Lopez, Maria [COB]

From: Heidi Alonzo <catalina1118@msn.com>
Sent: Monday, August 10, 2026 10:11 PM
To: COB_Response; COB_Response
Subject: Re: Agenda Item 31 at 8/11/2026 Board Meeting

August 10, 2026

To: Chair Doug Chaffee, Supervisor, 4th District

Vice Chair Katrina Foley, Supervisor, 5th District

Supervisor Janet Nguyen, 1st District

Supervisor Vicente Sarmiento, 2nd District

Supervisor Donald P. Wagner, 3rd District

For Inclusion in Public Record: Response@ocgov.com; Comments@cob.oc.gov

RE: **Agenda Item 31 at 8/11/2026 Meeting** - Opposition to Proposed MOU with Dana Point Harbor Partners to Convert OCSEC Public Use Cove Room into Restaurant (Agenda Item S94Z at 6/23/2026 Meeting)

Dear Chair and Members of the Orange County Board of Supervisors,

We are writing to voice our support for the recent decision to remove from Agenda Item #31 the County's proposed Memorandum of Understanding ("MOU") with Dana Point Harbor Partners, LLC ("DPHP") for DPHP to lease and develop a portion of the Orange County Sailing & Events Center ("OCSEC") in Dana Point Harbor. Under this MOU, the County contemplated a long-term lease for DPHP to develop a 5,000-square-foot restaurant with a 2,000-square-foot courtyard. This area of the OCSEC, known as the Cove Room and adjacent courtyard, is currently operated by the County for use by the public.

While this recent attempt to relinquish additional public space to DPHP for financial gain has been removed from the agenda, we think it is important for all of the Supervisors to understand what is at stake here. We fear that further attempts to privatize this small slice of remaining public space will be revived in the future.

This opposition is brought by the undersigned current users of the OCSEC. We are organizations and community members who rely on this public facility for meetings, educational programs, recreational activities, nonprofit events, and community gatherings. Our organizations were selected by the county to provide educational boating and recreation for the community. Our groups serve thousands of OC residents annually, and our constituency returns regularly during the year, bringing hundreds of thousands of visitors to OCSEC annually. As current users of this unique public resource, we understand firsthand the important role the OCSEC and Cove Room serve for residents throughout Orange County and the significant negative impact that converting this space to the contemplated private commercial use would have.

The MOU proposal was presented to the Board under Agenda Item S94Z at the June 23, 2026 Board of Supervisors meeting. The MOU was included as Attachment E to Supplemental Agenda Item, Agenda Staff Report (Control 26001513). At the June 23 meeting, discussion regarding this agenda item focused on hotel provisions, with virtually no mention of the MOU to lease the Cove Room to DPHP for restaurant space. Due to some board members' desire for more analysis on the hotel issue, the agenda item was continued, and it appears that the restaurant item was removed in the interim.

We respectfully ask that you carefully consider the significant and irreversible consequences that a restaurant at the OCSEC would have for Orange County residents. This is about much more than authorizing another waterfront restaurant. It is about whether Orange County should permanently relinquish one of its most unique and irreplaceable public waterfront assets. If the Cove Room is converted into a private commercial restaurant, the public will effectively lose this remarkable facility for generations. The likelihood that this space would ever be restored to its current public purpose is exceedingly remote.

Documented Public Use of the OCSEC

The importance of preserving the Cove Room and the broader public function of the OCSEC is supported by the County's own planning efforts. In March 2025, IDS Group prepared the "Interim Facility Space Management Plan for the Orange County Sailing and Events Center (OCSEC)" for the County of Orange - OC Parks. This comprehensive analysis identified 14 active user groups utilizing the OCSEC, most of which serve youth participants and provide educational, recreational, and community-based programming. These organizations represent exactly the type of public-serving activities that make the OCSEC a valuable County asset. The loss of the Cove Room would irreparably harm the use and operations of the OCSEC.

The OCSEC regularly hosts community users including senior fitness classes, Women's Alcoholics Anonymous meetings, and other community groups. The senior fitness group alone regularly draws 135 Orange County residents for strength and fitness training. The room also provides a venue for special events, nonprofit gatherings such as summer camp registration, educational programs such as a recent OC Sheriff's seminar, and community celebrations such as weddings. These uses demonstrate that the Cove Room is not simply an available building space—it is an active community resource serving residents of different ages, backgrounds, and abilities.

Serving All Residents of Orange County

The IDS Group report confirms that the OCSEC already functions as a community-serving facility. The question before the Board is whether that public mission should be maintained, or whether a portion of this limited public waterfront resource should be permanently converted to a private commercial use. DPHP has touted the harbor renovation as being "first class" and has noted its desire to turn the harbor into a "world class destination." This serves their commercial purposes well, but ignores the reality of the average Orange County resident. Another expensive restaurant, plopped down in the middle of the public use area, only impedes the average public user's ability to enjoy the area.

While a high-quality restaurant may be an attractive commercial use, the Board must weigh that benefit against the permanent loss of a public waterfront facility that currently serves a much broader community purpose. Public reporting has indicated that the DPHP overall harbor renovations currently in progress will yield more than 50 new shops and restaurants totaling approximately 120,000 square feet. It is not necessary or advisable to dedicate the only indoor space that is available for public use for yet another restaurant.

Parking, Traffic, and Safety Concerns

Parking at the OCSEC is already heavily utilized by visitors including beach-goers, members of the public renting kayaks and paddleboards, pedestrians walking along the waterfront path, and volunteers. The same parking lot that is directly adjacent to the proposed restaurant site is shared by all of these groups, including those visiting Baby Beach with their families. Baby Beach and the adjacent grassy areas host many family birthday parties and extended family groups that gather for BBQing and beach time with their families in the protected cove. This parking lot is often completely full year-round, and even with a proposed reconfiguration of the parking lot, it could not reasonably support parking for a new 7,000 square foot restaurant.

A destination restaurant would substantially increase traffic, parking demand, deliveries, rideshare activity, and pedestrian congestion in an area already serving multiple public uses. The resulting impacts would make access more difficult for public users.

These concerns are particularly significant given the number of youth programs and summer camps operating at the facility, as well as families with small children accessing Baby Beach. Increased vehicle traffic and pedestrian activity in areas where children are gathering and accessing the water raises legitimate safety concerns that should be carefully considered.

Impact on Existing Users and Public Access/Alternatives

A large restaurant would not operate in isolation. It would affect every organization and individual who currently depends on the OCSEC and the surrounding Baby Beach area. Reduced parking availability, increased congestion, scheduling conflicts, and loss of flexible meeting space would undermine the Center's current public-serving mission.

If the County's objective is to generate additional revenue from the OCSEC, there are alternatives that preserve public ownership and public access. The County should explore solutions such as contracting with a professional event coordinator, improving marketing and outreach, expanding community programming, increasing facility rentals, and creating additional opportunities for public and nonprofit use. These approaches could enhance revenue without permanently sacrificing a unique public waterfront resource.

The Board's Responsibility to Protect This Public Asset

Orange County has very few publicly owned indoor waterfront facilities where residents can gather, learn, and celebrate together. The Cove Room represents a rare opportunity for residents of all ages and backgrounds to connect with Dana Point Harbor through education, recreation, nonprofit activities, and community events. This opportunity should not be permanently exchanged for another upscale restaurant.

Ultimately, the responsibility to protect this unique public resource rests with the Orange County Board of Supervisors. As the elected stewards of County property and public waterfront assets, the Board is the entity entrusted with ensuring that the long-term interests of Orange County residents are protected. Beyond that duty, under the Tidelands Act, low cost boating and recreational opportunities are required as part of the grant of the tidelands area from the state to Orange County.

We recognize that DPHP has invested significant resources in the redevelopment of Dana Point Harbor and that there are many voices supporting additional commercial opportunities within the harbor. However, the Board's role is to balance those interests with its responsibility to preserve meaningful public access and protect the limited public spaces that make Dana Point Harbor a true community asset.

The Cove Room represents one of those increasingly rare public spaces. Once converted to a private commercial use, this opportunity for broad community access cannot realistically be recovered. The Board has the unique ability—and responsibility—to ensure that the public's interest remains at the forefront of this decision.

Thank you for your thoughtful consideration and for your continued stewardship of Orange County's public resources.

Respectfully submitted by the undersigned current users of the Orange County Sailing & Events Center and Cove Room:

Diane Wenzel for Dana Point Aquatic Foundation (non-profit) and Westwind Sailing

John Yamasaki and Heidi Alonzo for Dana Outrigger Canoe Club (non-profit)

Jeff DeLaurie for Dana Point Harbor Youth Sailing Foundation (non-profit) and Dana Point Mariner Sea Scouts (non-profit)

Nancy Brady for Dana Point Jazzercise

Lopez, Maria [COB]

From: Greg Golde <gdgolde@hotmail.com>
Sent: Monday, August 10, 2026 7:07 PM
To: Fourth District; Foley, Katrina; Wagner, Donald; Sarmiento, Vicente; Nguyen, Janet
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members, Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's (see below) proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters. The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.
Supervisor Foley's Recommended Lease Amendments: 3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:
a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date.
b. Require each proposed slip rate increase to include a detailed marina slip survey of comparable Southern California marinas from Santa Barbara to San Diego, with emphasis on comparable publicly owned marinas.
c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies.
d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.
e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.
f. Cap any fifth-year market adjustment at 10 percent.

Thank you very much for your support of boaters in Dana Point Harbor.

Sincerely,
Greg Golde

Lopez, Maria [COB]

From: Sam Forman <sforman@unitehere11.org>
Sent: Monday, August 10, 2026 5:46 PM
Subject: For consideration for tomorrow's meeting - agenda item 31
Attachments: Community Outreach Regarding the Redevelopment of Dana Point.pdf

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

To Whom it May Concern:

I am sharing a document for your consideration regarding tomorrow's agenda item #31.

Thank you,
Sam Forman

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Sam Forman
Organizer, UNITE HERE! Local 11

(213) 481-8530, ext 287 | www.unitehere11.org

sforman@unitehere11.org

Submitted to: Orange County Board of Supervisors
Meeting Date: August 11, 2026
Agenda Item: Item 31
Date of Outreach: Saturday, August 8, 2026
Location: Dana Point Harbor Marina area, adjacent to the Dana Point Marina Inn
Organization: UNITE HERE Local 11

This document is respectfully submitted to the Orange County Board of Supervisors in connection with **Agenda Item 31 on the Board's August 11, 2026 meeting agenda** and is intended to provide information regarding community outreach conducted concerning the ongoing redevelopment of Dana Point.

On Saturday, August 8, 2026, volunteers and organizers with UNITE HERE Local 11 conducted community outreach in the Dana Point Harbor Marina area, adjacent to the Dana Point Marina Inn.

During the outreach, we spoke with residents, shoppers, and tourists about their views and concerns regarding the ongoing redevelopment of Dana Point. We asked individuals whether they were concerned about the continued redevelopment of the area.

As part of the outreach, a petition was circulated containing the following statement:

"I would like to stop seeing Dana Point redevelop."

Individuals who expressed agreement with the petition statement were invited to sign. The following individuals signed the petition during the August 8, 2026 outreach:

Petition Signatories

Name	City
Deric Ryals	Westminster
Carole Fitzpatrick	San Clemente
Debra Tovar	San Clemente
David Parker	Sunset Beach
Chris Wright	San Clemente
Ronique Davis	Los Angeles
Robert Hicty	San Diego

Lopez, Maria [COB]

From: Matsler, Sean <SMatsler@coxcastle.com>
Sent: Monday, August 10, 2026 5:22 PM
To: COB_Response
Cc: Bob Olson; Bryon Ward (bward@burnham-ward.com); Joe Ueberroth; Scott Burnham; Thompson, Kim; Haubert, Michael; Dustin Schmidt; Bobby A. Olson; Bauer, Brian; Verdaguer, Zoila; Miller, Thomas 'Mat'; COB_Response
Subject: Item 31 - Dana Point Harbor
Attachments: BOS_08.10.2026_with BO Signature.pdf

Honorable Chairman Chaffee and Members of the Board of Supervisors,

Please see the attached letter on behalf of Dana Point Harbor Partners and Dana Point Harbor Drystack in connection with Item 31 on the Board's August 11, 2026, agenda.

Thank you,
Sean

Sean T Matsler

COX CASTLE

Cox, Castle & Nicholson LLP
3121 Michelson Drive | Suite 200 | Irvine, CA 92612
direct: 949.260.4652 | *mobile:* 714.330.0797
main: 949.260.4600
SMatsler@coxcastle.com | vcard | bio | website

Sean T Matsler

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SMatsler@coxcastle.com | vcard | bio | website

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DANA POINT HARBOR PARTNERS

BWP BURNHAM|WARD PROPERTIES R.D.OLSON DEVELOPMENT BELLWETHER FINANCIAL GROUP

August 10, 2026

Honorable Chairman Doug Chaffee and Members of the Board of Supervisors
County of Orange
County Administration North
400 W. Civic Center Drive
Santa Ana, CA 92701

RE: Existing Hotel Employees, Dana Point Marina Inn

Dear Chairman Chaffee and Members of the Board:

In preparation for tomorrow's Board meeting, you and other Supervisors have expressed concern over the potential displacement of existing Dana Point Marina Inn employees, if and when its operations may be terminated to make way for the two new hotels that are contemplated in DPHP's Dana Point Harbor revitalization plan.

First of all, based on the outcome of the June Board meeting, re-starting the development process for the hotels will take some time and, in the interim, we do not anticipate any disruption to current Dana Point Marina Inn operations. We also would not contemplate starting construction on the new hotels until the new hotel construction drawings have been completed and are fully permitted and financing for the new hotels has been put in place.

Secondly, the Working Adjustment and Retraining Notification (WARN) Act is intended to be applied to hotels with more than 50 employees. The Dana Point Marina Inn currently employs 20 associates (19 full-time and 1 part time) and therefore it is not subject to the WARN Act. That said, if and when new construction commences and current Dana Point Marina Inn operations cease, DPHP has expressed our own concerns for those employees who may be impacted by a short-term closure, which we have expressed to our current third-party hotel management firm. The following is the response from our third-party hotel management firm, addressing ours and the County's questions regarding the potential displacement of Marina Inn employees. For reference, our third-party hotel management firm has 30 hotels equating to 3,500 hotel rooms under management and they are always adding hotels to their portfolio.

DANA POINT HARBOR PARTNERS

BWP BURNHAM|WARD PROPERTIES R.D.OLSON DEVELOPMENT BELLWETHER FINANCIAL GROUP

From our third-party hotel management firm:
"The property currently employs 20 associates, consisting of 19 full-time employees and 1 part-time employee. As we all recognize, recruiting and retaining talent within the hospitality industry remains a significant challenge, making the retention of existing team members wherever possible a priority. Our objective will be to redeploy and reposition eligible associates within the portfolio. For those associates for whom placement opportunities are not available, we will proceed with a separation process that includes payment of all accrued and eligible PTO balances and a rehire-eligible termination status, allowing them to be considered for future opportunities within the organization."

In addition to the above, we recognize that many of the current Dana Point Harbor Marina Inn employees may reside in general proximity to the Dana Point Harbor and we would certainly encourage them to offer local employment opportunities within their portfolio, where possible.

Should you have any additional questions, please don't hesitate to contact us.

Sincerely,

DANA POINT HARBOR PARTNERS, LLC

Bob Olson
Its Manager

Bryon Ward
Its Manager

Cc: Joe Ueberroth
Scott Burnham

Lopez, Maria [COB]

From: Meredith Entsminger <meredith_entsminger@hotmail.com>
Sent: Monday, August 10, 2026 2:55 PM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members,

My name is Meredith Entsminger and my family has lived in Dana Point for 39 years. Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.

The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date.

b. Require each proposed slip rate increase to include a detailed marina slip survey of comparable Southern California marinas from Santa Barbara to San Diego, with emphasis on comparable publicly owned marinas.

c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies.

d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

My Mayor has asked the boaters in a side comment on social media to put together data that shows the developers will still make a profit. I find this more fitting OC or Dana Point would put this together as the general public won't have access to the developers financials.

Sincerely,

Meredith Entsminger

Lopez, Maria [COB]

From: Anne Eubanks <anneeubanks@gmail.com>
Sent: Monday, August 10, 2026 7:47 AM
To: COB_Response
Subject: August 11, 2026 Public Comment Item #31 - Dana Point Ground Lease
Attachments: Letter to Board of Supervisors July 20 2026 on letterhead FINAL and Signed.pdf

Attached is a letter for Public Comment for Item 31 on the 8/11 agenda.

Thanks,

Anne

DANA POINT BOATERS ASSOCIATION **|** PO BOX 461, DANA POINT, CA 92629-0461
PHONE: 949-485-5656 **|** WEBSITE: https://danapointboaters.org

June 20, 2026

Orange County Board of Supervisors
400 W Civic Center Dr.
Santa Ana, CA 92701

Re: Slip Rate Pricing and the Proposed new 66-Year Leases for Dana Point Harbor

Dear Chair Chaffee and Supervisors,

We respectfully request your support for inclusion of the slip rate pricing policy, as proposed by Supervisor Foley at your June 23rd meeting, in the new 66-year lease with Dana Point Harbor Partners (DPHP).

As you know, Dana Point Harbor is Granted Tidelands, thus, it is subject to the Public Trust Doctrine. Orange County, as Trustee, has thirteen fiduciary duties as outlined in Public Resources Code 6009.1: https://codes.findlaw.com/ca/public-resources-code/prc-sect-6009-1/

Public Resources Code 6009.1 is very clear that a trustee of granted tidelands cannot delegate their fundamental fiduciary duties. Under the Public Trust Doctrine, trustees are legally prohibited from transferring the administration of the trust or delegating core decision-making responsibilities that they can reasonably be required to perform personally.

Section 11.9 of the Master Lease appears to violate the duty of Orange County to not delegate to others by giving the lessee, DPHP the authority to set slip rates. It reads in part: “Said prices will be “market rate” pricing as reasonably determined by Lessee; provided, however, that in all events such prices shall be consistent with the limitations on pricing as mandated by the Tidelands Grant”.

The Orange County Real Estate office that oversees the lease has interpreted Section 11.9 to mean that Dana Point Harbor Partners (Lessee) has unfettered discretion to determine the “Market Rate”. To the extent the rates are actually above market rates, the rates violate California Constitution Article 16, Section 6 “gifting provisions” which prohibits public agencies, including the County, from making a gift of public property funds to any individual, association, or corporation. Just as it is illegal to charge below true market rates to “gift” to boaters, in this case, the County is “gifting” to Dana Point Harbor Partners by allowing them to charge rates in excess of market rates to increase their own profits, at the expense of the Public.

The “Market Rate” studies used by Dana Point Harbor Partners to justify large slip rate increases do not include any analysis of what marinas compete with one another, which has allowed them to cherry-pick high-cost, non-competing marinas, while excluding lower-cost marinas that do compete and represent the vast majority of marinas in Southern California.

DANA POINT BOATERS ASSOCIATION | PO BOX 461, DANA POINT, CA 92629-0461
PHONE: 949-485-5656 | WEBSITE: https://danapointboaters.org

Per the Agenda Staff Report from the June 23rd Agenda Item S94Z, the total revitalization will cost $705 Million with the marina and drystack portion totaling $209 Million which is 29.6% of the total cost. But 71.9% of the projected 66-year revenue of $2.2 Billion will come from the marina and drystack.

Conversely, the commercial core and hotel components will cost $496 Million, which is 70.4% of the total cost and only produce 28.1% of the revenue. So, it appears the burden to pay for most of the project falls on the backs of public boaters. One could safely argue that the boaters are subsidizing the commercial core and the hotels.

Before the master lease was signed, Dana Point boaters received a 2.8% County rate increase in July 2018. DPHP then raised slip rates by 26% to 95% in 2021, depending on slip size, followed by average increases of 7.9% in 2024, 9% in 2025, and another 9% in 2026. The Partners have also announced that slip rates will increase by 9% annually for the next several years. We estimate that these large increases have driven approximately 800 boaters out of the harbor, limiting coastal access to wealthier individuals.

Dana Point Marina is supposed to be a public marina not a private, for-profit entity. It is supposed to pay for itself, but it was never intended that the majority of the revenue to support the commercial core and hotels should come from slip fee revenue. Yet, certain public officials continue to repeat the false mantra that “the boaters are being subsidized”. One reality is that the boating population in the marina is rapidly evolving into an enclave for the County’s wealthier residents, as long-term slip renters either sell their boats or flee for much less expensive slips in Long Beach or San Diego. Another reality is that public officials have started to view the slip fees as an indirect profit center to subsidize other operating costs not related to the Harbor.

We respectfully request that slip rate pricing protection be explicitly included if you vote to approve a 66-year lease, which ultimately will be a 74-year lease, because of the 8 years which have expired on the existing lease.

Sincerely,

Anne Eubanks
President

Lopez, Maria [COB]

From: Anne Eubanks <anneeubanks@gmail.com>
Sent: Monday, August 10, 2026 7:36 AM
To: COB_Response
Subject: Public Comment - August 11 Board of Supervisors Meeting Agenda Item 31
Attachments: Letter to OC Board of Supervisors aug 9 2026.pdf

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

See attached for public comment.

Thanks,

Anne Eubanks
DPBA President

DANA POINT BOATERS ASSOCIATION | P.O. BOX 461, DANA POINT, CA 92629-0461
Email: officers@danapointboaters.org | Website: http://danapointboaters.com | Phone: 949-485-5656

August 9, 2026

Orange County Board of Supervisors
400 W. Civic Center Dr.
Santa Ana, CA 92701

Re: Agenda Item 31 for the August 11, 2026, Board Meeting

Dear Chair Chaffee and Supervisors,

We noticed in reviewing the documents for the above referenced agenda item that Supervisor Foley's slip rate pricing amendment wasn't included in the marina lease nor as a separate item for consideration. We hope that it will still be considered.

Dana Point Harbor is granted tidelands and is not standard county-owned proprietary land. Instead, the County holds it as a trustee for the state, bound by the Public Trust Doctrine. The land remains sovereign public land meant for statewide uses like commerce, navigation, recreation, and open space, rather than general county real estate.

Regular county land (like a courthouse or county office building) is held in a proprietary/commercial capacity where the county has broad ownership rights. Tidelands are sovereign lands. Decisions of both the U.S. Supreme Court and the California Supreme Court have long held that the State and its local governments cannot transfer ownership to sovereign, Tidelands lands, nor can the government waive its trustee fiduciary obligations.

The state transferred management and administrative authority of Dana Point Harbor to Orange County via a legislative grant, but the underlying ownership and ultimate responsibility remain tied to the public trust for the benefit of all citizens of the state. Thus, the County has the fiduciary duty to treat Dana Point Harbor as a Trustee and not an Owner.

Orange County, under Section 11.9 of the marina lease, as interpreted by County Real Estate, abdicates its fiduciary duty to Dana Point Harbor Partners regarding slip rate pricing. This fiduciary responsibility is a sovereign, non-alienable duty that cannot be legally cast off, abandoned, or transferred in a way that impairs the public interest.

All the newly proposed leases have Lease Challenge language in them that aren't in the current leases. Section 8.1 (e) Indemnification reads: challenges to the approval this Lease brought by any party, including any agency with oversight of public tidelands ("Lease Challenge").

It is apparent that by including this language in the leases, either the County or Dana Point Harbor Partners have concerns about the leases not complying with the Tidelands Grant.

DANA POINT BOATERS ASSOCIATION | P.O. BOX 461, DANA POINT, CA 92629-0461
Email: officers@danapointboaters.org | Website: http://danapointboaters.com | Phone: 949-485-5656

Please do not approve these new leases without the slip rate pricing language proposed by Supervisor Foley included.

Sincerely,

Anne Eubanks
President

Lopez, Maria [COB]

From: ART AMBROSE <artambrose@cox.net>
Sent: Sunday, August 9, 2026 3:00 PM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members,

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The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

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c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies.

d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

Fair Winds,

Lopez, Maria [COB]

From: Mandi Schenkenberger <mandisanmi@gmail.com>
Sent: Sunday, August 9, 2026 1:27 PM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members, Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters. The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end. Supervisor Foley's Recommended Lease Amendments: 3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements: a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date. b. Require each proposed slip rate increase to include a detailed marina slip survey of comparable Southern California marinas from Santa Barbara to San Diego, with emphasis on comparable publicly owned marinas. c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies. d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser. e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach. f. Cap any fifth-year market adjustment at 10 percent.

Sincerely,
Mandi Schenkenberger

Lopez, Maria [COB]

From: Teri Entsminger <dptmom2@gmail.com>
Sent: Sunday, August 9, 2026 9:56 AM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members,

Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.

The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date.

b. Require each proposed slip rate increase to include a detailed marina slip survey of comparable Southern California marinas from Santa Barbara to San Diego, with emphasis on comparable publicly owned marinas.

c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies.

d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

Sincerely,

Theresa Entsminger
David Entsminger

Lopez, Maria [COB]

From: haley gee <hairbyhaleygee@yahoo.com>
Sent: Sunday, August 9, 2026 9:08 AM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Dear Chairman Chaffee and Board Members,

Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.

The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date.

b. Require each proposed slip rate increase to include a detailed marina slip survey of comparable Southern California marinas from Santa Barbara to San Diego, with emphasis on comparable publicly owned marinas.

c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies.

d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

Sincerely,

[Please Type Your Name]

Sent from my iPhone

Lopez, Maria [COB]

From: maureen wise <maureenmwise@icloud.com>
Sent: Sunday, August 9, 2026 8:19 AM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members,

Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.

The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date.

b. Require each proposed slip rate increase to include a detailed marina slip survey of comparable Southern California marinas from Santa Barbara to San Diego, with emphasis on comparable publicly owned marinas.

c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies.

d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

Sincerely,

Maureen Wise

Sent from my iPhone

Lopez, Maria [COB]

From: PAUL G <pguthart@gmail.com>
Sent: Sunday, August 9, 2026 8:10 AM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Regarding the Orange County Board of Supervisors' consideration of the new 66-year Master Leases for Dana Point Harbor on August 11, 2026 (Agenda Item #31), I am writing in support of Supervisor Foley's proposed language, outlined below, to amend Section 11.9 of the Marina Lease and establish clear, enforceable guidelines for future slip rate increases.

The significant rate increases I and my fellow boaters have experienced since leasing my slip eight years ago, have created a great deal of financial strain, frustration, and division for myself and my fellow boat neighbors.

I don't understand why a County operated recreation area would be up for sale and privatized. You might as well start to sell the County owned beaches. Allowing DPHP to call the shots from day one with no oversight was a poor decision. Many of us boaters have no other option as we live in the area. Should I have to drive an hour to enjoy my boat?

The pain and acrimony that accompanied those increases should not continue under the new 66-year lease. The County should seriously look into how to revoke the lease for breech or other infraction.

Regardless, boaters deserve a predictable, transparent, and reasonable process for any future rate adjustments. As it it we, the boaters are partially financing their project. Granted, it will be beautiful when completed, but at extreme expens. My personal slip fee has just short of doubled over the 8 years I have been in the harbor.

I therefore strongly support Supervisor Foley's recommended lease amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date.

b. Require each proposed slip rate increase to include a detailed survey of comparable Southern California marinas, from Santa Barbara to San Diego, with particular emphasis on comparable publicly owned marinas.

c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index (CPI), with an annual cap of 5 percent per slip-size category, unless a fifth-year market adjustment applies.

d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable publicly owned marinas throughout Southern California and prohibit reliance on a single harbor or market, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

These provisions would provide boaters with much-needed predictability while still allowing for reasonable market adjustments over time. Most importantly, they would establish an objective and transparent process that protects both the County's interests and the boating community from the kind of excessive and contentious increases experienced over the past eight years.

I respectfully ask the Board of Supervisors to adopt Supervisor Foley's proposed language as part of the new Dana Point Harbor Master Lease.

Respectfully,

Paul Guthart, Aliso Viejo

Lopez, Maria [COB]

From: donnablynch@cox.net
Sent: Saturday, August 8, 2026 2:36 PM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Importance: High

Dear Chairman Chaffee and Board Members,

We have been residents of Dana Point since 1993. We have owned boats in the marina the entire time but had to sell 2 years ago. We really want to plan to have another boat if we can be assured of the future. We miss it sooo much.

Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.

The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

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c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies.

d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

Sincerely,

Christopher and Donna Lynch
24672 Benjamin Circle
Dana Point, CA 92629

Lopez, Maria [COB]

From: greg mcdowell <gtmcdowell@outlook.com>
Sent: Saturday, August 8, 2026 11:58 AM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members,

I am sending this email as a concerned boater of Dana Point Harbor for 40 plus years.

Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.

The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

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d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

Sincerely,

Greg McDowell

Lopez, Maria [COB]

From: Vic Olechno <volechno@gmail.com>
Sent: Saturday, August 8, 2026 7:03 AM
To: Fourth District; Foley, Katrina; Wagner, Donald; Sarmiento, Vicente; Nguyen, Janet
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members, Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's (see below) proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.
I have been a boat owner and slip occupant since 1996 supporting our local business and fellow boaters. We all agree to improvements and new developments BUT… there is a big but, example the Sailing Club that should be put on a back burner until the new development is completed and fully occupied, no need for more at this point There has to be more control and consideration for displacement of business and services. The businesses that have been closed without alternative remedies affecting business owners, retirements, staffing, extended families and local economy is destructive and has a long-term effect on everyone. So much full control with one company is dangerous and the harbor being a taxpayer property, the taxpayer deserves more protection from the County against long term damage and the greed of more. The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end. Supervisor Foley's Recommended Lease Amendments: 3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements: a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date. b. Require each proposed slip rate increase to include a detailed marina slip survey of comparable Southern California marinas from Santa Barbara to San Diego, with emphasis on comparable publicly owned marinas. c. Limit annual slip rate increases to the cumulative change in the Consumer Price Index and cap any annual increase at 5 percent per slip size category, unless a fifth-year market adjustment applies. d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser. e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach. f. Cap any fifth-year market adjustment at 10 percent.

Thank you, Sincerely
Vic Olechno, California Broker DRE #01210644
Cellular 1-949-433-8795

his affiliates may monitor all incoming and outgoing email communications in the United States, including the content of emails and attachments, for security, legal compliance, training, quality assurance and other purposes. If your home is currently listed this is not a solicitation for your listing.

Lopez, Maria [COB]

From: Cheryl Stavana <cherylstavana@gmail.com>
Sent: Friday, August 7, 2026 6:09 PM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente
Cc: COB_Response; leadership@danapointboaters.org
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members,

Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters.

The burdensome increases of the last 8 years, and the pain, dissension, and acrimony that accompanied those increases, should end.

Supervisor Foley's Recommended Lease Amendments:

3. Direct CEO Real Estate and County Counsel to revise Attachment B, Master Ground Lease Commercial Core and Marina Component with DPHP, LLC, Section 11.9, to establish a slip rate stabilization policy for future slip rental rate increases after the July 1, 2026, adjustment, including the following requirements:

a. Require any future slip rate increase to be submitted to the CEO Real Estate Office at least 90 days before the proposed effective date.

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d. Beginning in 2030, allow a fifth-year market adjustment above cumulative CPI only when supported by a marina slip survey conducted by a credentialed appraiser.

e. Require the fifth-year market survey to include comparable Southern California publicly owned marinas and prohibit reliance on a single harbor, such as Newport Beach.

f. Cap any fifth-year market adjustment at 10 percent.

Sincerely,

Cheryl Stavana

Lopez, Maria [COB]

From: Chip Prather <chipprather1@gmail.com>
Sent: Friday, August 7, 2026 5:27 PM
To: Fourth District; Foley, Katrina; Wagner, Donald; Nguyen, Janet; Sarmiento, Vicente; COB_Response
Subject: Dana Point Harbor New And Amended Lease Agreements

Dear Chairman Chaffee and Board Members

Regarding the OC Board of Supervisors' consideration of the new 66-year Master Leases on August 11, 2026, Agenda Item #31, for the Dana Point Harbor, I write in support of Supervisor Foley's proposed language that would amend Section 11.9 of the Marina Lease to provide clear, enforceable guidelines for slip rate increases for boaters and respectfully urge you to support Supervisor Katrina Foley's proposed amendment.

I have been a Dana Point Harbor slip renter for 46 years. During that time, I have witnessed many changes in the harbor, but few issues have had a greater impact on the boating community than the uncertainty surrounding slip rental rates and the unprecedented double digit increases in each of the last 4 years. As someone who has invested nearly five decades in this harbor, I believe the County has an obligation to ensure that rate-setting is transparent, fair, and predictable for the recreational boating community.

Supervisor Foley's proposed amendment represents an important step toward providing those protections. It helps establish greater clarity and oversight while balancing the County's responsibilities with the legitimate interests of the thousands of boat owners and families who have made Dana Point Harbor their home for many years.

The harbor is far more than a commercial enterprise. It is a treasured public asset that has served generations of Orange County residents. Long-time slip holders have invested not only financially, but also through decades of stewardship, volunteerism, and support for the harbor community. Policies governing slip rates should recognize that history and provide stability rather than uncertainty.

As a 46-year tenant, I respectfully ask you to consider the real-world impact these decisions have on families who have built their lives around Dana Point Harbor. Supporting Supervisor Foley's amendment would demonstrate the Board's commitment to fairness, accountability, and preserving public access to recreational boating.

I respectfully urge you to please vote YES on Supervisor Foley's proposed amendment on August 11. Thank you for your consideration and for your service to the residents of Orange County.

Respectfully,
Chip Prather, Dana Point Harbor Slip Renter (46 Years)
3124 Calle Grande Vista
San Clemente, CA 92672

Lopez, Maria [COB]

From:	Charlie Carnow <ccarnow@unitehere11.org>
Sent:	Monday, August 10, 2026 10:01 PM
To:	COB_Response
Cc:	Juan Muñoz; Fourth District; Fourth District; Chaffee, Doug; Jabbar, Al; Foley, Katrina; Foley, Katrina; Anas, Nick; Sarmiento, Vicente; Sarmiento, Vicente; Goebel, Yasie
Subject:	Labor, Community and Political Organizations Support Dana Point Marina Inn Workers (8/11/26 BOS Meeting, Item #31)
Attachments:	LettertoBoardofSupervisors_Item31WorkerCommunityPoliticalOrgs.pdf

Dear Honorable Chair Chaffee:

We are writing to you as a coalition of labor, community, and political organizations representing working-class people in Dana Point and greater Orange County. For decades, Dana Point Marina Inn employees have helped make our County-owned Dana Point Harbor welcoming to visitors. Please see our attached letter in support of Dana Point Marina Inn workers. We encourage you to continue to stand with Dana Point Marina Inn workers in the fight to save their jobs.

Sincerely,

NUHW

CHISPA OC

Workers United Local 50

Orange County Working Families Party

SEIU-UHW

UNITE HERE Local 11

CLUE JUSTICE

Actors' Equity Association

--

Charlie Carnow, Research Analyst
UNITE HERE Local 11
Phone: (818) 635-3034
Email: ccarnow@unitehere11.org

August 11, 2026

Orange County Board of Supervisors Chair Doug Chaffee and Members of the Board of Supervisors
Orange County Board of Supervisors
400 W Civic Center Dr.
Santa Ana, California 92701

Dear Honorable Chair Chaffee and Members of the Board of Supervisors,

We are writing to you as a coalition of labor, community, and political organizations representing working class people in Dana Point and greater Orange County. For decades, Dana Point Marina Inn employees have helped make our County-owned Dana Point Harbor welcoming to visitors. Now their jobs are threatened by a massive harbor redevelopment.

We appreciate the Board of Supervisors taking additional time to carefully review the proposed hotel lease as part of the Harbor's redevelopment. This review provides an important opportunity to protect the workers who have helped make the Dana Point Marina Inn successful.

Thank you for standing up against the pressure of developers who wanted to rush through a special lease deal for their hotels. We encourage you to continue to stand with Dana Point Marina Inn workers in the fight to save their jobs.

Sincerely,

NUHW
NATIONAL UNION OF HEALTHCARE WORKERS

Chispa

WORKERS UNITED
DISNEYLAND RESORT REGIONAL JOINT BOARD
SEIU AFFL
LOCAL 50

LIST/ORGANIZATION LOGOS

ORANGE COUNTY WORKING FAMILIES PARTY

SEIU-UHW
United Healthcare Workers West

UNITE HERE! LOCAL 11

CLUE JUSTICE

ACTORS' EQUITY
ASSOCIATION 1913

Lopez, Maria [COB]

From: Michelle Kraus <michellelkraus@gmail.com>
Sent: Tuesday, August 11, 2026 12:45 AM
To: COB_Response
Subject: Comment for Inclusion in Public Record - 8/11/2026 Meeting

Good afternoon, Chair and Members of the Board of Supervisors,

I am writing on behalf of the Dana Point Harbor Youth Foundation (DPHYF) and the many youth organizations we support, regarding the planned removal of the last remaining boat hoist in Dana Point Harbor.

Historically, the harbor had two hoists. The hoist formerly located at the Orange County Sailing & Events Center was removed a number of years ago. The remaining hoist is maintained and operated by Dana Point Yacht Club, but its use extends far beyond DPYC members.

The hoist supports Dana Point Harbor Youth Foundation, Sea Scouts, Dana West Yacht Club, JSerra High School Sailing Team, UC Irvine Sailing Team, visiting sailing programs, and recreational and competitive sailors throughout Southern California.

It is essential for launching safety boats used during youth practices and regattas, including the Summer Soda Pop Series, Jeffrey Adam Memorial Regatta, and the Charity Regatta which benefits the Boys & Girls Club. It also supports public sailing clinics, Safe Powerboat Handling courses, US Sailing instructor training, and visiting programs that trailer both safety and sailing vessels to Dana Point.

Most importantly, a marina forklift is not a functional replacement for a sailboat hoist. Many high-performance sailboats are designed to be dry-sailed--not stored in the water--and lifted from designated lifting points. Hull construction, keels and other design characteristics make conventional forklift launching impractical or potentially damaging. DPHYF owns multiple boats of this kind that depend upon the hoist to access the water.

Losing the harbor's final hoist therefore means eliminating an important access point for youth and collegiate sailors, nonprofit and educational programs, visiting competitors and affordable small-boat sailing.

With Orange County now considering the long-term future of the OCSEC, we respectfully ask the Board and OC Parks to revisit the inclusion of a **public small-vessel boat hoist at OCSEC**.

Ideally, the existing hoist should remain available until an equivalent or improved hoist facility is operational, whether at the Orange County Sailing & Events Center or another suitable location within Dana Point Harbor, so these valuable community sailing programs do not experience a gap in access to the water.

Dana Point Harbor is being rebuilt for the next generations. We respectfully ask the County to ensure that a revitalized harbor expands recreational opportunities rather than eliminates them. As we invest in the future of Dana Point Harbor, we should preserve the infrastructure that allows the next generation of sailors to access the water.

Thank you for your consideration,

Michelle Kraus, President, Dana Point Harbor Youth Foundation

--
Michelle Kraus
President
Dana Point Harbor Youth Foundation
www.dphyf.org