Sensor/Datalogger Installation Adjacent to Corona Airport

DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
915 WILSHIRE BOULEVARD, SUITE 1109
LOS ANGELES, CALIFORNIA 90017

09 June 2025

Office of the Chief
Real Estate Division

VIA ELECTRONIC MAIL

Adam Hutchinson
Recharge Planning Manager
Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708
ahutchinson@ocwd.com

Dear Mr. Hutchinson:

Enclosed for your review and signature is License No. DACW09-3-25-3308 and the Certificate of Authority. The Certificate of Authority cannot be signed by the same person who signs the License.

Please print, sign and date two copies of all documents, where indicated, and return. Once the signed instruments are returned, we will send you an executed copy of the license for your records.

If you need any additional information or have any questions, please contact Mr. Eric Cadena at (213) 655-0375 or via email at Eric.A.Cadena@usace.army.mil.

Sincerely,

Cheryl L. Connett
Real Estate Contracting Officer
Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY LICENSE
PRADO FLOOD RISK MANAGEMENT BASIN
RIVERSIDE COUNTY, CALIFORNIA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under and by virtue the authority vested in the Secretary by Title 10, United States Code, Section 2668, hereby grants to the **Orange County Water District** hereinafter referred to as the "Licensee," a License to install two wireless water level dataloggers to monitor water levels located within the Prado Dam Flood Control Basin, as identified in Exhibit A attached hereto and made apart hereof, herein after referred to as the "Premises."

THIS LICENSE is granted subject to the following conditions:

1. TERM

This License is granted for a term of five (5) years, beginning June 01, 2025, and ending May 31, 2030 but revocable at will be the Secretary.

2. CONSIDERATION

The consideration for this License is the operation and maintenance of the Premises by the Licensee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this License shall be addressed, if to the Licensee, to Orange County Water District, 18700 Ward Street, Fountain Valley, CA 91752, Attention: Adam Hutchinson; and if to the United States, to the District Engineer, Attention: Chief of Real Estate Division, U.S. Army Corps of Engineers, Los Angeles District, 915 Wilshire Blvd, Suite 1109, Los Angeles, California 90017; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly seal envelope, or wrapper, addressed as foresaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Expect as otherwise specially provided, any references herein to "Secretary", "District Engineer", "Installation Commander", or "said Officer" shall include their duly authorized representatives. Any reference to "Licensee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the Premises shall be subject to the general supervision and approval of the District Engineer, hereinafter referred to as said Officer, and to such rules and regulations as may be prescribed from time to time by said Officer.

6. APPLICABLE LAWS AND REGULATIONS

The Licensee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

7. CONDITIONAL USE BY LICENSEE

The exercise of the privileges herein granted shall be subject to Licensee's compliance with and/or acceptance of the following:

a. without cost or expense to the United States;

b. subject to the right of the United States to improve, use or maintain the Premises;

c. subject to other outgrants of the United States that may encumber the Premises; and

d. personal to the Licensee, and this License, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The Licensee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES AND FACILITIES

The Government shall be under no obligation to furnish utilities or services.

10. PROTECTION OF PROPERTY

The Licensee shall keep the Premises in good order and in a clean, safe condition by and at the expense of the Licensee. The Licensee shall be responsible for any damage that may be caused to property of the United States by the activities of the Licensee under this License, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Licensee incident to the

exercise of the privileges herein granted shall be promptly repaired or replaced by the Licensee to a condition satisfactory to said Officer, or at the election of said Officer, reimbursement made therefore by the Licensee in an amount necessary to restore or replace the property to a condition satisfactory to said Officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Licensee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Licensee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this License or its termination by the Licensee, the Licensee shall vacate the Premises, remove the property of the Licensee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Licensee shall vacate the premises, remove said property, and restore the Premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Licensee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Licensee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the Premises.

13. NON-DISCRIMINATION

a. The Licensee shall not discriminate against any person or persons or exclude them from participation in the Licensee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The Licensee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Licensee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the

Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7.

14. TERMINATION

This License may be terminated by the Licensee at any time by giving the District Engineer at least ten (10) days notice in writing.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the Premises against pollution of its air, ground and water. The Licensee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this License. The Licensee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Licensee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Licensee's activities, the Licensee shall be liable to restore the damaged resources.

c. The Licensee must obtain approval in writing from said Officer before any pesticides or herbicides are applied to the Premises.

16. HISTORIC PRESERVATION

The Licensee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Licensee shall immediately notify said Officer and protect the site and the material from further disturbance until said Officer gives clearance to proceed.

17. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as

may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

18. EXECUTIVE ORDER 13658

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

19. EXECUTIVE ORDER 13706

It has been determined EO 13706 is not applicable to this contract.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the ARMY, this_____day of_____, 2025.

_____

Real Estate Contracting Officer
Real Estate Division

THIS LICENSE is also executed by the Licensee this_____day of _____, 2025.

Orange County Water District:

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
PHONE NUMBER

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____
(Name) **(Secretary or Attesting Officer)**

of the _____**,** named as grantee/lessee/licensee herein;
(Agency Name)

that _____, who signed this Agreement on behalf
(Officer Name)

of said _____, was then _____
(Agency Name) **(Officer Title)**

of the Agency; and that said Agreement was duly signed for and on behalf of

the _____ by authority of its governing body and is
(Agency Name)

within the scope of its statutory powers.

Signed, _____
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.

AGENDA ITEM SUBMITTAL

Meeting Date: June 27, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

Budgeted: N/A
Budgeted Amount: N/A
Estimated Revenue: $95,426
Funding Source: N/A
Program/ Line Item No. N/A
General Counsel Approval: Yes
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: AMENDMENT TO DUCK HUNTING LEASE AND CONSENT TO PRADO POND MAINTENANCE WITH ELAINE RAAHAUGE D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES

SUMMARY

The District has a duck hunting lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises (MRSE) covering 450 acres of constructed wetlands and ponds located behind Prado Dam (Premises). The lease expires on June 30, 2025 and MRSE has requested a one-year extension, through June 30, 2026. Additionally, District staff and MRSE have mutually agreed to a new maintenance arrangement that would allow MRSE to maintain the Premises.

Attachment: Amendment Twenty-Four to Lease and Consent to Prado Pond Maintenance with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises

RECOMMENDATION

Agendize for July 16 Board meeting: Approve and authorize execution of Amendment Twenty-Four to Lease and Consent to Prado Pond Maintenance with Elaine Raahauge, d.b.a. Mike Raahauge Shooting Enterprises (MRSE) to extend the duck hunting concession on District property in the Prado Basin for the 2025-26 season, with a new expiration date of June 30, 2026 and allows MRSE to perform maintenance on the Prado Ponds.

BACKGROUND/ANALYSIS

On November 2, 2005, the District entered into a short-term Lease with MRSE, to operate a duck hunting concession on the leased Premises. The lease includes a provision that adjusts the monthly rent to $200 in any month during which duck hunting cannot take place. Over the years, the Board has authorized annual one-year lease extensions, each with a 5% rent increase. The lease was formally assigned to Elaine Raahauge following the passing of husband and original lessee, Mike Raahauge. Under the terms of the Lease, MRSE is required to pay 50% of the annual rent by October 15 and the remaining 50% by December 15 of each year.

The 2025-26 duck hunting season is scheduled to run from October 18, 2025, through January 28, 2026. With the lease set to expire on June 30, 2025, MRSE has requested a one-year extension.

Consent to Prado Pond Maintenance
In February, District staff met with MRSE to discuss the long-term maintenance of the Premises. Historically, the District has managed the wetlands and ponds to support water quality enhancement. However, due to the reduced need for natural treatment and the rising costs of annual vegetation removal, staff proposed reducing or eliminating such maintenance, potentially allowing the ponds to dry out or remain fully vegetated.

In response, MRSE proposed assuming maintenance responsibilities of the ponds. After further discussion, District staff and MRSE agreed on a new maintenance arrangement with key provisions summarized as follows:

- **Maintenance of East Ponds**: OCWD will maintain the East Ponds indefinitely, while MRSE will handle seasonal installation and removal of hunting blinds.
- **Road and Infrastructure Responsibilities**: OCWD is responsible for the repair and maintenance of roads and water conveyance infrastructure, unless damage is caused by MRSE or its patrons.
- **Cost Deductions for Maintenance**: MRSE can deduct costs related to pond maintenance from its Duck Hunting Lease rent, provided expenses are accounted for and approved by OCWD's Board.
- **Compliance with Regulations**: All maintenance work must follow the Regional General Permit 93 and be overseen by OCWD biologists, with prior written approval required for any work.
- **Pond Draining Schedule**: Beginning in 2026, up to 13 ponds will be drained in a three-year rotation post-hunting season, with specific conditions regarding nesting seasons and biologist oversight.
- **Termination of Agreement**: The maintenance arrangement can be terminated by either party with a 30-day notice.

Per Paragraph 5.1 of the lease agreement (Prior Consent for Improvements), the lessee is prohibited from making alterations, improvements, or removing vegetation without the District's prior written consent. Paragraph 5.1(a) further states:

> *"In the event that Lessee desires to make any alteration, improvement, addition or utility installation in or about the Premises, Lessee shall present such request in writing to Lessor, together with detailed plans of the proposed alteration or improvement; and Lessee shall not commence such alteration or improvement unless and until Lessor has granted approval thereto in writing."*

Staff recommends that the Board approve a one-year lease extension with MRSE through June 30, 2026, including a 5% rent increase for a total annual rent of $95,426; and consent to MRSE performing maintenance activities on the Prado Ponds.

PRIOR RELEVANT BOARD ACTION(S)

5/15/2024, R24-5-55, Approve and authorize execution of Amendment Twenty-Three to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2024/25 duck hunting season with a new expiration date of June 30, 2025.

6/07/2023, R23-6-73, Approve and authorize execution of Amendment Twenty-Two to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2023/24 duck hunting season with a new expiration date of June 30, 2024.

6/15/2022, R22-6-70, Approve and authorize execution of Amendment Twenty-One to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2022/23 duck hunting season with a new expiration date of June 30, 2023.

7/7/2021, R21-7-102, Approve and authorize execution of Amendment Twenty to Lease with MRSE to extend the lease for a duck hunting concession on District property at Prado Basin for the 2021/22 duck hunting season with a new expiration date of June 30, 2022.

8/5/2020, R20-8-98, Approve and authorize execution of Amendment Nineteen to Lease with MRSE to reduce Annual Rent for the 2020/21 duck hunting season by 20% to $59,814

6/3/2020, R20-6-67, Approve Amendment Eighteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2020/21 duck hunting season with a new expiration date of June 30, 2021

7/17/19, R19-7-98, Approve Amendment Seventeen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2019/20 duck hunting season with a new expiration date of June 30, 2020

7/18/18, R18-7-75, Approve Amendment Sixteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2018/19 duck hunting season with a new expiration date of June 30, 2019

6/7/17, R17-6-84, Approve Amendment Fifteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2017/18 duck hunting season with a new expiration date of June 30, 2018

6/15/16, R16-6-71, Approve Amendment Fourteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2016/17 duck hunting season with a new expiration date of June 30, 2017

7/1/15, R15-7-91, Approve Amendment Thirteen to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2015/16 duck hunting season with a new expiration date of June 30, 2016

6/4/14, R14-6-78, Approve Amendment Twelve to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2014/15 duck hunting season with a new expiration date of June 30, 2015

10/2/13, R13-10-127, Consent to Assignment of Lease to Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises and Approve Revised Amendment Eleven to Lease with Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2013/14 duck hunting season with a new expiration date of June 30, 2014

7/10/13, R13-7-83, Approve Amendment Eleven to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2012/13 duck hunting season with a new expiration date of June 30, 2014

6/6/12, R12-6-61, Approve Amendment Ten to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2011/12 duck hunting season with a new expiration date of June 30, 2013

6/1/11, R11-6-82 , Approve Amendment Nine to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2011/12 duck hunting season with a new expiration date of June 30, 2012

6/2/10, R10-6-86, Approve Amendment Eight to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2010/11 duck hunting season with a new expiration date of June 30, 2011

6/3/09, R09-6-100, Approve Amendment Seven to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2009/10 duck hunting season with a new expiration date of June 30, 2010

9/3/08, R08-9-119, Approve and authorize execution of Amendment Six to Lease with Mike Raahauge Shooting Enterprises to add the use of dog training in Pond 1 as an approved use on a year-round basis

6/4/08, R08-6-83, Approve Amendment Five to Lease with Mike Raahauge Shooting Enterprises to extend lease for a duck hunting concession on District Property at Prado Basin for the 2008/09 duck hunting season with a new expiration date of June 30, 2009

12/5/07, R07-12-169, Authorizing Amendment Four to Lease to restore the Premises to its full extent for the 2007/08 duck hunting season as defined in the Lease

5/2/07, R07-05- 67, Approve and authorize Amendment Three to Lease to reduce the Annual Rent to 10% of Gross Receipts due to the unavailability of most of the duck ponds with the Annual Rent modification to terminate on June 30, 2008; the Expiration Date of the Lease was extended to June 30, 2008; and the Premises was modified accordingly for the 2007/08 duck hunting season

10/18/06, R06-10-130, Approve and authorize Amendment Two to Lease to reduce the Annual Rent to 10% of Gross Receipts with the Annual Rent modification to terminate on June 30, 2007; reserved the right for the District to verify accounting records of Gross Receipts; revised the description of the Premises for the 2006/07 duck hunting season

6/7/06, R06-06-70, Authorizing Amendment One to Lease to extend Lease for one year to a new Expiration Date of June 30, 2007

11/2/05, R05-11-126, Approve and authorize execution of Lease with Mike Raahauge d.b.a. Mike Raahauge Shooting Enterprises for duck hunting on an annual basis at a rent of $37,763 with an annual 5% rent adjustment with an expiration date of June 30 of each year and renewed by mutual consent

5/19/04, R04-5-60, Amendment Two to Lease, increases the annual rent adjustment from 2% to 3%, to a new expiration date of February 28, 2005 at a rent of $36,663

5/21/03, R03-5-70, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin, with a new expiration date of June 30, 2004 at a rent of $35,595

3/20/02, R02-3-50, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin with Term of August 19, 2002 to August 18, 2003 at a rent of $34,095

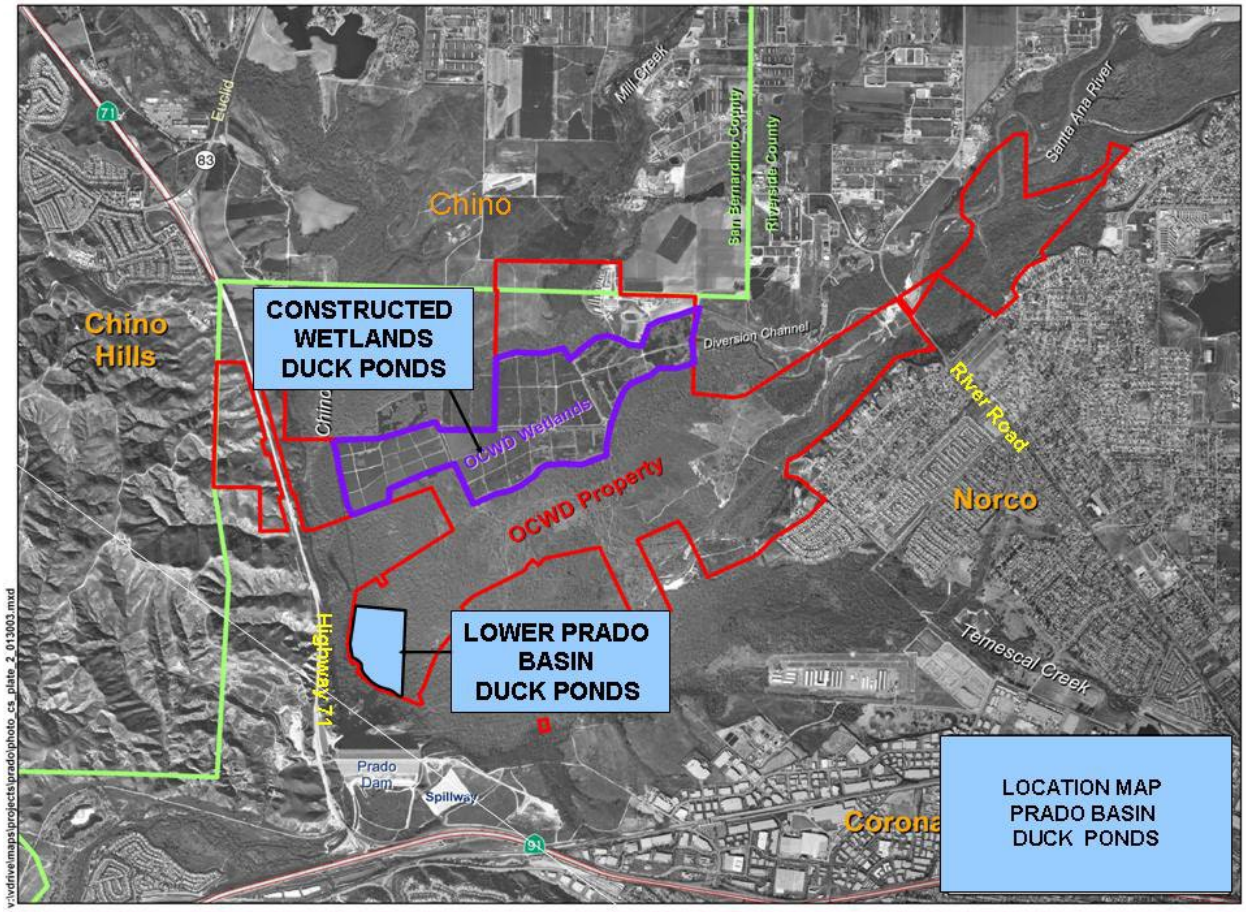
6/6/01, Motion 01-106, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin for a Term of August 19, 2001 to August 18, 2002, at a rent of $33,427

5/17/00, R2000-5-66, Reauthorizing Lease with Mike Raahauge Shooting Enterprises for Duck Hunting on District Property at Prado Basin

7/21/99, R99-7-85, Reauthorize Lease for One-Year Period Commencing August 19, 1999 with Mike Raahauge Shooting Enterprises for Duck Hunting Concession on District Property at Prado Basin

8/19/98, R98-8-125, Approving and Authorizing Execution of Five-Year Lease to Mike Raahauge Shooting Enterprises for Prado Basin Duck Hunting Concession

Location Map


CONSTRUCTED WETLANDS DUCK PONDS
LOWER PRADO BASIN DUCK PONDS
LOCATION MAP PRADO BASIN DUCK PONDS
Chino
Chino Hills
Norco
Corona
Mill Creek
Santa Ana River
Diversion Channel
River Road
Temescal Creek
OCWD Wetlands
OCWD Property
Highway 71
Prado Dam
Spillway
Euclid
Chino
San Bernardino County
Riverside County
71
83
91
v:\ydrive\maps\projects\prado\photo_c5_plate_2_013003.mxd

AMENDMENT TWENTY-FOUR TO LEASE
CONSENT TO PRADO POND MAINTENANCE
(Duck Hunting)

THIS AMENDMENT and **CONSENT TO PRADO POND MAINTENANCE** is made and entered into this 16th day of July 2025 by and between the **ORANGE COUNTY WATER DISTRICT** (hereinafter, the "Lessor" or "OCWD"), a political subdivision of the State of California organized under Chapter 924 of the Statues of 1933, as amended (hereinafter, the "Lessor") and **ELAINE RAAHAUGE, D.B.A. MIKE RAAHAUGE'S SHOOTING ENTERPRISES** (hereinafter, the "Lessee"):

RECITALS

WHEREAS, on November 2, 2005, Lessor and Lessee entered into a written Lease ("Lease") to conduct a duck hunting concession on certain lands owned by Lessor at Prado Basin in Riverside County, California, on an annual basis at a rent of $37,763 with an annual 5% rent adjustment with an expiration date of June 30, 2006, provided that it may be renewed annually by mutual written consent of Lessor and Lessee. The Lease provides that in the event that duck hunting cannot occur in a calendar month, the rent is adjusted to $200 for each month in which duck hunting did not occur;

WHEREAS, on June 7, 2006 Lessor extended the term of the Lease to June 30, 2007 for the 2006/07 duck hunting season;

WHEREAS, on October 18, 2006, Lessor reduced the Annual Rent to 10% of Gross Receipts with the Annual Rent modification ("Annual Rent Reduction") to terminate on June 30, 2007, reserved the right for the District to verify accounting records of Gross Receipts, and revised the description of the Premises ("Premises Revision") for the 2006/07 duck hunting season;

WHEREAS, on May 2, 2007, Lessor extended the Annual Rent Reduction, and the Expiration Date of the Lease to June 30, 2008, and extended the Premises Revision for the 2007/08 duck hunting season;

WHEREAS, on December 5, 2007 Lessor restored the full Premises as defined in the Lease;

WHEREAS, on June 4, 2008, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2009;

WHEREAS, on September 3, 2008, Lessor granted Lessee an additional use of Premises of dog training in Pond 1 on a year-round basis;

WHEREAS Lessor and Lessee have subsequently amended said Lease for one-year extensions annually**;**

WHEREAS, on October 2, 2013, the Board Consented to Assignment of Lease and Revised Amendment Eleven to Lease Agreement for Duck Hunting to change Lessee

name to Elaine Raahauge d.b.a. Mike Raahauge's Shooting Enterprises; to extend the lease for a duck hunting concession on District property at Prado Basin for the 2013/14 duck hunting season with a new expiration date of June 30, 2014; and revise Exhibit "A" to the Lease to remove Ponds E4 and E7 from the Premises;

WHEREAS, on June 4, 2014, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2015;

WHEREAS, on July 1, 2015, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2016; and

WHEREAS, on June 15, 2016, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2017, and amended Paragraph 4.2, (Conditions of Use) of the Lease, that allow Lessor's staff to review Lessee's placement and orientation of the duck hunting blinds within the Premises; and

WHEREAS, on June 7, 2017, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2018; and

WHEREAS, on July 18, 2018, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2019; and

WHEREAS, on July 17, 2019, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2020; and

WHEREAS, on June 3, 2020, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2021; and

WHEREAS, on August 5, 2020, Lessor reduced the Annual Rent for the 2020/21 duck hunting season by 20% to $59,814; and

WHEREAS, on July 7, 2021, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2022; and

WHEREAS, on June 15, 2022, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2023; and

WHEREAS, on June 7, 2023, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2024; and

WHEREAS, on May 15, 2024, Lessor granted Lessee an extension of Lease for one year to a new Expiration Date of June 30, 2025; and

WHEREAS, both Lessee and Lessor wish to extend the Lease for one additional year to a new Lease Expiration Date of June 30, 2026; and

WHEREAS, Lessee has requested permission from Lessor to perform certain maintenance activities on the Premises.

NOW, THEREFORE, in consideration of the matters set forth in the foregoing recitals and the terms, covenants and conditions hereinafter contained, the parties do hereby agree as follows:

1. The Expiration Date in Lease Paragraph 1.2 (Original Lease Term) is hereby extended to June 30, 2026.

2. Pursuant to Paragraph 5.1 (Prior Consent for Improvements) of the Amended Lease, Lessor hereby consents to Lessee's maintenance activities on the Premises, as described in the Memorandum dated April 4, 2025, attached hereto as Exhibit A ("Maintenance Activities"). All such Maintenance Activities are subject to the terms and conditions set forth in Exhibit A, including the requirement that Lessee shall not commence any Maintenance Activities without the prior written approval of OCWD's General Manager or their designee.

   The General Manager or their designee may, in their sole discretion, modify the terms of this consent; provided, however, that any such modification shall be communicated to Lessee in writing. Either party may terminate all Maintenance Activities described in Exhibit A by providing thirty (30) days' prior written notice to the other party.

3. Each and every other term, covenant and condition of the Lease, as amended, not herein expressly modified is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment to Lease as of the day and year first hereinabove written.

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

By: _____
General Counsel for
Orange County Water District

"LESSOR"

ORANGE COUNTY WATER DISTRICT
a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

By: _____
Denis Bilodeau, President

By:_____
John Kennedy, General Manager

"LESSEE"

ELAINE RAAHAUGE d.b.a.
MIKE RAAHAUGE'S SHOOTING ENTERPRISES

By: _____
Elaine Raahauge, Owner

AMEND24 RAAHAUGE DUCKS (6-14-25)

EXHIBIT A

MEMORANDUM

DATE: April 4, 2025
TO: Daniel Park, Property Manager, OCWD
CC: Sheryl Parsons, Natural Resources Director, OCWD
FROM: Pat Raahauge, Raahauge Shooting Enterprises
SUBJECT: Prado Pond Maintenance
ATTACHMENTS:

- Revised language from "Notice of Intended Work"
- Prado Pond Map

Proposed Prado Pond Maintenance

OCWD

1. The East Ponds (E1 – E6) will continue to be maintained by the OCWD indefinitely with the understanding that hunting blinds will be installed and removed seasonally by MRSE.

2. Repair and maintenance (including mowing) of roads, canals, levees, and other water conveyance infrastructure will remain the responsibility of OCWD, unless damaged by the activities or neglect of MRSE or its patrons. Roads shall include OCWD constructed roads and approximately 5 feet downslope from the flat roadway edge. If in dispute, OCWD staff shall determine, in its sole discretion, the limits of the OCWD responsibility for road maintenance and mowing. Roads are made of native materials, which are generally loose and dusty. The standard of adequate road conditions shall be determined, in its sole discretion, by OCWD staff. Excessive or abusive road use by MRSE or its patrons does not warrant additional maintenance activities by OCWD.

3. Restoration of damage to the ponds, levees and water conveyance infrastructure to original condition following storms will remain the responsibility of the OCWD.

4. The condition of the ponds and water conveyance are usable by MRSE as-is, without warranty or additional infrastructure upgrades/repairs by OCWD.

MRSE

1. All labor and direct costs associated with MRSE's efforts to maintain the ponds will be deducted from MRSE's Duck Hunting Lease rent if and in a manner approved by OCWD's Board of Directors. MRSE shall submit a written accounting of expenses incurred for maintaining the ponds to the OCWD Property Manager within 90 days of incurring those expenses.

2. All work in and around the ponds by MRSE will follow the Regional General Permit 93 (RGP) as determined by and overseen by OCWD biologist monitors.

3. All equipment used by MRSE or its contractors shall be maintained in a well-functioning and safe condition as determined, in its sole discretion, by OCWD staff. Drips or spill of oils, fuels, grease, or other potential contaminants shall be immediately cleaned up, removed, and properly disposed of. Equipment that is actively discharging potential contaminants shall be removed from service until it is properly repaired. Equipment shall only be operated by qualified individuals and shall be operated in a safe manner. Safe operation includes consideration of humans, animals, property, habitat, fire risk, and other conditions.

4. Prior to any maintenance activities in the ponds by MRSE, MRSE will submit a "**Prado Wetland - Notice of Intended Work" (NIW)** form via email to the Property Manager (see attached) at least two-weeks in advance of the requested maintenance activities. Pond maintenance work by MRSE shall not proceed

without the written approval of the OCWD General Manager or his/her designee by way of a signed NIW. Pond maintenance work by MRSE shall cease at the sole discretion of an OCWD biologist.

Violations of written directions from OCWD staff shall be reported at the next OCWD Property Committee meeting and may result in the termination of this Prado Pond Maintenance arrangement.

5. Beginning in 2026, immediately following the end of hunting season in January, up to 13 of the ponds from the North Ponds (N1 - N9), the South Ponds (S1 - S13) and the West Ponds (W1 - W18) will be identified in a 3-year rotation (depending on OCWD priorities and RGP requirements) to be drained by MRSE. As it will then be rainy season, very little, if any, work is likely to be performed in the two months leading up to nesting season. If any work is required in the ponds during these months, it will pause at the start of the nesting season in March. The exact start of the nesting season shall be determined at the sole discretion of an OCWD biologist. If work needs to continue into the early weeks of the nesting season, it will require written approval and oversight from an OCWD biologist to ensure that critical habitat in, near or outside of the pond's perimeter are not disturbed.

6. Following the end of the nesting season in August and after an OCWD biologist has determined in writing that most birds have left the ponds, MRSE will drain and clear the selected ponds (including the initial mass removal of vegetation by MRSE). No more than 13 ponds may be drained and cleared at a time and these ponds will be left empty until the start of hunting season in late October. It is understood that the draining of the ponds will depend on the elevation of the conservation pool, as water retention within those ponds is sometimes necessary to maximize downstream capture and recharge of valuable Santa Ana River water. The drained ponds will not be considered "wetter areas" as regulated by the RGP 93.

7. After the ponds are cleared, they can either be left empty or filled as needed based on the direction of OCWD's biologists. Up to 13 of the ponds can remain dry. Water may remain in the ponds due to leakage of infrastructure, seepage, remnant winter weather impacts, or other conditions. RGP compliance will be managed or overseen by the OCWD's biologists in regular communication with MRSE.

8. The removal of hunting blinds, if determined necessary, will begin in February and their reconstruction will begin in August. This work will be the responsibility of MRSE, following notice and written approval from OCWD's biologists. Due to the close proximity of the blinds to the maintenance road, any blinds that are not removed must be clearly marked by MRSE to ensure visibility to OCWD staff. MRSE will be solely responsible for any damage to unmarked blinds or any damage caused by such blinds to OCWD equipment, including all associated repair costs.

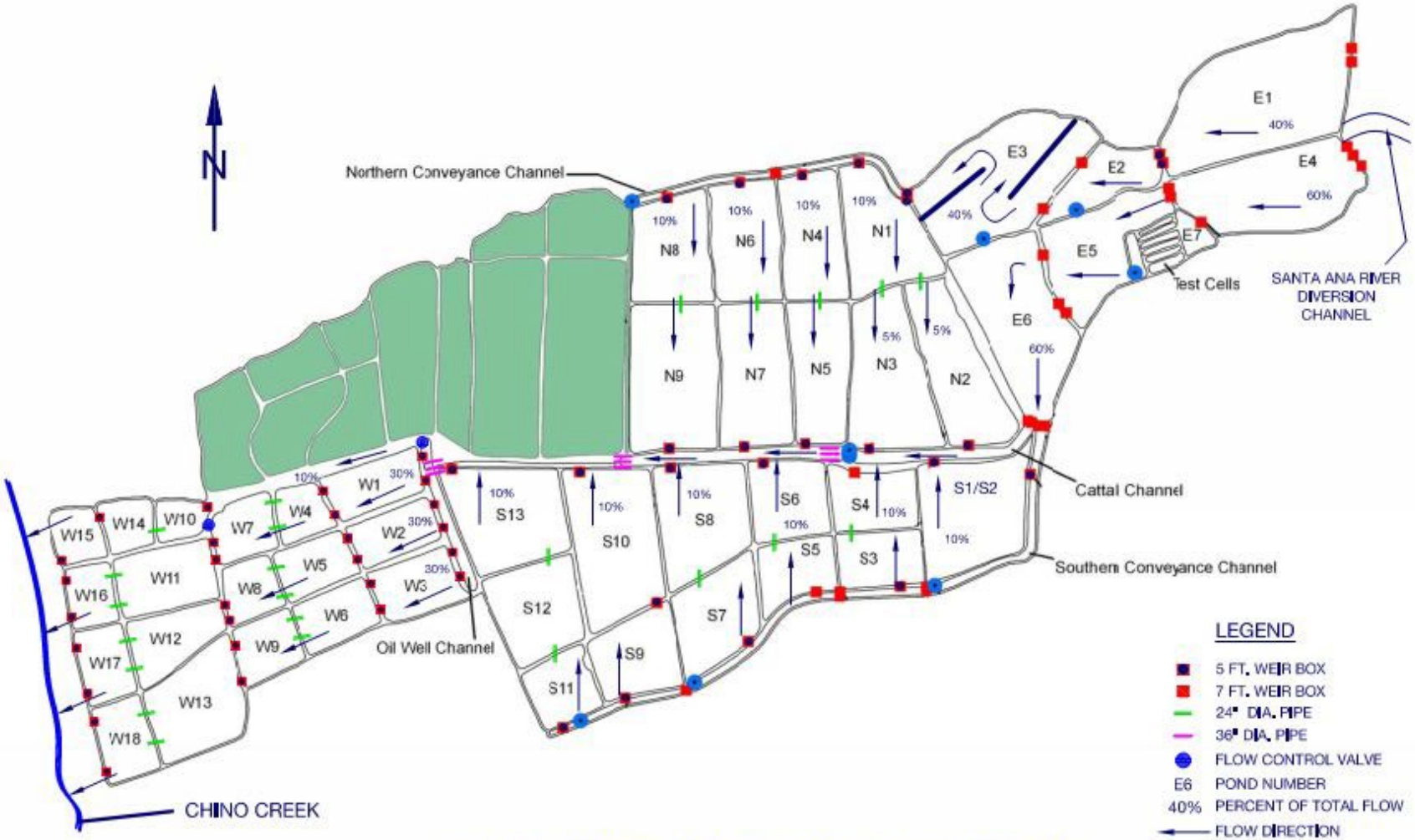
9. If MRSE pond clearance produces vegetation in such a quantity that requires its removal outside of the pond containment, OCWD will identify a location for its placement. MRSE shall transport the vegetation to the OCWD specified location and shall spread it in a manner satisfactory to OCWD staff.

10. MRSE must be in full compliance with the provisions of its Lease with OCWD, including the Workers Compensation, General Liability and other Insurance policies as specified in the Lease.

11. The Prado Pond Maintenance arrangement can be unilaterally terminated by MRSE or OCWD's General Manager with 30-day written notice.

Requester Acknowledgment

- I understand that written approval from OCWD must be obtained before commencing any maintenance work.
- I acknowledge that the maintenance work must be done by MRSE's, under the OCWD US Fish and Wildlife permit, and monitored by OCWD staff.
- I confirm that no changes or alterations will be made to the approved work plans without prior written approval from OCWD.
- I understand that any deviation from the approved work plan will result in the termination of all work.
- I confirm that MRSE is in full compliance with its Lease, and Workers Compensation and General Liability Insurance policies are up to date.



PRADO WETLAND POND SCHEMATIC

MEMORANDUM

DATE: April 4, 2025

TO: Daniel Park, Property Manager, OCWD

CC: Sheryl Parsons, Natural Resources Director, OCWD

FROM: Pat Raahauge, Raahauge Shooting Enterprises

SUBJECT: Prado Pond Maintenance

ATTACHMENTS:

- Revised language from "Notice of Intended Work"
- Prado Pond Map

Proposed Prado Pond Maintenance

OCWD

1. The East Ponds (E1 – E6) will continue to be maintained by the OCWD indefinitely with the understanding that hunting blinds will be installed and removed seasonally by MRSE.
2. Repair and maintenance (including mowing) of roads, canals, levees, and other water conveyance infrastructure will remain the responsibility of OCWD, unless damaged by the activities or neglect of MRSE or its patrons. Roads shall include OCWD constructed roads and approximately 5 feet downslope from the flat roadway edge. If in dispute, OCWD staff shall determine, in its sole discretion, the limits of the OCWD responsibility for road maintenance and mowing. Roads are made of native materials, which are generally loose and dusty. The standard of adequate road conditions shall be determined, in its sole discretion, by OCWD staff. Excessive or abusive road use by MRSE or its patrons does not warrant additional maintenance activities by OCWD.
3. Restoration of damage to the ponds, levees and water conveyance infrastructure to original condition following storms will remain the responsibility of the OCWD.
4. The condition of the ponds and water conveyance are usable by MRSE as-is, without warranty or additional infrastructure upgrades/repairs by OCWD.

MRSE

1. All labor and direct costs associated with MRSE's efforts to maintain the ponds will be deducted from MRSE's Duck Hunting Lease rent if and in a manner approved by OCWD's Board of Directors. MRSE shall submit a written accounting of expenses incurred for maintaining the ponds to the OCWD Property Manager within 90 days of incurring those expenses.
2. All work in and around the ponds by MRSE will follow the Regional General Permit 93 (RGP) as determined by and overseen by OCWD biologist monitors.
3. All equipment used by MRSE or its contractors shall be maintained in a well-functioning and safe condition as determined, in its sole discretion, by OCWD staff. Drips or spill of oils, fuels, grease, or

other potential contaminants shall be immediately cleaned up, removed, and properly disposed of. Equipment that is actively discharging potential contaminants shall be removed from service until it is properly repaired. Equipment shall only be operated by qualified individuals and shall be operated in a safe manner. Safe operation includes consideration of humans, animals, property, habitat, fire risk, and other conditions.

4. Prior to any maintenance activities in the ponds by MRSE, MRSE will submit a "**Prado Wetland - Notice of Intended Work" (NIW)** form via email to the Property Manager (see attached) at least two-weeks in advance of the requested maintenance activities. Pond maintenance work by MRSE shall not proceed without the written approval of the OCWD General Manager or his/her designee by way of a signed NIW. Pond maintenance work by MRSE shall cease at the sole discretion of an OCWD biologist.

   Violations of written directions from OCWD staff shall be reported at the next OCWD Property Committee meeting and may result in the termination of this Prado Pond Maintenance arrangement.

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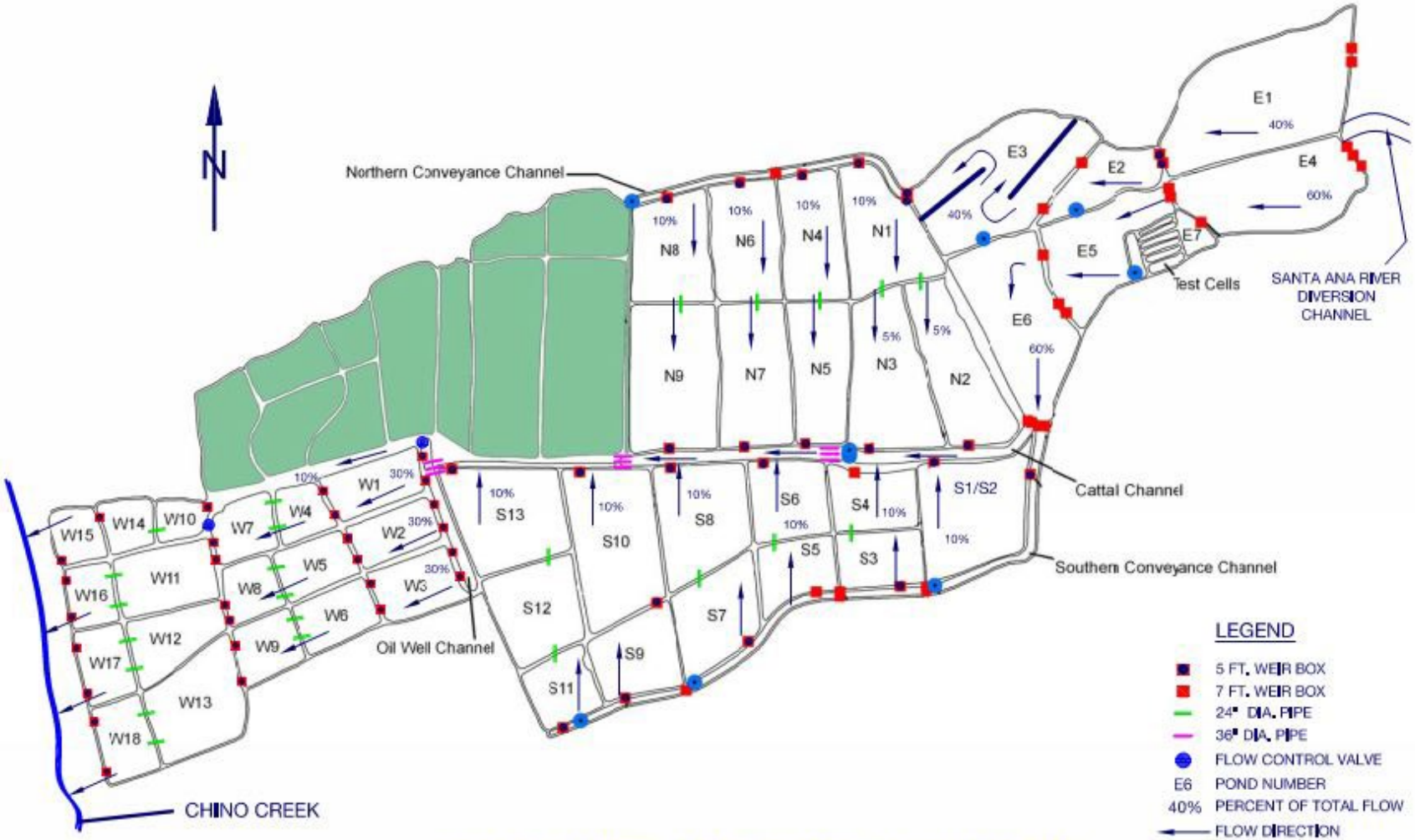


PRADO WETLAND POND SCHEMATIC

AGENDA ITEM SUBMITTAL

Meeting Date: June 27, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier / D. Park

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 on the project.

Attachments:

- Improving Groundwater Quality Adjacent to the Santiago Recharge Basins Letter
- Response to Letter – Improving Groundwater Quality Adjacent to the Santiago Recharge Basins

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. The Cooperative Agreement continues to be under negotiation.

At the May 2025 Property Committee meeting, City of Anaheim staff provided an update on the project. Subsequently, City staff provided a preliminary draft Environmental Impact Report to District staff for review and comment.

Additionally, staff will discuss the letter received from the Producer's requesting discussing the design, construction and operation of a diversion from the GWRS pipeline to the Burris Basin and recharge of GWRS water at the Santiago Basins and its potential impacts, if pursued, on the OC River Walk project.

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

PRIOR RELEVANT BOARD ACTION(S)

N/A

June 16, 2025

John Kennedy
General Manager
Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708

Subject: Improving Groundwater Quality Adjacent to the Santiago Recharge Basins

John:

The East Orange County Water District, Golden State Water Company, Irvine Ranch Water District, City of Orange, Serrano Water District, and the City of Tustin all produce groundwater from wells in the vicinity of the Santiago Recharge Basins. The groundwater in this area of the Orange County Basin has levels of Total Dissolved Solids (TDS) ranging from 500 to 700 mg/l, which are significantly higher than other areas of the Orange County Basin. The purpose of this joint letter is to request that Orange County Water District (OCWD) extend the water quality benefits of the Groundwater Replenishment System (GWRS) to areas producing groundwater that had been recharged at the Santiago Basins. We believe that by installing and then operating the facilities needed to convey a blend of high quality GWRS water and Santa Ana River water to the Santiago Basins, OCWD can improve the TDS levels in aquifer adjacent to the Santiago Basins.

Concerns with High Total Dissolved Solids:

The Environmental Protection Agency's secondary Maximum Contaminant Level for TDS is 500 mg/l. The California Department of Drinking Water recommends a Consumer Acceptance Contaminate Level of 500 mg/l. While these levels are recommended based on aesthetic concerns, customer complaints regarding high TDS can be problematic for retail water agencies. High TDS levels can also negatively impact ion-exchange elements of the PFAS removal facilities operating at our respective wells. Introducing high quality / low TDS GWRS water, as an additional source to the Santiago Recharge Basins, would be helpful in reducing these complaints and impacts.

Sources of Water for Recharge:

It is our understanding that during wet periods, OCWD typically pumps Santa Ana River water from OCWD's Burris basin and captures water from Santiago Creek for recharge in the Santiago Recharge Basins. During dry periods, these basins continue to be used to recharge Santa Ana River. Water is pumped from OCWD's Burris Basin through the Santiago Pipeline. OCWD's 2022 Basin 8-1 Alternative Update indicates that TDS concentrations in Santa Ana River

baseflows during dry periods is about 700 mg/l. The construction and operation of a diversion from the GWRS pipeline into the Burris Basin, from which a blend of water could be pumped into the Santiago Recharge Basins, would substantially improve the quality of groundwater in the area of our wells, especially as it pertains to TDS levels. Discharging GWRS water into the Burris Basin would also reduce water velocities in the GWRS Pipeline between Burris Basin and the end of this pipeline in Anaheim, which may provide other benefits to OCWD. The GWRS pipeline is 84 inches in diameter as it leaves Fountain Valley, but its diameter gradually reduces to 60 inches as it travels north to the Anaheim recharge basins. This reduction in diameter limits the amount of water received in Anaheim to approximately 100 MGD. If the OCWD Injection wells along the coast and in Santa Ana's Centennial Park Ana cannot accept approximately 25 MGD, then the GWRS cannot operate at maximum capacity.

Summary:

We would like to schedule a meeting with you to discuss this request for OCWD to extend the water quality benefits of the GWRS through the design, construction and operation of a diversion from the GWRS pipeline to the Burris Basin and recharge of GWRS water at the Santiago Basins. If you have any questions in advance of our meeting, feel free to reach out to any of us.

Sincerely,

David Youngblood, P.E.
General Manager
East Orange County Water District

Kenneth R Vecchiarelli
Kenneth R. Vecchiarelli (Jun 11, 2025 14:53 PDT)
Ken Vecchiarelli
General Manager, Orange County District
Golden State Water Company

Paul Cook
Paul Cook (Jun 11, 2025 11:18 PDT)
Paul Cook, P.E.
General Manager
Irvine Ranch Water District

Jose M Diaz
Jose M Diaz (Jun 11, 2025 11:52 PDT)
Jose Diaz
Water Manager and Chief Operator
City of Orange

Micheal Grisso
Director of Public Works
City of Tustin

Jerry Vilander (Jun 11, 2025 11:33 PDT)
Jerry Vilander
General Manager
Serrano Water District

18700 Ward Street
Fountain Valley, CA 92708

ocwd.com
(714) 378-3200

June 16, 2025

David Youngblood, P.E., East Orange County Water District
Ken Vecchiarelli, Golden State Water Company
Paul Cook, P.E., Irvine Ranch Water District
Jose Diaz, City of Orange
Jerry Vilander, Serrano Water District
Micheal Grisso, City of Tustin

Subject: Response to Letter – Improving Groundwater Quality Adjacent to the Santiago Recharge Basins

Dear Gentlemen:

Thank you for your recent letter requesting to improve groundwater quality in the Santiago Basin area through the introduction of Groundwater Replenishment System (GWRS) water blended with existing Santa Ana River flows.

As noted, this approach may help reduce Total Dissolved Solids (TDS) levels in groundwater near the Santiago Recharge Basins, particularly when blended with lower-TDS storm flows. For context, Santa Ana River storm flows generally range between 200 and 400 mg/L TDS, while base flows range between 600 and 800 mg/L.

We acknowledge the potential water quality benefits, including possible beneficial impacts to PFAS treatment systems, as well as the operational limitations tied to hydraulic capacity in the GWRS pipeline between Burris Basin and the recharge basins in Anaheim. These are valid points and will be considered as we proceed.

We understand that improving/reducing TDS levels in this part of the basin is a shared objective and support the concept of a diversion from the GWRS pipeline to Burris Basin – at which point the water is pumped to the Santiago Recharge Basins. A GWRS outlet at Burris Basin was previously in our Capital Improvement Program and design efforts were nearly complete, however, that design work was put on hold pending the outcome of the City of Anaheim O.C. River Walk project, which needs a GWRS outlet similar to Burris Basin. Due to the complexity of Anaheim's project, the many agencies involved in its permitting and the need to negotiate an agreement with the City, we do not expect a quick resolution to this issue.

If the outlet project is ultimately constructed, we would need to balance the total volumes of GWRS, base flow, and storm flow water entering both Burris and Santiago Basins to meet our operational goals while maintaining the necessary water chemistry to support the local aquatic life and wildlife. This means GWRS flows to Burris Basin

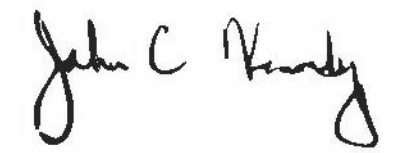
Board of Directors

Denis R. Bilodeau, P.E., *President* • Van Tran, Esq., *1st Vice President* • Erik K. Weigand, *2nd Vice President*
Valerie Amezcua • Cathy Green • Fred Jung • Natalie Meeks • Dina L. Nguyen, Esq. • Stephen R. Sheldon • Roger C. Yoh, P.E.

would not be consistent depending upon the volume of stormwater received and prioritization of its capture within the OCWD recharge system.

We will share your letter with our Board of Directors and coordinate future efforts with the group.

Sincerely,



John Kennedy
General Manager

AGENDA ITEM SUBMITTAL

Meeting Date: June 27, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: B. Dosier/D. Park

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 REGARDING THE DISTRICT'S IMPERIAL HIGHWAY PROPERTY

SUMMARY

The District owns a vacant 19-acre property (Property) in the city of Anaheim, located west of Imperial Highway and south of the Santa Ana River (SAR). Due to the access challenges to the Property for either leasing or development, the Board of Directors authorized staff to hire a firm to review access options from Imperial Highway, develop geometric designs of those options, and evaluate impacts on traffic loads based on those options. Staff will update the Committee.

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

The District owns a 19-acre parcel in Anaheim (APN 358-291-01) located west of Imperial Highway and south of the 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. 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 for about 40 years to operate a wholesale container tree nursery and is currently vacant. Sunny Slope terminated its lease in 2022. The District then hired Voit Real Estate for six months to market the Property for lease. Voit had a number of inquiries on the Property, however site access was and continues to be an issue for potential tenants.

Subsequently, with the Board's approval, staff engaged Adams Streeter Engineering to prepare a Site Development Analysis Report for the Property. In developing the report, District staff and Adams Streeter met with City of Anaheim and Caltrans staff to discuss conceptual access to the Property, primarily by developing an intersection or roundabout on

Imperial Highway.

City staff expressed concern that a roundabout would not be likely as Imperial Highway has eight lanes, far too many for a roundabout, and that it would likely extend out to the bridge over the SAR. Caltrans expressed concerns about the access-controlled nature of Imperial Highway, and that an intersection or roundabout could degrade traffic circulation, cause delays, and necessitate specific justification for any alterations to the existing standards. Caltrans suggested that OCWD staff explore alternative options that did not include Imperial Highway, such as a bridge over the SAR. Subsequently, staff met with Adams Streeter and a traffic engineer familiar with projects in the City of Anaheim, Peter Pirzadeh of Pirzadeh and Associates, who confirmed Caltrans' concerns.

At its August 23 meeting, the Committee discussed the final Adams Streeter Report. Given the persistent access challenges to the Property for either leasing or development, Michael Hefner, of Voit, suggested exploring the construction of a bridge from East La Palma Avenue over the SAR. Mr. Hefner indicated that pursuing this option would likely involve acquiring commercial properties and/or securing the necessary Right-of-Way. At its October 2 Board meeting, the Board authorized the execution of an agreement with Voit to evaluate potential access options under a 6-month agreement. At the January 2025 Committee meeting, Voit reviewed potential access from East La Palma and reported that gaining access from East La Palma would be extremely challenging.

In preparation for a possible future meeting with Caltrans to further discuss access from Imperial Highway, the Board authorized staff to hire an engineering firm to review access options from Imperial Highway, develop geometric designs of those options, and evaluate impacts on traffic loads based on those options.

Staff has hired Dudek who will conduct a traffic operations analysis for the design options. The analysis will be conducted to determine vehicle intersection delays and approach queues using the Synchro traffic analysis software. The project study area will include the segment of Imperial Highway between the Santa Ana River and its intersection with the SR-91 eastbound ramps on the south side of SR-91.

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
	Adams Streeter revising aerial survey of property
November	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 a meeting to discuss Property access.
February	Reached out to Assemblyperson Chen and State Senator Chin's offices for assistance in meeting with Caltrans.
March	Letter received from Caltrans Director Lan Zhou
April	Staff met with Caltrans to discuss the letter received from Caltrans Director Lan Zhou and specifically about conceptual ideas for accessing the property
May	Staff review roundabout option with Adams Streeter and traffic engineer Pirzadeh and Associates
July	Draft Site Development Analysis from Adams Streeter
August	Final Site Development Analysis from Adams Streeter
September	Proposal from Voit to evaluate potential access options
October	Board approval to execute agreement with Voit to evaluate potential access options
November	Agreement executed with Voit
February 2025	Board approval to hire a traffic engineer
	Solicited proposals from traffic engineers
March & April	Received proposals from Pirzadeh and Associates, and Dudek

PRIOR RELEVANT BOARD ACTIONS

02/05/2025, R25-02-xx: Authorize the General Manager to hire a consultant for traffic engineering services pertaining to potential development of access to the Imperial Highway property in an amount not to exceed $20,000.

10/02/2024, R24-10-124: Approve and authorize execution of an Agreement with Voit Real Estate Services, exploring bridge access options to the Imperial Highway Property for 6-month term, at a rate of $450 per hour, with a total cost not to exceed $7,500.

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

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)

7

AGENDA ITEM SUBMITTAL

Meeting Date: June 27, 2025

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 OF IN-PLACE REMEDIATION FOR THE PRADO LEAD REMEDIATION PROJECT

SUMMARY

The District is working with the Department of Toxic Substances Control (DTSC) to address soil contamination at former shooting areas at Pigeon Hill and the Former Clay Target Range (FCTR) in Prado Basin. The Board directed staff to pursue In-Place Remediation and approved an updated scope of work and budget to complete the planning of this project. Staff will update the committee.

RECOMMENDATION

Informational

DISCUSSION/ANALYSIS

OCWD leases property in Prado Basin for hunting and shooting related activities. Areas formerly used for shooting related activities are known to be contaminated with residual lead shot, lead in soil and polyaromatic hydrocarbons (PAHs) contained in clay targets. At the Property Committee in April of 2024, the Board directed staff to pursue In-Place Remediation with a corrective action management unit (CAMU) at the FCTR and soil capping at Pigeon Hill.

In July, the Committee approved an updated scope of work and budget with AECOM to complete the planning phase of the project. This includes the development of a remedial action plan, CEQA documentation, geotechnical studies and CAMU designs.

Staff have received the internal draft of the Initial Study / Mitigated Negative Declaration (IS/MND), as required by the California Environmental Quality Act (CEQA) and the Remedial Action Plan from AECOM. Staff are actively reviewing and providing comments on both documents. It is anticipated that both these draft documents will be submitted to DTSC this summer for review and concurrence before being made available to the Public later this year.

Staff will update the Committee.

PRIOR RELEVANT BOARD ACTIONS

8/7/2024, R24-8-92 Authorize execution of Amendment #9 to Agreement No.1321 with AECOM in the amount of $445,989 to complete the Remedial Action Plan, Initial Study and Mitigated Negative Declaration (IS/MND) for CEQA compliance and conduct the remedial design for the In-Place Remediation, including conducting a supporting geotechnical study and vertical profile soil sampling.

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.