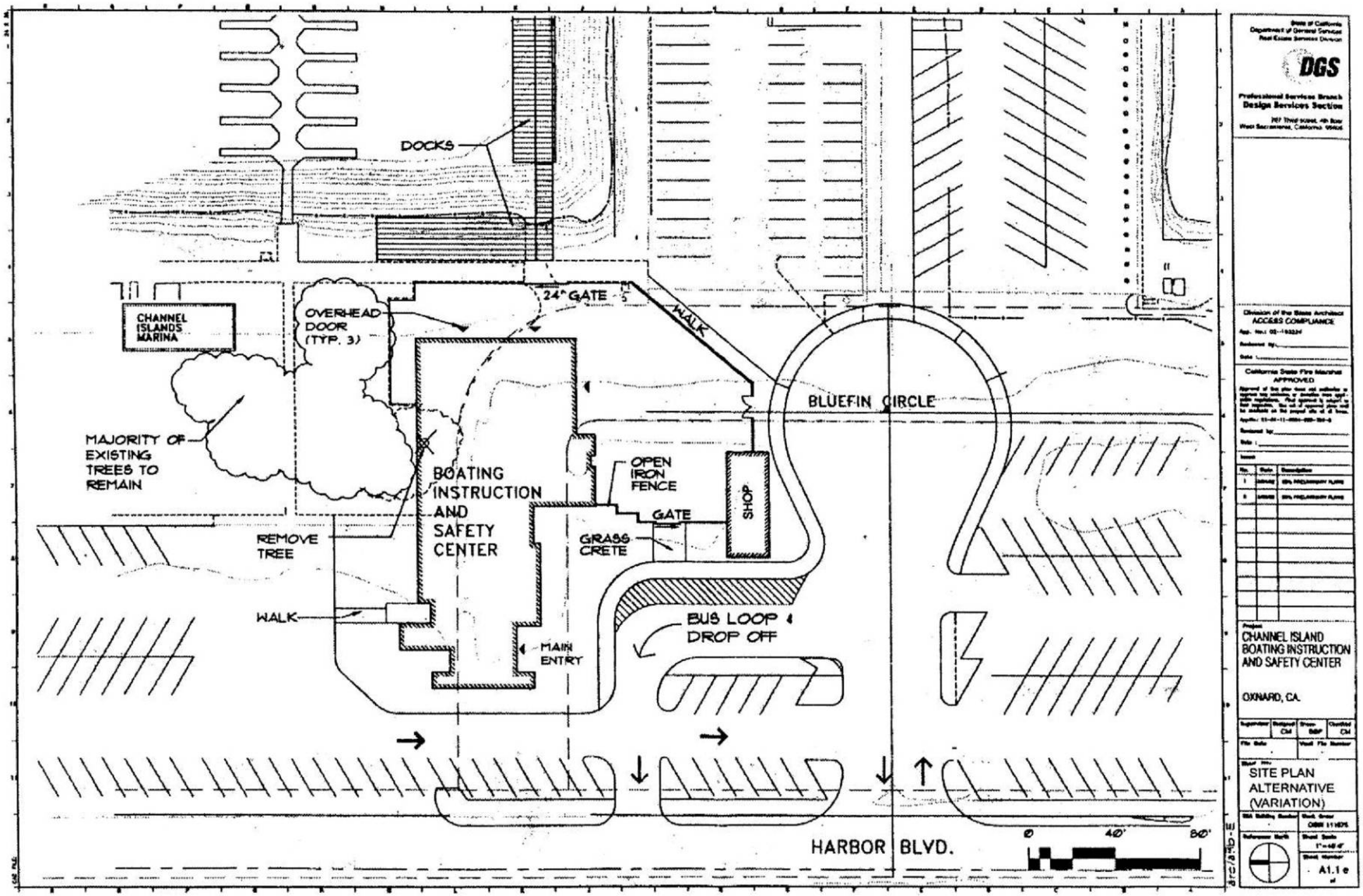
Draft

APPENDIX B

Approved BISC Plan

Draft



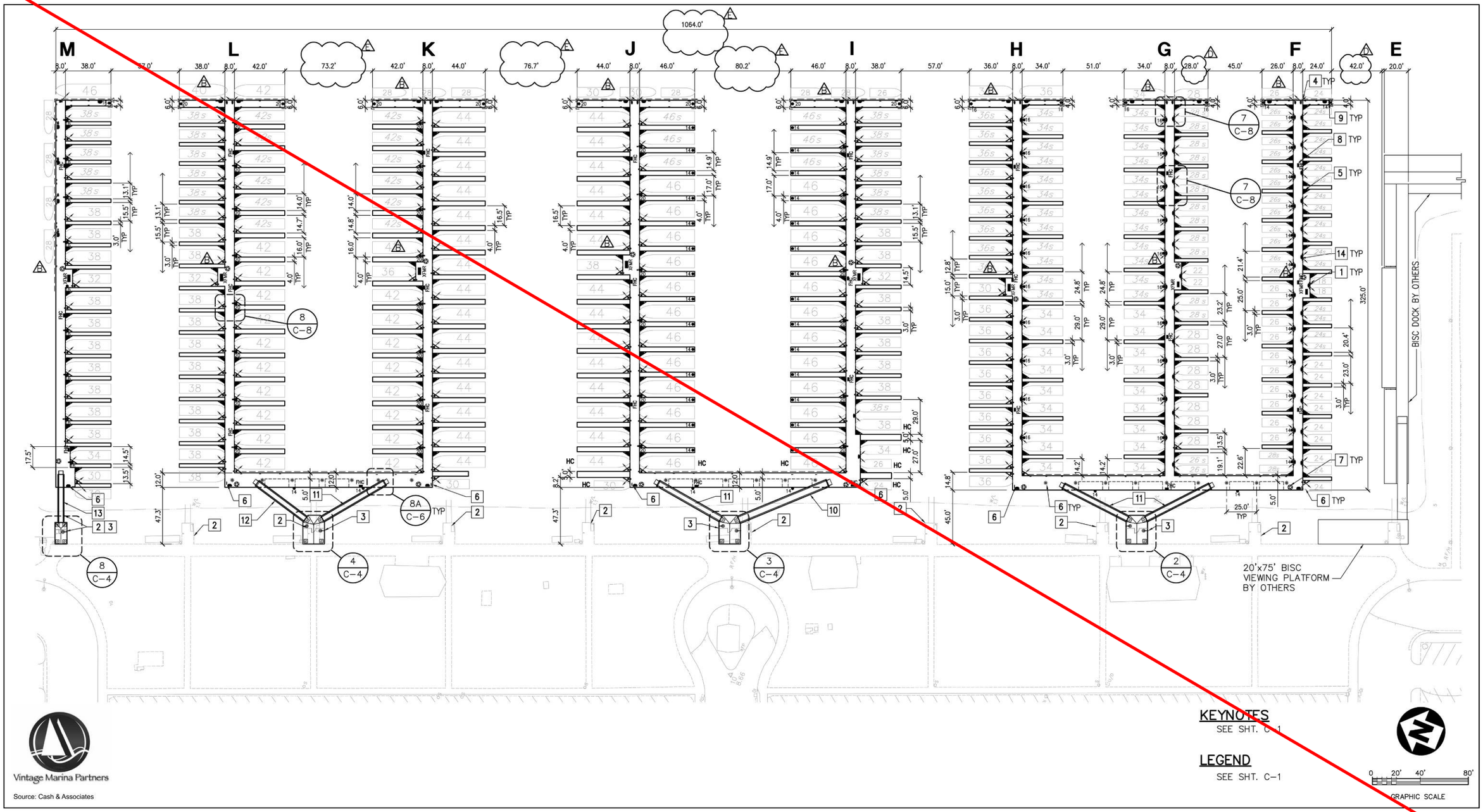
Boating Instruction and Safety Center Site Plan

Draft

APPENDIX C

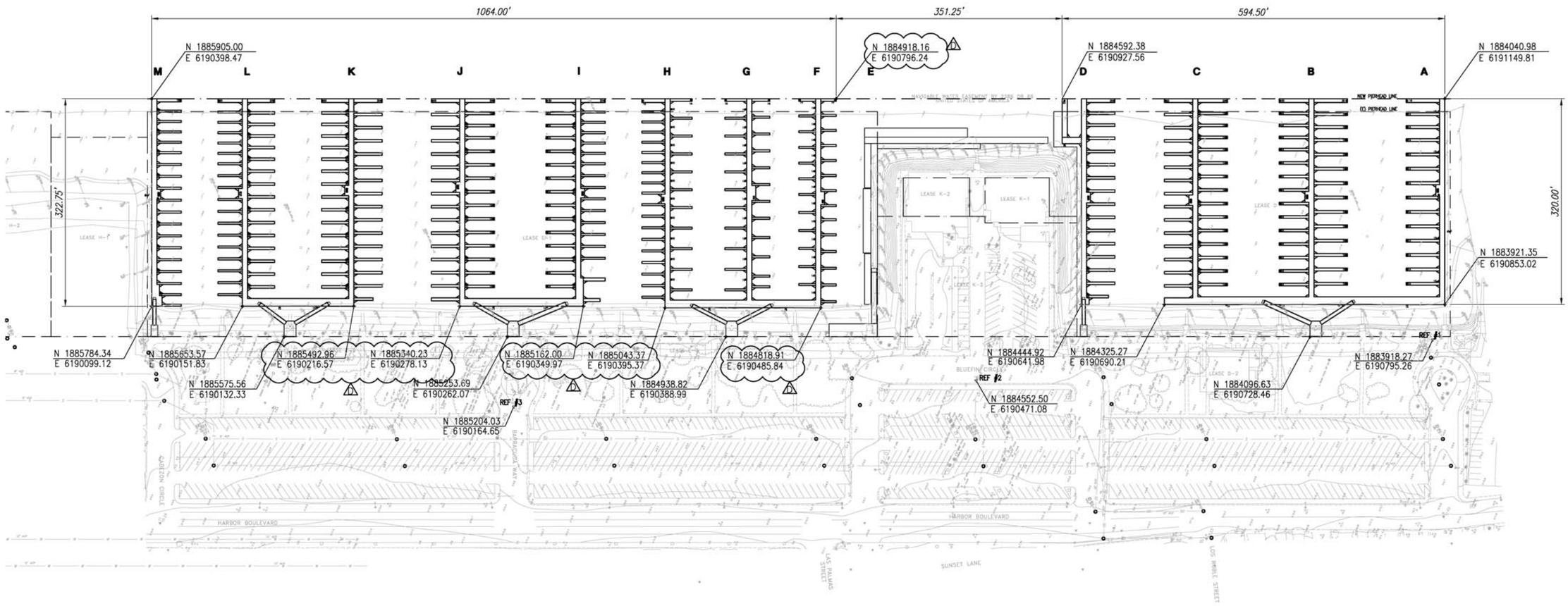
Approved Channel Islands Harbor Marina Plan

Draft



~~Revised Channel Islands Harbor Marina Plan~~

Draft



NOTE:

REFERENCE POINTS SHOWN HEREON WERE COMPILED FROM A SURVEY UNDERTAKEN BY PENFIELD & SMITH IN FEBRUARY AND MARCH OF 2004.

ELEVATIONS SHOWN HEREON WERE DETERMINED FROM TIES TO VENTURA COUNTY BENCHMARK 32-9 RM 1 LOCATED 400 FEET WESTERLY ALONG HARBOR BOULEVARD FROM ITS INTERSECTION WITH LOS FELIZ STREET. BASED ON TIDAL STATION INFORMATION FOR TIDAL BENCH MARK H 1048 LOCATED IN THE LA CONCHITA AREA, NAVD88 ELEVATIONS ARE 0.11 FOOT HIGHER THAM MEAN LOWER LOW WATER (MLLW) ELEVATIONS.

ELEV.=12.106 FEET
DATUM=NAVD88 VENTURA COUNTY ADJUSTMENT PUBLISHED 1992

0 40' 80' 160'
GRAPHIC SCALE

Vintage Marina Partners

Source: Cash & Associates

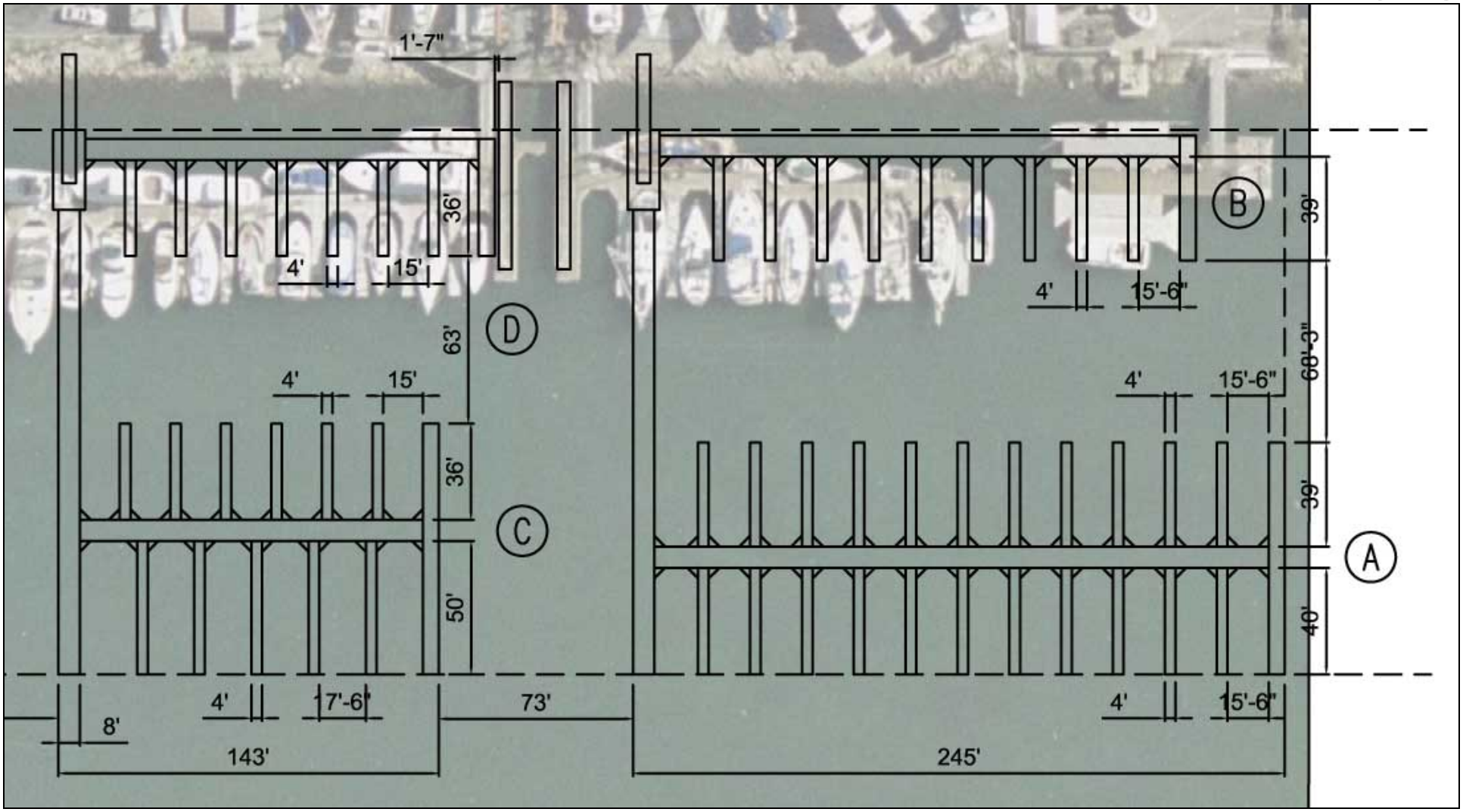
Revised Channel Islands Harbor Marina Plan

Draft

APPENDIX D

Anacapa Marine Services Plan

Draft



Approved Marine Services Plan

Draft

APPENDIX E

Peninsula Yacht Anchorage Plan

Draft

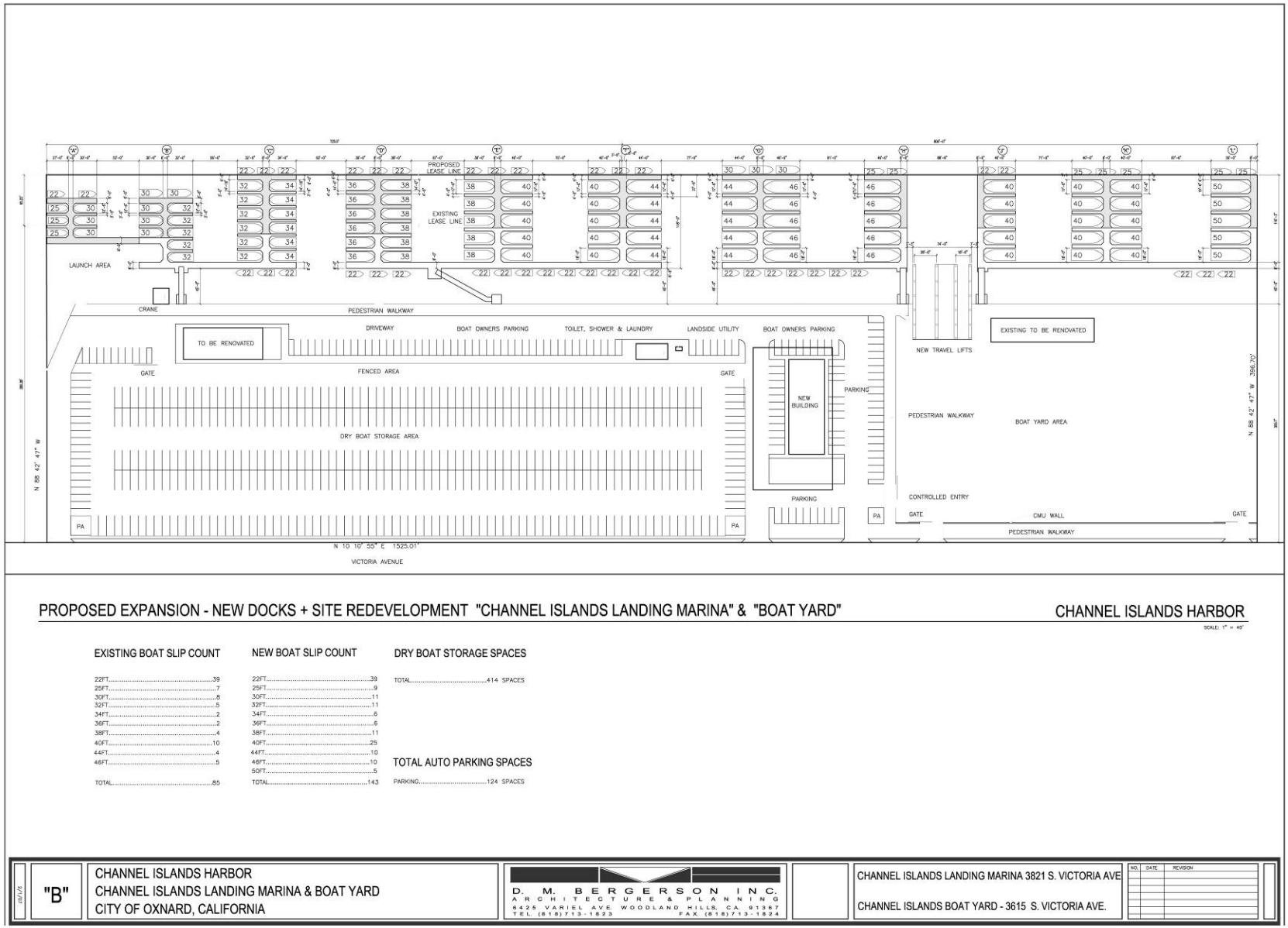
Peninsula Yacht Anchorage Plan

Draft

APPENDIX F

Channel Islands Landing/Boatyard

Draft



Channel Islands Landing/Boatyard

Draft

APPENDIX G

Marina Dry Stack Plan

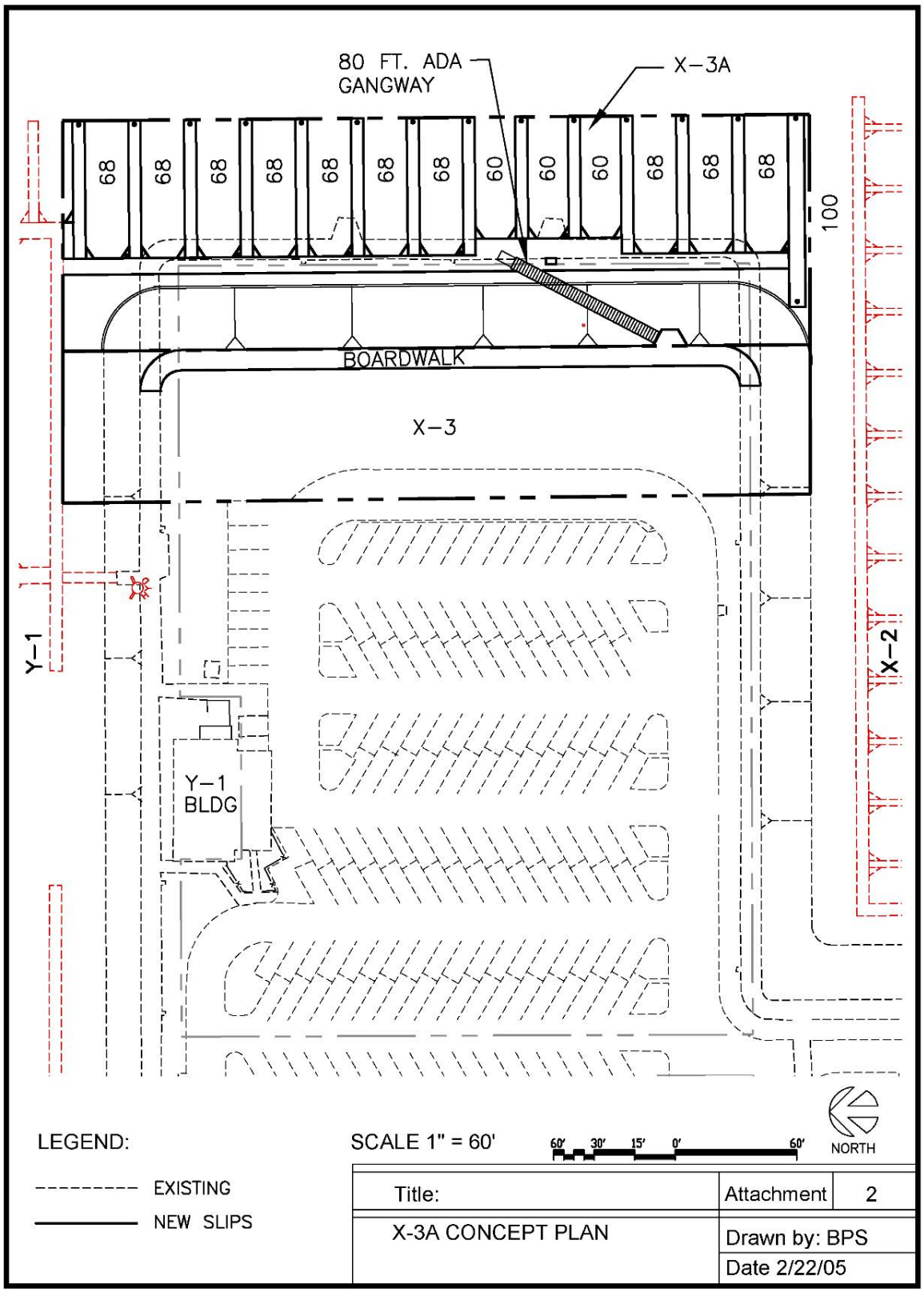
Draft

Appendix G, Marina Dry Stack, intentionally left blank

Draft

APPENDIX H

X-3 Marina Plan



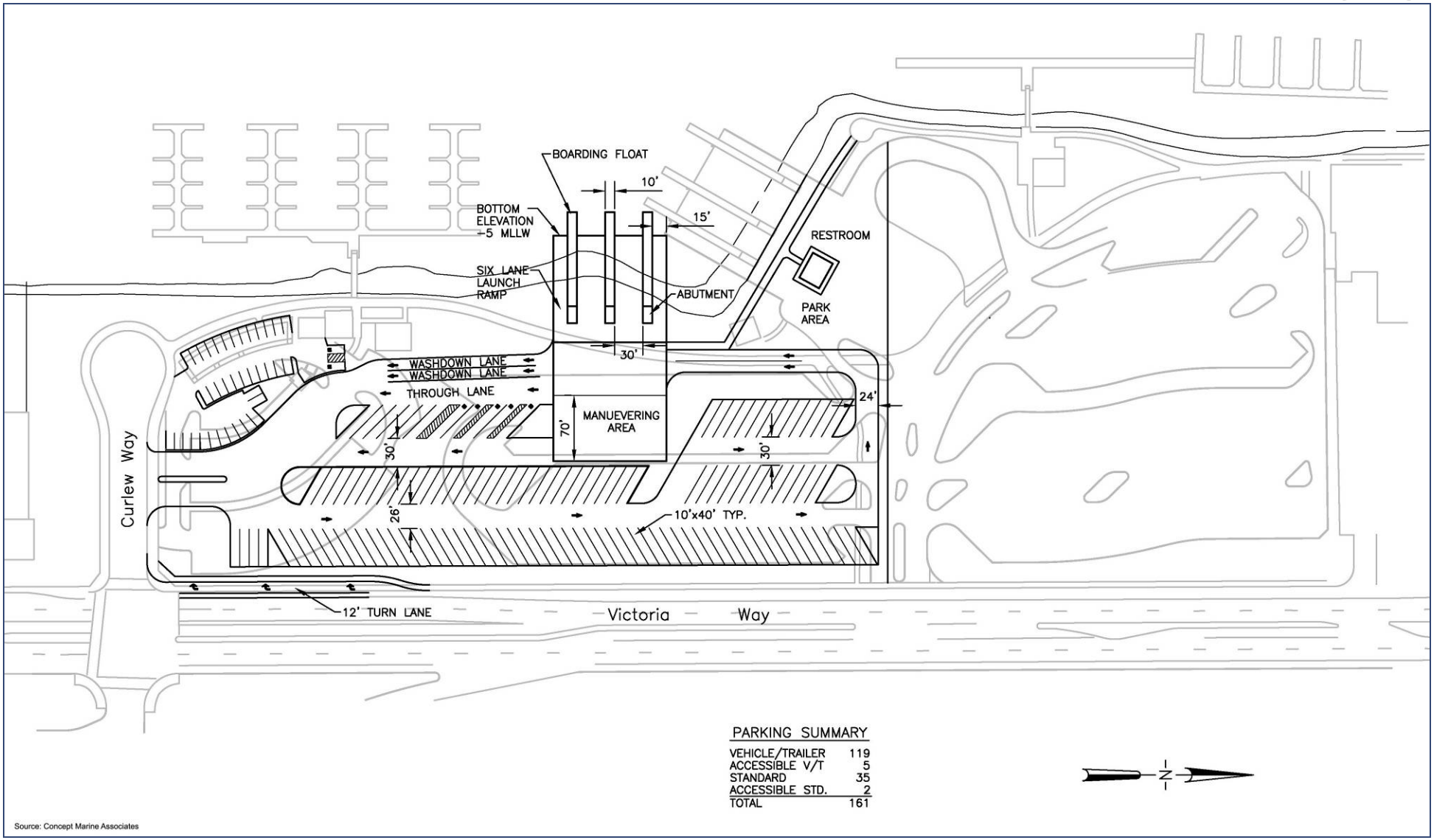
X-3 Marina Plan

Draft

APPENDIX I

Public Launch Ramp Plan

Draft



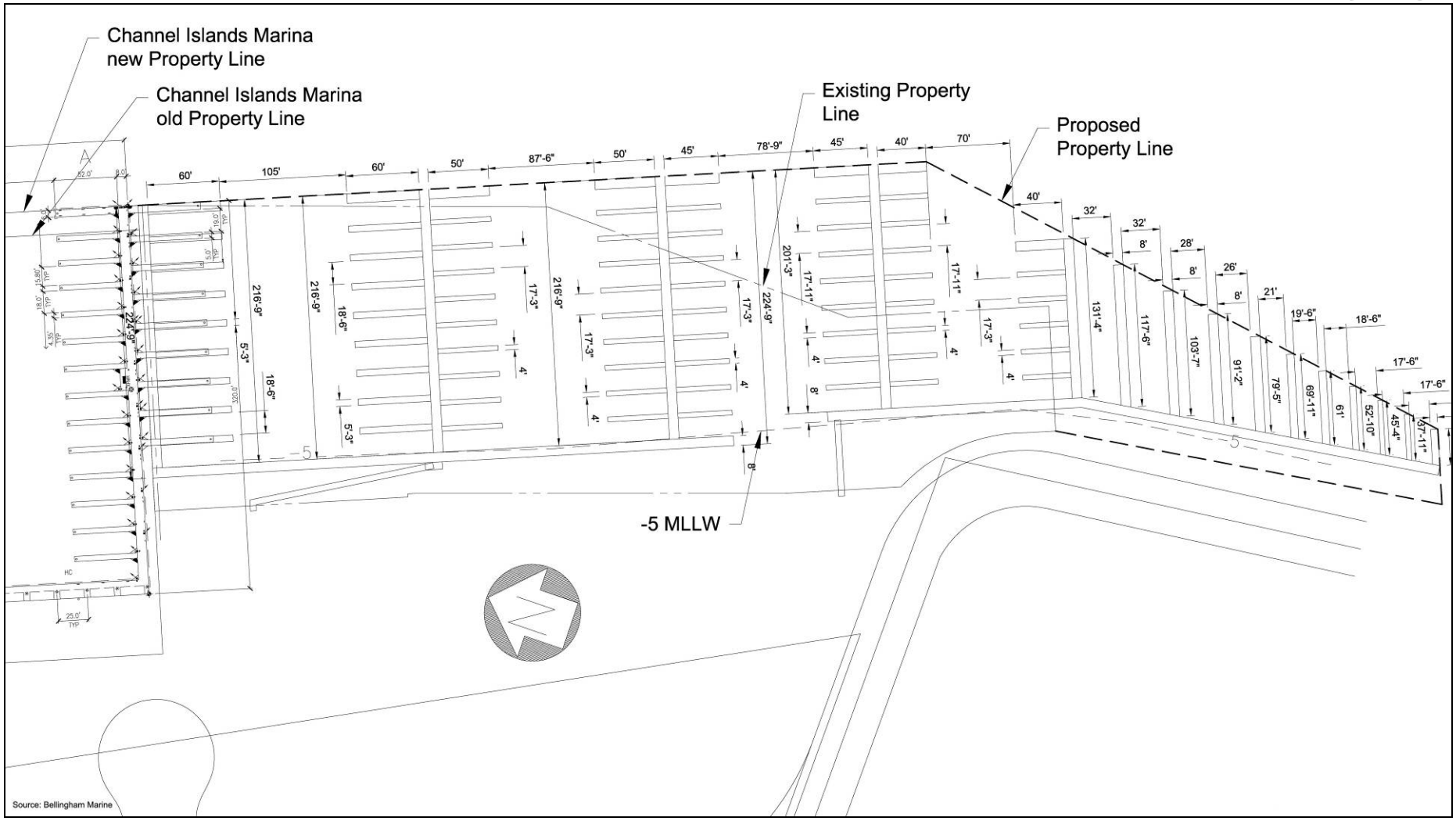
Public Launch Ramp Plan

Draft

APPENDIX J

Bahia Cabrillo Marina Plan

Draft



Bahia Cabrillo Marina Plan

Draft

APPENDIX K

Activities to Be Undertaken Pursuant to an Administrative Process

Draft

COUNTY OF VENTURA

CHANNEL ISLANDS HARBOR PUBLIC WORKS PLAN
THIRD AMENDMENT

2.0 APPENDIX K

3.0 Activities to be Undertaken Pursuant to an Administrative Process

The following types of development in the Channel Islands Harbor shall be subject only to an administrative permit issued by the County of Ventura Harbor Department and subject to standard conditions and mitigation measures for noise impacts, air quality impacts during construction, storm water quality, traffic control during construction, public access during construction, and such other conditions as may be necessary. These activities are excerpted from the California Coastal Act, Public Resources Code Section 30610.

1. Maintenance dredging of existing navigation channels or moving dredged material from those channels to a disposal area outside the coastal zone, pursuant to a permit from the United States Army Corps of Engineers.
2. Repair or maintenance activities that do not result in an addition to, or enlargement or expansion of, the object of those repair or maintenance activities; provided, however, that the repair and maintenance does not involve a risk of substantial adverse environmental impact.
3. The installation, testing, and placement in service or the replacement of any necessary utility connection between an existing service facility and any development approved pursuant to this section.
4. The replacement of any structure destroyed by a disaster. The replacement structure shall conform to existing land use requirements, shall be for the same use as the destroyed structure, shall not exceed either the floor area, height, or bulk of the destroyed structure by more than 10 percent, and shall be sited in the same location on the affected property as the destroyed structure. "Disaster" shall mean any situation in which the force or forces, which destroyed the structure to be replaced, were beyond the control of its owner. "Bulk" means total interior cubic volume as measured from the exterior surface of the structure. "
   Structure" includes landscaping and any erosion control structure or device, which is similar to that which existed prior to the occurrence of the disaster.
5. Any activity that involves the conversion of any existing multiple-unit residential structure to a time-share project, estate, or use, as defined in Section 11003.5 (sic) of the Business and Professions Code. If any improvement to an existing structure is otherwise exempt from the permit requirements of the Coastal Act, no NOID shall be required for that improvement on the basis that it is to be made in connection with any conversion exempt pursuant to this section. The division of a multiple-unit residential structure into condominiums as defined in Section 783 of the Civil Code, shall not be considered a time-share project, estate or use for purposes of this section.
6. Any proposed temporary event, which does not have a significant adverse impact upon coastal resources within the guidelines, adopted by the Coastal Commission.

Draft

APPENDIX L

History of the Channel Islands Harbor

History of Channel Islands Harbor

The construction of the Harbor was approved by Congress on September 3, 1954 (Public Law 780). The purpose of the Harbor was to meet the needs of Ventura County residents for a small craft harbor.

In 1960, the Harbor was first excavated by the Army Corps of Engineers which deposited removed sand downcoast in Port Hueneme in order to slow beach erosion.

In 1963, the Board of Supervisors approved a Harbor Improvement program, which allowed for private business development of public lands. This program was arranged such that:

- The County developed the boat basins and Harbor revetments and created the individual lease parcels;
- The businesses provided for the land and water structure improvements on each lease parcel;
- The County collected rents and percentages of business revenues from each parcel. These monies were used for Harbor maintenance, enforcement and public improvements.

In essence, this plan made possible the use of private enterprise to finance public facility portions of the Harbor.

~~The first phase of the Harbor opened in 1965 with 500 boat slips. Today there are approximately 2,500 _____ slips with many boating related businesses, three yacht clubs, several popular restaurants and over 727 residential units.~~

In 1979 the County of Ventura obtained a Coastal Permit (178-15) for a project to construct two large boat basins in the West Channel. This permit provides for commercial fishing support facilities on parcels X-1-A, B and X-2. The facilities include 150 commercial fishing slips, 60 permanent, 90 of which would be offered to the industry on a "first right of refusal" basis, an 80,000 sq. ft. net drying area, a vehicle loading and unloading area, a transient commercial dock available to fishing boats, and a fuel dock available to commercial fisherman on a 24-hour basis (located anywhere in the Harbor). Appendix B contains the full text of Permit 178-15.

The County has established the following goals for the operation of the Harbor:

- To meet the coastal recreational boating needs of the people of Ventura County within reasonable environmental limits by coordinating the development and operation of boating harbors, boat launch facilities and ocean fisheries in the coastal areas of Ventura County.

- To optimize the development and operation of the Channel Islands Harbor and County beach parks in view of the service, health, and safety of those persons using these facilities.

Jurisdictional Authorities

In 1963, the County and the City of Oxnard agreed to annex the land portion of the Harbor to the City of Oxnard. Both jurisdictions recognized that the location of the Harbor in the growth area of the city would allow the City to readily extend and provide public services to the Harbor such as water, sewer, fire and police.

The annexation to the City included all of the Harbor except the water areas. A Joint Powers agreement (i.e. amended five times through 1976), which expires in 2013, described the annexation, jurisdictional responsibilities and authorities of the two entities within the Harbor as opposed to joint powers. It also set forth the mechanisms of funding and contracting for the wide array of public improvements, which have been completed as the Harbor has developed. Typically, Harbor public improvements have been jointly funded according to varying formulas, which consider jurisdiction, the primary use of improvement and degree of benefit.

The Joint Powers agreement provides the County with the authority over the planning for, and leasing of, lands and water areas within the Harbor. With the exception of the public parks, docks and some public parking areas within the Harbor, all the land and waterside facilities have been constructed by private enterprises under the terms of lease agreements with the County~~'s Property Administration Agency~~.

Since the water areas of the Harbor remain in County jurisdiction, their use is regulated by County Ordinance 2829 which sets forth both the powers and duties of the Harbor Director, and the regulations governing the uses and activities on the waters within the Harbor.

The waters of the Harbor include those within the Inner and Outer Harbors. The Outer Harbor waters are those which lie between the outer breakwater, which runs parallel to the coast, and the beach or seaward ends of the jetties which form the Harbor Channel. The Inner Harbor waters are all those waters inland of the jetty ends and extending to Channel Islands Boulevard. ~~(for a description of Harbor waters see Figure II and/or Exhibit 4 of the Ordinance, Appendix A attached).~~

The provisions of Ordinance 2829 are enforced on a daily basis by the County, through its lease agreements, and the Harbor Master's Office through its enforcement and patrol activities. The County is also responsible for security on the waters of the Harbor and for water safety (lifeguards) on the beaches of the Harbor.

Within the Harbor on land, the City of Oxnard provides the public services of fire, police, traffic control, and refuse collection from ~~of~~ all public parking lots, parks and the southernmost surge beach. The County provides all necessary public services to water areas within the Harbor and certain public services to various Harbor parking lots and park areas. A listing of the various City

and County public service responsibilities for public areas within and adjacent to the Harbor are listed below (refer to 1.1Figure III ~~Figure IV~~):

- Parking Lots B-1 and B-2 and adjacent beach areas (outside of Harbor) – County provides all public services including police, fire and refuse collection.

- Southernmost swim beach and adjacent Parking Lot B-3 – City cleans and maintains and County provides parking enforcement.

- Swim beach to the north of Parking Lot B-3 and southernmost swim beach – County cleans and maintains and provides parking enforcement.
- Parking Lot E-2 – City cleans and maintains and County provides parking enforcement.

- Parking Lot E-4 and E-5 – City cleans and maintains and County provides parking enforcement.

- Parking Lot P-1 and adjacent park area - City cleans and maintains and County provides parking enforcement.

- Parking Lot W-1 and adjacent park area – City provides all public services.

- Parking Lots W-2 through W-6 and adjacent park areas - City cleans and maintains and County provides parking enforcement.

- Parking Lot W-7 through 13 – County cleans, maintains and provides parking enforcement.

At the present time, the ~~The~~ Channel Islands Beach Community Services District provides water and sewer service to the Harbor through an agreement that expires in 2021.

Exhibit 6
Channels Islands Harbor PWPA 1-07
Correspondence from Harbor Lessees
4 Pages

Channel Islands Harbor Lessees

Promoting Harbor Business, Recreation & Education

Commissioners
California Coastal Commission
89 South California Street, Suite 200
Ventura, CA 93001-2801

January 23, 2008

Item 5. a. February 8, 2008, California Coastal Commission Agenda

Dear Commissioners:

On behalf of the Lessees of Channel Islands Harbor, I am writing regarding a significant Harbor project on the California Coastal Commission agenda in February. This project is the Public Works Plan Amendment for the entire water area in Channel Islands Harbor in Ventura County.

As Lessees, we closely tracked what Commission members said regarding the Channel Islands Harbor Marina replacement project in May 2006. You asked that we find ways, if at all possible, to prevent slip loss upon reconstruction, and to show regard for owners of smaller vessels. We believe that the Public Works Plan Amendment submitted to you by the County of Ventura demonstrates that we listened and responded to what you had to say.

The Public Works Plan Amendment being presented by the County of Ventura for marina redevelopment is unanimously supported by the Lessees. We are prepared to rebuild to its standards. We believe this is a critical amendment for the future of the Harbor. In Channel Islands Harbor we have a very collegial relationship among Lessees, and between the Lessees and the Harbor Department and its Director. We enjoy strong support from the Board of Supervisors. We have worked diligently together to develop an amendment we believe is worthy of your support.

Thank you so much for your consideration.

Sincerely yours,

Randy Short
President

RECEIVED
JAN 23 2008
CALIFORNIA
COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT

The Channel Islands Harbor Lessees is a non-profit enterprise committed to promoting the Channel Islands Harbor as one of Southern California's premier waterfront destinations through prudent development of its infrastructure, balanced creation of resource opportunities, and preservation of its environmental integrity

3600 So. Harbor Blvd. - Channel Islands Harbor - Oxnard, CA 93035
Telephone - 805.984.3371

Executive Committee: F. Steven Buenger, President
Michael Koutnik - Brian Dunn - Michael Fairchild - Wes Whitman - Randy Short

ANACAPA MARINE SERVICES

January 24, 2008

RECEIVED
JAN 24 2008
CALIFORNIA
COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT

Chairman Patrick Kruer
California Coastal Commission
45 Fremont St., Suite 2000
San Francisco CA 94105

Re: RE: Ventura County Public Works Plan Amendment No. 1-07 (Waterside Improvements). Friday, February 8, 2006, item 5.a.

Dear Chairman Kruer:

I am the president of Anacapa Marine Services, a boatyard in Channel Islands Harbor. My family has operated this business since 1978. I urge the Commission's approval of the Channel Islands Harbor Public Works Amendment for the Waterside Improvements.

Like other marinas in Channel Islands Harbor, ours has reached the end of its useful life and is in need of replacement. The pierhead expansion will allow us to double the number of slips, better serving the recreational boaters who use Channel Islands Harbor as well as our boatyard services.

Additionally, construction of new slips will include construction of boater amenities that are not available now for our marina, including restroom facilities, as well as improved stormwater management systems, landscaping and an overall improved appearance.

Thank you,

Sincerely,

Michael Fairchild

Michael Fairchild
President

3203 S. Victoria Ave.
Oxnard, CA 93035
Tel: (805) 985-1818
Fax: (805) 985-5357
www.amsboatyard.com

CHANNEL ISLANDS LANDING/BOATYARD

January 24, 2008

RECEIVED
JAN 24 2008
California
COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT

Chairman Patrick Kruer
California Coastal Commission

RE: Ventura County Public Works Plan Amendment No. 1-07 (Waterside Improvements). Friday, February 8, 2006, item 5.a.

Dear Chairman Kruer:

I am the lessee's representative for Channel Islands Landing and Boatyard within the Channel Islands Harbor. Up until January of 2007 we provided 91 boat slips for boats in the 22-foot to 65 foot range. Eighty eight percent (88%) of these slips were 35 ft and under. My marina was damaged so badly in the high winds that occurred at the end of 2006, that we had to remove 87 slips.

In May of last year you approved a replacement marina and we are moving forward with that construction, however, we want to add slips by expanding the pier head line. This will only be allowed if you approve the amendment before you today. In fact, within this amendment, prepared by the County of Ventura, in cooperation with all marina lessees, we are a key property in preventing the loss of slips during marina replacement. By moving the pier head line, we can add over 60 slips. The Coast Guard has carefully reviewed this request and has no problem with the expansion in this area, as long as we keep it to the north end of the turning basin.

It is not cost or time effective to build one marina and then add to that marina by attaching additional slips. It will save us considerable time and money to build all at once. I can only do that if you approve this amendment.

Once completed, we will have 157 small and mid range boat slips that will be the most reasonably priced in the harbor. It is a service to boaters to get these slips built as soon as possible.

Thank you.

Sincerely,

Bob Nahm,
VP/General Manager
Channel Islands Landing and Boatyard

3821 So. Victoria Ave, Channel Islands Harbor, CA 93035
(805) 985-9100 (805) 985-0949 fax

ALMAR MANAGEMENT, INC.

3001 Peninsula Road
Oxnard, California 93035-4071

Telephone (805) 985-6035
Fax (805) 382-8125
E-Mail short@ix.netcom.com

RECEIVED
JAN 24 2008
CALIFORNIA
COASTAL COMMISSION
SOUTH CENTRAL COAST DISTRICT

RANDY SHORT
President

January 24, 2008

Chairman Patrick Kruer
California Coastal Commission
45 Fremont St., Suite 2000
San Francisco CA 94105

Re: RE: Ventura County Public Works Plan Amendment No. 1-07 (Waterside Improvements). Friday, February 8, 2006, item 5.a.

Dear Chairman Kruer:

I am the managing partner of the Peninsula Yacht Anchorage and Bahia Marina located in Channel Islands Harbor. Both of these marinas are in need of replacement do to their age and outdated construction. The new marina will have wider and more accessible docks, improved entry gates and gangways, and improved amenities such as dock boxes, electrical outlets, and other services.

The PWP Waterside Amendment will allow us to rebuild, with minimal intrusion into the existing waterway. Although the pierhead expansion is minor it minimizes the loss of slips to accommodate the new wider dock requirements. The new configuration will provide a wide range of slip sizes, from 22 feet to 80 feet.

At Bahia Marina, the expansion of the pierhead will enable us to provide larger slips close to the harbor entrance. These slips are in great demand in the harbor, and put the large vessels in the area where the harbor is deeper, and minimizing the traffic through the channels.

The existing slip tenants are excited about the new marina configuration and have already reserved the slips they want when the marina is completed. I request that you approve the PWP Amendment.

Thank you.

Sincerely,

Randy Short
Managing Partner

Exhibit 7

Reporter's Transcript of Proceedings
Friday, February 8, 2008
Public Works Plan 1-07 (Waterside Improvements)
Agenda Item No. 5.a.
Commission Discussion (pages 71-112)

1 With regard to the condition compliance, and
2 compliance with mitigation measures, there were some
3 glitches, as Lyn Krieger elaborated on. The county did, in
4 our opinion, correct those in an expeditious way. And, it
5 was difficult at the beginning to measure the 65 dbh because
6 of the various sound noises, and they had them set up without
7 a monitor right there, but then they corrected that, that
8 issue.
9 Mr. Bouchard, from the Channel Islands Community
10 Services District, suggested that there be coordination
11 between the county and the district regarding the delivery of
12 the water services, and we agree that that should happen, and
13 that should happen in the context of any development, and Ms.
14 Krieger has indicated that there will be this coordination
15 that will occur.
16 And, Mr. Davis brought up the issue of the
17 Commission's review authority, and somehow the federal
18 government's jurisdiction here, which is simply not the case.
19 And, with that, that concludes staff's comments.
20 **VICE CHAIR NEELY:** All right, and thank you.
21 Then, we will bring it to the Commission. We have
22 three Commissioners who wish to speak on this issue, so far,
23 and the first is Commissioner Burke.
24 **COMMISSIONER BURKE:** I have decided that I have so
25 many issues I am going to let the other Commissioners speak,

1 and then I will come back.

2 Thank you, very much.

3 **VICE CHAIR NEELY:** All right.

4 Commissioner Wan.

5 **COMMISSIONER WAN:** Frankly, in spite of what staff

6 has said, I just don't see how you can separate the landside

7 development from the waterside development at a marina. I

8 don't know how you can look at cumulative impacts this way.

9 And, here, we haven't even had a comprehensive

10 look at the biological resources, where we know there are

11 four species of herons that nest here, least terns, and snowy

12 plovers. There is an interrelationship between the use on

13 the land, and the use in the water. You can't separate that,

14 where you have nests and need foraging.

15 I don't know where the foraging is in the water

16 area, so I don't know what impact any of the changes that you

17 are talking about in the marina, are going to have on the

18 foraging area, and whether there is going to be any dredging.

19 If there is going to be changes in the foraging area, that is

20 going to impact whether you are going to have nests, or not.

21 So, I don't know how you can separate that.

22 If, when you develop a marina, what you put into

23 the water can determine, to some degree, what support

24 facilities you have for them. So, if you put in commercial

25 fishing, you are going to need one kind of support facilities

1 on the land, and if you put in recreational berths, you are
2 going to need different kinds of facilities on the land.
3 By making that decision now, about what kind of
4 facilities go in, in the water, you are prejudicing, at least
5 to some degree, this Commission's ability to deal with
6 whatever happens on the landside. I know you want to speed
7 this up, but I don't see how you can do it, and how you can
8 separate that.
9 This isn't an LCP, and you have to know where the
10 is a public works plan, a great deal of definition, okay,
11 because what comes back to you later, as has been explained,
12 is the Notice of Intending Development. You don't get to
13 really look at individual projects, so we need a lot of
14 specificity that we just don't have.
15 In addition, this isn't about removing the
16 requirement for a PWP amendment for additional development to
17 the land, as to what is existing now, is troubling. You
18 didn't -- when you removed that condition, you didn't just
19 remove it for the changes waterside. You removed it
20 completely, which means that if they do expansions of
21 existing developments which could be called for as the result
22 of what you have approved on the water. If they do that,
23 they don't have to come in for a public works plan amendment,
24 they can proceed with additional development landside.
25 It was that very statement in the PWP that

1 resulted in the requirement of this Commission that we go
2 back -- that they go back and do a PWP amendment for the
3 BISC. They came in and contended they didn't need to do it,
4 it was already conceived of, and that condition in the
5 original public works plan is the only reason why we had the
6 BISC, basically, in front of us, in any other form other than
7 a Notice of Impending Development.
8 So, even if you wanted to go forward with
9 separating this out, I don't understand why that condition
10 was removed both waterside and landside. If you wanted to do
11 it, and you want to go forward with this, remove it from the
12 waterside, but not for the landside, because that really
13 prevents us from looking at additional development issues
14 landside.
15 I looked through the appendices, and there are
16 some that include references to landside development. For
17 instance, and they may be minor, and they are definitely
18 needed for a marina, but you have got launch ramps, you have
19 got -- let's see, you have got launch ramps, you have got
20 sidewalks, you have got parking lots, those are all landside
21 developments connected to the waterside development, some of
22 them are in there. There is not a lot of specificity about
23 them, they certainly haven't been analyzed.
24 Again, I don't see how you can split it, and have
25 all of these things. These are all interconnected, and I

1 think that my biggest problem, and we talked about the dry
2 storage area -- or it was mentioned -- again, it is going to
3 go in. You specified, essentially, not the details of it,
4 but that it is going to go in, and that it is in a view area,
5 impact area, and again, you have already specified what is
6 going to go in part into the landside development, but we
7 don't have a review of the landside development. That
8 creates a lot of problems, okay.
9 I have some specific concerns, if this is going to
10 go forward, and some specific changes that need to go in
11 here, but I would prefer to wait for that, to discuss that,
12 because from my perspective, I think that approving this, and
13 splitting it and piecemealing it this way is just going to
14 create horrific problems for us, and tie our hands,
15 jurisdictionally, for issues that we don't really want our
16 hands tied on for later.
17 **EXECUTIVE DIRECTOR DOUGLAS:** Madam Chair.
18 **VICE CHAIR NEELY:** Yes.
19 **EXECUTIVE DIRECTOR DOUGLAS:** If I may, just on the
20 splitting of these two amendments, just to make a brief
21 comment.
22 We understand that concern. We do recognize that
23 there is an interrelationship between the two. The dilemma
24 we were facing is that the Harbor District is not prepared to
25 come forward with the landside amendment at this time, and

you have got the deteriorating slips, and marinas, and so the choice was do we wait until they come in with the landside amendment, and in the meanwhile the marina deteriorates and we lose boating opportunities, or do we proceed with the waterside amendment, and to the extent that we can analyze those, independent of the landside amendment that we do so.

And, as we looked at this, the only one that really, in our view, directly relates to what happens in terms of land use on the landside, was the dry boat storage, and what we did there was to keep that as it is now, which is being used for dry boat storage, but for a limited period of time, and that the long term use of that will be addressed in the landside amendment.

And, I understand, also, the issue of the birds using the water area to forage, but I don't know how you address that, as they use open water area, and you will eliminate some areas for -- you will affect some open areas, some water areas, with the marina redevelopment, but I don't know how we address that in the long term, and I don't know that we have ever done that.

COMMISSIONER WAN: Two aspects, you have, in fact, addressed that, because with least terns -- I am not talking about the herons -- but, with the least terns you need shallow water, quiet shallow water areas, for their foraging.

When you did the 20-20 plan for the L.A. Harbor,

you did, in fact, address that, and so without knowing where those specific kinds of foraging areas, you can't deal with it, and we haven't looked at that issue.

I am not saying that you can't expand these, and that you can't take open water habitat areas. The herons will find the other areas, the open water areas. I am talking about the least terns foraging areas, and it is an issue we haven't dealt with, and we haven't looked at.

And, again, I am going to take the exception about the whole issue of the landside development being separated. It hasn't been adequately separated, particularly, by removing that condition that comments that anything other than what is existing on the land has to have a public works amendment. You have removed that from here, so that we don't even get to look at any additional development landside, and because the harbor doesn't want to bring it in, I don't think that is a good reason to do that.

VICE CHAIR NEELY: Okay, we can come back to staff, but, we have some other Commissioners that wish to speak.

DISTRICT DIRECTOR AINSWORTH: Through the Chair, in response to Commissioner Wan's comments on taking out that provision that the harbor is already built out.

That will not change the standard of review for any future development on the landside. The land side's

existing facilities, are the facilities that are authorized under the PWP. Any change to the existing facilities, require a PWP amendment. By taking out that provision, it did not mean that they can just come in willy-nilly with a new notice of impending development to expand those facilities. That is not the case. Those existing facilities are what is approved in the PWP, and any expansion, change to those will require a PWP amendment.

VICE CHAIR NEELY: Okay, Commissioner Secord.

[**MOTION**]

COMMISSIONER SECORD: Thank you, Madam Chair. I am going to try a motion, and then after, if I get a "second" I would like to speak to it.

I move that the Commission certify the Channel Islands Harbor Public Works Plan Amendment No. 1-07 as submitted, and recommend a "No" vote.

VICE CHAIR NEELY: Okay, is there a "second"?

COMMISSIONER ACHADJIAN: Second.

VICE CHAIR NEELY: Moved by Commissioner Secord, seconded by Commissioner Achadjian.

Would you like to speak to your motion?

COMMISSIONER SECORD: No, Madam Chair.

VICE CHAIR NEELY: All right.

Seconder?

COMMISSIONER ACHADJIAN: No.

VICE CHAIR NEELY: Okay.

All right, failure of this motion will result in the denial of the Public Works Plan Amendment 1-07, and the adoption of the resolutions and findings in the staff report.

We have other speakers -- well, we haven't even voted on this one, yet --

COMMISSIONER SECORD: No.

VICE CHAIR NEELY: -- and we have other speakers from the Commissioners.

Commissioner Blank.

COMMISSIONER BLANK: If that is okay, Commissioner?

I just have a question for staff. I understand the landside part of the PWP hasn't been submitted, but do we know, or can we ask the applicant, are there potential large revenue producing projects --

DISTRICT DIRECTOR AINSWORTH: I'm sorry.

COMMISSIONER BLANK: Are there potential large revenue producing landside components that might be added under a landside PWP?

DISTRICT DIRECTOR AINSWORTH: Yes, I believe there are some significant landside developments that are coming down the pipe.

COMMISSIONER BLANK: Can you just give me a hint?

DISTRICT DIRECTOR AINSWORTH: I think it would be

1 better if Ms. Krieger could respond to that question. She
2 knows the details better than I.
3 **MS. KRIEGER:** I should tell you that today --
4 **DISTRICT DIRECTOR AINSWORTH:** Name?
5 **MS. KRIEGER:** Lyn Krieger, again, from the Harbor
6 Department.
7 Today, about 50 percent of the Harbor Department's
8 income comes from marinas and about 50 percent from the land.
9 The two, probably, most heavily revenue generating projects
10 will be the replacement of an existing hotel, which I believe
11 will be for about the same number of rooms. It is just that
12 it is such a decrepit -- forgive me, Wesley is here --
13 facility now, that a total replacement will make a huge
14 difference.
15 And, the other is our corner where Fisherman's
16 Wharf is, wherever that project ends up, it is at a very
17 conceptual stage, but we are looking at a mixed-use project.
18 Otherwise, on the landside, I would say that the
19 changes being proposed are relatively modest, just within the
20 water, it is replacement. It is not a serious change. It is
21 replacement.
22 **VICE CHAIR NEELY:** All right.
23 Commissioner Burke.
24 **COMMISSIONER BURKE:** In line with that,
25 Commissioner Blank, one of my concerns here is that this dry

1 stack storage being temporarily put back in, I was thinking
2 last night as I was thinking about this thing, that I had
3 just seen an advertisement in a magazine from Florida, where
4 they now have dry stack storage for 90-foot boats.
5 Now, when you stop and think about it, a 95-foot
6 boat in box, and 25 of them in the same box, the water mass,
7 or water area mass that that would eliminate the usage of is
8 absolutely incredible.
9 On the other side of that same issue, when you
10 talk about the people who can not afford slips, because the
11 slip that I used to have my boat in -- because they priced me
12 out of the business -- has now gone to $8,000 a month. Now,
13 in dry stack storage it is $1100 a month. Now, for a small
14 boat, probably would be like $500 a month, and what you would
15 do is, you would address some of Commission Wan's concerns
16 about that shallow water issue, and also about building up
17 more construction in the marina, itself.
18 So, I was thinking last night, if it is not
19 opposed to the other Commission, maybe I would get Executive
20 Director Douglas -- right Commissioner -- and take him as my
21 guest down to Florida and let us take a look at this thing,
22 because I don't want California to be behind the dime, or
23 behind this technology, in this kind of construction, because
24 if it is coming there, if it is there -- not coming there --
25 if it is there, you know it is going to come here.

1 And, a number of people who have spoken this
2 morning, both pro and con, would benefit from the kind of
3 technology that this facility provides.
4 Now, I am not trying to put Peter on the spot,
5 because I know him better than that, but this landside
6 development, Commissioner Wan is right, if you approve this
7 waterside plan, there is going to be some carryover to the
8 landside development.
9 So, you know, if you want to support this, you
10 have got to kind of get your hands around that, but it
11 depends on now you control the landside development.
12 **VICE CHAIR NEELY:** All right, thank you,
13 Commissioner Burke.
14 Commissioner Lowenthal.
15 **COMMISSIONER LOWENTHAL:** I had a couple of
16 questions, as well.
17 I am wondering on the slip side mix, I know that
18 there is a modification here requesting a minimum percentage
19 for those that are 32 feet and under, and those between 32
20 feet and 38 feet, but what was your slip side mix before? I
21 know you had a slide up -- you don't have to put that slide
22 back up --
23 **COMMISSIONER BURKE:** There was a 1 percent
24 decrease.
25 **COMMISSIONER LOWENTHAL:** I'm sorry?

COMMISSIONER BURKE: One percent decrease in the 35 and under.

VICE CHAIR NEELY: Was your question for the applicant?

COMMISSIONER LOWENTHAL: Yes, actually, if Lyn could get up.

MS. KRIEGER: Yes, what we are showing is --

COMMISSIONER LOWENTHAL: Let me rephrase it and just get to my point.

MS. KRIEGER: Yes.

COMMISSIONER LOWENTHAL: How many small sized slips are being eliminated in the new scheme? -- and could you give your name for the record.

MS. KRIEGER: Yes, my name is Lyn Krieger, again, from the Ventura County Harbor Department.

Our goal is not to decrease small slips, which is why, in the range from 38 feet and under -- I believe that the gentleman who spoke about this had his numbers wrong -- we have about half of our slips there, now, maybe slightly more than half. We are trying not to decrease those small slips anymore than absolutely necessary, which is very little, less than 1 percent.

COMMISSIONER LOWENTHAL: Okay, thank you.

And, the other question I have is on the in lieu fee, the modification that requires that the size of a

30-foot slip, and it indicates that it is $5,184. Is there a projection of what the total in lieu fees would be in any given annual time frame?

MS. KRIEGER: Our rough estimate, in today's dollars, with the rebuild of the entire harbor -- again, Lyn Krieger, Harbor Department -- would be around $500,000 a year.

COMMISSIONER LOWENTHAL: Okay, and my next question is to staff.

The requirement for an annual reporting of how these in lieu fees have been applied, and the nature of the scholarships, is there a requirement that the county submit a plan to you from the start? for instance, how they are shaping up the scholarship program, so that the staff and the Commission have some consideration as to how the program is designed?

DISTRICT DIRECTOR AINSWORTH: For each notice of impending development, there is a requirement that they have to provide an annual report, and as part of that report, they have to explain where that money is going to, to what programs, and to what percentages of the money is being --

COMMISSIONER LOWENTHAL: So, isn't that after-the-fact, that you don't believe you should have any sort of input on how these scholarships are applied?

So, they are providing an annual report for

1 programs already developed by -- and what if the program is
2 not acceptable, in terms of providing access to say, it is
3 important to us that the access be to the general public,
4 given the demographics of this county, the general public
5 would probably be of a lower income status, would we not want
6 to have any impact on that? or are you just receiving the
7 after-the-fact reporting, and then commenting?
8 **DISTRICT DIRECTOR AINSWORTH:** I guess that is a
9 good point. We would be receiving the after-the-fact
10 reporting, at this point.
11 There could be a provision that would required
12 that that analysis be done up front as part of each notice of
13 impending development.
14 **COMMISSIONER LOWENTHAL:** I think that would be
15 important. I think it is pointless to have an after-the-fact
16 reporting.
17 **DISTRICT DIRECTOR AINSWORTH:** We can certainly
18 make that part of our recommendation, as part of the lower
19 cost boating, provide that --
20 **COMMISSIONER LOWENTHAL:** And, that the program,
21 itself, actually uphold the Coastal Commission's desire to
22 provide greater access, and actually, beyond what is there
23 currently.
24 Right now, if you look at the marinas -- in Long
25 Beach, I represent a marina community, and it isn't the

1 general demographics of my city that actually negotiates and
2 navigates the marinas, and so it would be my interest to see
3 the unusual patrons, those that don't typically have that
4 opportunity to be recipients of these scholarships, not
5 necessarily marina live aboards, or people that normally
6 would have access to that area, or could afford that.
7 So, that would be important.
8 **EXECUTIVE DIRECTOR DOUGLAS:** I think that is an
9 excellent idea, and we will incorporate that as a -- well,
10 our suggestion, but if you would incorporate that into your
11 plan.
12 **COMMISSIONER LOWENTHAL:** Ms. Krieger.
13 **MS. KRIEGER:** Yes, Lyn Krieger, again from the
14 Harbor Department.
15 We would happily accept that. We currently have a
16 scholarship program administered through the Boys and Girls
17 Club, so we would be happy to --
18 **COMMISSIONER BURKE:** Excuse, me, I thought that
19 this was incorporated when we last passed this thing to get
20 us off of the rental of the slips, and it went to the program
21 that went --
22 **EXECUTIVE DIRECTOR DOUGLAS:** It was, it was, but
23 --
24 **COMMISSIONER BURKE:** -- so this is, actually --
25 **EXECUTIVE DIRECTOR DOUGLAS:** -- Commissioner

1 Lowenthal is correct. It would be reported to us after-the-
2 fact. We wouldn't be looking at the kind of program before
3 the funds are used.
4 **COMMISSIONER BURKE:** But, we directed it to go to
5 a program that we reviewed before.
6 **EXECUTIVE DIRECTOR DOUGLAS:** Yes.
7 **COMMISSIONER BURKE:** So, it really isn't after-
8 the-fact, but it is okay --
9 **EXECUTIVE DIRECTOR DOUGLAS:** Well, then --
10 **COMMISSIONER BURKE:** -- I understand where you are
11 going.
12 **COMMISSIONER LOWENTHAL:** Why are you raining on my
13 parade?
14 **COMMISSIONER BURKE:** Because you are a day late,
15 and you weren't here when school was first held, and I am
16 just trying to bring you up to speed, so that we don't have
17 to replicate what we have already done.
18 And, I don't want to get confused in the direction
19 here, because before this was straightened out last time, we
20 used to get a slip dedicated to a club, to give lessons in
21 boating, which I thought was absolutely not effective.
22 So, we've made a quantum leap to that, so I don't
23 want us to just get confused --
24 **COMMISSIONER LOWENTHAL:** Actually, if that were
25 the case, that should be articulated in the staff report, so

that you are not relying on individual memories from meeting to meeting, because I think we, too, shall slip on that stone.

EXECUTIVE DIRECTOR DOUGLAS: You, actually, both are right, and we will take care of it.

COMMISSIONER BURKE: You are losing your trip to Florida.

COMMISSIONER LOWENTHAL: Gentlemen, if I still have the floor?

VICE CHAIR NEELY: Yes. you do, Commissioner Lowenthal.

COMMISSIONER LOWENTHAL: I would like to ask my last question.

On the landside development issue, I know Commissioner Wan and others have concern about the bifurcation of the two projects, and I am wondering if there is a provision that I may have missed, that would actually call for once the landside development is proposed, secured, approved, that there is an opportunity to review the waterside to, actually, consider any unintended impacts?

DISTRICT DIRECTOR AINSWORTH: As I understand the question, through the Chair, can we go back and look at some waterside issues that may be brought up on the landside? yes, we can do that, and address any unanticipated impacts through the landside development.

COMMISSIONER LOWENTHAL: And, my last --

EXECUTIVE DIRECTOR DOUGLAS: Let me just make sure.

What you are suggesting is that this amendment, if it goes forward, include a provision that makes clear that if the landside amendment, when that comes forward, raises issues that would warrant a change to the waterside amendment, that we have the authority to require that? And, I am not sure that it now does that, so let me ask Ms. Krieger, again, whether or not they would object to incorporating a provision like that, so that if a landside amendment implicates a change necessary for the waterside, that you would have the reopener authority to address that.

VICE CHAIR NEELY: All right.

Ms. Krieger, can you answer that?

MS. KRIEGER: Yes, Lyn Krieger, again.

We assumed you would have that authority, and we have no objection to including that.

COMMISSIONER LOWENTHAL: I appreciate that, thank you.

And, my last item is the dry stack storage. You mentioned that it was a 5-year temporary. What happens after 5 years?

EXECUTIVE DIRECTOR DOUGLAS: The approach that we took was that to keep the current dry stack storage there,

which is not permitted, really, because it is a view corridor, but rather than just throw them all out right now, allow it to continue for 5 years, so that the long term use of this area can be addressed in the landside amendment, and if the landside amendment does not permit continued dry storage here, it has to be removed.

If 5 years comes first, it would have to be removed after 5 years. So, it just buys us time to address that long term use issue.

VICE CHAIR NEELY: All right, thank you.

Commissioner Wan.

COMMISSIONER WAN: Just a quick question on this reopener clause.

Suppose something that might impact the landside development has already been built, you have torn down stuff, and you rebuilt it? how do you reopen that, and re-look at it? I don't understand, so explain that to me.

EXECUTIVE DIRECTOR DOUGLAS: The issue that we just discussed is, if when we look at the landside amendment, there are implications that would suggest you need a change to the waterside plan, that you would have the authority to do that.

COMMISSIONER WAN: Okay, but there is no way --

VICE CHAIR NEELY: Your mike.

COMMISSIONER WAN: Keep pushing the wrong thing.

Okay, but that doesn't mean that if something from the waterside, in essence, requires something on the landside that we could do anything about it? because we have already approved it. You see, that is the --

EXECUTIVE DIRECTOR DOUGLAS: Well --

COMMISSIONER WAN: -- uses I am talking about.

EXECUTIVE DIRECTOR DOUGLAS: -- certainly, if there is something that is constructed on the waterside, as a result of the waterside amendment, and when you get to the landside amendment -- and I don't know what this would be -- that would suggest, "Gee, if we approved this on the landside, we need this change on the waterside," and you have already got construction there, no, you wouldn't have the ability to go and change that.

COMMISSIONER WAN: I wasn't even talking about that.

EXECUTIVE DIRECTOR DOUGLAS: Okay, but if there were uses that hadn't yet been developed on the waterside, that are implicated by the landside amendment, you could change that.

VICE CHAIR NEELY: Okay, we have a motion, and a second. Motion is by Commissioner Secord, second is by Commissioner Achadjian, they are recommending a "No" vote.

Any other comments, Commissioners?

COMMISSIONER SECORD: And, that would be followed

by another --

VICE CHAIR NEELY: Yes, through a second motion.

COMMISSIONER SECORD: Okay.

VICE CHAIR NEELY: Is there -- do we need to take a roll call vote on this?

[No Response]

Any objection to a unanimous roll call vote?

[No Response]

Seeing none, the motion fails, and the Commission hereby denies -- I mean the motion passes, but it was a recommended "No" vote, and the Commission hereby denies certification of the Channel Island Harbor Public Works Amendment No. 1-07 as submitted, and adopts the findings in the staff report.

And, there is a second motion, Commissioner Secord.

[**MOTION**]

COMMISSIONER SECORD: Thank you, Madam Chair, I move that the Commission certify the Channel Islands Harbor Public Works Plan 1-07, if modified as suggested in the staff report, recommend a "Yes" vote.

VICE CHAIR NEELY: Okay, is there a "second"?

COMMISSIONER ACHADJIAN: Second.

VICE CHAIR NEELY: There is a motion by Commissioner Secord, seconded by Commissioner Achadjian,

passage of this motion will result in certification of the Public Works Plan 1-07, as modified.

Would you like to speak to your motion?

COMMISSIONER SECORD: Thank you, Madam Chair.

I think this is a very fine project and it has been a consensual project, as it has gone along. There has been lots of public input. The project seems to be getting better as we massage it, but it has taken years to get where we are today.

This is a public entity. The public entity has got budget problems, just like the Coastal Commission does. It would be unconscionable to drag this out any further. It has been going on for a long time, and I urge you to vote "Yes".

VICE CHAIR NEELY: Okay.

Commissioner Achadjian?

COMMISSIONER ACHADJIAN: No.

VICE CHAIR NEELY: No, all right.

Any objection to a unanimous roll call --

COMMISSIONER WAN: No.

VICE CHAIR NEELY: I'm sorry, no?

Any objections to a unanimous roll call vote --

COMMISSIONER WAN: Can I just say something regarding the amendment.

VICE CHAIR NEELY: All right.

1 Commissioner Wan.

2 **COMMISSIONER WAN:** Yes, I am not going to support
3 the amending motion, mostly, in large measure because of this
4 interrelationship, but if this is going to go forward, there
5 still are a couple of other amendments that I believe need to
6 go into here. And, if I can -- I'll lay them out, and then
7 if somebody would allow me to make a motion by doing
8 something else?

9 First of all, okay, as you look at what is going
10 on in this harbor right now -- it is going to be discussed on
11 the BISC, because somebody gave us this photograph -- you
12 have got tree trimming operations that are going on there
13 that are affecting those trees and the heron habitat, but
14 there is no tree trimming ordinance here. We didn't have the
15 ability to get that in at -- or plan, and we didn't have the
16 ability to get that in at the marina, but at least we should
17 have the requirement that there be such a plan prepared and
18 brought to the Executive Director, so you are not creating a
19 real problem.

20 We don't have the ability to do that at the Marina
21 del Rey, but we certainly have the ability to do it here, and
22 I would like to see that done.

23 The other thing is there was an amendment -- a
24 modification that was removed, and I don't understand why it
25 was removed. On page 4, and at 10.b. during each monitoring

1 session will include a total bird count.

2 So, you removed the monitoring requirement from

3 the landside, I guess because you are only looking at the

4 waterside? is that the reason?

5 **DISTRICT DIRECTOR AINSWORTH:** Was that the

6 requirement for continuing surveys?

7 **COMMISSIONER WAN:** Yes, continuing surveys.

8 **DISTRICT DIRECTOR AINSWORTH:** The continuing

9 surveys, the county had objected to that position, because

10 they would have to hire a monitor in perpetuity.

11 We felt that that issue would be more appropriate-

12 ly addressed through the landside amendment, because there

13 are no direct impacts to the trees through the waterside

14 amendment. There are only indirect impacts from construction

15 noises, things like that.

16 **COMMISSIONER WAN:** Okay.

17 **DISTRICT DIRECTOR AINSWORTH:** And, that is why we

18 chose to --

19 **COMMISSIONER WAN:** Okay, the other concern I had,

20 has to do with the way in which you are controlling, or

21 limiting the decibel level, and impacts, you have limited it

22 to 65 db, but it really is sort of misleading. That is an

23 average over a 24-hour period, okay.

24 Well, what you described, staff, you described it

25 in your staff report as -- and I forgot what the -- let me

1 look at this here, okay. CNEL, you said, is an average, am I
2 correct in that staff? because that is what you said in your
3 staff report that it was an average over 24 hours.
4 **DISTRICT DIRECTOR AINSWORTH:** I believe we have
5 modified that in our addendum, and it is for a 5-minute
6 period, if I am correct.
7 Lyn, right?
8 **COMMISSIONER WAN:** Oh, it wouldn't --
9 **DISTRICT DIRECTOR AINSWORTH:** It wouldn't be an
10 average. It would be for this 5 minute period.
11 **COMMISSIONER WAN:** Okay, that is better,
12 obviously, but it is still creates this problem about the
13 intermittent, in other words, the peak noise versus --
14 because a lot of these noises are impact noises,
15 particularly, for example, from you know, when you are
16 pounding, okay, yes from pile drivers, so if the impact
17 noise, which is momentary is really loud, it can be smoothed
18 over an average, and I think you need to have a maximum, in
19 terms of an impact noise in here to deal with that very
20 issue. This was raised by one of the members of the public.
21 I think it is a great concern. If you have got an
22 impact noise that is 80 decibels, or even greater, that is
23 going to have a major impact on those birds, even if you have
24 smoothed it out over a 5-minute period by the averaging
25 process, because somehow you have to have a peak. You have

1 to redefine this in some way to deal with the peak. I don't
2 know, technically, how you do that, but I would certainly
3 like to make an amendment to require that that be adjusted to
4 deal with that.
5 Then, the last two issues that I have concerns
6 about, one is that there is no water quality testing required
7 for Kiddies Beach, and that is that there is no water quality
8 sampling to be done at Kiddies Beach area, and if my
9 recollection serves me correctly, that is an area that has a
10 known water quality problem, so I am wondering why that isn't
11 the case?
12 **DISTRICT DIRECTOR AINSWORTH:** Through the Chair.
13 The monitoring of Kiddies Beach is conducted
14 through the environmental health division of the county,
15 under State Law AB 411, and we thought it would be redundant
16 to have the Harbor Department to then monitor these, as well.
17 The L.A. Regional Board has adopted a total
18 maximum daily load for addressing these problems, at Kiddies
19 Beach and Hoby Beach, and that final approval of that TDML is
20 being worked through the regional board, U.S. EPA, as well,
21 and this process has been a multi-stakeholder process.
22 **COMMISSIONER WAN:** Okay, as long as it is getting
23 done, I don't care who is doing it, okay, that is fine. If
24 it already being done, it doesn't need to be done again.
25 And, then, somewhere in here, under the water

quality, I saw the removal of a condition that specified, relative to the pump out stations being removed, and I wish I could find where that was, because pump out stations really are necessary in marinas.

DISTRICT DIRECTOR AINSWORTH: Yes, through the Chair.

That was moved to just a different section, and it is still in there --

COMMISSIONER WAN: Okay, okay.

DISTRICT DIRECTOR AINSWORTH: -- and the provision of pump out stations is adequate in the number of pump out stations is included.

COMMISSIONER WAN: Because that was a concern when I saw it being crossed out, and if it is moved to somewhere else, that is fine.

Then, the last thing is, I can't find, and I have been looking through this, and I can't find the word that will remove relative to the expansion of development on, you know, the issue that I was talking about that requirement for a Public Works Plan Amendment, if there is any additional development beyond what is there, because I remember that it didn't just -- there was some language in there that if it was removed, concerned me, and can you find that and read that to me?

DISTRICT DIRECTOR AINSWORTH: It wasn't in a

policy. It was up front, and it said that the marina is built out --

COMMISSIONER WAN: Right.

DISTRICT DIRECTOR AINSWORTH: -- and that is it, because the PWP would cover those existing facilities, and so that is what was removed. It was not a policy language. It was in the preamble to the PWP.

COMMISSIONER WAN: And, I agree that the section that says "marina built out" that should be removed because that is not true anymore, but it also -- what about the part that says that a PWP amendment should be required for any additional development, has that also come out?

DISTRICT DIRECTOR AINSWORTH: That really wasn't ever in there. I mean, the plan established what the level of development would be there, existing structures, that is the plan, existing facilities.

COMMISSIONER WAN: Okay, and, so if they do need to develop anything else, they do need to come back, because the first time they came through with the BISC, you contended they didn't need a PWP amendment, if I remember correctly.

DISTRICT DIRECTOR AINSWORTH: I was wrong, then.

COMMISSIONER WAN: You were, okay.

DISTRICT DIRECTOR AINSWORTH: He was wrong.

COMMISSIONER WAN: Okay, then, I am left with 3 additional conditions that I would like to see put in there,

1 if somebody would -- I obviously, can't make any motions now,
2 so I have got to go to somebody else, but.
3 **COMMISSIONER BURKE:** I would like to say
4 something, not that I would like to help on the motions.
5 But, on this tree trimming thing, is it applicable
6 to do that, because I think that that is a great idea, and
7 just so that Commissioner Wan knows, I did speak to the
8 Chairman of the Los Angeles County Board of Supervisors last
9 night about the doing of a complaint yesterday, and she said
10 that she would see today, if there could be a county policy
11 that can be developed that would be contiguous with the
12 Coastal Commission policy on trimming of trees that have
13 nesting birds in them.
14 Of course, then they have got to go get two more
15 votes, but at least we have the opportunity to have that
16 policy backdoored into the County of Los Angeles. And, if we
17 could do that here, I think it would even give it more legs
18 in Los Angeles, so if somebody could help me here, I would be
19 willing to --
20 **VICE CHAIR NEELY:** Let's just get the staff maybe
21 to respond, to see of you could incorporate this?
22 **DISTRICT DIRECTOR AINSWORTH:** Well, through the
23 Chair, we agreed the tree trimming policy should be
24 incorporated into the PWP, but in our view it should be
25 incorporated through the landside development, and not

1 through the waterside, because that doesn't have a direct
2 impact for any waterside development, would not have any
3 impact on the trees.
4 **VICE CHAIR NEELY:** Ms. Krieger, would you like to
5 address that, please.
6 **MS. KRIEGER:** Lyn Krieger, from the Harbor
7 Department, if that would be helpful to this process we have
8 no particular objection to development --
9 **COMMISSIONER BLANK:** It would be helpful for me,
10 too.
11 **MS. KRIEGER:** I don't think we can do it at the
12 podium here today, so I don't know, procedurally, how we
13 would work it out, but I --
14 **EXECUTIVE DIRECTOR DOUGLAS:** Well, we --
15 **COMMISSIONER WAN:** I would suggest that you
16 prepare a plan and bring it to the Commission for review, or
17 bring it to the Executive Director for his approval,
18 whatever.
19 **EXECUTIVE DIRECTOR DOUGLAS:** We actually had
20 language, and what you were concerned about is that, yes, it
21 may be appropriate for the landside, but until we get that we
22 don't have a policy, so what Ms. Krieger is saying is that
23 they don't object to incorporating a tree trimming provision
24 here, and we do have language proposed, but it is quite
25 lengthy, and I don't how to -- it just sets up a number of

1 standards for tree trimming.

2 And, what I would suggest, and I don't know how we

3 would be able to give this to the Harbor District and members

4 of the public to look at before you act on it.

5 I know you have copies, but it is two pages.

6 **COMMISSIONER REILLY:** Wait, can't it just go to

7 you, Peter, for review?

8 **COMMISSIONER BURKE:** Yeah, can't we just put it in

9 and have it come back to your for approval.

10 **EXECUTIVE DIRECTOR DOUGLAS:** You could do that.

11 **VICE CHAIR NEELY:** All right.

12 **COMMISSIONER REILLY:** Let's do that, let's do

13 that.

14 **VICE CHAIR NEELY:** All right, and the applicant,

15 okay?

16 Next one?

17 **DISTRICT DIRECTOR AINSWORTH:** Just one other

18 comment.

19 The idea here would be, then, to have a program-

20 matic notice of impending development for tree trimming

21 throughout the harbor, so they wouldn't have to come in on an

22 individual basis for each tree, so that is the mechanism by

23 which it will work well.

24 **COMMISSIONER BURKE:** What I am trying to do is

25 kind of follow what Commissioner Reilly says, get some

1 conformity, so that the next marina that comes in we know
2 that they are going to have to have a tree trimming policy,
3 and so it would be in conformity statewide.
4 **VICE CHAIR NEELY:** All right, that is a good
5 suggestion.
6 **COMMISSIONER WAN:** And, is there any way to deal
7 with -- or, should I just make a motion? is it time to make a
8 motion on one, some of the other issues?
9 Let me make a motion that you put in a better
10 definition of the maximum decibel level allowed; and one that
11 considers the peak due to impact noise. And, again, I don't
12 know how to specify that, but I would like to.
13 **EXECUTIVE DIRECTOR DOUGLAS:** Well, what you are
14 suggesting is that the measure, actually, not be over a
15 period of time, but just if at any moment in time there is an
16 exceedence of that threshold, that there be a consequence to
17 that.
18 **COMMISSIONER WAN:** Well, it is very -- that is why
19 I am making the comment here that I don't have the technical
20 definition on how to do that, and I would leave that to you.
21 There has got to be some averaging, because when
22 you are talking about a moment in time, you have got to
23 specific what that moment in time is, so I would leave it to
24 you to come up with what the appropriate measure is, so that
25 what you don't do is to wind up, as I said, smoothing out

what could be very dangerous levels.

EXECUTIVE DIRECTOR DOUGLAS: I understand, but the moment in time --

COMMISSIONER BURKE: It is very difficult because --

EXECUTIVE DIRECTOR DOUGLAS: -- we said 5 minutes, and that is the moment in time. You don't seem to think that is adequate, so if it is a peak --

COMMISSIONER BURKE: I think what Commissioner -- and let me not put words in --

VICE CHAIR NEELY: All right, can we just let the Executive Director finish, first, please.

EXECUTIVE DIRECTOR DOUGLAS: So, the way that I understand it, and I have been around pile drivers, so I know that there is that second at which you have that loud impact noise, and the only way, it seems to me, that you can address that is say, "Okay, if that noise exceeds a certain threshold, that means you have to stop and take care of continuing that noise, to keep it down."

And, I have no idea of how that technically would affect the ability to do pile driving at all. So, maybe we should hear from the Harbor District, what they think about that, I mean, if they are okay with that, then that is not a problem for us.

VICE CHAIR NEELY: Okay, let's call up the Harbor

1 District rep to respond to that quickly, and then we will go
2 to Commissioner Burke.
3 **MS. KRIEGER:** Yes, Lyn Krieger, again for the
4 Harbor Department.
5 This is a fairly complicated issue. I wish I
6 could respond better on the spot. We have to work with our
7 sound engineers, even to come up with a definition last time.
8 Part of the problem with single impact is that there are
9 often many things going on at a time, and it is hard to
10 isolate what is from the pile driving, what is from the wind,
11 what is from tractor, so we would have to work with the sound
12 engineer to figure it out.
13 If you wanted a high point, a maximum high point
14 inside of that 5-minute window, an impact, I don't know what
15 that number would be. I mean, we would need to consult with
16 the engineer and come back. I am just not --
17 **EXECUTIVE DIRECTOR DOUGLAS:** It would be 65.
18 **COMMISSIONER WAN:** Sixty-five.
19 **EXECUTIVE DIRECTOR DOUGLAS:** It would be 65, so --
20 **COMMISSIONER BURKE:** How do we arrive at 65?
21 **EXECUTIVE DIRECTOR DOUGLAS:** It was better than
22 55.
23 **COMMISSIONER BURKE:** Somebody just --
24 [General Discussion]
25 **COMMISSIONER BURKE:** Oh, Mike talked to a bird and

he told him 65.

VICE CHAIR NEELY: Yes, actually --

COMMISSIONER BURKE: Here was my point, and if you are not through, I'll shut up.

VICE CHAIR NEELY: Could we wait until we finish this issue, and then you are going to be next to be called on.

MS. KRIEGER: I was just going to say that, you know, in the harbor we have on the west side -- and the slide isn't up there anymore -- but the non-nesting area has traditionally been non-nesting that was next to the driving of sheet piles for the rebuilding of our rock revetment wall.

And, last year a black crown night heron nested there about 10 feet from where those drivers took place. We had 3 biologist reports stating that this wasn't an issue, so I guess I am not certain why this would be making an issue now, and I am a little uncomfortable.

EXECUTIVE DIRECTOR DOUGLAS: Well, the answer to your question -- I didn't mean to be factious -- Commissioner Reilly indicated at the time that 65 decibels was a standard used in ordinances that Sonoma County applies, in certain circumstances, and the Commission felt that that would be adequate here, so that is where that came from.

COMMISSIONER BURKE: I remember we talked about what noise bothers you when you are having sex --

[General Discussion]

COMMISSIONER WAN: Oh, by the way papers indicate that if you want to bring that issue up here, that for birds -- well, actually 40 decibels can interfere with their ability to communicate, and court -- I'll use that word.

COMMISSIONER BURKE: Okay.

VICE CHAIR NEELY: Commissioner --

COMMISSIONER BURKE: That is the real issue. The issue is not how loud the pile driver is, because if it is not bothering the birds, why do you care how loud it is?

The question is at what level does it bother the birds in their nesting and mating habits? So, if you are going to revisit this issue, I think you are going to have to go to some authority in ornithology that has some method by which you can tell at what point -- and I don't know if you ever find anybody who can tell you, that is credible, because I am sure birds are like people, some may endure a higher level of noise during courting than others, so you know.

VICE CHAIR NEELY: All right, let's get back to the issue on the table, thank you. We have a proposed amending motion by Commissioner Wan.

COMMISSIONER WAN: I am so confused, I don't know if I --

VICE CHAIR NEELY: We don't have a "second" yet.

COMMISSIONER WAN: -- can -- is there a "second"?

VICE CHAIR NEELY: Let's see if we can get some clarification from staff, and then see.

COMMISSIONER REILLY: Madam Chair, is the motion simply to say construction activities cannot exceed 65?

VICE CHAIR NEELY: Yes.

COMMISSIONER REILLY: As measured at the nests?

VICE CHAIR NEELY: And, can that be incorporated?

EXECUTIVE DIRECTOR DOUGLAS: Madam Chair, it would have to specify within at what period of time.

VICE CHAIR NEELY: Why?

COMMISSIONER REILLY: No, if it can't exceed them it can't exceed them.

COMMISSIONER WAN: Right.

COMMISSIONER REILLY: Any time.

COMMISSIONER WAN: Right, that is the intent of my motion.

COMMISSIONER BURKE: And, the next thing is, if it exceeds it what happens?

COMMISSIONER WAN: They have to reduce it, and they reduce it by, for example, by putting sound curtains around it.

VICE CHAIR NEELY: Commissioner Blank.

COMMISSIONER BLANK: I was just listening to Commissioner Burke, and I just want to remind him and Commissioner Wan that Audubon, which is a national birding

1 organization, a science-based organization, does have a chief
2 scientist, does have a chief scientist in the State of
3 California, who have offered their experience and expertise
4 to the Commission, and to the Commission staff, and be happy
5 to see if there is any real science on bird disturbance and
6 noise.
7 And, I would like to, maybe, perhaps, proposed
8 them as an independent organization to work with the staff
9 and the applicant.
10 **EXECUTIVE DIRECTOR DOUGLAS:** That is fine, we are
11 open to that, but in terms of dealing with this today, my
12 suggestion is that you stick with the 65 for today, and that
13 no sound emanating from the construction can exceed 65
14 decibels, and if it does, then they have to attenuate that,
15 but that is directly construction related.
16 **VICE CHAIR NEELY:** And, that is in your recommend-
17 ations now? you have modified your staff recommendation to
18 include that?
19 **EXECUTIVE DIRECTOR DOUGLAS:** Yes.
20 **VICE CHAIR NEELY:** All right, so we don't need an
21 amending motion.
22 No, I think we are good, right?
23 **EXECUTIVE DIRECTOR DOUGLAS:** Yes.
24 **VICE CHAIR NEELY:** And, then, Commissioner Secord.
25 **COMMISSIONER SECORD:** I just wanted to ask Lyn

Krieger if the tents around the construction equipment helps very much?

MS. KRIEGER: Lyn Krieger, again, from the Harbor Department.

According to the noise engineer, who we worked with, the sound curtain that was fabricated had an impact of about 20 decibels on the sound level. We didn't take it any further than that, because it wasn't required by the Commission.

I am not sure, unfortunately, if we are going to be able to live with the condition as you are laying it out now. We are going to have to go back and talk to our technicians.

COMMISSIONER SECORD: But, the sound that we are talking about now is measured in the trees.

MS. KRIEGER: At the point of the trees.

COMMISSIONER SECORD: At the point of the trees, okay.

VICE CHAIR NEELY: Okay, we have a motion and a second, and the makers are recommending an "Yes" vote, and we have the need for a roll call vote, so Ms. Clerk would you please call the roll.

SECRETARY MILLER: Commissioner Achadjian?

COMMISSIONER ACHADJIAN: Yes.

SECRETARY MILLER: Commissioner Blank?

COMMISSIONER BLANK: Yes.

SECRETARY MILLER: Commissioner Burke?

COMMISSIONER BURKE: No.

SECRETARY MILLER: Commissioner Lowenthal?

COMMISSIONER LOWENTHAL: Yes.

SECRETARY MILLER: Commissioner Secord?

COMMISSIONER SECORD: Yes.

SECRETARY MILLER: Commissioner Liberman?

COMMISSIONER LIBERMAN: Yes.

SECRETARY MILLER: Commissioner Reilly?

COMMISSIONER REILLY: Yes.

SECRETARY MILLER: Commissioner Shallenberger?

COMMISSIONER SHALLENBERGER: Yes.

SECRETARY MILLER: Commissioner Wan?

COMMISSIONER WAN: No.

SECRETARY MILLER: Vice Chair Neely?

VICE CHAIR NEELY: Yes.

SECRETARY MILLER: Eight, two.

VICE CHAIR NEELY: Okay, the motion passes 8 - 2, and the Commission hereby certifies the Channel Island Harbor Public Works Plan Amendment 1-07, as modified, and adopts the findings in the staff report.

We are going to take a quick break --

EXECUTIVE DIRECTOR DOUGLAS: And, as modified today.

1 **VICE CHAIR NEELY:** Today.

2 **EXECUTIVE DIRECTOR DOUGLAS:** And, as modified by

3 the incorporations from the Harbor District.

4 **VICE CHAIR NEELY:** Very good, thank you, and we

5 will take a break now for 10-minutes and will reconvene,

6 hopefully, at 5 minutes to 11:00, thank you.

7

8 *

9 *

10 [Whereupon the hearing concluded at 10:45 a.m.]

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Exhibit 8

Correspondence Received from Interested Parties Regarding Revised Findings (20 pages)

Amber Tysor

From: Dr. Jonathan Ziv [jzivdds@pacbell.net]
Sent: Thursday, April 03, 2008 4:25 PM
To: Amber Tysor
Cc: John Ainsworth; Peter Douglas; Gary Timm
Subject: FW: Fairwinds Yacht Club/Seabridge Agreement

Dear Amber,

Thank you for your attention and consideration of my comments today over the phone. I have attached the .PDF file of the 2004 MOU between Fairwind Yacht Club and D.R. Horton that came about through Director Douglas' involvement in the Seabridge CDP. DR Horton has provided over $100, 000 in capital, boats, slips and docks for 50 years to allow Fairwind to run a BISC program in Channel Islands Harbor.

As I explained, Fairwind and the Oxnard Boys and Girls Club now have an MOU to provide Ventura County youth of limited means an ocean sailing instruction experience similar to the program that Fairwind has done with the Venice Boys and Girls Club in Marina Del Rey. The program is free to very low cost.

FYI, while, because of its structure, the Pacific Corinthian Youth Sailing Foundation derives much of its revenue from instruction fees, it consequently charges about three times what municipal community sailing programs such as the Leo Robbins Sailing Center in Ventura Harbor or the Orange County/Dana Point Youth and Group center charge their students. At about $354 per session PCYF's programs are beyond the reach of most Oxnard youth. The Leo Robbins Sailing Center, which has an outreach low cost program for Ventura youth also, has an arrangement with Oxnard Boys and Girls Club to provide ocean kayaking instruction to the low income Oxnard youth.

I believe that both the Fairwind/Oxnard Boys and Girls Club program and the Leo Robbins Sailing program are the only low cost community sailing programs serving Ventura County and fit the model of what Commissioner Lowenthal was looking for when she spoke in February and wanted the Commission staff to ensure in some manner that the in lieu fees went to the right programs and that CCC approve in advance of distribution of the funds, rather than the previous arrangement where you learn of the distribution after the fact. Since these programs do not charge much, the in lieu fees would not necessarily be needed to pay for scholarships to offset the otherwise high fees of , say, a yacht-club based program like PCYF, but instead might be available as grants to help underwrite the low cost programs, for instance. These programs depend not on fees, but limited grants from Dept. of Boating and Waterways and private donations.

I have compiled the two clips of the February 8th CCC meeting that dealt with this subject into one video available to the public on YouTube. Here is the link for your reference. It is very easy to scroll, pause, fast forward through it:

http://www.youtube.com/watch?v=T-p03YxYheU

I hope that CCC might reexamine the mods in the revised PWPA Waterside and have a more stipulated Executive Director program for the in lieu fees that would insure that community sailing programs receive a substantial portion of the annual fees.

Thank you.

Best regards,

Jonathan Ziv

- Member, Board of Directors, Channel Islands Beach Community Services District

- Member, Executive Committee, Los Padres Chapter, Sierra Club (serving Ventura and Santa Barbara Counties)
- President, Habitat for Hollywood Beach

3365 Ocean Drive, Channel Islands Beach, CA 93035 805-421-3988

Th 20a

STATE OF CALIFORNIA – THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

CALIFORNIA COASTAL COMMISSION
SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 585-1800

SECOND ADDENDUM

DATE: May 11, 2004

TO: Commissioners and Interested Parties

FROM: South Central Coast District Staff

SUBJECT: Agenda Item 20a, Thursday, May 13, 2004, Amendment No. A-4-03-014-A2 (Seabridge, Oxnard)

The purpose of this addendum is to attach the final contract between the applicant and Fairwind Yacht Club for the establishment of an equal opportunity community sailing club within the Seabridge development and marina.

Note: Final sailing club contract attached.

AGREEMENT FOR ESTABLISHMENT OF COMMUNITY SAILING CLUB AT SEABRIDGE

This Agreement ("Agreement"), dated May 11, 2004, is entered into between D.R. Horton Los Angeles Holding Company, Inc., a California corporation ("DRH") and Fairwind Yacht Club, a California corporation ("FYC"), and is based upon the following facts:

RECITALS

A. DRH is the successor as the "Developer" of the Seabridge Project as approved by coastal development permit Appeal No. A-4-OXN-03-14 of the California Coastal Commission.

B. As approved, the Seabridge Project includes two swimming beaches to be located in the portion of the Seabridge Project Waterways identified as the "Recreational Bay."

C. DRH has applied to the California Coastal Commission for an amendment to the Seabridge Project coastal development permit, to delete the swimming beaches as a public amenity of the Seabridge Project.

D. As a substitute public amenity, DRH intends to establish a community sailing club with facilities in the Recreational Bay and at the public marina to be constructed and operated as a part of the Seabridge Project, to be open to the public on a non-profit basis.

E. FYC is a community sailing club, organized as a California non-profit corporation formed to promote the sport of recreational sailboating; to provide suitable boats therefore; to provide instruction in the art of sailing to its members; to foster sailboating safety; to sponsor sailboating related social and cruise activity for its members and guests; and to achieve the foregoing at the lowest reasonable cost consistent with FYC's non-profit status.

F. FYC desires to extend its community sailing club programs for the benefit of the Ventura County area within the Seabridge Project and the Channel Islands Harbor.

G. The parties make this Agreement for the purposes of stating the terms and conditions upon which DRH will make facilities and funding available to FYC and FYC will extend its community sailing club program to the Seabridge Project, with membership open to the public, subject to capacity limitations, and the right to make and enforce reasonable rules and to expel or otherwise discipline violators.

AGREEMENT

1. The term of this Agreement shall begin on the date that this Agreement has been executed by both parties, and shall end on the date of expiration of the license for the construction and operation of a public marina on a portion of the Seabridge Project Waterways, to be granted by the City of Oxnard to the Developer under Section 6(q) of the Development Agreement, dated February 4, 2003, for the Seabridge Project. The obligations of DRH and FYC under this Agreement are conditioned upon the approval by the California Coastal Commission of an amended coastal development permit for the Seabridge Project, deleting the swimming beaches as a part of the Seabridge Project and substituting the establishment of a community sailing club as a public amenity of the Seabridge Project (the "Coastal Development Permit").

2. If the Coastal Development Permit is approved, DRH shall have the following obligations with respect to FYC:

a. Concurrently with the construction and development of the Recreational Bay, DRH shall provide to FYC, and thereafter maintain, for the use of FYC a floating dock facility, to be located adjacent to a public "hand-launch" ramp, on the east side of the Recreational Bay, to be approximately 15 feet wide and 80 feet long and served by a standard gangway, and to be used for the launch and retrieval of a fleet of small (under 18 feet in length) training boats, approximately as shown on the drawing attached as Exhibit "A" to this Agreement. The dock facility shall include storage boxes and similar facilities common to other boat slips within the Recreational Bay.

b. Concurrent with the construction and development of the public marina to be located in the Seabridge Project Waterways, and subject to Section 3 of this Agreement, DRH shall provide FYC, and thereafter maintain at no cost to FYC, the right to use six contiguous slips consisting of at least three 35 foot slips, two 30 foot slips, and one 35 foot long end tie. FYC will enjoy the same rights, privileges and facilities with respect to its slips, as are enjoyed by the lessees of other slips within the public marina, including access to parking, restrooms, parks, and other amenities to general public and Seabridge Project facilities that is afforded to other slip lessees under the standard slip lease agreement for the public marina. FYC agrees, at all times, to use at least two of the slips within the Seabridge Project Public Marina for FYC Community Sailing Club activities. FYC may, from time to time, sublease its other four slips within the Seabridge Project Public Marina to third parties in exchange for slips in other marinas in the Channel Islands Harbor for FYC activities; provided that FYC shall first obtain the written consent of DRH to each sublease, which DRH shall not unreasonably withhold or delay.

c. Beginning thirty (30) days after the Coastal Development Permit is received by DRH, and continuing until the slips to be provided to FYC

within the Seabridge Project public marina are available to FYC, DRH will reimburse FYC for the lease costs of two slips capable of servicing 35 foot vessels in a public marina in the Channel Islands Harbor. FYC will use the slips to begin the formation and operation of its community sailing club in Channel Harbors at as early a date as is feasible.

d. Within thirty (30) days after the Coastal Development Permit is received by DRH, DRH will pay to FYC a one time capital donation of $4,000 for the creation of a brochure to encourage membership in FYC's Community Sailing Club to be located in the Seabridge Project Public Marina. Seabridge shall also pay to FYC a one time capital contribution of $75,000 for the purchase of boats for the community sailing club and an additional $5,000 to cover legal expenses with respect to the extension of the community sailing club to Seabridge and the Channel Islands Harbor.

e. Beginning when the Coastal Development Permit is received by DRH, and continuing for a period of three years after FYC occupies its slips at the public marina located in the Seabridge Project Waterways (provided that FYC must occupy the slips in a timely manner once DRH tenders occupancy), DRH will match, dollar for dollar, funds raised by FYC to support its community sailing club activities at the Channel Islands Harbor, up to a total maximum contribution by DRH of $125,000. Until FYC occupies its slips, the matching funds from DRH shall not exceed $25,000. After FYC occupies its slips, the matching funds from DRH shall be limited to $33,334 per each consecutive twelve-month period. If the full amount of matching funds available before FYC occupies its slips, or for any of the 3 successive twelve-month periods, thereafter, are not earned, the excess shall be available in subsequent twelve-month periods, until the expiration of the three year period. DRH will make its payments quarterly, in arrears, with respect to all funds, raised for the benefit of the Seabridge location, and actually received by FYC during the preceding quarter.

3. If the Coastal Development Permit is approved, FYC shall have the following obligations with respect to the extension of its community sailing club:

a. Within 180 days after the Coastal Development Permit is received by DRH, FYC shall extend its community sailing club and begin operations within the Channel Islands Harbor, by leasing and using two leased slips, subject to reimbursement by DRH as provided in Section 2.c. of the Agreement. Within 180 days after FYC occupies its slips in the Seabridge Project Waterways, FYC shall coordinate with local organizations such as the Boys and Girls Club of Port Hueneme and Oxnard to extend its activities and provide sailing opportunities to local youth.

b. As a condition to the use of the slips to be provided by DRH under Section 2.b. of this Agreement, FYC will pay to DRH or its successor as the

operator of the public marina the prorata share of City, County and marina maintenance fees which shall not exceed 25% of the net market slip lease rate during the life of the public marina operator's lease of the marina waterway from the City of Oxnard. FYC shall make these payments periodically, within 30 days of receipt of a statement from DRH or its successor of the amount due, and showing the prorata share calculation. The manner of calculating FYC's prorata share of maintenance fees, is shown on Exhibit "B", attached to this Agreement.

c. Within 180 days after FYC begins operating its facilities at the Recreation Bay or the Seabridge Project public marina, FYC shall provide open sailing days for at least ten days each calendar year, to allow members of the public to enjoy sailing on the Seabridge Project Waterways, as well as other waterways.

d. In the operation of its activities, FYC shall provide qualified instructors and make them available to the members of the community sailing club with the objective of expanding the local community's access to sailing and the experience of the waterway resource.

e. At all times FYC shall adhere to all applicable government regulations relating to its facilities at the Seabridge Project Public Marina, the Recreation Bay, and Channel Islands Harbor. Without limiting the generality of the foregoing, FYC agrees to adhere to all Best Management Practices, zoning laws, and other governmental rules and regulations regarding the use of its facilities.

f. At all times FYC shall continue to operate its community sailing club at the lowest reasonable cost, consistent with FYC's non-profit status. FYC's current membership fees are stated in Exhibit "C", attached to this Agreement, for illustrative purposes, only.

4. The parties agree to cooperate in efforts to assure that the Coastal Development Permit is finally approved by the California Coastal Commission. To that end, FYC agrees to provide a representative to testify in support of the Coastal Development Permit at the California Coastal Commission hearing scheduled to be held in May, 2004. DRH agrees to reimburse FYC for expenses incurred by FYC representatives in attending the California Coastal Commission hearing if the hearing is held outside of the Los Angeles area.

5. When DRH causes a declaration of covenants and conditions to be recorded in the official records of the Recorder of Ventura County associated with the Seabridge Project, the declaration will specifically provide that no provision of the declaration or any subsequently recorded declaration, deed restriction or other document shall be interpreted to unreasonably restrict or prohibit use as a yacht club offering community sailing club activities on a non-profit basis pursuant to this Agreement.

6. FYC agrees that in the use of its facilities and the operation of its programs there will be no discrimination against or segregation of any person or group of persons on account of age, ancestry, color, religion, sex or sexual preference. The provision shall be binding upon FYC and all successors and assigns of FYC with respect to the facilities to be devoted community sailing club activities, or the operation of a community sailing club.

7. Except as to the sole negligence or willful misconduct of the other party, each party shall indemnify, defend, release, and hold the other party and its shareholders, directors, officers, employees, agents, contractors, and members (collectively the "Indemnified Parties") harmless from and against all actions, liability, loss, damage, judgments, order or lien, including cost and reasonable attorneys' fees and expert witness fees, which arise out of or are in any way related to the indemnifying party's use, occupancy, possession, or operation of its community sailing club activities, or any act or omission of the indemnifying party or its shareholders, directors, officers, employees, agents, contractors, or members. The obligations of the parties under this section shall survive as long as FYC continues to use, occupy, possess or operate the facility referred to in this Agreement, or continues to operate its community sailing club in the Seabridge Project Waterways or the Channel Islands Harbor.

8. FYC shall obtain and keep in force a Commercial General Liability policy of insurance protecting FYC as insured and naming DRH as an additional insured against claims and liability for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the community sailing club or the facilities provided by DRH, or arising from any act or omission of FYC, its officers, shareholders, directors, employees, agents, contractors, or members, and/or any occurrence on the facilities. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000, naming DRH as an additional insured. All insurance carried by FYC shall be primary to and not contributory with any similar insurance carried by DRH, whose insurance shall be considered excess insurance only. Insurance required herein shall be by companies duly licensed or admitted to transact business in the State of California, and maintaining during the policy term a "General Policyholders Rating" of at least A-, X, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be reasonably required by a Lender. FYC shall, prior to opening for business on the facilities, deliver to DRH certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to DRH. FYC shall, at least thirty (30) days prior to the expiration of such policies, furnish DRH with evidence of renewals or "insurance binders" evidencing renewal thereof. Such policies shall be for a term of at least one year.

9. Neither party to this Agreement shall assign all or any portion of its rights, title or interest in and to this Agreement without the prior written consent of the other party. DRH shall not unreasonably withhold its consent to the assignment of FYC' rights, title and interest in and to all or any portion of this Agreement, if the assignment is to a non-profit California corporation willing, and able to operate a community sailing club and otherwise perform the obligations of FYC under this Agreement, and the proposed assignee assumes, in writing, all of FYC' obligations under this Agreement. FYC shall not unreasonably withhold its consent to the assignment of DRH's rights, title and obligations in and to all or any portion of this Agreement, if the assignment is in conjunction with a transfer of all or any portion of the Seabridge Project, the transferee is willing and able to perform DRH's obligations under this Agreement, and the proposed assignee assumes, in writing, all of DRH's obligations under this Agreement.

10. Either party's failure or unreasonable delay to perform any term or provision of this Agreement shall constitute a default under this Agreement. In the event of a default, the injured party shall give a written "Notice of Default" to the defaulting party, specifying the default. Delay in giving the Notice of Default does not constitute a waiver of the default. If the defaulting party fails to cure the default within thirty (30) days after receipt of the Notice of Default, or if the default is of a nature that cannot be cured within thirty (30) days, then if the defaulting party fails commence the cure within the thirty (30) day period or, thereafter, fails to diligently prosecute the cure to completion, such default will constitute an "Event of Default."

a. If there is an event of default by DRH, then FYC' remedy is limited to the specific enforcement of this Agreement against DRH.

b. If there is a material event of default by FYC, then DRH's remedy against FYC with respect to specific damage resulting from such material event of default is limited to recovery of all money or other things of value conveyed to FYC by DRH, or if money paid by DRH to FYC has been spent to acquire property, such as boats, equipment, or other goods, then recovery of the property acquired with the money.

c. **ANY DISPUTE OR CONTROVERSY ARISING IN ANY WAY OUT OF THIS AGREEMENT SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF JAMS/ENDISPUTE ("JAMS"). ARBITRATION CONDUCTED PURSUANT TO THIS PARAGRAPH SHALL BE CONDUCTED BY JAMS AT A LOCATION WITHIN THE COUNTY OF VENTURA. THE RULES OF DISCOVERY AND MANNER OF TAKING DEPOSITIONS AS DEFINED IN SECTION 1283.05 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE SHALL BE USED IN SUCH ARBITRATION. SUCH ARBITRATION SHALL BE CONDUCTED BY ONE RETIRED JUDGE SELECTED IN**

ACCORDANCE WITH JAMS' RULES. ALL DECISIONS OF THE ARBITRATOR SHALL BE CONCLUSIVELY PRESUMED TO BE FINAL AND NOT SUBJECT TO APPEAL OR OTHER CONTEST; PROVIDED THAT REMEDIES FOR AN EVENT OF DEFAULT SHALL BE LIMITED TO THOSE SPECIFIED IN THIS AGREEMENT. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSE OF ARBITRATION AND THE PARTIES SHALL SHARE, EQUALLY, THE ARBITRATION FEE TO BE PAID UNDER THE JAMS' RULES. BY SEPARATELY INITIALING THIS PROVISION, THE PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF THIS ARBITRATION CLAUSE AND ACKNOWLEDGE THEIR INTENT TO WAIVE ALL RIGHT TO TRIAL BY JURY OR COURT PROCEEDINGS, OTHER THAN COURT PROCEEDINGS TO ENFORCE THIS ARBITRATION CLAUSE OR TO ENFORCE THE DECISION OF THE ARBITRATOR.

DRH FYC

11. The parties agree that this Agreement shall be interpreted under the laws of the State of California and that the applicable law for any question or controversy arising out of or any way related to this Agreement shall be the law of the State of California.

12. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all negotiations or prior agreement whether oral or written between the parties with respect to all or any part of the subject matter of this Agreement.

13. This Agreement was drafted and entered into by each party after careful review and upon the advice of legal counsel and will not be construed more strongly for or against either party.

14. Subject to the restrictions on assignment stated in Section 9, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15. Any amendment to this Agreement must be in writing and signed by both parties.

16. All notices required or permitted to be given under this Agreement between the parties shall be in writing and shall be served by personal delivery, dispatched in the United States mail, postage prepaid, addressed to the address of the party for notice as provided in this section, by facsimile transmission to the facsimile number listed for each party in this section, provided that facsimile notices followed by service by one of the other methods specified in this section

within 24 hours after facsimile transmission. Any such notice shall be deemed to have been received (i) upon personal delivery to a party, (ii) upon the expiration of three business days after mailing, if given by mail, or (iii) upon the expiration of one business day after transmission, if given by facsimile transmission. Notice shall be given to the parties as follows:

To DRH:

D. R. Horton
Seabridge Division
600 South Victoria Ave., Ste. A200
Oxnard, CA 93035
Facsimile No.: 805-382-9245

To FYC:

Fairwind Yacht Club
4230 Del Rey Avenue #621
Marina Del Rey, CA 90292
Facsimile No.: 310-822-9144

DL

Either party may change its address for notice by written notice to the other party.

17. The individuals executing this Agreement on behalf of the parties represent or warrant that they have legal power, right and actual authority to bind the parties to the terms and conditions of this agreement and all other instruments executed in furtherance of this Agreement

18. This Agreement and any amendments hereto may executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

EXECUTED as of the date first stated.

Fairwind Yacht Club, Inc.
a California corporation,

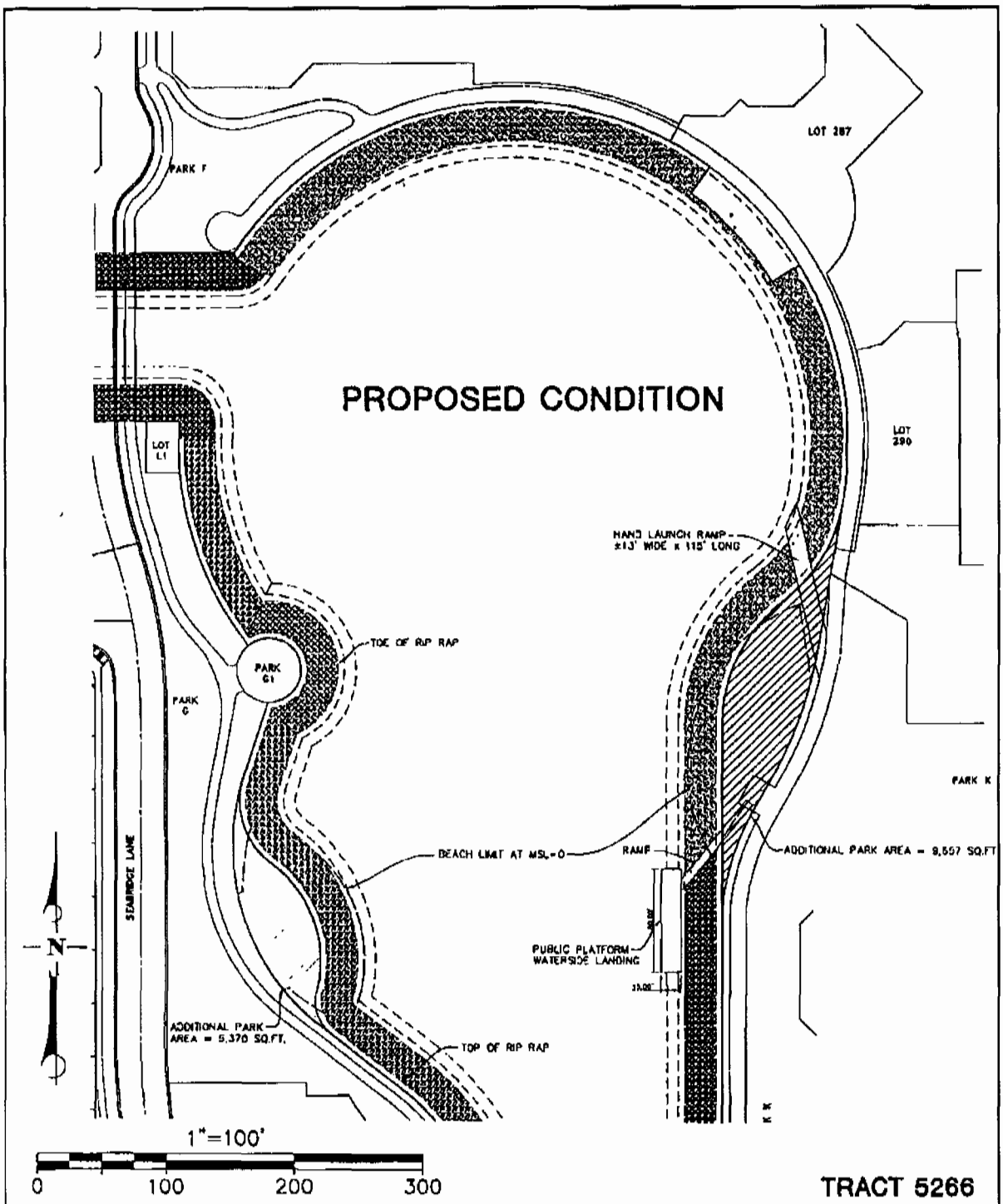
By: _____
DAVID LOMBARDI, Its FLEET CAPTAIN

D.R. Horton Los Angeles Holding Co., Inc.,
a, California corporation

By: _____
NICHOLAS A. APPLEGATE, Its VICE PRESIDENT
D.R. HORTON, SEABRIDGE DIVISION

{1560\0001\AGT\10183353.DOC}

EXHIBIT "A"



TRACT 5266
SEABRIDGE AT CHANNEL ISLANDS HARBOR
CHANNEL PARK EXHIBIT

Penfield & Smith
ENGINEERS • SURVEYORS

15080.53 Beach-Exhibit01 1"=100'

EXHIBIT "B"

FYC'S REIMBURSEMENT OF FEES PAID TO CITY AND COUNTY FOR USE OF HARBOR WATERWAYS

FYC's pro rata share of County of Ventura and City of Oxnard fees for waterway use is calculated based on the following calculation:

(Number of FYC boat slips) divided by (Number of Seabridge boat slips).

6 FYC slips / 503 Seabridge slips = 1.2%

Total Fees:

No.	Description	Annual Fee (Estimated)
1.	City of Oxnard waterway maintenance fee (Approximate, TBD upon final formation of CFD)	$310,000
2.	County of Ventura fee for waterway patrol and equipment (Approximate, TBD upon final formation of CFD)	$410,000
3.	County annual waterway use fee	$100,000
	TOTAL	$820,000
	FYC's pro rata share based on 1.2% of total	~~$9,840~~
	FYC's cost cap based on 25% of market rent (using $9/ft/slip x 200 slip*ft x 25%= $21,600/year x 25%	**$5,400**

So FYC obligation in this example is $5,400.

The amount of fees and number of slips in this Exhibit are examples used for illustrative purposes only. Actual calculations will use actual amount of fees and number of slips at the time of each calculation.

EXHIBIT "C"

FAIRWIND YACHT CLUB MEMBERSHIP FEES

Fairwind Yacht Club
does not charge for boat usage since the membership cooperatively owns eight boats.

Quarterly dues are dependent on the boat level:

BOAT LEVEL	QUARTERLY DUES
Not checked out	$55
Small Boats	$85
Medium Boats	$165
Large Boats	$220

There is $100 initiation fee and a refundable bond starting at $150. Rates are subject to change without notice,

Charles
655-5811

Amanda
778-1624

{15600\001\AGT\10183791.DOC}

Amber Tysor

From: Dr. Jonathan Ziv [jzivdds@pacbell.net]
Sent: Sunday, April 20, 2008 4:22 PM
To: Amber Tysor; John Ainsworth; Peter Douglas; suja_lowenthal@longbeach.gov; wburke@coastal.ca.gov
Subject: Low Cost Boating Scholarships

Dear Commissioners and Staff:

Attached at the end of this email are email statements from Ventura County Harbor staff and staff of the Boys and Girls Club regarding my Public Records Act request for information about low cost boating scholarships in Channel Islands Harbor.

Mr. Blaylock is CPO of the Boys and Girls Club of Oxnard and Port Hueneme.

Re: the discussion in February between Commission staff and Commissioners Burke and Lowenthal, it appears that in lieu fees to mitigate loss of affordable boating access in Channel Islands Harbor have not yet been used for low cost sailing instruction. Ventura County Supervisors have authorized their Harbor Director to offer scholarships for the County-owned and operated Junior Life Guard Program which she has assigned a monetary value of up to $6600 annually this year. This is a worthwhile program: my children both participated in the Junior Lifeguard program and my son was employed by the Harbor Department as a lifeguard two years ago. However, the Junior Lifeguard Program is not a boating or sailing program.

Mr. Blaylock indicates that there have been only two individual scholarships offered annually to his Boys and Girls Club for sailing instruction at Pacific Corinthian Youth Sailing Foundation. Those programs are usually about $350 per child, so about $700 annually has been donated for sailing instruction the last two years. It is not clear who donated the scholarships.

As I stated in the Public Records Act request, Vintage Marina Partners, the operator of the Channel Islands Harbor Marina, is to donate approximately $7500.00 annually to low-cost boating programs as a result of the Notice of Impending Development conditions that Commissioner Burke helped craft. If the Commission wishes to agree with the Harbor Director that, despite the fact that low cost slips were eliminated immediately upon the start of construction, that the applicant need not pay the in lieu fees until after all reconstruction is completed, that, I guess, is the staff's perogative.

I hope, though, that the Commission directive in February to now have CCC staff approve, in advance, where in lieu low cost boating fees are to be applied is adequately carried out. Substantial fees approved as part of the Public Works Amendment, Waterside will be ultimately raised, in addition to the Channel Islands Harbor Marina fees. It is apparent from these emails that specificity as to who, when, and for what these fees will be used is needed.

While it could take years for a Boating Instruction and Safety Center to be built to accommodate the kind of room necessary for Pacific Corinthian Youth Sailing Foundation to accommodate the scores of kids receiving scholarships, the Boys and Girls Club of Oxnard and Port Hueneme in an MOU with Fairwinds Yacht Club will very soon be launching their own sailing instruction program in Channel Islands Harbor. That MOU was made possible, you may recall, as a result of a 2004 MOU between Fairwind Yacht Club and the Seabridge Developer, D.R. Horton arranged through CCC staff as a condition of Seabridge's CDP. The program's capital acquistions, slip space and storage facilities as well as other overhead is funded by D.R. Horton up to almost $200,000 and for a period of fifty years.

I hope that CCC staff, as part of the revised findings for the PWPA Waterside, ensure that community sailing programs such as the Boys and Girls Club program receive scholarships directly and not just through the Pacific Corinthian Youth Sailing Foundation program. That group's advocates, for years, have testified before the Commission indicating that their present facilities at the Pacific Corinthian Yacht Club are not adequate to support an expanded program. That was a main reason for their asking CCC to approve the proposed Boating Instruction and Safety Center at the turning basin in Channel Islands Harbor-a

lack of space at their present location. The Boys and Girls Club program has adequate space already and does not need to utilize PCYF as they also have their own instructors through the Fairwind Yacht Club MOU.

Another on-going program that has provided low cost boating instruction to Oxnard and other Ventura County youth is the Leo Robbins Sailing Center in Ventura Harbor. This program also should annually receive scholarships through the in lieu fees required as part of the PWPWA Waterside and not indirectly through PCYF.

Thank you for your consideration of this information.

Jon Ziv

-----Original Message-----
From: Tim Blaylock [mailto:tblaylock@bgcop.org]
Sent: Sunday, April 20, 2008 3:12 PM
To: jzivdds@pacbell.net
Subject: RE: Public Records Request

I checked in with my staff, I guess we did receive 18 scholarships in 2006 and 20 in 2007 for the Jr. Life Guard program. 2 scholarships for sailing
in 2006 and 2 in 2007.

-----Original Message-----
From: Tim Blaylock [mailto:tblaylock@bgcop.org]
Sent: Sunday, April 20, 2008 1:44 PM
To: jzivdds@pacbell.net
Subject: RE: Public Records Request

We were never notified until we saw the article that we were going to receive the 20 Jr. Life guard training scholarships. And in the past we have only received two sailing scholarship that we used through the PCYC program. We have received the Jr. Life Guard Scholarship (20) one other time. Last summer or the summer before. I hope this is what you are asking. Respectfully, Tim

-----Original Message-----
From: Dr. Jonathan Ziv [mailto:jzivdds@pacbell.net]
Sent: Sunday, April 20, 2008 11:02 AM
To: tblaylock@bgcop.org
Subject: FW: Public Records Request

Tim,

Do these scholarship figures check out?

Since Lyn sent me her answer to my public records request a news article about the scholarships appeared last week in the Star. It seems that Lyn is mixing apples and oranges in her answer to me. The cash scholarships in lieu of affordable boating slips eliminated in CI Harbor were to be for boating programs for low income youth. The Star article indicated that the Harbor Enterprise Fund scholarships that Lyn cites in her answer to me are for the Junior Lifeguard program run by the Harbor Dept. So, these scholarships that Lyn is describing are not cash outlays and they're not for sailing.

The goal I am seeking is to have the Coastal Commission specify where the upcoming in lieu fees from the marinas will be spent, so that sailing programs will get some or all of the scholarships. Hopefully, if permits are obtained, the BGCOP program will be a recipient.

Jon

-----Original Message-----
From: Lyn Krieger [mailto:Lyn.Krieger@ventura.org]

Sent: Monday, April 07, 2008 2:27 PM
To: jzivdds@pacbell.net
Subject: Public Records Request

April 7, 2008

Dear Dr. Ziv:

I am writing in response to your public records request dated after hours March 24, 2008, regarding youth scholarships provided to nonprofit entities for Harbor programs.

While there are no records responsive to your request, as a courtesy I am providing you with the following information.

As you outline in your e-mail, there were several conditions and modifications to the Notice of Impending Development that allowed the replacement of Channel Islands Harbor Marina (CIHM). One of these conditions related to the provision of low-cost boating through a combination of funds for scholarships to, and vehicles and equipment for Harbor programs. These items were to be utilized to support program participation for economically disadvantaged young people. Since this was a condition related to marina reconstruction, it was our understanding that the marina's requirement to contribute was to begin after the reconstruction was completed. I have checked with California Coastal Commission staff, and their understanding is the same. Once CIHM completes construction, any week now, the Harbor will sign off the marina as complete and in conformance with the Notice of Impending Development, and notify the owners that their obligation for contributions begins.

In the meantime, the Harbor Department sought and received the consent of the Board of Supervisors to provide scholarships through the Harbor Enterprise Fund. Scholarships were offered in both 2006 and 2007. Up to now, the Boys and Girls Club of Greater Oxnard and Port Hueneme has identified scholarship recipients for us, 18 in 2006 and 20 in 2007. The Boys and Girls Club has notified us of their interest in participating again this year and, with the approval of the Board of Supervisors, we will again provide 20 full scholarships. Costs to date are $5,760 in 2006 and $6,430 in 2007. Anticipated costs this year total $6,800. Of course, this scholarship program is likely to double or more with the addition of funds from CIHM, and then grow still further as other marinas redevelop. I understand from both the Boys and Girls Club and Pacific Corinthian Youth Foundation that they have also received/provided youth sailing scholarships. However, that is independent of and supplemental to anything we are doing through the Harbor Foundation or Department.

I hope this answers your questions.

Sincerely,

Lyn Krieger
Director

March 24, 2008

Marilyn K. Miller, AICP

Director, Harbor Planning and Redevelopment,

Channel Islands Harbor, County of Ventura

3900 Pelican Way, L#5200

Oxnard, CA 93035-4367

Dear Marilyn,

Pursuant to the California Public Records Act, Government code Section 6250-6270, would you please send or email me an accounting of funds that as a condition of their Public Works Plan Amendment 1-05 and Notice of Impending Development 1-06, Vintage Marina Partners was to:

"annually contribute to the County, or a County approved non-profit

foundation, an amount equal to 75% of the annual rent chargeable for two 35 foot boat

slips, and said funds shall be used for scholarships for youths to participate in boating

programs, for purchase of sail training vessels, funding for transportation to bring youths

to the harbor and for other similar programs to enhance access for lower income

persons to the coast".

Please include in the accounting where, when, to whom, and for what the funds have been spent, and, if all the funds have not yet been expended, where the balance of the funds are being held.

Please email the information back to me as soon as possible within the time frame of the California PRA to:

jzivdds@pacbell.net

or mail to:

Jonathan Ziv

3365 Ocean Drive

Channel Islands Beach, CA 93035

My contact phone number is my cell: 818-421-3988

Thank you.

Sincerely,

Jonathan Ziv

Amber Tysor

From: Dr. Jonathan Ziv [jzivdds@pacbell.net]
Sent: Monday, April 21, 2008 6:35 AM
To: Amber Tysor; John Ainsworth; Peter Douglas; suja_lowenthal@longbeach.gov
Cc: 'Tim Blaylock'; neptunes22@verizon.net
Subject: In lieu low cost boating fees missapplication

This article appeared last week in the Ventura County Star newspaper. While a Junior Lifeguard program is a good thing to offer youngsters, it is not a sailing or boating program. It is also a County-run program with the free scholarships being funded through the Harbor Enterprise Fund which derives its funding through rents and percentage of gross sales from the public through the private harbor lessees and by the county sales of gasoline to boaters.

Apparently the Harbor Director is going to apply the in lieu boating fees collected from marina lessees as part of their NOID and PWP conditions to her Harbor Department budget to offset costs of operating the Junior Lifeguard program. It appears that this will not offer additional scholarships, but simply relieve the Harbor Department of having to underwrite the present program. And it will not result in additional scholarships being offered for boating and sailing, which was the intention of the in lieu fee mitigation for loss of low cost boating slips as a result of the marina reconstructions.

Please ensure that monies collected from the marinas go to providing low cost boating and sailing scholarships for low income kids and are not simply funneled into the Harbor Department budget.

Jon Ziv

County offering lifeguard scholarships for low-income families

From staff reports
Originally published 01:01 p.m., April 15, 2008
Updated 01:01 p.m., April 15, 2008

The County of Ventura will offer as many as 40 scholarships this summer to low-income families so that their children can train as junior lifeguards on Oxnard-area beaches.

The county Board of Supervisors voted unanimously on Tuesday to allocate $6,800 for 20 full scholarships or 40 half-tuition scholarships to be awarded by the Boys & Girls Clubs of Oxnard and Port Hueneme. Lifeguard training is offered by the Ventura County Harbor Department, and the department will pay for the scholarships out of its regular budget.

Lifeguard trainees are between 8 and 15 years of age. Their course consists of four weeks of instruction and a trip to Anacapa Island for hiking, kayaking and other activities.

The county has offered scholarships since 2006. Starting next year, Harbor Director Lyn Krieger

said, they will be funded by the owners of two harbor marinas that are currently under renovation: Channel Islands Harbor Marina and Channel Islands Landing.

"This is an exciting year for us, because it's the last year that the county will be the major donor to this program," Krieger said.