

1 would reimburse the Corps, because this is a Federal project
2 for navigation. I'd like to mention that this particular
3 project is no different than each other project for flood
4 control and navigation, in which the assurances, lands and
5 easements have been furnished by the State and by local inter-
6 ests at no cost to the Government; and in many instances, and
7 I might say most instances, this has been other than State-
8 owned property. This is both for flood control and navigation.

9 MR. LANGNER: This is Colonel Herbert Turner,
10 District Engineer, Corps of Engineers.

11 COL. TURNER: I can't quite understand how this
12 particular project got involved in this particular case, be-
13 cause it is no different than any of the other flood control
14 or navigation projects that we have done. Now, where there
15 is a land enhancement, the Federal Government as part of the
16 assurances requires payment for that land enhancement.

17 GOV. ANDERSON: This is surely a land enhancement,
18 isn't it?

19 COL. TURNER: Well, we had determined -- the Corps
20 had determined that there was not a substantial land enhance-
21 ment and no payment was required. Now, this is an emergency
22 job.

23 GOV. ANDERSON: Isn't this going to be pretty valu-
24 able property on the State highway?

25 COL. TURNER: In the case of the "Big Ditch" they
26 speak of coming up, there is land enhancement and there is a

1 charge. In this particular case, the project was of such a
2 nature and the material was of such a nature that it would
3 take so long before there was a settlement. If you look at the
4 dredging in the Sacramento Channel, that stuff still hasn't
5 settled down so you can put equipment on it in the retention
6 dikes. So it would still take several years before they could
7 put equipment on it.

8 MR. HORTIG: This is an important part -- the
9 Federal Government and the Corps requires that the land be
10 compensated for.

11 GOV. ANDERSON: How do you distinguish between land
12 enhancement at the present time on the "Big Ditch?" It seems to
13 me the amount of material you put on is the same -- the same
14 in the "Little Ditch" and the "Big Ditch."

15 MR. LANGNER: In the case of the Utah Construction
16 project, they are going to have an expense of 44 cents per
17 cubic yard. Since they are paying \$75,000 for the dikes and
18 the amount of material is 175,000, they are making a substan-
19 tial payment already. As Mr. Turner says, the cost of diking
20 the material is such that it more than offsets the enhancement.
21 The question has also been raised, gentlemen, and Colonel
22 Turner has told us as to the Government's position in the
23 charge. As we read Section 6303, the Commission is permitted
24 to charge for the removal of material from State lands or dis-
25 position on State lands. We understand from the Corps of
26 Engineers, and I will submit to you a copy of letter submitted

1 from General Frye, listing the projects in the recent past on
2 which no charge has been made and the spoils have gone on
3 private lands.

4 In the case of a navigation project, we believe the
5 State of California cannot assess the United States a charge.
6 Counsel can probably verify this. This is a Federal naviga-
7 tion project and in the removal of material in a Federal
8 navigational project the Federal interest is paramount, and
9 this deposition will be on private lands. So, in effect, this
10 section is not applicable. The only application would be to
11 remove it over State lands -- not for removal of material
12 which is on State lands nor for deposition on State lands,
13 which is not involved.

14 GOV. ANDERSON: How many acres are we talking about?

15 MR. HORTIG: Eighty-five acres.

16 MR. BROATCH: Gentlemen, as I see it, and I am not
17 an expert in this thing, we entered into it in good faith, in
18 a contract with Utah. They will not be making money on this.
19 They will be happy for the State Lands Commission to take this
20 over if they will build the dikes. It was a real difficult
21 contract to lead Utah into, which we did -- and we cannot see
22 that we can ask them to pay you this money.

23 GOV. ANDERSON: Did you try?

24 MR. BROATCH: As a matter of fact, we didn't but

25 MR. LANGNER: My name is Langner and my prepared
26 statement is before you. This project will benefit all commerce

1 involved. This serves the Ports of Sacramento, Stockton, and
2 all way points. Also, in my testimony is a copy of this pic-
3 ture showing a 640-foot tanker going past the S. P. bridge.
4 You will notice on the left the bare showing of the Benicia
5 bridge. There is some question as to whether the Benicia
6 bridge might have affected the shoring. Anyway, this is a
7 close-up of the bridge and the channel. The Navy is very
8 concerned. It is entirely feasible that ships will be lost --
9 there have been some close calls already.

10 MR. CHAMPION: Let me ask you a question here. Sup-
11 pose we got in a stubborn situation where we said we have to
12 have some payment and Contra Costa said, "We won't pay," and
13 would abandon the project. What would the Army Engineers do?

14 COL. TURNER: This is an essential project, a navi-
15 gation project, and the recourse would be - - Well, when I
16 was there, I would go back to the Chief's office, of course,
17 and advise him of the situation; but they could condemn
18 property to place the spoil on and go ahead with the project
19 and charge that portion that Contra Costa County was to furnish
20 under their assurances, charge them with their portion of the
21 costs. The reason we do not normally do this is because we
22 leave it up to the County to accomplish their assurances in
23 the most economical manner that they possibly can and it also
24 gets us out of the middle, the county or local agency saying
25 we didn't do it efficiently or economically and they could
26 have done it better; and it is their responsibility under the

1 authorizing act, because they do benefit -- the County as a
2 whole does benefit from the project to a degree.

3 MR. CHAMPION: How urgent a matter do you consider
4 this?

5 COL. TURNER: I consider it urgent because of the
6 fact we must get this project under construction this summer
7 and before we can complete the plans and specifications we
8 must know where the spoil areas are. We can't advertise it
9 for bid until we know where the spoil areas are.

10 MR. CHAMPION: How much damage would a thirty-day
11 delay on final action by this Commission be to you?

12 COL. TURNER: What do you think?

13 MR. BARSDALE: I don't see any real damage as far as
14 the Federal Government is concerned, if that's your question
15 to me.

16 MR. CHAMPION: It wouldn't change your timing for
17 doing actual work?

18 MR. BARSDALE: We cannot do construction, sir, until
19 the retention dikes are in place, so any contractor who would
20 bid on the job would actually see them.

21 MR. CHAMPION: I thought the retention dikes were
22 already constructed.

23 MR. HANSEN: They will be completed in ten days.

24 MR. BROATCH: This project was supposed to go by
25 February 20th. We have had this thing back and forth between
26 the State people and the Army Corps and we have been squeezed

1 in the middle. A little government doesn't

2 MR. CHAMPION: I sympathize with your situation,
3 but you are a member of the governments involved, and you are
4 no more aggrieved than anybody else. We are simply trying to
5 solve the problem. I don't think anybody is picking on little
6 Contra Costa County. As a matter of fact, they are so well
7 represented, I don't think we could if we wanted to.

8 MR. LANGNER: A comment on the "Big Ditch" -- This
9 is something that has been worked on for many years. It will
10 amount to \$60 million dollars and will mean 7,000,000 yards of
11 material, and it is hoped there will be new refineries and
12 steel mills as a result of this deeper water.

13 We have great difficulty in Washington -- I testified
14 twice -- we have great difficulty on behalf of the State of
15 California on Small Craft Harbors, for whom I testified, in
16 justifying the State's civil works share of government buying.
17 Each year we have taken it before the House Committee. They
18 are very jealous of the amount California gets on defense
19 contracts.

20 Never before has there been in history where a
21 Federal navigation project has been assessed a fee, directly
22 or indirectly -- a charge by local government. We have
23 checked with the Corps; we have checked with the Federal Gov-
24 ernment. This precedent could have disastrous effects on this
25 matter we seek -- on the \$60 million dollar project.

26 MR. CHAMPION: I doubt it -- unless you raise it.

1 MR. LANGNER: It could be raised.

2 MR. CHAMPION: This is a discussion far beyond
3 its proper bounds.

4 COL. TURNER: Back to your question as far as delay,
5 the project should be constructed during the best construction
6 season, when the water is low during the summer months. The
7 Corps, the District office, has made somewhat of an urgent re-
8 quest on the Chief's office and this had to go to the Appro-
9 priations Committee for approval to get these funds, so that
10 we can meet this schedule, so that we can advertise on the
11 20th of February, which is already past.

12 Now, it is quite probable that with another thirty-
13 day delay we could still meet the schedule, but it is possible
14 we couldn't because there usually is some time lag that we
15 allow for the construction there, for adverse conditions and
16 in case something happens that the bids are rejected.

17 MR. CHAMPION: My reason for raising the question
18 is: Legitimate problems have been raised here. I understand
19 there is an unfortunate situation the County finds itself in.
20 I am a little curious still; I am not completely satisfied, and
21 I don't know how the other members of the Commission feel,
22 about what kind of legal precedent problems we set for our-
23 selves. We want to ease the situation, but we want to be sure
24 in doing it we don't cause ourselves a lot of other diffi-
25 culties. That's why I suggested if we had more time to con-
26 sider this, we might be able to come out with a better answer

1 for all concerned.

2 MESSRS. HANSEN and BROATCH: We have no objection
3 to the thirty-day suggestion.

4 MR. CHAMPION: You have no objection?

5 MR. HANSEN: If the equitable solution can be
6 suggested, we have no objection to thirty days.

7 MR. CHAMPION: I make one promise -- it will be
8 some solution.

9 MR. SIMONSEN: Mr. Chairman, I'd like to say a few
10 words. I am Chairman of the Northern California Marine Con-
11 ference and I think doing a good job in representing the State
12 of California in getting dredging projects through Congress
13 and cooperating with the Corps of Engineers, we were the
14 organization principally responsible for the California
15 Navigation Conference. I am also a State Pilot Commissioner.

16 In 1957 we wrote a letter to President Eisenhower,
17 pointing out the danger of this stretch of water. In view of
18 the type of materials, ammunition materials, that pass here,
19 it is a hazardous area. A major collision could eliminate
20 Contra Costa's county seat within one mile of the channel,
21 the City of Martinez, in a situation similar to the one
22 which occurred in Nova Scotia -- a situation where Shell Oil
23 Company and Tidewater Oil has a hydrogen plant within a mile
24 of this channel. We can look into the crystal ball and say
25 when a catastrophe of this kind might happen, these ships are
26 going to abandon this channel for all time. It is a very

1 dangerous situation.

2 MR. CHAMPION: From what you say, we ought to stop
3 traffic now.

4 MR. SIMONSEN: I'd say we should take a good look
5 at it and see what can be done. We have this on record as
6 far as our Commission is concerned since 1957 -- something
7 should be done; it is dangerous.

8 MR. CHAMPION: As I understand it, there is not a
9 delay in the work in itself. We would try to resolve this
10 within thirty days, and that would go on as scheduled.

11 COL. TURNER: There is a delay already because the
12 dikes have not been completed, but once the dikes have been
13 completed and then we are sure that is going to be the disposal
14 area, then we go right ahead and try to get back on schedule,
15 which we are already off; and I understand they are to be com-
16 pleted in ten days.

17 MR. CRANSTON: But will our putting this over thirty
18 days cause any delay in implementation of the project?

19 COL. TURNER: If the dikes are completed in ten days,
20 it will be the difference between ten and thirty days.

21 MR. CHAMPION: Is that a great difference since 1957?

22 COL. TURNER: What has happened -- we have permission
23 to over-dredge. The condition is not what has existed -- it
24 has been aggravated.

25 MR. SIMONSEN: I would like to add our County and
26 everyone has worked very hard to get this through and approved

1 by Congress and I think as far as the State of California, it
2 might not look too good for Congress to find the State of
3 California is making a charge against a project that is good
4 for California.

5 MR. CHAMPION: I just want to say I hope everyone
6 recognizes that this first came to this Commission some fif-
7 teen minutes ago. We are not trying to delay anything. This
8 is the first time that we have heard this discussed.

9 GOV. ANDERSON: Mr. Hortig, Utah spent \$75,000 for
10 dikes?

11 MR. HORTIG: Yes, sir.

12 GOV. ANDERSON: Apparently willing to invest this
13 because they want this land filled?

14 MR. HORTIG: Yes, sir.

15 GOV. ANDERSON: If they do not get this land, where
16 would they get this fill?

17 MR. HORTIG: I can't imagine offhand, not having
18 tried to design for filling it; but just intuitively, I
19 don't think a more economical source of fill material could
20 be obtained by Utah.

21 GOV. ANDERSON: I think aside from everything else
22 we have heard, they are not going to get anything cheaper
23 than this price. They want it. If they were willing to pay
24 \$75,000 to build the dike to enhance their land, surely they
25 will pay six thousand.

26 COL. TURNER: The price is \$140,000. The initial

1 estimate was \$75,000; it's up to 140,000.

2 GOV. ANDERSON: By Utah?

3 COL. TURNER: By Utah.

4 GOV. ANDERSON: So if they will pay \$140,000 to
5 hold it in, they are not going to pay six thousand?

6 MR. HANSEN: Governor, their \$75,000 was predicated
7 on four to 500,000 cubic yards.

8 GOV. ANDERSON: It seems to me we are raising some
9 questions that hardly hold together on the economics of it.
10 I am not opposed to delaying thirty days and perhaps cutting
11 down, but we are enhancing somebody's land; they have paid
12 \$140,000 to enhance their land, and now all of a sudden we
13 hear about ships blowing up, so we can give them the fill.

14 MR. HANSEN: Governor, when we went to Utah we said,
15 "We have a half million cubic yards of fill" on condition they
16 build the \$75,000 dike. Later, we go back and say it is going
17 to be 170,000 yards or 140,000 yards and Utah said, "We are
18 no longer in the development business; we are in the dike
19 business."

20 MR. CRANSTON: The representation the material would
21 be free was made by other than the Lands Commission staff.
22 Who made the representations?

23 MR. HANSEN: Army Engineers.

24 MR. BROATCH: At the first meeting, they told us
25 there would be no charge for the spoils.

26 MR. CRANSTON: How did that happen?

1 MR. HANSEN: As the Colonel says, it is precedent,
2 This is the first time this happened,

3 COL. TURNER: There has never been an instance where
4 there is a royalty charge, and if there is enhancement of any
5 substantial amount the Government collects for it.

6 Back to Utah, I also understand Utah would be happy
7 never to get into this whole proposition because they are not
8 going to make any money on it.

9 MR. BROATCH: We have been mentioning six thousand,
10 We feel that Utah is a small corporation compared to the State.
11 So far as the \$6,000, the State should reverse it -- it is
12 small compared to the State.

13 MR. CHAMPION: I withdraw my offer.

14 MR. HORTIG: Mr. Chairman, before this goes to a
15 vote, I think this matter should be clarified. On all of the
16 material along Contra Costa County, Alameda County, everywhere
17 where it has been deposited by the Corps of Engineers' dredg-
18 ing projects on privately-owned lands, there never has been a
19 charge assessed to the project insofar as the Army Engineers
20 are concerned; but where the spoils disposal area was privately-
21 owned, the private owner paid the State of California for the
22 spoils that were deposited on his land.

23 COL. TURNER: This I am not aware of, because I have
24 never known where there has ever been a payment for either
25 flood control dredging or navigation dredging. Now, most of
26 the dredging previously done in that area has been by hopper

1 dredge. This is the first time we have gone to a pipeline
2 dredge. We have found that by use of hopper dredging that the
3 dredging backed, is washed back into the channel; so we have
4 changed our method in this channel. But in the case of the
5 construction of the Stockton Channel, there was no royalty paid
6 for material put on privately-owned property. In the case of
7 the Sacramento project, in which the State first obtained
8 easements, there has been no payment for royalty.

9 MR. HORTIG: This, of course, has been in connection
10 with the State contribution. The Stockton Channel actually
11 is a project on which the State of California cooperated in
12 terms of purchasing and making available spoils areas avail-
13 able to the Army Corps of Engineers. In that sense again,
14 this was a governmental project. There was no spoils disposal
15 under those circumstances where the City was involved, where
16 materials were being deposited on privately-owned lands for
17 private benefit.

18 COL. TURNER: I'd like to add one more thing: We
19 have made a charge for land enhancement and we do have in the
20 review report for the deep channel a charge for the land en-
21 hancement, because it will be substantial and it can be
22 measured; but this will be paid to the Federal Government.

23 MR. CRANSTON: Is it possible for this project to
24 be accomplished, leaving out the price? We can work out the
25 price by the next meeting.

26 MR. HANSEN: I believe that's possible.

MR. CRANSTON: I move that we approve it, subject

1 to fixing the price at the next meeting.

2 GOV. ANDERSON: How do you work out price?

3 MR. CRANSTON: We will just have to work at it and
4 approve it at the next meeting.

5 GOV. ANDERSON: Wouldn't it be better to get the
6 price settled, if they are willing to compromise?

7 MR. CRANSTON: We are not ready to.

8 MR. LANGNER: Could I ask in considering this that
9 you consider our interpretation -- and certainly your counsel
10 will be able to provide his -- that the section under which
11 this charge is being made is not applicable, we feel, to this
12 project? The project is a Federal project by the Federal
13 Government and the spoils are removed on contract by the
14 Federal Government, and the spoils are to be removed to
15 private lands -- which does not come under 6303.

16 MR. JOSEPH: The whole subject is removal from
17 sovereign land, and sovereign land is what you are talking
18 about.

19 MR. LANGNER: We find that there never has been a
20 charge against the United States. You cannot maintain a
21 charge against the Federal Government.

22 MR. CHAMPION: There are two parallel lines of
23 precedent, which don't engage except when it comes to making
24 our decision, so I don't think you are necessarily in conflict;
25 there are two different lines of precedent here.

26 MR. CRANSTON: I would include in my motion language

1 that the price, if any, will not exceed three cents per cubic
2 yard or less, so it is understood it might be three cents --
3 and the words "or less" mean we will consider it.

4 MR. CHAMPION: This bothers me. How do you nego-
5 tiate that for which you have already negotiated? How do you
6 collect?

7 GOV. ANDERSON: Once you have given the right to go
8 ahead, you are through. If you want to negotiate, I'd rather
9 negotiate right now.

10 MR. CRANSTON: It need not necessarily be a matter
11 of negotiation. I believe we have the power to fix the price.
12 We will fix the price at our next session, if my motion is
13 approved,

14 GOV. ANDERSON: We have already given them the
15 right to go ahead, and they say they won't do it.

16 MR. CHAMPION: I'd like the advice of counsel.
17 What position are we in, once having given consent and later
18 determining a price? What if the parties say, "I am sorry.
19 You gave your permission and that's it.?"

20 MR. JOSEPH: If they have begun taking the material
21 off there, they have the material and can deposit it; but if
22 the consent is conditional upon paying the money afterwards,
23 then you have something to base yourself on.

24 MR. CHAMPION: Then they are stuck with whatever
25 price we determine.

26 MR. CRANSTON: Yes. I asked them if we could determine

1 it on that basis and we would be fair in our decision.

2 MR. BROATCH: Gentlemen, I can't speak for the Board
3 of Supervisors; we understood there would be no charge. But
4 I am sure there will be a workable solution to move it, and I
5 am sure we will stand by whatever you decide.

6 MR. JOSEPH: I think Section 6303 of the Government
7 Code applies to this very situation. There is a large area
8 of discretion in the State Lands Commission as to what con-
9 sideration should be charged and there are all these various
10 considerations to be taken cognizance of at that time; but it
11 must be remembered that this is largely a discretionary matter.

12 MR. CHAMPION: I think we are aware of that already.
13 If you leave that in the form of a motion, I would second it --
14 the understanding would be that we give permission to proceed
15 as outlined; that we will fix a price at a meeting within
16 thirty days, and that price will be the one that will apply
17 to the application. Any question?

18 MR. SHAVELSON: It was approved on Mr. Cranston's
19 motion that the price, if any, will be three cents a yard or
20 less and also on the condition of their promise to pay the
21 price?

22 MR. CHAMPION: Right, right, We haven't taken any
23 formal action on that. I will put the question: Is there any
24 question on that procedure? (No response) It will stand
25 approved then. We will continue with the calendar.

26 (b) Humble Oil & Refining Company, et al: Issuance

1 of new lease, in exchange for Oil & Gas Lease P.R.C. 145.1, in
2 accordance with Sec. 6827 of the Public Resources Code, in
3 order that lessee may take advantage of the more flexible oper-
4 ating and development conditions specified.

5 (c) John C. Ruckmick -- Two-year prospecting permit
6 for minerals other than oil and gas, 159.7 acres vacant State
7 school land, San Bernardino County, at standard royalty rates.

8 (d) San Diego Gas and Electric Company -- Deferment
9 of operating requirements for lease year ending 3/9/64, tide
10 and submerged lands of San Diego Bay, San Diego County, Mineral
11 Extraction Lease P.R.C. 2094.1. Third electrical generating
12 unit of lessee's South Bay Power Plant scheduled for completion
13 by July of this year. There is possibility that this unit
14 could necessitate further dredging.

15 (e) Standard Oil Company of California -- Deferment
16 of drilling requirements through 10/4/64, Oil and Gas Lease
17 P.R.C. 2199.1, tide and submerged lands, Santa Barbara County,
18 to continue conducting intensive reservoir evaluation program
19 to provide sound engineering bases for estimating potentials
20 and requirements for future development.

21 (f) Suisun Pacific Ltd. -- 15-year lease, 5.933
22 acres tide and submerged lands in old channel of Suisun Slough,
23 Solano County, for small-craft marina; annual rental \$4,713.18.

24 GOV. ANDERSON: I'll move it.

25 MR. CRANSTON: Second.

26 MR. CHAMPION: It has been moved and seconded that

1 we approve Item 4. Any questions? (No response) Stand
2 approved.

3 Oil and Gas Leases: (a) Authorization for use of
4 combined bid-lease form approved in July 1962 in the offer for
5 extraction of oil and gas from area of tide and submerged
6 lands in the Elwood Field, Santa Barbara County, and approval
7 of amendment of paragraph 22 of combined bid-lease form adopted
8 July 19, 1962, to conform to provisions of Chapter 1945/1963.

9 (b) Rescission of 1/30/64 authorization to offer
10 Parcel 18, Santa Barbara County, for oil and gas lease; and
11 authorization for Executive Officer to re-offer area as Parcel
12 18A, using therefor amended basic bid-lease form reflecting
13 changes required by Chapter 1945/1963.

14 (c) Authorization for Executive Officer to offer
15 5,535 acres tide and submerged lands, Santa Barbara County,
16 designated as W. O. 5050 (Parcel 19) for oil and gas lease.

17 MR. HORTIG: Mr. Chairman, page 22 of the Commis-
18 sion's agenda, third line, reads: "Of X = 1,543,160 Y = 360,620."
19 There is a transposition which should be corrected to read:
20 "Y = 306,620." This is as to the legal description of the
21 parcel proposed to be offered for lease.

22 MR. CHAMPION: With that amendment, what is the
23 pleasure of the Commission?

24 GOV. ANDERSON: I'll move it.

25 MR. CRANSTON: Second.

26 MR. CHAMPION: Any questions? (No response) Stand
approved.

1 MR. CHAMPION: (continuing) Proposed Legal Actions:

2 (a) Mansfield-Benbow Corporation, Timber Trespass, State lien
3 land, Humboldt County. Authorization for Executive Officer to
4 refer to Office of Attorney General for such action as may be
5 necessary to secure settlement for any and all costs and dam-
6 ages suffered by the State as a result of the trespass.

7 (b) Trespass, Commercial Pier and Wharf, State
8 sovereign lands, Monterey Bay, Monterey County, Wilbur C.
9 Sandholdt, et al. Authorization for Executive Officer to
10 request Office of Attorney General to take necessary steps for
11 collection of damages and to secure removal of trespass.

12 (c) - -

13 We have some other matters there and I think I will
14 omit that for the moment and read it separately. So if we
15 could have action on (a) and (b), we will take up (c)
16 separately.

17 GOV. ANDERSON: I'll move.

18 MR. CRANSTON: Second.

19 MR. CHAMPION: Moved and seconded that we approve
20 (a) and (b). Any further questions? (No response) If not,
21 they will stand approved.

22 (c) Proposed Settlement Agreement in the matter of
23 Long Beach Amusement Co. v. City of Long Beach, Los Angeles
24 County Superior Court Nos. LBC-22801 and LBC-25199. (1)
25 Approval by Commission of agreement that provides for estab-
26 lishment of mean high tide line of 1911 as last natural

1 position of the shore in the areas in question; (2) authori-
2 zation for Executive Officer to execute necessary documents;
3 (3) request to Office of Attorney General to take necessary
4 action to secure dismissal of pending litigation.

5 Now, with respect to that item I have a letter from
6 Senator Virgil O'Sullivan which reads as follows:

7 "With regard to Item 6(c) of the Calendar Summary
8 of the State Lands Commission, to be discussed at
9 the Commission meeting February 26, 1964, it is
10 my understanding that the Commission is being ad-
11 vised by its staff and the Attorney General's
12 representative to stipulate to a boundary deter-
13 mination in the matter of Long Beach Amusement
14 Company versus City of Long Beach, Los Angeles
15 County Superior Court Nos. LBC-22801 and LBC-25199.

16 "In the first place, I do not understand why the
17 subject cases are not carried through to a Court
18 decision, especially in view of the sensitive
19 nature of the location of the boundary of the
20 Long Beach tidelands. Further, is it not possible
21 that a stipulation in this case to the 'mean high
22 tide line of 1911 as last natural position of the
23 shore in the areas in question' is likely to
24 prejudice any contention of the State as to an
25 earlier date in the determination of boundaries
26 of adjacent areas?

"The Court cases initiated in this matter are
more beneficial to the public interest than the
proposed stipulation. I wish to lodge a strong
objection to such stipulation and request that
the State pursue its responsibility of securing
boundary determination on the basis of exhibits
and other evidence available reflecting furthest
possible inshore boundary. The State responsibil-
ity to the public interest cannot compromise such
a matter."

On receipt of that letter, I asked the staff to
discuss the matter further with Senator O'Sullivan, since
they have explained to me their reasons for this proposed

1 action, and to discuss it with Senator O'Sullivan and members
2 of his staff and other legislative staff; and it might be
3 interesting to see if there were any further matters of fact
4 or questions to be taken up in the basis for the recommendation.

5 That, as I understand it, was done -- or at least it
6 was done to the extent of the staff's ability to speak to the
7 people concerned; and it was also suggested to them that we
8 would be very happy to have them come to this meeting to dis-
9 cuss the matter, to see whether we could get it all handled
10 at this time. I don't know whether there were any responses
11 to that invitation or not. Mr. Hortig, did either Senator
12 O'Sullivan or members of the Factfinding Committee staff
13 evince any interest in presenting further testimony?

14 MR. HORTIG: Both Mr. Shavelson and I were in con-
15 sultation with Mr. Ford B. Ford, Mr. Shavelson later than I
16 was, and Mr. Ford is in the audience and could answer the
17 question whether there is to be further presentation on this
18 matter.

19 MR. CHAMPION: Mr. Ford?

20 MR. FORD: Mr. Chairman, all that I can say is that
21 Senator O'Sullivan was unable to be here today and, of course,
22 I am not authorized to try to interpret the letter or to ex-
23 pand on his request; and I just tried to recall the letter to
24 the best of my memory in talking to your staff last night, and
25 there is nothing I can suggest to resolve his contention.
26 Perhaps the staff could get in touch with Senator O'Sullivan.