

MINUTE ITEM

This Calendar Item No. 2
was approved as Minute Item
No. 1 by the State Lands
Commission by a vote of 2
to 0 at its 21
meeting.

MINUTE ITEM

1/26/81
RW 22581
Trout
Grimes
Wylie
Horn

19. SUPPLEMENTAL FINDINGS UNDER PRC 6701, ET
SEQ. RELATIVE TO THE LEASE BETWEEN THE CITY OF
LONG BEACH AND WRATHER PORT PROPERTIES, LTD.

During consideration of Calendar Item 19 attached, Mr. James F. Trout, Assistant Executive Officer, explained the proposed item. Chairman Cory was hesitant to approve the condition to the lease that provided for a rental rate of 10% of the gross income from the marina, which rate would be in effect until the initial loan for development of the marina was paid off. He stated that by not knowing the particulars of the loan beforehand, it could establish a set of circumstances which could encourage the parties to create a loan for the purpose of controlling the rent. He was concerned that if Wrather Port Properties were to sell the development to another party, the new party could keep the 10% rental rate by continuing to maintain a balance on the loan. Richard Stevers, President of Wrather Port Properties, appreciated Mr. Cory's concern and agreed to stipulate that in no event would the financing exceed 30 years from the date of funding the loan.

Mr. Trout also asked the Commission to approve in draft form the Memorandum of Understanding referred to in the Calendar Item concerning the preparation of the environmental documentation for the Port Master Plan with the understanding that a final typed copy would be placed in the Official Minutes of the Commission (see Exhibit "A" attached).

The Commissioners agreed to the above two proposals.

Upon motion duly made and carried the following resolution was approved by the Commission by a vote of 3-0:

THE COMMISSION:

1. FINDS THAT AT ITS MEETING ON NOVEMBER 17, 1980 (MINUTE ITEM NO. 1), THE COMMISSION MADE THE FINDINGS SET FORTH IN SECTION 6702(b) AS APPLYING TO A LEASE BETWEEN THE CITY OF LONG BEACH THROUGH ITS HARBOR DEPARTMENT AND WRATHER PORT PROPERTIES, LTD. DATED OCTOBER 7, 1980; EXCEPTING FROM SUCH FINDINGS THE FUTURE DEVELOPMENT OF THE OPTION AREA (PARCELS 4, 5 AND 6 OF THE LEASE).
2. CLARIFIES AND SUPPLEMENTS CERTAIN OF ITS ACTIONS TAKEN AT ITS NOVEMBER 17, 1980 MEETING RELATIVE TO PERCENTAGE RENTALS PAYABLE ON BOTH THE LEASE AND OPTION AREAS BY FINDING:

THE MINIMUM AND PERCENTAGE RENTS AND OTHER
CONDITIONS SET FORTH IN THE LEASE, ALL OF WHICH
CONSTITUTE A FURTHER BASIS UPON WHICH THE
PARTIES ENTERED INTO THE LEASE, ARE IN THE BEST

MINUTE ITEM NO. 19 (CONTD)

INTERESTS OF THE STATE, PROVIDED, HOWEVER, THIS DETERMINATION IS BASED UPON A REQUIREMENT THAT THE CITY AND WRATHER PORT PROPERTIES, LTD. AMEND THE LEASE TO INCLUDE THE FOLLOWING:

"THE PERCENTAGE RENT PAYABLE FOR USE OF THE OPTION AREA AS A SMALL BOAT MARINA SHALL BE RENEGOTIATED BY THE PARTIES AT THE EARLIER OF (1) REPAYMENT IN FULL BY TENANT OF THE LOAN OR LOANS OBTAINED BY TENANT TO FINANCE THE CONSTRUCTION OF THE SMALL BOAT MARINA; OR (2) 30 YEARS FROM THE DATE OF FUNDING OF SUCH LOAN. IF THE PARTIES ARE UNABLE TO AGREE ON THE PERCENTAGE RATE PAYABLE WITHIN SIXTY (60) DAYS AFTER PAYMENT IN FULL OF SAID LOAN OR LOANS, THEN THE AMOUNT OF SAID PERCENTAGE RENT SHALL BE FIXED BY ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN PARAGRAPH 3.2.4 OF THE LEASE."

3. FINDS THAT THE CITY OF LONG BEACH THROUGH ITS BOARD OF HARBOR COMMISSIONERS ON OCTOBER 2, 1978, CERTIFIED THE COMPLETION OF THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PORT OF LONG BEACH MASTER PLAN IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970 AS AMENDED AND THE STATE AND LOCAL GUIDELINES, AND ADOPTED THE FINAL PORT MASTER PLAN IN ACCORDANCE WITH THE CALIFORNIA COASTAL ACT OF 1976.

THE PROCESS TO ADOPT THE PORT MASTER PLAN AND FINAL EIR INCLUDED MAXIMUM PUBLIC PARTICIPATION INCLUDING PUBLIC MEETINGS, PUBLIC HEARINGS AT THE LOCAL LEVEL AND LATER BEFORE THE STATE COASTAL COMMISSION FOR CERTIFICATION.

4. FINDS THAT THE FINAL PORT MASTER PLAN PROVIDES FOR DEVELOPMENT IN QUEENSWAY BAY DISTRICT NO. 7, WHICH AREA INCLUDES ALL OF THE OPTION AREAS DESCRIBED IN THE SUBJECT LEASE; AND IN CONSIDERATION OF SUCH DOCUMENT THE COMMISSION MAKES THE FOLLOWING ADDITIONAL FINDINGS AND DETERMINATIONS:
 - A. DEVELOPMENT OF THE OPTION AREA CONSISTENT WITH THE USES FOUND IN THE PORT MASTER PLAN, PAGES 110 THROUGH 119, IS IN ACCORDANCE WITH THE TERMS OF THE LEGISLATIVE GRANTS UNDER WHICH TITLE TO THE SUBJECT LANDS ARE HELD.
 - B. THAT THE PROCEEDS FROM THE LEASE, PAYABLE AS A RESULT OF THE FURTHER DEVELOPMENT OF THE LEASE AND OPTION AREA ARE TO BE DEPOSITED INTO THE CITY'S "HARBOR REVENUE FUND" AND EXPENDABLE ONLY FOR STATEWIDE PUBLIC PURPOSES AS AUTHORIZED BY THE GRANTING STATUTES.

MINUTE ITEM NO. 19 (CONTD)

- C. THAT THE LEASE, AND DEVELOPMENT OF ALL AREAS UNDER THE LEASE, INCLUDING THE OPTION AREA, CONSISTENT WITH THE USES PROVIDED FOR IN THE PORT MASTER PLAN, PAGES 110 THROUGH 118, ARE IN THE BEST INTERESTS OF THE STATE; PROVIDED THAT THE STATE LANDS COMMISSION SHALL JOIN THE BOARD OF HARBOR COMMISSIONERS AS CO-LEAD AGENCY FOR THE PREPARATION OF THE ENVIRONMENTAL DOCUMENTATIONS REQUIRED UNDER CEQA FOR THE MASTER PLAN OF FURTHER DEVELOPMENT FOR THE OPTION AREA.
5. AUTHORIZES STAFF TO ENTER INTO THE MEMORANDUM OF UNDERSTANDING AS SET FORTH ON EXHIBIT A ATTACHED HERETO, WITH THE CITY OF LONG BEACH THROUGH ITS BOARD OF HARBOR COMMISSIONERS FOR THE PARTICIPATION AS CO-LEAD AGENCIES FOR THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION FOR THE MASTER PLAN OF FURTHER DEVELOPMENT ON THE OPTION AREA.
6. AUTHORIZES STAFF TO TAKE ALL STEPS NECESSARY INCLUDING ISSUING REQUESTS FOR PROPOSALS, ACCEPTING PROPOSALS, EXECUTING CONTRACTS AND HOLDING PUBLIC HEARINGS FOR THE PURPOSE OF BRINGING TO THE COMMISSION A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE MASTER PLAN OF FURTHER DEVELOPMENT.
7. AUTHORIZES STAFF TO JOIN WITH THE U. S. ARMY CORPS OF ENGINEERS OR OTHER SUCH FEDERAL AGENCY, FOR THE PURPOSE OF PRODUCING A COMBINED FEDERAL-STATE ENVIRONMENTAL DOCUMENT.
8. AUTHORIZES STAFF AND THE OFFICE OF THE ATTORNEY GENERAL TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT AND GIVE EFFECT TO THE ABOVE FINDINGS, DETERMINATIONS AND AUTHORIZATIONS.

Attachment:
Calendar Item 19

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING ON JOINT

PREPARATION OF ENVIRONMENTAL STUDY

AGREEMENT BETWEEN THE STATE LANDS COMMISSION AND THE BOARD OF HARBOR COMMISSIONERS OF THE CITY OF LONG BEACH RELATING TO PREPARATION OF AN ENVIRONMENTAL STUDY ON THE WRATHER PORT PROPERTIES, LTD. DEVELOPMENT OF OPTION AREA.

This agreement is entered into this 26th day of January, 1981, by and between the State Lands Commission ("SLC") and the Board of Harbor Commissioners of the City of Long Beach ("Port").

WHEREAS, the Port and Wrather Port Properties, Ltd. ("WPP") have entered into a written lease agreement dated October 7, 1980 ("Lease"), which, among other things, grants to WPP the option to lease a water area containing approximately 235 acres adjacent to the RMS Queen Mary, all within the Harbor District of the City of Long Beach ("Option Area"), which area includes Parcels IV, V and VI shown on Exhibit "A" to the Lease; and

WHEREAS, the Port has applied to the SLC for determinations pursuant to the provisions of California Public Resources Code Section 6702 ("6702 findings"); and

WHEREAS, on November 17, 1980, SLC made 6702 findings regarding the Lease; and

WHEREAS, said 6702 findings expressly excluded the Option Area from the operative effect of said findings; and

WHEREAS, on January 26, 1981, the SLC made certain additional findings regarding the Option Area subject to the understanding that SLC would jointly participate with the Port as co-lead agencies in the preparation and processing of an environmental impact report relating to WPP's master plan of development of the Option Area and that the parties would enter into a memorandum of understanding concerning the preparation thereof;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

1. SLC and the Port agree to combine their efforts as co-lead agencies to prepare a joint environmental study of the master plan for the Option Area ("Study"), as set forth in this agreement and in accordance with the provisions of CEQA of 1970 as amended and the provisions of Chapter 1200, Statutes of 1977.

2. Each of the parties shall request the U. S. Army Corps of Engineers ("Corps") or its designee to join with SLC and the Port in the preparation of the Study to reduce the duplication

of staff efforts, to share the staff expertise and information already generated and to produce a more efficient environmental review process. The requests shall be in writing and shall be made within thirty days from the date of this Memorandum. Each party shall use its best efforts to obtain the Corps' consent or the consent of the Corps' designee to participate in order that the Study will comply not only with the provisions of CEQA but also NEPA. If the Corps or its designee consents to join with SLC and the Port in the preparation of a joint Study, the parties agree to promptly execute an amendment to this Memorandum reflecting that consent and the application of the provisions hereof to the Corps or its designee. If the Corps or its designee does not consent to join in the preparation of a joint study, the study shall, nonetheless, meet the requirements of NEPA which pertain to an Environmental Assessment (EA).

3. The Study shall address itself to the impacts on the environment of the proposed Option Area development as well as alternatives thereto, including, but not limited to, air and water quality and the effects of development in the Option Area at the proposed location and alternative locations.

4. The general tasks to be performed in the preparation and certification of the Study are outlined immediately below. Specific implementation measures are stated in paragraph 5, following.

a. Each party shall appoint a project representative. Any party may change its designated representative upon formal notice to the other party. The designated representative from Port shall serve as chairperson, and the designated representative from the SLC shall serve as vice chairman. Contract between the SLC and Port shall be made by and between these project offices unless otherwise decided by them and all decisions affecting the content, design, conduct and administration of the EIR document and procedure shall be made jointly by them. The Port's designated representative shall be responsible for coordinating the exchange of information and environmental documents and for expediting the review process.

b. The project representatives from SLC and the Port shall prepare or cause to be prepared a Study. The parties agree to retain a consultant to prepare the Study in accordance with the description of WPP's plan of development and a suggested outline. Such consultant shall be chosen by the Port from a list of five consultants submitted by SLC to the Port within ninety days of the date hereof. If any such consultant as chosen by the Port is unable to serve, the Port shall choose an alternate consultant from said list. The employment of such consultant shall be accomplished by the Port and the SLC jointly, at the Port's expense (subject to reimbursement by WPP in accordance with the provisions contained in the Lease).

c. The draft Study shall be prepared with information which SLC and the Port agree is necessary in order for the document to properly evaluate the project, provided that use and inclusion of such information is not in violation of applicable laws or regulations and with information obtained through the Notice of Preparation (NOP) required by Chapter 1200, Statutes of 1977.

d. The draft Study may be organized to include as page references or appendices, technical information, environmental

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data assessments, and other documents, provided such appendices are separate from the Study itself, and the source of such appendices or information is included. The draft Study shall be jointly prepared without identifying individual agency responsibility or authorship.

e. The final Study shall address, to the fullest extent practicable, the concerns and comments of public agencies and the general public. To this end, public hearings on the draft Study shall be conducted by SLC and the Port in accordance with CEQA and rules and regulations adopted by SLC and the Port. The parties shall address public comments before certifying the Study as final and complete.

5. The provisions of paragraph 4 shall be implemented as follows:

a. The names, addresses, business phones of the project representatives or their designees are:

Dwight Sanders
State Lands Commission
1807 - 13th Street
Sacramento, California 95814
Telephone: (916) 322-7827

Leland R. Hill
Port of Long Beach
925 Harbor Plaza
P. O. Box 570
Long Beach, California 90801
Telephone: (213) 437-0041

It shall be the duty of the project representatives to ensure close consultation throughout the process of preparation of the Study. The project representatives shall keep each other advised of the development affecting the preparation of the draft Study. A project representative shall notify the other project representative in writing of a change in his or her address.

b. SLC and the Port agree that upon receipt by the Port of WPP's master plan of development for the Option Area and the acceptance by the Port of WPP's written application for CEQA/Construction/Coastal Development Permit with regard to the Option Area ("WPP's Application"), the following timetable shall apply:

1. Within 30 days from the date of acceptance of WPP's Application by Port Prepare outline of the contents of the proposed Study and direct consultant, if any, to commence preparation of draft Study

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| 2. Within 4 months after preparation of outline and/or the delivery thereof to consultant, if any | Preliminary drafts of draft Study shall be completed and/or submitted to parties |
| 3. Within 3 months after completion and/or delivery of preliminary draft of draft Study to parties | Complete draft Study with responses to written or oral comments |
| 4. Within 60 days after completion of draft Study | Conduct public hearings and prepare preliminary drafts of final Study |
| 5. Within 1 year from date of acceptance of WPP's Application | Certification of final Study by all parties |

The time limits established herein are maximum time limits for the parties to reach a decision on the project.

c. In order to obtain comments from all public agencies and from the general public on the draft Study, a public hearing or hearings will be conducted. Such a hearing or hearings shall be conducted by the respective project representatives and will take place during the public review of the draft Study. Such a public hearing shall be noticed in accordance with CEQA procedures.

d. After completion of the public review of the draft Study, the comments received shall be analyzed by the project representatives and responses to significant environmental issues raised in the review process shall be made and included in the final Study.

e. Upon certification of the final Study, notification shall be made by each party to the State Resources Agency pursuant to CEQA. Thereafter, the Port may consider and act on the development plan as considered and described in the final Study making such findings and taking such actions thereon as may be required without further consultation with the SLC. This agreement shall expire on the date of first notification to the State Resources Agency.

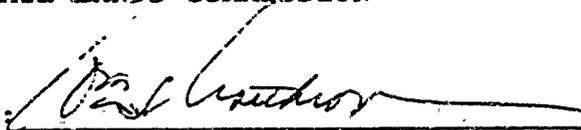
f. In the event of any dispute between the project representatives of the parties, a good faith effort by the project representatives to resolve the dispute shall be made, and, if unsuccessful, the Study shall state the conflicting opinions and the reconciliation thereof. The opinion of the consultant named pursuant to paragraph 4(b) above shall prevail and shall represent the reconciled position to be included in the final Study.

6. SLC and Port acknowledge and agree that entering into this Memorandum and consenting to the joint participation in the preparation of an environmental impact report for the development of the Option Area described in the Lease shall not constitute a precedent nor shall such actions be used by either party as a precedent in any other matter.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed on the respective dates set forth opposite their signatures.

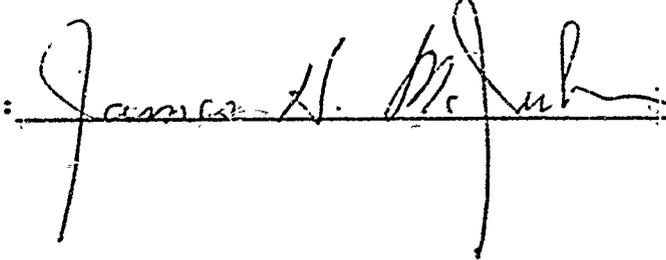
STATE LANDS COMMISSION

Dated: 1/26/81

BY: 
WILLIAM F. NORTHROP, Executive Officer

CITY OF LONG BEACH, acting by and through
its Board of Harbor Commissioners

Dated: 1/27/81

BY: 

CALENDAR ITEM

1/81
RW 22581
Trout
Grimes
Wylie
Horn

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SUPPLEMENTAL FINDINGS UNDER PRC 6701
ET SEQ RELATIVE TO THE LEASE BETWEEN THE CITY
OF LONG BEACH AND WRATHER PORT PROPERTIES, LTD

At its meeting on November 17, 1980 (Minute Item No. 1) the Commission made the findings provided for in Public Resources Code Section 6702(b) as applying to the lease between the City (through its Board of Harbor Commissioners) and Wrather Port Properties, Ltd., dated October 7, 1980. In making these findings the Commission excepted the proposed development in the lease option area, subject to review at a later date.

Since the November meeting, staff has been working with the Harbor Department and the Wrather principals to develop a procedure which provides Wrather with some assurance that their future development plans have a reasonable probability of coming to fruition.

Towards this end, staff has relied heavily upon the Port's Master Plan which details existing and proposed uses for the lease option area. The Port's plan, the first in the State to be certified by the California Coastal Commission, has been through a long evolutionary process that included many public meetings and hearings at both the local and state level. It provides for future development of the area consistent with coastal act policies and the statutory and general trusts.

Based upon the extensive public participation, the planning by the Harbor Department, and based upon staff's review of this plan, staff feels that development of the area consistent with such plan is in the best interests of the State. We do acknowledge that even though various uses may be permissible, the mix, density, character and other such factors of development may not necessarily be the most beneficial. For this reason staff has recommended that the Commission join with the Harbor Department as co-lead agency for the preparation of environmental documentation for the master plan of further development. It is felt that the Commission could influence the ultimate site specific

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proposals in a more effective manner through its role as co-lead agency. The final environmental document will have to come to Commission for the findings and determinations required under CEQA.

Wrather and the city have requested that the Commission clarify and supplement its action on November 17, 1980 relative to minimum and percentage rentals payable on the lease and option area. Staff believes the percentage rentals listed in lease Article III, Section 3.2.5 as applying to both the lease and option area are in the best interests of the State; provided that the percentage rent applicable to marina use is renegotiated as provided for in recommendation number 2.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT AT ITS MEETING ON NOVEMBER 17, 1980 (MINUTE ITEM NO 1) THE COMMISSION MADE THE FINDINGS SET FORTH IN SECTION 6702(b) AS APPLYING TO A LEASE BETWEEN THE CITY OF LONG BEACH THROUGH ITS HARBOR DEPARTMENT AND WRATHER PORT PROPERTIES LTD., DATED OCTOBER 7, 1980; EXCEPTING FROM SUCH FINDINGS, THE FUTURE DEVELOPMENT OF THE OPTION AREA (PARCELS 4, 5 AND 6 OF THE LEASE).
2. CLARIFY AND SUPPLEMENT CERTAIN OF ITS ACTIONS TAKEN AT ITS NOVEMBER 17, 1980 MEETING RELATIVE TO PERCENTAGE RENTALS PAYABLE ON BOTH THE LEASE AND OPTION AREAS BY FINDING:

THE MINIMUM AND PERCENTAGE RENTS AND OTHER CONDITIONS SET FORTH IN THE LEASE, ALL OF WHICH CONSTITUTE A FURTHER BASIS UPON WHICH THE PARTIES ENTERED INTO THE LEASE, ARE IN THE BEST INTERESTS OF THE STATE; PROVIDED, HOWEVER, THIS DETERMINATION IS BASED UPON A REQUIREMENT THAT THE CITY AND WRATHER PORT PROPERTIES, LTD. AMEND THE LEASE TO INCLUDE THE FOLLOWING:

"THE PERCENTAGE RENT PAYABLE FOR USE OF THE OPTION AREA AS A SMALL BOAT MARINA SHALL BE RENEGOTIATED BY THE PARTIES UPON REPAYMENT IN FULL BY TENANT OF THE INITIAL PERMANENT LOAN OR LOANS OBTAINED BY TENANT TO FINANCE THE CONSTRUCTION OF THE SMALL BOAT MARINA. IF THE PARTIES ARE UNABLE TO AGREE ON THE PERCENTAGE RENT PAYABLE WITHIN SIXTY (60) DAYS AFTER PAYMENT IN FULL OF SAID LOAN OR LOANS, THEN THE AMOUNT OF SAID PERCENTAGE RENT SHALL BE FIXED BY ARBITRATION IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN PARAGRAPH 3.2.4 OF THE LEASE."

CALENDAR ITEM NO. 79 (CONTD)

3. FIND THAT THE CITY OF LONG BEACH THROUGH ITS BOARD OF HARBOR COMMISSIONERS, ON OCTOBER 2, 1973 CERTIFIED THE COMPLETION OF THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PORT OF LONG BEACH MASTER PLAN IN COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970 AS AMENDED AND THE STATE AND LOCAL GUIDELINES, AND ADOPTED THE FINAL PORT MASTER PLAN IN ACCORDANCE WITH THE CALIFORNIA COASTAL ACT OF 1976.

THE PROCESS TO ADOPT THE PORT MASTER PLAN AND FINAL EIR INCLUDED MAXIMUM PUBLIC PARTICIPATION INCLUDING PUBLIC MEETINGS, PUBLIC HEARINGS AT THE LOCAL LEVEL AND LATER BEFORE THE STATE COASTAL COMMISSION FOR CERTIFICATION.

4. FIND THAT THE FINAL PORT MASTER PLAN PROVIDES FOR DEVELOPMENT IN QUEENSWAY BAY, DISTRICT NO. 7, WHICH AREA INCLUDES ALL OF THE OPTION AREA DESCRIBED IN THE SUBJECT LEASE; AND IN CONSIDERATION OF SUCH DOCUMENT THE COMMISSION MAKES THE FOLLOWING ADDITIONAL FINDINGS AND DETERMINATIONS:

A) DEVELOPMENT OF THE LEASE OPTION AREA CONSISTENT WITH THE USES FOUND IN THE PORT MASTER PLAN, PAGES 110 THROUGH 118, IS IN ACCORDANCE WITH THE TERMS OF THE LEGISLATIVE GRANTS UNDER WHICH TITLE TO THE SUBJECT LANDS ARE HELD.

B) THAT THE PROCEEDS FROM THE LEASE, PAYABLE AS A RESULT OF THE FURTHER DEVELOPMENT OF THE LEASE AND OPTION AREA ARE TO BE DEPOSITED INTO THE CITY'S "HARBOR REVENUE FUND" AND EXPENDABLE ONLY FOR STATEWIDE PUBLIC PURPOSES AS AUTHORIZED BY THE GRANTING STATUTES.

C) THAT THE LEASE, AND DEVELOPMENT OF THE OPTION AREA CONSISTENT WITH THE USES PROVIDED FOR IN THE PORT MASTER PLAN, PAGES 110 THROUGH 118, IS IN THE BEST INTERESTS OF THE STATE; PROVIDED THAT THE STATE LANDS COMMISSION SHALL JOIN THE BOARD OF HARBOR COMMISSIONERS AS CO-LEAD AGENCY FOR THE PREPARATION OF THE ENVIRONMENTAL DOCUMENTATION REQUIRED UNDER CEQA FOR THE MASTER PLAN OF FURTHER DEVELOPMENT FOR THE LEASE OPTION AREA.

5. AUTHORIZE STAFF TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING OR OTHER DOCUMENT WITH THE CITY OF LONG BEACH THROUGH ITS BOARD OF HARBOR COMMISSIONERS FOR THE PARTICIPATION AS CO-LEAD AGENCIES FOR THE PREPARATION OF ENVIRONMENTAL DOCUMENTATION FOR THE MASTER PLAN OF FURTHER DEVELOPMENT ON THE LEASE OPTION AREA.

CALENDAR ITEM NO. 79 (CONTD)

6. AUTHORIZE STAFF TO TAKE ALL STEPS NECESSARY INCLUDING ISSUING REQUESTS FOR PROPOSALS, ACCEPTING PROPOSALS, EXECUTING CONTRACTS AND HOLDING PUBLIC HEARINGS FOR THE PURPOSE OF BRINGING TO THE COMMISSION A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE MASTER PLAN OF FURTHER DEVELOPMENT.
7. AUTHORIZE STAFF TO JOIN WITH THE UNITED STATES ARMY CORPS OF ENGINEERS, OR OTHER FEDERAL AGENCY, FOR THE PURPOSE OF PRODUCING A COMBINED FEDERAL/STATE ENVIRONMENTAL DOCUMENT.
8. AUTHORIZE STAFF AND/OR THE OFFICE OF THE ATTORNEY GENERAL TO TAKE ALL STEPS AS ARE NECESSARY AND APPROPRIATE TO IMPLEMENT AND GIVE EFFECT TO THE ABOVE FINDINGS, DETERMINATIONS AND AUTHORIZATIONS.

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