

NOTE: If you wish to address the MWD Board of Directors during discussion of an agenda item, or during the PUBLIC FORUM, please complete a Speaker Request card (blue in color) and give it to the Board Secretary. Unless a detailed presentation of an agenda item is required by the Board of Directors, it is requested that each speaker limit comments to FIVE MINUTES. All testimony given before the Board of Directors is tape recorded.

***A G E N D A***  
***BIG BEAR MUNICIPAL WATER DISTRICT***

**BOARD OF DIRECTORS**  
**Regular Meeting**  
**October 21, 2010**

**PLACE:** Big Bear Municipal Water District  
40524 Lakeview Drive, Big Bear Lake, CA 92315

Next Resolution Number: 2010- 07

**OPEN SESSION: 1:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DISCUSSION AND ACTION ON CLOSED SESSION ITEMS**
- 4. REPORTS**
  - A. General Manager
  - B. Lake Manager
  - C. Legal
  - D. Committee
  - E. Other
- 5. CONSENT CALENDAR**
  - A. Minutes of a Regular Meeting of October 7, 2010
  - B. Warrant List Dated October 18, 2010 for \$72,579.68
- 6. BUSINESS**
  - A. Consider claim by Big Bear Dock Systems in the amount of \$4,490 against the District
  - B. Consider award of contract for Big Bear Marina Remediation Trench Construction Project
  - C. Consider Approval of Consultant Agreement for Simon Wong Engineers to prepare Plans, Specifications, and Cost Estimate for the replacement Dam Service Bridge Construction Project
  - D. Discussion and possible action on formation of MWD Non-profit Foundation

7. **PUBLIC FORUM**  
(The Board will receive comments from the public on items not on the agenda; no action is permitted on these items. Time set aside not to exceed 30 minutes total by all participants)
8. **ANNOUNCEMENTS**
9. **DIRECTOR COMMENTS**
10. **ADJOURNMENT TO CLOSED SESSION**
11. **CLOSED SESSION**
  - A. Confer with real property negotiator re: APN NO 2328-202-15, 2328-202-08  
District Negotiator - Scott Heule
12. **ADJOURNMENT**

**NEXT MEETING:** Open Session at 1:00 P.M.  
Thursday, November 4, 2010  
Big Bear Municipal Water District  
40524 Lakeview Drive, Big Bear Lake, CA

***MINUTES OF A REGULAR MEETING OF  
BIG BEAR MUNICIPAL WATER DISTRICT  
HELD ON THURSDAY, OCTOBER 7, 2010***

**CALL TO ORDER**

President Fashempour called the Open Session to order at 1:00 PM. Those in attendance included Director Eminger, Director Suhay, District Counsel Wayne Lemieux (via Skype), General Manager Scott Heule, and Board Secretary Vicki Sheppard.

**REPORTS**

Mr. Heule reported that Director Murphy is on vacation right now and Director Smith is at a short course in the Bay area for his position on the Board of First Mountain Bank. He explained that most of the past two weeks Staff has been in some form preparing for the 6<sup>th</sup> annual Troutfest. He added that although the awards portion of the event seemed too long, and started too late, lots of anglers caught limits both days and the largest fish was a very nice specimen out of our caged population. Mr. Heule thanked the Directors for their support of this event that certainly helped the merchants, restaurants and inn keepers of the valley in this shoulder season. He stated that he and Mr. Stephenson would be sharing some important statistics regarding District Troutfest expenses with the Operations Committee next week. He reported that he had met with Paul Bennett, USFS, earlier in the week regarding changes to the agreement at the dam between the District and the USFS including changes to the lighting and trash cans. Mr. Heule reported that the Big Bear Marina Remediation Project bid packages had been sent out last week explaining that an on-site walk-through would be held this coming Monday. He added that Mr. Stephenson had dug a test hole at Big Bear Marina explaining that some water came into the hole adding that the contractor will have to deal with this problem. President Fashempour commented that she could hear the Troutfest festivities from her shop adding that the enthusiasm and energy seemed very high for the event. She stated that she had a conversation with a candidate for City Council and he asked her if the City took part in the Troutfest event and when she explained that they were not directly involved in the event, he commented that he thought they should be because the event brings visitors to the City. Mr. Heule commented that the City of Big Bear Lake Public Works Department helped with parking control and also reported that the Resort Association and the Chamber of Commerce were not directly involved with the event this year. He explained that the awards ceremonies went too long and started too late. He stated that he and Mr. Stephenson met with the Western Outdoor News representatives after the event. Mr. Heule reported that he and John Tuttle hiked down to Station A earlier in the week adding that it is a fairly difficult trail with several problems that need to be addressed. President Fashempour asked if the trail could be a project for some volunteer organization. Director Suhay commented that we may not want to encourage the public to be in that area. Mr. Heule explained that he feels that employee safety is a concern adding that John Tuttle goes down there several times during the summer months accompanied by another employee. He reported that the District will be researching options for Station A this winter. President Fashempour asked if they took photos when they were down at Station A. Mr. Heule stated they took numerous photos. Director Eminger asked about the progress of the new highway project. Mr. Heule explained that it is coming along and the contractor is getting paid.

### **APPROVAL OF CONSENT CALENDAR**

Upon a motion by Director Suhay, seconded by Director Eminger, the following consent items were unanimously approved:

- Minutes of a Regular Meeting of September 16, 2010
- Warrant List Dated October 1 for \$75,800.91
- Approval of a Resolution of the Board of Directors of Big Bear Municipal Water District requesting a grant of two floating restrooms from the Department of Boating and Waterways for the installation of floating restrooms at Big Bear Lake

### **DISCUSSION ONLY, PROGRAM EIR FOR LAKE DREDGE PROJECTS – PROJECT AREAS**

Mr. Heule stated that perhaps this item should be put off until the next meeting since two of the Directors are not present. President Fashempour stated that she feels some additional elements should be added to the options. She asked if the EIR would be more expensive if they added several elements. Mr. Heule stated that if they were generic it probably would not be more expensive. He added that he will ask MWH to edit and add to it and then bring it back to the committee and then to the full Board.

### **CONSIDER APPROVAL OF CONSULTANT AGREEMENT FOR SIMON WONG ENGINEERS TO PREPARE PLANS, SPECIFICATIONS, AND COST ESTIMATE FOR THE REPLACEMENT DAM SERVICE BRIDGE CONSTRUCTION PROJECT**

Mr. Heule stated he has been waiting for Caltrans to prepare a written commitment to fund the construction of a replacement service bridge on the dam explaining that earlier today that letter was received from Bryce Johnston of Caltrans. He read the letter to the Directors. He then explained that 45 minutes after receiving the letter, he received a call from Sayed Raza and Ray Wolf of Caltrans cancelling the letter and giving three alternative options:

1. Keep the entire old bridge in place
2. Build a 5' wide pedestrian walkway
3. Contribute 50% - 60% of the cost of a service bridge

Mr. Heule expressed his frustration adding that they offered no explanation of why this decision was so long in coming. He added that Senator Dutton's field representative, Larry Broedow, had a conversation with Caltrans earlier in the week and was told that the service bridge across the dam was approved. Mr. Heule explained that the District needs vehicular access to the dam for maintenance and therefore a pedestrian pathway would not be acceptable. He reported that Caltrans brought up an encroachment permit that they needed. Mr. Lemieux stated that Caltrans should not need an encroachment permit from us but we might need one from them since the dam was in place before the old highway was in place. Director Suhay stated that DSOD should be contacted. Mr. Lemieux stated that we might need to get our state senator and assemblyman involved also. Mr. Heule advised that no action should be taken on this item today. President Fashempour asked if we need to schedule a workshop to discuss the subject. Mr. Heule explained that he would be contacting Caltrans later today and would keep the Directors advised.

### **PUBLIC FORUM**

No comments were made

**ANNOUNCEMENTS**

Mr. Heule reported that he will be at a Utility Executives Conference in Napa Wednesday through Friday of next week adding that Mr. Stephenson will be back in the office all week. He commented that the pre-bid walkthrough for the Big Bear Marina Remediation Project will occur next Monday.

**DIRECTOR COMMENTS**

Director Eminger stated that he felt the Troutfest ceremonies took too long adding that it was getting cold and people were getting restless. Mr. Heule stated that he and Mr. Stephenson had a meeting with Western Outdoor News yesterday discussing timing of the event.

**ADJOURNMENT TO CLOSED SESSION**

The meeting was adjourned to Closed Session at 1:47 P.M to:  
Confer with real property negotiator re: APN NO.2328-202-15, 2328-202-08  
District Negotiator - Scott Heule

**RECONVENE TO OPEN SESSION**

The meeting was reconvened to Open Session at 1:58 P.M.  
No reportable action.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 1:59 P.M.

**NEXT MEETING**

Open Session at 1:00 P.M.  
Thursday, October 21, 2010  
Big Bear Municipal Water District  
40524 Lakeview Drive, Big Bear Lake, CA

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Vicki Sheppard  
Secretary to the Board  
Big Bear Municipal Water District

(SEAL)

**Big Bear Municipal Water District  
 Computer & Manual Check Register  
 Current and History Files, After 10/01/10  
 Account 10010-00-001, Sessions 000000 to 002088**

**Active Sessions (Not Included in Report)  
 001760, 001814, 001869, 001936, 002029**

Check	Payment / Vendor Information	Ck Date	Prty	Invoice	Session	Reference	Amount
<b>Checking Account: 10010-00-001</b>							
148652	ACWAHB / ACWA Health Benefits Authority (H)	10/10/10	2	12012010	002088	HEALTHINS	18266.51
<b>ACWAHB Subtotal :</b>							<b>18266.51</b>
148653	AQUAEC / Aquatic Eco-Systems, Inc.	10/10/10	2	00084477	002088	FISHRYMGMT	550.23
<b>AQUAEC Subtotal :</b>							<b>550.23</b>
148654	ATT785 / AT&T	10/10/10	2	09242010	002088	PHONE-LD	31.45
<b>ATT785 Subtotal :</b>							<b>31.45</b>
148655	BBDSPL / Big Bear Disposal	10/10/10	2	240396	002088	UTIL-RAMP	165.83
<b>BBDSPL Subtotal :</b>							<b>165.83</b>
148656		10/10/10	2	240598	002088	UTIL-MAIN	309.80
<b>BBDSPL Subtotal :</b>							<b>309.80</b>
148657	BMARIN / Big Bear Marina	10/10/10	2	10311122	002088	PETRO-BOAT	515.00
148657		10/10/10	2	10311123	002088	PETRO-BOAT	602.62
<b>BMARIN Subtotal :</b>							<b>1117.62</b>
148658	BUTCHR / Butcher's Block & Building Materi	10/10/10	2	33444	002088	FACILMAINT	49.59
148658		10/10/10	2	34219	002088	EASTMAINT	2.02
148658		10/10/10	2	34546	002088	TROUTFEST	103.49
148658		10/10/10	2	34566	002088	TROUTFEST	48.29
148658		10/10/10	2	35052	002088	FACILMAINT	31.34
148658		10/10/10	2	35335	002088	FACILMAINT	8.68
148658		10/10/10	2	35428	002088	TROUTFEST	3.13
148658		10/10/10	2	35670	002088	EASTMAINT	1.65
<b>BUTCHR Subtotal :</b>							<b>248.19</b>
148659	BVELEC / Bear Valley Electric	10/10/10	2	09082010	002088	UTIL-RV	3929.33
148659		10/10/10	2	09082010A	002088	UTIL-MAIN	1948.86
148659		10/10/10	2	09222010	002088	UTIL-RAMP	308.46
148659		10/10/10	2	09242010A	002088	UTIL-MAIN	9.43
148659		10/10/10	2	09242010B	002088	UTIL-DAM	183.37
148659		10/10/10	2	09242010C	002088	UTIL-DAM	9.73
148659		10/10/10	2	09242010D	002088	UTIL-AERAT	999.30
<b>BVELEC Subtotal :</b>							<b>7388.48</b>
148660	CCONNE / CONNELLY PUMPING SERVICES	10/10/10	2	9958	002088	PORTABLE	540.00

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						<b>CCONNE Subtotal :</b>	<b>540.00</b>
148661	CHARTE / CHARTER COMMUNICATIONS	10/10/10	2	09232010	002088	OFFICE-DSL	368.99
						<b>CHARTE Subtotal :</b>	<b>368.99</b>
148662	COCKRE / Tyler Cockrell	10/10/10	2	SEPT2010	002088	SUPRMILEAG	39.41
						<b>COCKRE Subtotal :</b>	<b>39.41</b>
148663	COMPVI / Computer Village	10/10/10	2	119029	002088	CONSULTANT	500.00
148663		10/10/10	2	119107	002088	EQUIPMAINT	399.49
						<b>COMPVI Subtotal :</b>	<b>899.49</b>
148664	COMSER / ComSerCo	10/10/10	2	05-039843	002088	HANDHELDS	239.25
148664		10/10/10	2	MA50219827	002088	RADSVCCONT	255.00
						<b>COMSER Subtotal :</b>	<b>494.25</b>
148665	DIRCTV / DIRECTV	10/10/10	2	1348176689	002088	UTIL-RV	150.24
						<b>DIRCTV Subtotal :</b>	<b>150.24</b>
148666	DWP / Department of Water and Power	10/10/10	2	09272010A	002088	UTIL-MAIN	13.40
148666		10/10/10	2	09272010B	002088	UTIL-MAIN	144.44
148666		10/10/10	2	09272010C	002088	UTIL-RAMPS	216.74
148666		10/10/10	2	09272010D	002088	UTIL-RAMPS	17.87
148666		10/10/10	2	09272010E	002088	UTIL-MAIN	44.15
						<b>DWP Subtotal :</b>	<b>436.60</b>
148667	GEI / GEI Consultants, Inc	10/10/10	2	502954	002088	WTRSHDMGMT	2689.21
						<b>GEI Subtotal :</b>	<b>2689.21</b>
148668	HAUPT / Ralph W. Haupt	10/10/10	2	3033	002088	PETRO-AUTO	120.66
						<b>HAUPT Subtotal :</b>	<b>120.66</b>
148669	HAVASU / HAVASU EMBROIDERY INC	10/10/10	2	14342	002088	TROUTFEST	5280.98
						<b>HAVASU Subtotal :</b>	<b>5280.98</b>
148670	IDEARC / SUPERMEDIA LLC	10/10/10	2	09192010	002088	PHONE-WEB	29.95
						<b>IDEARC Subtotal :</b>	<b>29.95</b>
148671	KENDAL / Kendall/Adams Group, Inc.	10/10/10	2	K2983	002088	CONTAMINAT	6129.02
						<b>KENDAL Subtotal :</b>	<b>6129.02</b>
148672	LEMIEU / LEMIEUX & O'NEILL	10/10/10	2	20999M-134	002088	RETAINER	3500.00

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						<b>LEMIEU Subtotal :</b>	<b>3500.00</b>
148673		10/10/10	2	20-022M-1	002088	LEGAL	4010.00
						<b>LEMIEU Subtotal :</b>	<b>4010.00</b>
148674	MASTER / FIRST BANKCARD CENTER	10/10/10	2	0930108541	002088	MASTER102	1013.40
						<b>MASTER Subtotal :</b>	<b>1013.40</b>
148675		10/10/10	2	0930104817	002088	MASTER505	635.00
						<b>MASTER Subtotal :</b>	<b>635.00</b>
148676		10/10/10	2	0930106888	002088	MASTER506	635.00
						<b>MASTER Subtotal :</b>	<b>635.00</b>
148677		10/10/10	2	0930102328	002088	MASTER320	3074.41
						<b>MASTER Subtotal :</b>	<b>3074.41</b>
148678	MATSON / BRADLEY MATSON	10/10/10	2	10022010	002088	QUAGGA	68.04
						<b>MATSON Subtotal :</b>	<b>68.04</b>
148679	MCOYBR / Mountain Water Company	10/10/10	2	18500	002088	UTILITIES	181.15
148679		10/10/10	2	18536	002088	UTIL-RAMPS	100.00
						<b>MCOYBR Subtotal :</b>	<b>281.15</b>
148680	MWH / MWH America, Inc.	10/10/10	2	1355888	002088	LAKEIMPROV	5047.53
						<b>MWH Subtotal :</b>	<b>5047.53</b>
148681	NOS / NOS Communications, Inc.	10/10/10	2	09182010	002088	PHONE-LD	484.23
						<b>NOS Subtotal :</b>	<b>484.23</b>
148682	PERS / Public Employees' Retirement Syst	10/10/10	2	8104	002088	PERS	4781.13
						<b>PERS Subtotal :</b>	<b>4781.13</b>
148683	PITNY / PITNEY BOWES (RENTAL)	10/10/10	2	1098706S10	002088	POSTAGE	121.00
						<b>PITNY Subtotal :</b>	<b>121.00</b>
148684	QUILL / Quill Corporation	10/10/10	2	8167409	002088	OFFICSUPPL	351.31
148684		10/10/10	2	8260326	002088	OFFICSUPPL	9.46
						<b>QUILL Subtotal :</b>	<b>360.77</b>
148685	RIFFEN / Riffenburgh Lumber Co.	10/10/10	2	318617	002088	TROUTFEST	211.55



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						<b>RIFFEN Subtotal :</b>	<b>211.55</b>
148686	STEGMA / Stegmann Service	10/10/10	2	128514	002088	RVMAINT	105.11
						<b>STEGMA Subtotal :</b>	<b>105.11</b>
148687	STEPHE / Mike Stephenson	10/10/10	2	PHOENX2010	002088	TRAVELMGMT	9.28
148687		10/10/10	2	SAC2010-B	002088	TRAVELMGMT	14.77
						<b>STEPHE Subtotal :</b>	<b>24.05</b>
148688	STILL / GLENN M. STILL	10/10/10	2	07152010	002088	QUAGGA	337.26
						<b>STILL Subtotal :</b>	<b>337.26</b>
148689	TERMIN / TERMINIX INTERNATIONAL	10/10/10	2	298821577	002088	FACILMAINT	49.00
						<b>TERMIN Subtotal :</b>	<b>49.00</b>
148690	TIFCO / Tifco Industries	10/10/10	2	70637533	002088	OFFRDMAINT	151.00
						<b>TIFCO Subtotal :</b>	<b>151.00</b>
148691	UNITRA / United Traffic Services & Supplie	10/10/10	2	28100	002088	OFFRDMAINT	8.97
						<b>UNITRA Subtotal :</b>	<b>8.97</b>
148692	UPS / UPS	10/10/10	2	F33Y11390	002088	SHIPWATER	460.97
						<b>UPS Subtotal :</b>	<b>460.97</b>
148693	VALERO / Valero Marketing and Supply Co.	10/10/10	2	09212010	002088	PETRO-AUTO	1033.29
						<b>VALERO Subtotal :</b>	<b>1033.29</b>
148694	VERIZO / Verizon California	10/10/10	2	09252010	002088	PHONE-WS	31.33
148694		10/10/10	2	09282010	002088	PHONE-DAM	41.60
						<b>VERIZO Subtotal :</b>	<b>72.93</b>
148695	XEROX / Xerox Corporation	10/10/10	2	050686222	002088	COPIERLEAS	856.98
						<b>XEROX Subtotal :</b>	<b>856.98</b>
<b>Total For Check Account: 10010-00-001</b>							<b>72579.68</b>
<b>Check Register Total :</b>							<b>72579.68</b>

**BIG BEAR MUNICIPAL WATER DISTRICT  
REPORT TO BOARD OF DIRECTORS**

**MEETING DATE: OCTOBER 21, 2010**

**AGENDA ITEM: 6A**

**SUBJECT:**

**CONSIDER CLAIM BY BIG BEAR DOCK SYSTEMS IN THE AMOUNT OF \$4,490 AGAINST THE DISTRICT**

**RECOMMENDATION:**

The General Manager recommends denying the claim.

**DISCUSSION/FINDINGS:**

A letter was received dated October 4, 2010 from Larry Cooke of Big Bear Dock Systems claiming the District owed him \$4,490 for ordering a dock to be "demolished and removed from Big Bear Lake". As outlined below District personnel made no order to demolish a dock. Directives were given only to remove the dock from the lake.

On July 22, 2010 Lake Patrol Officer Bill Evans inspected dock number 380, owned by David and Gudrun Mason, and issued a notice to correct because the dock had trip hazards, loose boards and was not stable. In the comments section of the notice to correct it was noted that the dock was "broken in half and falling apart". The dock was re-inspected on August 26, 2010 and no repairs had been made. During a telephone conversation with the Masons, they informed Staff that a new dock was being constructed to replace the old dock.

On September 20, 2010 the new dock was in place. The Lake Operations Supervisor was informed by the dock builder Larry Cooke that the old dock had been towed to Captain Johns Marina. In an email of the same date the Masons were informed that when their failed dock was "properly removed from the Lake and not just repositioned to Grout Bay to deteriorate" they would be issued their dock license. They were also informed that if they chose to repair the dock they had 30 days to do it.

On September 21, 2010 the General Manager, via email, informed the Masons that the District understood Big Bear Dock Systems had an arrangement with Captain Johns Marina but that no written confirmation from the marina was provided to show that a deal existed for the "storage, refurbishment or destruction and removal of the old dock". It goes on to say "...Mr. Cooke must either repair the dock or remove it from the lake within 30 days because it does not meet District dock standards".

On September 28, 2010 the Lake Operations Supervisor received an email from John Saunders indicating that they dismantled old dock number 380. At no time did District personnel order the destruction of the dock. The District did advise that the dock must be removed from the Lake because it had failed to meet the standards for dock performance established by District resolution. Mr. Cooke does not have a basis to make a claim against the District. Supporting documentation for the District's position in this matter is attached.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** None

Submitted by: Scott Heule, General Manager



# Big Bear Municipal Water District

## Lake Management

### Board of Directors

Todd Murphy - Division 1  
Paula Fashempour - Division 2  
Skip Suhay - Division 3  
John Eminger - Division 4  
Vince Smith - Division 5

September 6, 2010

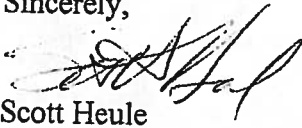
Larry Cooke  
Big Bear Dock Systems Co.  
P.O. Box 33  
Big Bear Lake, CA 92315

Regarding: Claim for Dock Demolition Without Notice

Mr. Cooke,

Your claim in the amount of \$4,490.00 made against the District in your letter (copy attached) dated October 4, 2010 will be considered by the Board of Directors at their regularly scheduled meeting on October 21, 2010 beginning at 1:00 PM.

Sincerely,

  
Scott Heule  
General Manager

Cc Board of Directors

# BIG BEAR DOCK SYSTEMS CO.

P.O. Box 33  
BIG BEAR LAKE, CA 92315

TELEPHONE  
(909) 866-7717  
FAX  
(909) 866-4485

October 4, 2010

Scott Huele  
General Manager  
Big Bear Municipal Water District  
P.O. Box 2863  
Big Bear Lake, CA 92315

Re: Dock Demolition Without Notice

Mr. Huele

Upon returning from a project up North I was informed that a dock (Big Bear Dock Systems) owned and had in storage at Captain John's Marina was ordered by MWD personnel to be demolished and removed from Big Bear Lake. This dock ownership was transferred to Big Bear Dock from Dave & Gudrun Mason upon installation of their new dock on Monday September 20, 2010. I had surveyed the dock and found it to have good flotation, strong and stable fingerways. The walkway portion on the dock had a very heavy gate and fencing added that needed to be removed. A new facia and a few new joists and plywood sections (installed) are all that would have been needed to make the dock serviceable. One of the (2) gangways also needed to be demo'd and hand railing added to the second gangway.

This (was) a double slip dock with a value repaired of \$5,000 to \$6,000. A new dock of this size with similar dimensions would run \$40,000 plus. The repair cost at maximum would have been \$1,600. Big Bear Dock is now strapped with a \$900.00 bill for demolition from Capt. John's Marina and the transport cost of \$190.00. More important is the loss of the sale of the dock at minimum net of \$3,400.

I am aware that the MWD was notified by the Mason's that the dock belonged to Big Bear Dock. This is also verified by your employee (Travis Carroll's) email (in your name) of September 25, 2010 to Big Bear Dock. The Mason's have also transmitted to Big Bear Dock all their communications with the MWD regarding their new dock, again verifying the ownership transfer, storage and potential repair of the subject dock.

With this letter Big Bear Dock Systems is placing a claim against the Big Bear MWD for monies owed in the amount of \$4,490.00. This claim is for property demolished and removed from Big Bear Lake without Notice or Hearing. I am finding it difficult to understand what transpired and the motivation of the MWD.

Your response to this claim is imperative. Should you have any questions you can reach me at (909) 866-7717.

Sincerely



Larry H. Cooke  
General Manager

## Travis Carroll

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**From:** John Saunders [fawnharbor@yahoo.com]  
**Sent:** Tuesday, September 28, 2010 2:07 PM  
**To:** Travis Carroll  
**Subject:** Dock #380

Travis,

Dave Mason agreed to pay us \$500 to dismantal dock #380 that Mr. Larry Cooke said we could have so that Mr. Mason can get a Dock permit issued for the new dock he just had built. Mr. Cooke did not tell us that the dock was deamed, not meeting the district dock standards.

Total demo amounted to \$951.86. We will try to negotiate the remaining balance with Larry Cooke.

It was in poor shape and hopefully everyone will prevail.

Respectfully,

Jenny Parker, for  
Captain John's Marina

## Travis Carroll

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**From:** Travis Carroll  
**Sent:** Monday, September 27, 2010 11:52 AM  
**To:** Gudrun Mason  
**Cc:** Eric Gonzales; Mike Stephenson; Scott Heule  
**Subject:** RE: Dock #380

You are welcome Gudrun the old dock has been removed from the lake by Captain Johns and dismantled. Eric will be sending you your license, please expect it in the mail. Please feel free to contact me with any questions regarding our lake.

Sincerely,

*Travis Carroll*

Lake Operations Supervisor

\*\*\*\*\*

Big Bear Municipal Water District  
PO Box 2863  
Big Bear Lake, CA 92315  
(909) 866-5796  
(909) 866-6485 fax

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**From:** Gudrun Mason [mailto:gudrun.mason@aschome.com]  
**Sent:** Monday, September 27, 2010 10:48 AM  
**To:** Travis Carroll  
**Subject:** RE: Dock #380

Thank you Travis.

Gudrun

---

**From:** Travis Carroll [mailto:tcarroll@bbmwd.net]  
**Sent:** Saturday, September 25, 2010 9:20 AM  
**To:** Gudrun Mason  
**Subject:** FW: Dock #380

Just information for you.

*Travis Carroll*

Lake Operations Supervisor

\*\*\*\*\*

Big Bear Municipal Water District  
PO Box 2863  
Big Bear Lake, CA 92315  
(909) 866-5796  
(909) 866-6485 fax

---

**From:** Travis Carroll  
**Sent:** Saturday, September 25, 2010 9:02 AM  
**To:** 'larry@bigbeardock.com'  
**Cc:** Scott Heule; Mike Stephenson; 'john@bbv.net'; 'jennylichti@gmail.com'  
**Subject:** Dock #380

Dear Mr. Cooke,

I have included the below e-mail sent to Mrs. Mason on 9/21/10 by our General Manager. To date I still have not received information from John Saunders regarding storage of the old dock in Grout Bay. The District did receive a call on 9/25/10 from Matt, at Captain Johns, requesting information for the owner so they could start dismantling the old dock and start removing it from the lake. Please provide direction with your plans if indeed you do own this dock. Thank you.

Mrs. Mason,

We received a copy of a letter from Mr. Larry Cooke, your dock builder, dated September 20, 2010. In the letter Mr. Cooke explicitly accepts full responsibility for the disposition of your old dock. He claims to have an agreement with Captain Johns Marina but the District has no written confirmation from the marina that a deal exists for the storage, refurbishment or destruction and removal of the old dock. The District is attempting to contact John Saunders, owner of the marina to verify the arrangement Mr. Cooke claims. Once the District is satisfied that the dock has been legally and temporarily stored in the marina your dock license will be issued. In any case, Mr. Cooke must either repair the dock or remove it from the lake within 30 days because it does not meet District dock standards.

The District is taking these important steps so that the old dock does not get added to one of the collections of junk docks that continue to be a blight on the lake. The District hopes that by strict enforcement of existing dock regulations everyone can enjoy a less cluttered and much safer Big Bear Lake. We know this has been difficult for you. We are hopeful that your new dock provides years of enjoyment.

Sincerely,

Scott Heule  
General Manager  
Big Bear Municipal Water District  
P.O. Box 2863  
40524 Lakeview Drive  
Big Bear Lake, CA 92315  
(909) 866-5796  
FAX (909) 866-6485

*Travis Carrall*

Lake Operations Supervisor

\*\*\*\*\*

Big Bear Municipal Water District  
PO Box 2863  
Big Bear Lake, CA 92315  
(909) 866-5796  
(909) 866-6485 fax

## Scott Heule

---

**From:** Scott Heule  
**Sent:** Tuesday, September 21, 2010 4:00 PM  
**To:** Gudrun Mason  
**Cc:** Mike Stephenson; Eric Gonzales; Travis Carroll  
**Subject:** RE: Dock #380

Mrs. Mason,

We received a copy of a letter from Mr. Larry Cooke, your dock builder, dated September 20, 2010. In the letter Mr. Cooke explicitly accepts full responsibility for the disposition of your old dock. He claims to have an agreement with Captain Johns Marina but the District has no written confirmation from the marina that a deal exists for the storage, refurbishment or destruction and removal of the old dock. The District is attempting to contact John Saunders, owner of the marina to verify the arrangement Mr. Cooke claims. Once the District is satisfied that the dock has been legally and temporarily stored in the marina your dock license will be issued. In any case, Mr. Cooke must either repair the dock or remove it from the lake within 30 days because it does not meet District dock standards.

The District is taking these important steps so that the old dock does not get added to one of the collections of junk docks that continue to be a blight on the lake. The District hopes that by strict enforcement of existing dock regulations everyone can enjoy a less cluttered and much safer Big Bear Lake. We know this has been difficult for you. We are hopeful that your new dock provides years of enjoyment.

Sincerely,

Scott Heule  
General Manager  
Big Bear Municipal Water District  
P.O. Box 2863  
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Big Bear Lake, CA 92315  
(909) 866-5796  
FAX (909) 866-6485  
[www.bbmwd.org](http://www.bbmwd.org)

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**From:** Gudrun Mason [mailto:gudrun.mason@aschome.com]  
**Sent:** Tuesday, September 21, 2010 12:20 PM  
**To:** Travis Carroll  
**Cc:** Scott Heule; Mike Stephenson; Eric Gonzales  
**Subject:** RE: Dock #380

Thank you,  
Gudrun

---

**From:** Travis Carroll [mailto:tcarroll@bbmwd.net]  
**Sent:** Tuesday, September 21, 2010 10:22 AM  
**To:** Gudrun Mason  
**Cc:** Scott Heule; Mike Stephenson; Eric Gonzales  
**Subject:** RE: Dock #380

Gudrun,  
I have forwarded all of our correspondences to the General Manager of the MWD my direction was to not issue a license until the old dock was removed from Big Bear Lake. Please await his response to sort through this. I am sorry for the



delay in the license but the District has not been getting any clear cut answers on the old dock. Thank you for your patience.

*Travis Carroll*

Lake Operations Supervisor

\*\*\*\*\*

Big Bear Municipal Water District

PO Box 2863

Big Bear Lake, CA 92315

(909) 866-5796

(909) 866-6485 fax

---

**From:** Gudrun Mason [mailto:gudrun.mason@aschome.com]  
**Sent:** Tuesday, September 21, 2010 9:44 AM  
**To:** Travis Carroll  
**Cc:** Scott Heule; Mike Stephenson; Eric Gonzales; 'Peggy Cooke'  
**Subject:** RE: Dock #380

Travis,

I'm confused. Captain Johns Marina is where the dock was hauled to, but Big Bear Dock Systems put in writing (see attachment) that they are now the owner of the dock. When I spoke to Eric Gonzales yesterday, I thought he told me that having someone else claim ownership of the old dock in writing would release me, and that it would be the new owner's responsibility to meet the MWD's requirements to either dispose off or refurb the dock in a timely manner. That would be Larry Cooke. Mr. Cooke specifically states in his letter that the dock is now his and not mine. I'm not sure if I have the right to tell him what to do with the dock now that he has title to it. Are you able to deal with Mr. Cooke directly now that he has claimed ownership of the old dock?

Thanks,  
Gudrun

---

**From:** Travis Carroll [mailto:tcarrroll@bbmwd.net]  
**Sent:** Tuesday, September 21, 2010 9:28 AM  
**To:** Gudrun Mason  
**Cc:** Scott Heule; Mike Stephenson; Eric Gonzales  
**Subject:** RE: Dock #380

Hello Gudrun,

Your license will be issued when your old dock is removed from Big Bear Lake. It is your responsibility to ensure your old dock is properly removed from the lake and not just repositioned to Grout Bay to deteriorate. According to Captain Johns Marina, as of this morning, they are willing to destroy it and remove it for you but they are not taking responsibility for it, as you stated in the below e-mail if Big Bear Dock Systems is responsible for it please arrange with them to remove it from the Waters of Big Bear Lake. Please feel free to contact me with any further questions.

*Travis Carroll*

Lake Operations Supervisor

\*\*\*\*\*

Big Bear Municipal Water District

PO Box 2863

Big Bear Lake, CA 92315

(909) 866-5796

(909) 866-6485 fax

---

**From:** Gudrun Mason [mailto:gudrun.mason@aschome.com]  
**Sent:** Tuesday, September 21, 2010 8:54 AM  
**To:** Travis Carroll

**Cc:** Eric Gonzales; larry@bigbeardock.com; 'Peggy Cooke'  
**Subject:** FW: Dock #380

Hi Travis,

Big Bear Dock Systems has taken over title of the old dock. Is that enough for me to be released and get my permit?

Thank you,  
Gudrun Mason

---

**From:** Travis Carroll [mailto:tcarroll@bbmwd.net]  
**Sent:** Monday, September 20, 2010 4:09 PM  
**To:** Gudrun Mason  
**Cc:** Scott Heule; Mike Stephenson; Eric Gonzales  
**Subject:** RE: Dock #380

Thanks Gudrun for your quick response back, the District is taking measures to clean derelict docks on Big Bear Lake including Holloways. If you choose to repair the dock please do so within thirty days. This property remains your responsibility; there has been no application made or direction given to the District for this dock located in Grout Bay.

*Travis Carroll*

Lake Operations Supervisor

\*\*\*\*\*

Big Bear Municipal Water District

PO Box 2863

Big Bear Lake, CA 92315

(909) 866-5796

(909) 866-6485 fax

---

**From:** Gudrun Mason [mailto:gudrun.mason@aschome.com]  
**Sent:** Monday, September 20, 2010 2:55 PM  
**To:** Travis Carroll  
**Cc:** Eric Gonzales; larry@bigbeardock.com; 'Peggy Cooke'  
**Subject:** RE: Dock #380

Hello Travis,

When I ordered my new dock with Big Bear Dock Systems, I asked Mr. Cooke if he knew of someone who may have use for my old dock. He advised me that one of the marinas was interested in taking possession of the old dock, and that they would haul the dock away free of charge. I assumed that they planned on refurbishing the dock to meet current MWD standards, and wasn't aware that I was still responsible for the dock once someone else takes possession. Therefore, I'm not sure how to proceed as far as complying with your request to remove the dock off the waters of Big Bear Lake. I will try to get an answer from Mr. Cooke or Captain Johns Marina right away. If Captain John's Marina is planning on refurbishing the dock, are they allowed to leave the dock in the water for a certain time period to accomplish that task? I'm sure the Marina knows the answer to this question, but I'm just curious myself, in part because there is a dock slip at the tip of Holloway Marina, very close to my property, which is broken in half, completely unusable and an eyesore, and it has been sitting there in this condition all year. So I've been wondering how long Holloway is going to leave it sitting there like that. Anyway, this is not to change the subject, and I will do my best to comply with your request as quickly as possible. I'm anxious to get my new dock finally permitted, and hope this can be resolved in the next day or so.

Thank you.

Gudrun Mason

**From:** Veronica Silva (Info) [mailto:info@aschome.com]  
**Sent:** Monday, September 20, 2010 12:52 PM  
**To:** 'Gudrun Mason'  
**Subject:** FW: Dock #380

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**From:** Travis Carroll [mailto:tcarroll@bbmwd.net]  
**Sent:** Monday, September 20, 2010 12:23 PM  
**To:** gudrin.mason@aschome.com  
**Cc:** Mike Stephenson; Scott Heule; Eric Gonzales; larry@bigbeardock.com  
**Subject:** Dock #380

Dear Gudrin,

As of today September 20, 2010 your old dock has been relocated from your lake front home. Your new dock is in place and meets District Standards. After inspection today by Lake Patrol, it was determined by conversation with Mr. Cooke that you have made arrangements to store your old dock at Captain Johns Marina. Please be aware that your old dock has failed inspection and would need to meet current Standards if used elsewhere at another lake front property or Commercial Marina. At this point the District needs to approve any location this derelict dock goes. You are responsible for removing this existing dock off the waters of Big Bear Lake to Private Property. Once the District is aware of your plan your Dock License may be issued to you. Please feel free to contact me with any further questions.

*Travis Carroll*

Lake Operations Supervisor

\*\*\*\*\*

Big Bear Municipal Water District

PO Box 2863

Big Bear Lake, CA 92315

(909) 866-5796

(909) 866-6485 fax

## Scott Heule

---

**From:** Scott Heule  
**Sent:** Monday, September 20, 2010 12:53 PM  
**To:** Travis Carroll  
**Subject:** RE: Dock #380

Travis,  
You need to see that this derelict dock totally goes away. Lets not get roped into allowing this to winter at Captain Johns.  
Thanks

Scott Heule  
General Manager  
Big Bear Municipal Water District  
P.O. Box 2863  
40524 Lakeview Drive  
Big Bear Lake, CA 92315  
(909) 866-5796  
FAX (909) 866-6485  
[www.bbmwd.org](http://www.bbmwd.org)

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**From:** Travis Carroll  
**Sent:** Monday, September 20, 2010 12:23 PM  
**To:** [guadrin.mason@aschome.com](mailto:guadrin.mason@aschome.com)  
**Cc:** Mike Stephenson; Scott Heule; Eric Gonzales; [larry@bigbeardock.com](mailto:larry@bigbeardock.com)  
**Subject:** Dock #380

Dear Gudrin,  
As of today September 20, 2010 your old dock has been relocated from your lake front home. Your new dock is in place and meets District Standards. After inspection today by Lake Patrol, it was determined by conversation with Mr. Cooke that you have made arrangements to store your old dock at Captain Johns Marina. Please be aware that your old dock has failed inspection and would need to meet current Standards if used elsewhere at another lake front property or Commercial Marina. At this point the District needs to approve any location this derelict dock goes. You are responsible for removing this existing dock off the waters of Big Bear Lake to Private Property. Once the District is aware of your plan your Dock License may be issued to you. Please feel free to contact me with any further questions.

*Travis Carroll*

Lake Operations Supervisor  
\*\*\*\*\*  
Big Bear Municipal Water District  
PO Box 2863  
Big Bear Lake, CA 92315  
(909) 866-5796  
(909) 866-6485 fax



**Big Bear Municipal Water District**  
P.O. Box 2863, Big Bear Lake, CA 92315  
(909) 866-5796

<b>NOTICE TO CORRECT DOCK VIOLATION</b>		<input checked="" type="checkbox"/> 1 <sup>st</sup> Inspection <input type="checkbox"/> 2 <sup>nd</sup> Inspection
DOCK # <u>380</u>	DOCK # DISPLAYED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
TYPE OF SLIP <input type="checkbox"/> PLATFORM <input type="checkbox"/> 1 SLIP <input checked="" type="checkbox"/> 2 SLIP <input type="checkbox"/> 3 SLIP <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> OTHER		
NAME OF OWNER(S) <u>Dave Mason</u>		
ADDRESS OF OWNER <u>39547 Lake Dr.</u>		
DATE <u>07/23/10</u>	TIME <u>1100</u>	
INSPECTION FAILED ITEMS		
<input checked="" type="checkbox"/> LOOSE BOARDS <input type="checkbox"/> INADEQUATE FLOTATION <input checked="" type="checkbox"/> TRIP HAZARDS <input checked="" type="checkbox"/> STABILITY <input type="checkbox"/> MISSING BOARDS / HOLES <input type="checkbox"/> NOT LICENSED <input type="checkbox"/> GANGWAY NOT CONNECTED <input type="checkbox"/> ILLEGAL VESSELS MOORED <input type="checkbox"/> SIZE REQUIREMENTS <input type="checkbox"/> OTHER		
<u>Dock is Broken in half</u> <u>+ Falling Apart</u>		
REINSPECTION DATE <u>08/26/10</u>	<input checked="" type="checkbox"/> PICTURE TAKEN	
BADGE NO. <u>300</u>	INSPECTOR'S SIGNATURE	
These deficiencies must be corrected by reinspection date indicated. Non-Compliance violates your dock license agreement. Failure to cure violation within <b>30 DAYS</b> will result in suspension of license. Feel free to contact our office with any questions.		

**BIG BEAR MUNICIPAL WATER DISTRICT  
REPORT TO BOARD OF DIRECTORS**

**MEETING DATE: OCTOBER 21, 2010**

**AGENDA ITEM: 6B**

**SUBJECT:**

**CONSIDER AWARD OF CONTRACT FOR BIG BEAR MARINA REMEDIATION  
TRENCH CONSTRUCTION PROJECT**

**RECOMMENDATION:**

The General Manager and Lake Manager recommend awarding the contract for the Big Bear Marina remediation trench project to Warren Duncan Contracting in the amount of \$187,911.

**DISCUSSION/FINDINGS:**

The District has been working for several years to remediate the gasoline contaminated soil and ground water from a leaking gas line prior to the purchase of the property. Attempts at remediation using wells and bioremediation techniques have not been effective. During meetings with the Santa Ana River Regional Water Quality Control Board (Regional Board) another remediation method was identified. A 12 to 14 feet deep trench will be dug and backfilled with gravel to collect and drain groundwater into a manhole. A pump in the manhole will pump the collected water to the surface and into the sanitary sewer in Paine Court providing concentrations of hydrocarbons are sufficiently low. The construction design was approved by the Regional Board and the District had plans and specifications for the work prepared by Transtech Mapco. Bid packages were mailed or hand delivered to 14 contractors including two interested local contractors. A mandatory pre-bid meeting was held onsite on Monday October 11 and was attended by two bidders. The bid documents specify the work to be completed by December 1, 2010. Although the District must first pay for this work, it will be refunded by the California Leaking Underground Storage Tank fund.

Two bids were opened on Friday October 15, 2010. Bid pages from each contractor are attached and bid results are as follows.

Warren Duncan Contracting	\$187,911
Bear Valley Paving	\$206,430

**OTHER AGENCY INVOLVEMENT:** City of Big Bear Lake, Big Bear Area Regional Wastewater Agency and Santa Ana Regional Water Quality Control Board.

**FINANCING:** Undesignated funds in the Lake Improvement Fund will be used to pay for this work. The funds will be reimbursed from the Leaking Underground Tank Fund for the State of California.

Submitted by: Scott Heule, General Manager

# Warren Duncan Contracting

## BIG BEAR MUNICIPAL WATER DISTRICT BIG BEAR MARINA REMEDIATION PROJECT

### BID FORM

	<u>Units</u>	<u>Unit Price</u>	<u>Sum Total</u>
1. Construct sump pump & manhole well per detail on plans			\$ <u>65,211</u> <sup>00</sup>
2. Construct 80 L.F. gravel trench per detail on plans	<u>feet</u>	\$ <u>846</u> <sup>00</sup>	\$ <u>67,700</u> <sup>00</sup>
3. Construct (3) 4" PVC perforated inlet pipes			\$ <u>5,000</u> <sup>00</sup>
4. Construct 2" D.I.P. discharge line maintain minimum cover of 42"	<u>feet</u>	\$ <u>100</u> <sup>00</sup>	\$ <u>10,000</u> <sup>00</sup>
5. Install 2" gate valve			\$ <u>1,500</u> <sup>00</sup>
6. Connect discharge line to existing sewer lateral			\$ <u>5,000</u> <sup>00</sup>
7. Construct electrical panel per detail on plans (mount on existing building)			\$ <u>7,000</u> <sup>00</sup>
8. Construct electrical conduit			\$ <u>4,000</u> <sup>00</sup>
9. Construct bollard per detail on plans			\$ <u>N/A</u>
10. Install backflow preventor on existing sewer line			\$ <u>5,500</u> <sup>00</sup>
11. Prepare and submit shoring plan			\$ <u>N/A</u>
12. Mobilization, demobilization and site specific health and safety plan			\$ <u>17,000</u> <sup>00</sup>
<b>Project Total</b> .....			\$ <u>187,911</u> <sup>00</sup>

**BIG BEAR MUNICIPAL WATER DISTRICT  
BIG BEAR MARINA REMEDIATION PROJECT**

**BID FORM**

	<u>Units</u>	<u>Unit Price</u>	<u>Sum Total</u>
1. Construct sump pump & manhole well per detail on plans			\$ <u>48,250.<sup>00</sup></u>
2. Construct 80 L.F. gravel trench per detail on plans	<u>feet</u>	\$ <u>706.<sup>00</sup></u>	\$ <u>56,500.<sup>00</sup></u>
3. Construct (3) 4" PVC perforated inlet pipes			\$ <u>3,500.<sup>00</sup></u>
4. Construct 2" D.I.P. discharge line maintain minimum cover of 42"	<u>feet</u>	\$ <u>67.50</u>	\$ <u>5,000.<sup>00</sup></u>
5. Install 2" gate valve			\$ <u>4,230.<sup>00</sup></u>
6. Connect discharge line to existing sewer lateral			\$ <u>7,000.<sup>00</sup></u>
7. Construct electrical panel per detail on plans (mount on existing building)			\$ <u>10,000.<sup>00</sup></u>
8. Construct electrical conduit			\$ <u>5,700.<sup>00</sup></u>
9. Construct bollard per detail on plans			\$ <u>150.<sup>00</sup></u>
10. Install backflow preventor on existing sewer line			\$ <u>7,600.<sup>00</sup></u>
11. Prepare and submit shoring plan			\$ <u>500.<sup>00</sup></u>
12. Mobilization, demobilization and site specific health and safety plan			\$ <u>50,000.<sup>00</sup></u>
<b>Project Total</b> .....			\$ <u>206,430.<sup>00</sup></u>

**BEAR VALLEY PAVING  
41841 GARSTIN DRIVE  
POST OFFICE BOX 1588  
BIG BEAR LAKE, CA 92315**



**BIG BEAR MUNICIPAL WATER DISTRICT  
REPORT TO BOARD OF DIRECTORS**

**MEETING DATE: OCTOBER 21, 2010**

**AGENDA ITEM: 6C**

**SUBJECT:**

**CONSIDER APPROVAL OF CONSULTANT AGREEMENT FOR SIMON WONG ENGINEERS TO PREPARE PLANS, SPECIFICATIONS, AND COST ESTIMATE FOR THE REPLACEMENT DAM SERVICE BRIDGE CONSTRUCTION PROJECT**

**RECOMMENDATION:**

Caltrans has been asked to prepare a written commitment to fund the construction of a replacement service bridge on the dam. The General Manager recommends that the Board authorize Simon Wong Engineers to prepare plans, specifications and cost estimate for the bridge providing a funding commitment from Caltrans is received prior to the Board meeting.

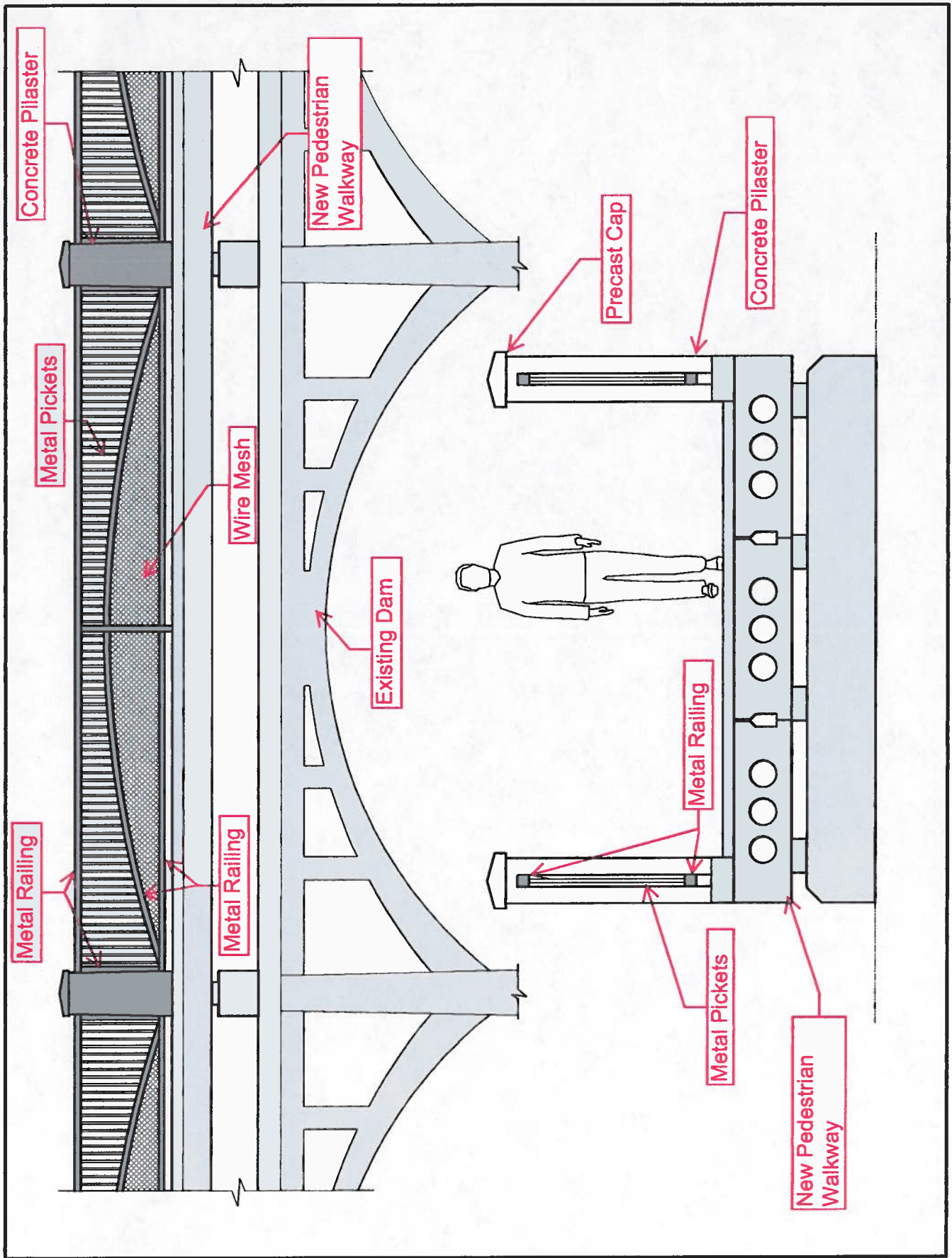
**DISCUSSION/FINDINGS:**

The District has been in negotiations with Caltrans for several years to secure an agreement that describes their commitment to funding the cost of a replacement service bridge on the dam after the old highway bridge is removed. In anticipation of an agreement the District has already completed preliminary engineering design work to identify the basic construction type and has evaluated possible railing designs. The basic service bridge design will include a 12-foot wide pre-stressed pre-cast concrete deck. An architectural railing design already approved by Caltrans, includes concrete pilasters above each dam buttress and wire mesh and vertical steel pickets between (see attached). Caltrans has reviewed and cleared the replacement bridge construction for the appropriate State and Federal environmental regulations. In response to requests by Staff Simon Wong Engineers has prepared the attached proposal in the amount of \$138,000 (excluding \$4,500 for additional railing alternatives that has already been completed), for detailed engineering design services, including preparing plans, specifications and a cost estimate that will satisfy Caltrans requirements. The proposed scope of work includes construction support but not construction inspection. Simon Wong Engineers estimates they will need about 12 weeks to complete their work. At the 65% design drawing stage the plans will be discussed in person with Division of Safety of Dams engineers in Sacramento in hopes of expediting their review and approval process. Providing all schedules go well, the replacement service bridge could be under construction by February 2011.

**OTHER AGENCY INVOLVEMENT:** Caltrans, Division of Safety of Dams and US Forest Service

**FINANCING:** Funding for this work will come from the Dam Repair Fund. In Fiscal Year 2009-10 the District budgeted \$40,000 from the Dam Repair Fund for this work but only spent \$4,500. In the current Fiscal Year (2010-11) the District budgeted \$100,000 for this effort.

Submitted by: Scott Heule, General Manager



## **CONSULTANT AGREEMENT**

As of October 21, 2010, the **Big Bear Municipal Water District**, hereinafter called "Big Bear," and Simon Wong Engineering, hereinafter called "Consultant," agree as follows:

### **Section 1. Purpose**

Under this Agreement, the Consultant shall provide the Advanced Planning Studies for the pedestrian bridge that is to be supported on the existing Bear Valley Dam structure.

### **Section 2. Services**

The Consultant shall, in good workmanlike and professional manner, furnish the technical, administrative, professional and other labor, supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

### **Section 3. Consideration**

(a) The District shall compensate Consultant on a fixed fee basis, contingent on satisfactory performance of the work. The aggregate payments under this Agreement shall not exceed \$138,000 (excludes \$4,500 for additional railing alternatives).

(b) The Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice and supporting documentation. The District shall pay the Consultant within thirty (30) days of invoice being submitted.

### **Section 4. Term**

This Agreement shall commence on the date above written, and shall continue until completion of the services described above. Either party may terminate this Agreement on thirty (30) days' written notice.

### **Section 5. Ownership of Data, Reports, and Documents**

The Consultant shall deliver to the District on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the District. If the District uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The

District may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

#### **Section 6. Subcontracts**

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the District. Except as otherwise specifically approved by the District, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the District by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied or created between the District and any subcontractor with respect to services under this Agreement.

#### **Section 7. Independent Contractor**

The Consultant is an independent contractor, and not an employee of the District.

#### **Section 8. Indemnification**

Consultant shall defend, indemnify, and hold harmless the District, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents.

#### **Section 9. Insurance**

(a) The Consultant shall procure and maintain, for the duration of this Agreement insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance with the statutory Workers' Compensation limits as required by the Labor Code of the State of California, and \$1,000,000 per accident for bodily injury and disease Employers Liability. The Consultant and all subcontractors shall cover or insure all of their employees working on or about the construction site regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The District and its Board Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the District, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the District shall be excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the District, its Board Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the District, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the District under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the District, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the District.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the District evidence of insurance as required above from an insurer or insurers

certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required in above shall be attached to the Certificate of Insurance at the time it is filed with the District. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the District has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The District reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the District as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the District.

#### **Section 10. Integration**

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 11. Governing Law**

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

**Section 12. Attorney Fees**

The prevailing party in an action or proceeding arising from or related to this Agreement shall be entitled to recover actual attorney fees, expenses and costs incurred as part of the action or proceeding.

**IN WITNESS WHEREOF**, the parties hereby have caused this Agreement to be executed the date first above written.

**APPROVED:**  
**Big Bear Municipal Water District**

By: \_\_\_\_\_  
Scott Heule, General Manager

**APPROVED:**  
**Simon Wong Engineering**

By: \_\_\_\_\_  
James Frost, P.E., Vice President

Attest:

By: \_\_\_\_\_  
Vicki Sheppard, Board Secretary

**BIG BEAR MUNICIPAL WATER DISTRICT  
REPORT TO BOARD OF DIRECTORS**

**MEETING DATE: OCTOBER 21, 2010**

**AGENDA ITEM: 6D**

**SUBJECT: DISCUSSION AND POSSIBLE ACTION ON FORMATION OF MWD NON-PROFIT FOUNDATION**

**RECOMMENDATION:**

The General Manager and the Foundation Ad-Hoc Committee recommend that the Board direct the Ad-Hoc Committee and District Counsel to begin preparing the Foundation paperwork

**DISCUSSION/FINDINGS:**

The Board reviewed a second draft white paper describing objectives, duties and operation of a future MWD Foundation at the meeting on September 16, 2010 (copy attached). Board members were asked to comment to the General Manager if they had additions or suggested changes to the paper. None have been received. The Committee indicates that the MWD Board should be looking to appoint Foundation Directors who are high caliber, quality people, who can and will bring their energy and expertise to support the programs and policies of the Big Bear Municipal Water District through volunteer work and fundraising. The Committee recommends that each Board member submit a prioritized list of three or four potential candidates from their Division who they believe would make good Foundation Directors to the General Manager. The lists would be compiled and then distributed to the full Board for their consideration. After the full Board approves a list of up to ten candidates, Board members will ask their nominees to become members of the Foundation Board. If the approach that the MWD Foundation Ad-Hoc Committee has proposed is acceptable they recommend authorizing District Council to draft Foundation By-Laws and 501(C) 3 Non-profit filing paperwork. Once the By-Laws have been prepared and conceptually approved by the MWD Board the Foundation Board would be asked to select a name and review and suggest any edits or modifications to the By-Laws for consideration by the MWD Board.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** None

Submitted by: Scott Heule, General Manager



## MWD Foundation

Rough Draft 09-13-10

The Mission of the MWD Foundation is to support the policies and priorities of the Big Bear Municipal Water District through: public education, volunteer support, fundraising and development, and key project financial support.

1. The purpose of the MWD Foundation will be to:
  - a. Provide volunteers as needed for District special events such as Kool Kids, Shoreline Cleanup and Carp Roundup
  - b. Raise funds and write grant applications for MWD Board approved projects such as capital improvements, fisheries, invasive species control/protection
2. The MWD Foundation Board of Directors will be appointed by the MWD Board of Directors, two from each MWD Division (up to ten) for two year terms and will serve the interests of the MWD Board of Directors and MWD policies, priorities and regulations.
3. The Foundation Board meetings will be conducted transparently in accordance with the State of California Brown Act rules for meeting notices, agendas etc.
4. The Foundation Board will elect or appoint officers including but not limited to President, Vice President, Recording Secretary and Treasurer. Foundation Board can form subcommittees to accomplish certain tasks such as shoreline cleanup, Quagga inspections, launch ramp traffic control etc.
5. The Foundation Board is encouraged to develop selection criteria and recruit interested volunteers from the community to assist in carrying out the work of the Foundation.
6. The MWD Foundation will provide their own administrative support and will not rely on District office equipment or supplies or employees to carry out their mission.
7. Liaison with the MWD Board will be facilitated by one MWD Director appointed by the MWD Board President and the MWD General Manager who will attend monthly Foundation Board meetings. The assigned liaison MWD Board Member and the MWD General Manager will advise the Foundation Board regarding minimum qualifications and performance expectations for volunteers who may take part in District special events and activities.
8. The Foundation may reimburse Foundation members for direct expenses incurred as part of their approved activities on behalf of the Foundation. Valid receipts must accompany all reimbursement requests. No compensation, stipend, per diem or other remuneration for service on behalf of the Foundation will be given.
9. One of the first tasks for the Foundation Board will be to raise approximately \$2000 to pay the expenses associated with preparing and filing of a 501(c)-3 non-profit foundation incorporation paperwork.