

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
August 18, 2011

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

Next Resolution Number: 2011-07

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 August 4, 2011
 - B. Warrant List dated August 11, 2011 for \$147,786.73
 - C. Consider approval of a special event permit for the Antique & Classic Boat Show to be held August 18th through August 21st
- 6. BUSINESS**
 - A. Consider approval of Consent to Assignment; lessor, lessee, and lender agreement; and estoppel statements, Big Bear Marina
 - B. Consider denial of a request to recognize and validate the shorezone alteration permit issued April 1993 and permit 2001-07 for Marina Point Associates
- 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

Conference with Legal Counsel:

Potential litigation: Santa Ana Sucker Task Force vs. U.S. Department of the Interior and U.S. Fish and Wildlife Service

12. ADJOURNMENT

NEXT MEETING: Open Session at 1:00 P.M.
Thursday, September 1, 2011
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, AUGUST 4, 2011**

CALL TO ORDER

President Suhay called the Open Session to order at 1:00 PM. Those in attendance included Director Murphy, Director Fashempour, Director Eminger, Director Smith, General Manager Scott Heule, Lake Manager Mike Stephenson, and Board Secretary Vicki Sheppard.

REPORTS

General Manager, Scott Heule reported that he and Mike Stephenson met with Caltrans and Division of Safety of Dams (DSOD) on Monday regarding the grouting plan at the left abutment of the dam. He explained that the Caltrans geologist was very careful to describe any work Caltrans was paying for as not an improvement to an existing structure or facility but only a remediation for seepage into and around the new bridge foundation. He added that DSOD provided the Caltrans geologist with an excellent education on the grouting process, various grout formulations, testing procedures, and bid items and specifications. He commented that Caltrans still needs to secure bids and respond to DSOD comments on their draft plan before an actual application can be submitted to DSOD for the work. Mr. Heule reported that he, along with Mike Stephenson and Jim Weber, spent time at the dam this morning to figure out where the security fencing needs to go at either end of the dam. He added that it is a little difficult to know the exact alignment because the bridge is still in the way. He explained that Jim Weber marked the alignment with white paint. He added that Mike Stephenson will meet on site with Ray Stokes of Caltrans to show him exactly what we need them to construct. Mr. Heule reported that he attended the Santa Ana Suckerfish Task Force meeting yesterday at San Bernardino Valley Municipal Water District (Muni). He explained that a draft complaint has been prepared for filing in Federal Court probably by mid September. He commented that he will be meeting with the Administrative Committee to go over the details in anticipation of the full Board taking action on the complaint at the meeting on August 18th. He explained that he advised the Task Force that he presumed the District would approve moving forward with the lawsuit and direct Wayne Lemieux to sign the complaint on our behalf. He stated that, based on the comments from yesterday, all task force members (agencies and cities) are approving the complaint within the next couple weeks with the exception of Corona that does not meet again until September. Mr. Heule briefly went over a summary of financial receipts for FY 2010-11 explaining that administrative revenue is \$17,361 under budget; property tax is \$234,303 under budget; dock licenses, boat permits, RV park, Marina compensation is \$82,896 over budget; and overall revenue was \$168,768 lower than was budgeted. He explained that Carrie Shirreffs is having hardware problems that should be fixed by the time the Budget & Finance Committee meets next week to report on year end expenses.

Lake Manager, Mike Stephenson reported that the harvester is still scooping up dead weeds and has taken over 60 loads out of the lake. He added that some native weeds have also been harvested (at the request of lakefront homeowners and at their expense). He explained that weed complaints are minimal. He reported on the upcoming Kool Kids program (August 17th & 24th) adding that there will be more children this year due to increased enrollment at the local elementary schools. He added that one of the sessions will be quite crowded. Mr. Stephenson reported that staff is in "carp mode" and have been very productive. Director Murphy asked where they got their best results collecting carp. Mr. Stephenson stated that they have had good

luck east of Eagle and at China Gardens and also at the swim beach area. He stated that Metcalf is okay adding that Grout Bay has not been very productive. He commented that the east end is by far the most productive. He reported that the weed census is very close to being complete. He explained that he is getting depths as well, thinking that information might prove valuable in the future. Mr. Stephenson explained that staff is making progress at the Trout Pond doing weed abatement and transporting it all to the dump. He reported that the District may have to pay to have the RV hauled away explaining that all the offers to take it away have fallen through. Director Murphy suggested he contact the County and see if they have an abandoned vehicle authority that might come and take it away. Mr. Stephenson thanked Director Murphy stating that he would look into it. He reported that the fish for Kool Kids will be arriving next week. He explained that because of the large number of children this year (150 children one day and 96 children the next day) he hopes that the Directors can again help out. Director Eminger and Director Murphy explained that they would not be available on the 24th but would be available on the 17th.

APPROVAL OF CONSENT CALENDAR

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

- Minutes of a Regular Meeting of July 21, 2011
- Warrant List dated August 1, 2011 for \$54,874.32

President Suhay announced that item 6A would be pulled from the agenda. Mr. Heule explained that the item will be discussed further at an Administrative Committee meeting next week and will most likely be included at the next full Board Meeting on August 18th.

PUBLIC FORUM

Larry Cooke, Big Bear Lake, commented on the new bridge suggesting that we should try and keep sections of the railing and balusters from the old bridge for historical purposes. Director Smith stated that we have talked to everyone, including the Historical Society, regarding this and no one can come up with any money to help. Director Fashempour explained that the District spent many hours looking into options and consulting with the community for other alternatives but "then Caltrans dropped the bomb" and they will not save any part of the old bridge.

Jack Williams, Big Bear Lake, congratulated lake patrol for controlling speeding boats after dark. He stated that he has seen carp hanging around the Pine Knot Marina area. He asked about noisy boats and noise limits. Mr. Stephenson explained noise limits and the testing equipment that the District uses commenting that the District does not have a local ordinance that supersedes the California Boating Law regulations.

ANNOUNCEMENTS

Mr. Heule reminded the Directors of the Staff Summer BBQ scheduled for Sunday, September 11th.

DIRECTOR COMMENTS

Director Eminger commented that "mother nature" deserves a thank you because the lake is up one more inch and the trees and flowers are gorgeous. Director Murphy reported that the Doo Dah Parade was very successful.

ADJOURNMENT

There being no further business, the meeting was adjourned at 1:30 P.M.

TOUR THE LAKE AND MWD FACILITIES

After the meeting was adjourned, the group met at the courtesy dock to board a District boat for a tour of the lake.

NEXT MEETING

Open Session at 1:00 P.M.
Thursday, August 18, 2011
Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA

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, 08/01/11 to 08/10/11
 Account 10010-00-001, Sessions 000000 to 002385

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------------------------------|---|----------|------|-----------|---------|------------|----------|
| Checking Account: 10010-00-001 | | | | | | | |
| 149555 | CNTYRE / Recorder / County Clerk | 08/04/11 | 2 | WHEELER | 002374 | EASEDEED | 21.00 |
| CNTYRE Subtotal : | | | | | | | 21.00 |
| 149556 | BVELEC / Bear Valley Electric | 08/10/11 | 2 | 05312011 | 002378 | UTIL-DAM | 70.60 |
| 149556 | | 08/10/11 | 2 | 06242011 | 002378 | UTIL-DAM | 196.07 |
| 149556 | | 08/10/11 | 2 | 06242011B | 002378 | UTIL-DAM | 10.67 |
| 149556 | | 08/10/11 | 2 | 06242011C | 002378 | UTILAERATO | 609.75 |
| 149556 | | 08/10/11 | 2 | 06242011D | 002378 | UTIL-MAIN | 11.18 |
| 149556 | | 08/10/11 | 2 | 06302011 | 002378 | UTIL-DAM | 68.46 |
| BVELEC Subtotal : | | | | | | | 966.73 |
| 149557 | ACWA/J / ACWA AUTO & GEN LIABILITY | 08/10/11 | 2 | 10012011 | 002383 | AUTGENLIAB | 39145.00 |
| ACWA/J Subtotal : | | | | | | | 39145.00 |
| 149558 | ACWAHB / ACWA Health Benefits Authority (H) | 08/10/11 | 2 | 09012011 | 002383 | HEALTHINS | 20007.12 |
| ACWAHB Subtotal : | | | | | | | 20007.12 |
| 149559 | BBDSPL / Big Bear Disposal | 08/10/11 | 2 | 260777 | 002383 | UTIL-MAIN | 296.86 |
| BBDSPL Subtotal : | | | | | | | 296.86 |
| 149560 | BBPROD / BIG BEAR PRODUCTIONS | 08/10/11 | 2 | 08092011 | 002383 | WEBVIDEOPR | 8800.00 |
| BBPROD Subtotal : | | | | | | | 8800.00 |
| 149561 | BMARIN / Big Bear Marina | 08/10/11 | 2 | 10311144 | 002383 | PETRO-BOAT | 1918.28 |
| 149561 | | 08/10/11 | 2 | 10311145 | 002383 | PETRO-BOAT | 1317.20 |
| 149561 | | 08/10/11 | 2 | 10311146 | 002383 | PETRO-BOAT | 1761.34 |
| BMARIN Subtotal : | | | | | | | 4996.82 |
| 149562 | BRP / BRP US INC. | 08/10/11 | 2 | 1908302 | 002383 | PATROL | 124.62 |
| BRP Subtotal : | | | | | | | 124.62 |
| 149563 | BUTCHR / Butcher's Block & Building Materi | 08/10/11 | 2 | 80848 | 002383 | EQUPMMAINT | 43.52 |
| 149563 | | 08/10/11 | 2 | 80955 | 002383 | SHOPMAINT | 4.91 |
| 149563 | | 08/10/11 | 2 | 81720 | 002383 | JANIT SS | 9.14 |
| 149563 | | 08/10/11 | 2 | 82041 | 002383 | SHOPMAINT | 9.15 |
| 149563 | | 08/10/11 | 2 | 82432 | 002383 | SMTTOOLS | 30.57 |
| BUTCHR Subtotal : | | | | | | | 97.29 |
| 149564 | BVELEC / Bear Valley Electric | 08/10/11 | 2 | 07082011A | 002383 | UTIL-RV | 3470.94 |
| 149564 | | 08/10/11 | 2 | 07082011B | 002383 | UTIL-MAIN | 2907.28 |
| 149564 | | 08/10/11 | 2 | 07082011C | 002383 | UTIL-MAIN | 189.92 |

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, 08/01/11 to 08/10/11
 Account 10010-00-001, Sessions 000000 to 002385**

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------------------------|--------------------------------------|----------|------|------------|---------|------------|----------------|
| 149564 | | 08/10/11 | 2 | 07252011 | 002383 | UTIL-RAMP | 250.07 |
| 149564 | | 08/10/11 | 2 | 07272011A | 002383 | UTIL-DAM | 304.58 |
| 149564 | | 08/10/11 | 2 | 07272011B | 002383 | UTIL-DAM | 11.57 |
| 149564 | | 08/10/11 | 2 | 07272011C | 002383 | UTILAERATO | 1200.07 |
| 149564 | | 08/10/11 | 2 | 07272011D | 002383 | UTIL-MAIN | 11.90 |
| 149564 | | 08/10/11 | 2 | 07292011 | 002383 | UTIL-DAM | 70.75 |
| BVELEC Subtotal : | | | | | | | 8417.08 |
| 149565 | BYRDIN / Byrd Industrial Electronics | 08/10/11 | 2 | 707-11 | 002383 | DAM MAINT | 984.92 |
| BYRDIN Subtotal : | | | | | | | 984.92 |
| 149566 | CASH / Victoria Moore /Petty Cash | 08/10/11 | 2 | 08102011 | 002383 | PETTYCASH | 186.86 |
| CASH Subtotal : | | | | | | | 186.86 |
| 149567 | CCONNE / CONNELLY PUMPING SERVICES | 08/10/11 | 2 | 10912 | 002383 | SSPUMPING | 250.00 |
| CCONNE Subtotal : | | | | | | | 250.00 |
| 149568 | CHARTE / CHARTER COMMUNICATIONS | 08/10/11 | 2 | 07162011 | 002383 | PHONE-NET | 274.99 |
| CHARTE Subtotal : | | | | | | | 274.99 |
| 149569 | CHEMPA / CHEM PAK PRODUCTS | 08/10/11 | 2 | 73455 | 002383 | JANITSUPPL | 58.12 |
| CHEMPA Subtotal : | | | | | | | 58.12 |
| 149570 | CHOATE / PETER CHOATE | 08/10/11 | 2 | 07302011 | 002383 | QUAGGA | 102.29 |
| CHOATE Subtotal : | | | | | | | 102.29 |
| 149571 | COLA / Los Angeles Coca Cola BTL CO | 08/10/11 | 2 | 2285092906 | 002383 | | 332.75 |
| COLA Subtotal : | | | | | | | 332.75 |
| 149572 | COMPVI / Computer Village | 08/10/11 | 2 | 122359 | 002383 | COMPTRCONS | 500.00 |
| COMPVI Subtotal : | | | | | | | 500.00 |
| 149573 | COMSER / ComSerCo | 08/10/11 | 2 | 5040414 | 002383 | RADIOMOBLO | 116.37 |
| 149573 | | 08/10/11 | 2 | 5MA502323 | 002383 | RADSVCCONT | 255.00 |
| COMSER Subtotal : | | | | | | | 371.37 |
| 149574 | DIRCTV / DIRECTV | 08/10/11 | 2 | 1564064708 | 002383 | UTIL-RV | 157.49 |
| DIRCTV Subtotal : | | | | | | | 157.49 |
| 149575 | DISH / Dish Network | 08/10/11 | 2 | 08042011 | 002383 | UTIL-MAIN | 55.99 |
| DISH Subtotal : | | | | | | | 55.99 |
| 149576 | DIVERS / Diversified Products, Inc. | 08/10/11 | 2 | 1203700600 | 002383 | PATROL | 85.35 |

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, 08/01/11 to 08/10/11
 Account 10010-00-001, Sessions 000000 to 002385**

| <u>Check</u> | <u>Payment / Vendor Information</u> | <u>Ck Date</u> | <u>Prty</u> | <u>Invoice</u> | <u>Session</u> | <u>Reference</u> | <u>Amount</u> |
|---------------------------|--------------------------------------|----------------|-------------|----------------|----------------|------------------|-----------------|
| DIVERS Subtotal : | | | | | | | 85.35 |
| 149577 | DWP / Department of Water and Power | 08/10/11 | 2 | 07212011 | 002383 | UTIL-TROUT | 81.32 |
| 149577 | | 08/10/11 | 2 | 07282011A | 002383 | UTIL-MAIN | 206.58 |
| 149577 | | 08/10/11 | 2 | 07282011B | 002383 | UTIL-MAIN | 14.60 |
| 149577 | | 08/10/11 | 2 | 07282011C | 002383 | UTIL-MAIN | 48.12 |
| 149577 | | 08/10/11 | 2 | 07282011D | 002383 | UTIL-RAMPS | 390.68 |
| 149577 | | 08/10/11 | 2 | 07282011E | 002383 | UTIL-RAMPS | 19.47 |
| 149577 | | 08/10/11 | 2 | 07282011F | 002383 | UTIL-TROUT | 80.22 |
| DWP Subtotal : | | | | | | | 840.99 |
| 149578 | EADIEP / Eadie & Payne | 08/10/11 | 2 | 117377 | 002383 | PROFSVCS | 10379.80 |
| EADIEP Subtotal : | | | | | | | 10379.80 |
| 149579 | ENVICHE / Enviro-Chem, Inc | 08/10/11 | 2 | 1107246 | 002383 | CONTAMINAT | 100.00 |
| ENVICHE Subtotal : | | | | | | | 100.00 |
| 149580 | HAUPT / Ralph W. Haupt | 08/10/11 | 2 | 6020 | 002383 | PETRO-AUTO | 139.34 |
| 149580 | | 08/10/11 | 2 | 6022 | 002383 | PETRO-AUTO | 120.93 |
| HAUPT Subtotal : | | | | | | | 260.27 |
| 149581 | HELMUT / Helmut's Marine Service | 08/10/11 | 2 | 2958 | 002383 | PATROL | 4461.70 |
| HELMUT Subtotal : | | | | | | | 4461.70 |
| 149582 | HOLLOW / Holloway's Marina & RV Park | 08/10/11 | 2 | 20149 | 002383 | ELECTRO | 46.55 |
| HOLLOW Subtotal : | | | | | | | 46.55 |
| 149583 | IDEARC / SUPERMEDIA LLC | 08/10/11 | 2 | 07192011 | 002383 | PHONE-WEB | 29.95 |
| 149583 | | 08/10/11 | 2 | 08012011 | 002383 | PHONE-MAIN | 65.50 |
| IDEARC Subtotal : | | | | | | | 95.45 |
| 149584 | LEMIEU / LEMIEUX & O'NEILL | 08/10/11 | 2 | 20-022M 11 | 002383 | LEGAL CC | 40.00 |
| 149584 | | 08/10/11 | 2 | 20-999M144 | 002383 | LEGALRETAN | 3500.00 |
| LEMIEU Subtotal : | | | | | | | 3540.00 |
| 149585 | LUDECK / Ludecke's Electric Service | 08/10/11 | 2 | 6261 | 002383 | WTRSHDEQMT | 340.00 |
| LUDECK Subtotal : | | | | | | | 340.00 |
| 149586 | MASTER / FIRST BANKCARD CENTER | 08/10/11 | 2 | 0729112328 | 002383 | MASTER320 | 974.23 |
| MASTER Subtotal : | | | | | | | 974.23 |
| 149587 | | 08/10/11 | 2 | 0729113378 | 002383 | MASTER102 | 682.15 |
| MASTER Subtotal : | | | | | | | 682.15 |

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, 08/01/11 to 08/10/11
 Account 10010-00-001, Sessions 000000 to 002385**

| Check | Payment / Vendor Information | Ck Date | Prty | Invoice | Session | Reference | Amount |
|--------------------------|---|----------|------|------------|---------|------------|-----------------|
| 149588 | MCMSTR / McMaster-Carr Supply Co. | 08/10/11 | 2 | 91433983 | 002383 | FACILMAINT | 80.22 |
| 149588 | | 08/10/11 | 2 | 91486845 | 002383 | FACILMAINT | 14.48 |
| 149588 | | 08/10/11 | 2 | 91672055 | 002383 | FACILMAINT | 626.87 |
| MCMSTR Subtotal : | | | | | | | 721.57 |
| 149589 | MCOYBR / Mountain Water Company | 08/10/11 | 2 | 19688 | 002383 | UTIL-RAMPS | 206.00 |
| 149589 | | 08/10/11 | 2 | 19726 | 002383 | UTIL-RAMPS | 131.00 |
| 149589 | | 08/10/11 | 2 | 19737 | 002383 | UTIL-RAMPS | 45.55 |
| 149589 | | 08/10/11 | 2 | 19807 | 002383 | UTIL-RAMPS | 100.00 |
| MCOYBR Subtotal : | | | | | | | 482.55 |
| 149590 | MIHOLI / BILL MIHOLICH | 08/10/11 | 2 | 3770 | 002383 | PERMITS | 90.00 |
| MIHOLI Subtotal : | | | | | | | 90.00 |
| 149591 | MWH / MWH America, Inc. | 08/10/11 | 2 | 1411809 | 002383 | PROFSVCS | 20094.92 |
| MWH Subtotal : | | | | | | | 20094.92 |
| 149592 | NALMS / N.AMERICAN LAKE MANAGEMENT SOCIET | 08/10/11 | 2 | IND7191163 | 002383 | MEMBERSHIP | 55.00 |
| NALMS Subtotal : | | | | | | | 55.00 |
| 149593 | NAPA / McConnell Motor Parts Inc. | 08/10/11 | 2 | 035722 | 002383 | PATROL | 257.37 |
| 149593 | | 08/10/11 | 2 | 035862 | 002383 | PATROL | 43.71 |
| 149593 | | 08/10/11 | 2 | 038997 | 002383 | PATROL | 16.90 |
| 149593 | | 08/10/11 | 2 | 039060 | 002383 | QUAGGA | 7.82 |
| 149593 | | 08/10/11 | 2 | 039139 | 002383 | PATROL | 50.68 |
| 149593 | | 08/10/11 | 2 | 039549 | 002383 | PATROL | 6.45 |
| 149593 | | 08/10/11 | 2 | 040369 | 002383 | PATROL | 19.19 |
| NAPA Subtotal : | | | | | | | 402.12 |
| 149594 | NOCONT / NO CONTRACT VOIP | 08/10/11 | 2 | 0002441 | 002383 | PHONE-MAIN | 141.32 |
| NOCONT Subtotal : | | | | | | | 141.32 |
| 149595 | PERS / Public Employees' Retirement Syst | 08/10/11 | 2 | 071104 | 002383 | PERS | 4882.71 |
| PERS Subtotal : | | | | | | | 4882.71 |
| 149596 | PITNEY / Purchase Power | 08/10/11 | 2 | 07192011 | 002383 | POSTAGE | 44.36 |
| PITNEY Subtotal : | | | | | | | 44.36 |
| 149597 | QUILL / Quill Corporation | 08/10/11 | 2 | 5544562 | 002383 | OFFICSUPPL | 86.04 |
| 149597 | | 08/10/11 | 2 | 5812404 | 002383 | OFFICSUPLS | 23.14 |
| QUILL Subtotal : | | | | | | | 109.18 |

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, 08/01/11 to 08/10/11
 Account 10010-00-001, Sessions 000000 to 002385**

| <u>Check</u> | <u>Payment / Vendor Information</u> | <u>Ck Date</u> | <u>Prity</u> | <u>Invoice</u> | <u>Session</u> | <u>Reference</u> | <u>Amount</u> |
|--|--|----------------|--------------|----------------|----------------|------------------|------------------|
| 149598 | ROTARY / Rotary Club of Big Bear Lake | 08/10/11 | 2 | 136 | 002383 | MEMBERSHIP | 10.00 |
| 149598 | | 08/10/11 | 2 | 181 | 002383 | MEMBERSHIP | 22.00 |
| 149598 | | 08/10/11 | 2 | 250 | 002383 | MEMBERSHIP | 57.00 |
| 149598 | | 08/10/11 | 2 | 77 | 002383 | MEMBERSHIP | 25.00 |
| ROTARY Subtotal : | | | | | | | 114.00 |
| 149599 | SEPRO / Sepro Corporation | 08/10/11 | 2 | 10-5196 | 002383 | AQUADOCKS | 170.00 |
| SEPRO Subtotal : | | | | | | | 170.00 |
| 149600 | TIFCO / Tifco Industries | 08/10/11 | 2 | 70700153 | 002383 | SHOPMAINT | 179.80 |
| TIFCO Subtotal : | | | | | | | 179.80 |
| 149601 | TRANST / TRANSTECH MAPCO CORPORATE OFFICE | 08/10/11 | 2 | 11-139-01 | 002383 | PROFSVCS | 550.00 |
| TRANST Subtotal : | | | | | | | 550.00 |
| 149602 | UPS / UPS | 08/10/11 | 2 | F33Y11311 | 002383 | SHIPWATER | 504.29 |
| UPS Subtotal : | | | | | | | 504.29 |
| 149603 | VERIZO / Verizon California | 08/10/11 | 2 | 07252011 | 002383 | PHONE-WS | 30.50 |
| 149603 | | 08/10/11 | 2 | 07282011 | 002383 | PHONE-DAM | 40.25 |
| 149603 | | 08/10/11 | 2 | 08012011A | 002383 | PHONE-MAIN | 412.84 |
| 149603 | | 08/10/11 | 2 | 08012011B | 002383 | PHONE-RAMP | 56.37 |
| 149603 | | 08/10/11 | 2 | 08012011C | 002383 | PHONE-RAMP | 50.21 |
| 149603 | | 08/10/11 | 2 | 08022011D | 002383 | PHONE-RAMP | 44.03 |
| VERIZO Subtotal : | | | | | | | 634.20 |
| 149604 | XEROX / Xerox Corporation | 08/10/11 | 2 | 056461497 | 002383 | COPIERLEAS | 656.92 |
| XEROX Subtotal : | | | | | | | 656.92 |
| 149605 | FRESHW / Freshwater Fish Company | 08/10/11 | 2 | PO14789 | 002385 | FISHREARIN | 10000.00 |
| FRESHW Subtotal : | | | | | | | 10000.00 |
| Total For Check Account: 10010-00-001 | | | | | | | 147786.73 |
| Check Register Total : | | | | | | | 147786.73 |

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

MEETING DATE: August 18, 2011

AGENDA ITEM: 5C

SUBJECT:

CONSIDER APPROVAL OF A SPECIAL EVENT PERMIT FOR THE ANTIQUE AND CLASSIC BOAT SHOW TO BE HELD AUGUST 18th THROUGH AUGUST 21st

RECOMMENDATION:

The Lake Manager and the Operations Committee (Director Suhay and Murphy) recommend approval of this permit.

DISCUSSION/FINDINGS:

This popular event has been held for many years on Big Bear Lake and is scheduled for the weekend of August 18 through the 21, 2011 and will be held at B's Backyard BBQ docks. They anticipate 25 to 30 participants and potentially 3000 spectators. The Committee recommends approval of the event with the following additional conditions.

- A designated Safety Officer shall be on duty to regulate the dock systems in order to avoid overloading and risk of spectator injury or falls while the docks are open for spectator visitation.
- One five pound ABC type fire extinguisher shall be placed at a central location on each dock system used during the event.
- The Safety Officer will meet onsite with a Lake Patrol Officer to discuss safety issues twice on Friday and twice on Saturday.

All other normal permit requirements shall apply including taking costs for Lake Patrol services out of the \$500 deposit for the event.

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

SPECIAL EVENT PERMIT FOR BIG BEAR LAKE

As of Big Bear Municipal Water District (hereinafter "District") grants a Special Event Permit to (hereinafter "Permittee") as follows:

Section 1. Event Described

Permittee may conduct only the event described on Exhibit "A", attached hereto and hereby incorporated by this reference. Permittee shall comply with laws, rules and regulations applicable to the event.

Section 2. Fees and Deposits

Within 30 days before the event: the Permittee shall pay the District \$100.00 to cover the cost of processing this Permit, and the Permittee shall deposit \$500.00 with the District to cover the cost of clean-up and other added expenses incurred by the District if Permittee fails to comply with this Permit. The part of the deposit, if any, not used by the District shall be refunded to the Permittee within 30 days after the event. The attached Fee Schedule (Exhibit "B") details rates for special services.

Section 3. Indemnification

A. Permittee shall indemnify and hold harmless and defend District, its officers, agents, employees and volunteers from and against: cost, liability and damages, including attorney's fees and litigation costs, arising out of any act or omission to, including any negligent act, or omission to act, by Permittee, its officers, agents, employees or volunteers arising out of activities permitted herein.

B. Permittee shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Section 4. Insurance

A. Permittee shall cause the District, its officers, agents and employees to be named as an additional or co-insurance under policies of commercial general liability insurance as broad as the following:

1. General Liability - one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, employees, agents and volunteers.
3. The permittee's insurance shall be primary insurance as respects the District, its officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the District, its officers, employees, agents and volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.
5. The permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Such liability insurance shall indemnify the permittee against loss from liability imposed by law upon, or assumed under contract by, the permittee for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.
7. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District which includes a cross-liability clause, and covers bodily injury and property damage liability, blanket contractual liability and completed operations liability.
8. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
9. The insurer shall have a current A.M. Best's rating of no less than A-:VII or equivalent.

- B. If applicable, the permittee shall cover or insure under the applicable laws relating to:
1. Workers' compensation insurance, all of their employees working on or about the event, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the permittee shall defend, protect and save harmless the District, its officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the permittee to maintain such insurance. Before beginning work, permittee shall furnish to the District satisfactory proof that he has taken out for the period covered by the event, full compensation insurance for all persons employed directly by him in the event contemplated under this contract, has been obtained in accordance with the "Workers' Compensation and Insurance Act".
 2. The permittee shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

C. Prior to execution of the contract, the permittee shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (endorsement form or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). If such proof is not received 30 days prior to the event, the event may be canceled by the District's General Manager. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date. The insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

Section 5. Safety Regulations

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county or local agencies asserting jurisdiction. The Permittee shall attend two meetings with District representatives prior to the event described as follows:

A. Permit compliance meeting: Permittee shall demonstrate that all permit conditions have been met.

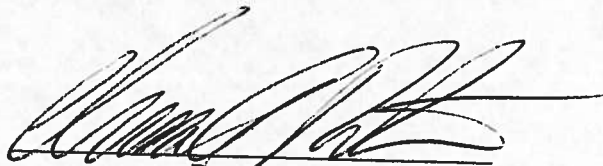
B. Skipper's and/or Safety meeting: Event organizers and participants shall meet with District representatives to have any questions answered and to receive an update of current Lake conditions which may affect event activities.

Section 6. Conditions

The Permittee shall comply with the conditions set forth on Exhibit C attached hereto and hereby incorporated by this reference.

Accepted by:

8/5/11
Date


Permittee

Date

General Manager

EXHIBIT A

DESCRIPTION OF EVENT

1. Name of Event: ANTIQUE & CLASSIC BOAT SHOW
2. Location: B' BACKYARD BBQ & BOATYARD
3. Date(s): AUG 18, 19, 20, 21 2011
4. Describe Event: SHOWING (PUBLIC FREE) OF ANTIQUE & CLASSIC BOATS
5. Estimated Number of Participants: & POKER RUN
25-30 BOATS
6. Estimated Number of Spectators: 3000
7. Method of Limiting Attendance: ENTER THROUGH DOCK RAMPS
8. Method of Trash Collection and Disposal: EXISTING TRASH CONTAINERS
9. Proposed First-Aid Services: LOCAL FIRST AID
10. Proposed Security Services: SAFETY OFFICER
NIGHT SECURITY, EVENING SECURITY
11. Proposed Fire Protection Services: BBL FIRE
12. Proposed Sanitation Facilities: EXISTING PORTABLE TOILETS, RESTAURANTS
13. Parking Arrangements: CARS AT B'S, & ROBINHOOD, TRAILERS IN BARRETT
PARKING LOT
14. Name, Address and Telephone Number of Person Available Before and During Event with Authority to Control Event:
CHARLES BREWSTER 909-844-5337
CRAIG BREWSTER 909 844-5338
CHARLES BREWSTER JOHN GORZIK 909 866-5400
15. Perimeter control, if applicable: N/A

EXHIBIT B

FEE SCHEDULE

1. APPROVED SPECIAL EVENTS (except filming/photos):

| | |
|--------------------------------|--|
| Lake usage fee: Non-commercial | -0- |
| Commercial | \$200/event (or 5% of gross, whichever is greater) |

*Lake Patrol or work boat services (one hour minimum):

| | |
|------------------------------|------------|
| Boat with operator | \$110/hour |
| Each additional staff person | \$ 30/hour |

Other services: actual cost

*These fees will be deducted from the deposit where it is determined that additional Lake Patrol, weed harvesting or similar services will be necessary in the interest of health and safety.

2. GROUP SPECIAL EVENT PERMITS

A discounted boat permit fee for approved special events will be available at prevailing fees for the term of the event to those entrants not already having a boat permit. Any entrant participating for less than the full term of the event shall pay the normal daily permit fees. A minimum number of twenty-five special event boat permits shall be issued for the approved event to qualify for this special group rate. A group special event permit shall not be issued for major holidays or holiday weekends. Permittee shall be responsible for the sale of the special event boat permits. Proper remittance from the sale of these permits must be delivered to the District within three (3) days of the conclusion of the special event. Permittee shall be responsible for all permits including any missing permits. All other special event permit processing fees shall apply. Participants may upgrade the special event discounted boat permit to an annual boat permit by paying the difference between the special event permit fee and the annual permit fee. Upgrades to annual permits shall be handled at the District Administration office only.

EXHIBIT C
SPECIAL CONDITIONS

2011 ANTIQUE & CLASSIC BOAT SHOW

1. A designated Safety Officer shall be on duty to regulate the dock systems in order to avoid overloading and risk of spectator injury or falls while the docks are open for spectator visitation.
2. One five pound ABC type fire extinguisher shall be placed at a central location on each dock system used during the event.
3. The Safety Officer will meet onsite with a Lake Patrol Officer to discuss safety issues twice on Friday and twice on Saturday.
4. Permittee is responsible for the sale of the reduced fee Special Event Permits, and must contact the District five (5) days prior to the event date to pick up these permits and coordinate the sale.
5. The organizers shall submit the \$100 non-refundable application fee and the \$500 refundable deposit.

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

MEETING DATE: August 18, 2011

AGENDA ITEM: 6A

SUBJECT:

CONSIDER APPROVAL OF CONSENT TO ASSIGNMENT; LESSOR, LESSEE, AND LENDER AGREEMENT; AND ESTOPPEL STATEMENTS, BIG BEAR MARINA

RECOMMENDATION:

The General Manager and the Administrative Committee (Directors Suhay & Eminger) recommend approval of this agreement.

DISCUSSION/FINDINGS:

Big Bear Marina is refinancing a loan from First Mountain Back to upgrade floating docks in the marina. The Bank is using the Marina business as collateral for the loan. In the event of a default on the loan by the Marina the Bank would step in and take over the Marina business. Big Bear Marina leases the marina license and real property owned by the District. The District is being asked to consent to the assignment of the lease to the Bank only and unless and until there is an event of default under the terms of any of the loan documents Big Bear Marina is securing for the new loan. The Administrative Committee, with the help of District Counsel, has researched a variety of questions directly related to this request, including Big Bear Marina LLC incorporation documents, original and subsequent lease agreements between the District and the marina, and minutes of the marina LLC meetings. A similar assignment was approved by the District at the time Big Bear Marina secured an earlier loan prior to the death of Deborah Hull and then Greg Boll. The Committee recommends that the District approve the consent to assignment as described in the attached document.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager

**CONSENT TO ASSIGNMENT; LESSOR, LESSEE, AND LENDER AGREEMENT; AND
ESTOPPEL STATEMENTS**

This Consent to Assignment; Lessor, Lessee, and Lender Agreement; And Estoppel Statements ("Agreement") is made between **BIG BEAR MUNICIPAL WATER DISTRICT** ("Lessor"), **BIG BEAR MARINA, LLC** ("Lessee"), and **FIRST MOUNTAIN BANK** ("Lender"), as of June 15, 2011 (the "Agreement"). The signatories hereto are sometimes referred to collectively as the "Parties". This Agreement is made with reference to the following facts:

RECITALS

Recital A: Lessor is the original lessor under a Lease and Agreement dated March 1, 1999 ("Lease and Agreement"), an Addendum to Lease and Agreement Between Big Bear Municipal Water District and Big Bear Marina, Inc., dated August 19, 1999 ("Addendum"), and an Amended Lease and Agreement dated October 15, 1999 (the "First Amendment") and a Lease and Agreement Amendment No 3 dated April 5, 2007 (the "Second Amendment," which, together with the First Amendment, shall be referred to herein as the "Amendments") (all of which are collectively referred to hereinafter as the "Lease"). The Lease incorporates the lease of a commercial boat landing permit, a true and correct copy of which is attached to the Lease and Agreement, marked as Exhibit C ("Permit"). Unless otherwise stated, all references to Lease hereinafter includes the lease of the Permit.

Recital B: By the terms-of the Lease, Lessor leased the right to possession of the real properties described in Exhibit A to the Lease and Agreement, the Addendum, and the Amendments (all of which are collectively referred to hereinafter as the "Premises").

Recital C: The leasehold interest under the Lease (prior to execution of the Amendments), which included the leasehold interest in the Permit, was sold and assigned to Gregory F. Boll and Deborah L. Hull, d.b.a. Big Bear Marina, LLC, which sale and assignment was evidenced, in part, by a bill of sale dated September 2, 1999 and by the First Amendment. By a Consent To Assignment, dated May 20, 1999, Lessor consented to the assignment of the leasehold interest under the Lease, including the leasehold interest in the Permit, to Gregory F. Boll and Deborah L. Hull d.b.a. Big Bear Marina, LLC.

Recital D: The rights as lessee under the Lease, including the rights under the Permit, were held by Gregory F. Boll and Deborah L. Hull d.b.a. Big Bear Marina, LLC, who were spouses at the time of the sale and assignment, as community property. Deborah Hull has since deceased intestate.

Recital D: Gregory F. Boll d.b.a. Big Bear Marina, LLC has assigned its interest in the Lease to Lessee pursuant to that certain Assignment of Lease dated as of May 1, 2006. Lessee is the current lessee under the Lease, including the rights under the Permit.

Recital E: In order to finance Lessee's refinancing of a prior loan and the making of distributions, Lender made a loan to Lessee in the amount of \$411,726.57 (Four Hundred Eleven Thousand Seven Hundred Twenty-Six and 57/100) Dollars, as evidenced by that certain

promissory note dated as of May 1, 2006 executed by Lessee in favor of Lender. (The foregoing described loan is hereinafter referred to as the "Original Loan".)

Recital F: As a condition of Lender making the Original Loan to Lessee, Lender required that certain covenants and agreements be agreed upon between the parties as preconditions for approval of the Original Loan and for funding.

Recital G: Additionally, as a further condition for the making of the Original Loan, Lender required that certain assignments and collateral be given to Lender, and that agreements be entered into to clarify and protect the position of Lender to realize upon such collateral in the event of any default (the "Collateral Agreements").

Recital H: Lessor, Lessee, Lender and Gregory G. Boll, d.b.a., Big Bear Marina LLC entered into that certain "Consent to Assignment; Lessor, Lessee, and Lender Agreement; and Estoppel Statements" (the "Original Consent") dated as of May 1, 2006, whereas, among other things, Lessor agreed and consented to the assignments set forth in the Collateral Agreements, as set forth in the Original Consent.

Recital I: Lessee has applied for a modification and renewal of the Original Loan whereas, among other things, the total loan amount will increase to \$316,806.59. (The foregoing described loan is hereinafter referred to as the "New Loan".)

Recital J: Lessee is agreeable to providing the agreements and conditions required by Lender in order to induce Lender to provide the financing requested by Lessee.

Recital K: The Parties are agreeable to entering into this Agreement for purposes of establishing those agreements and the rights of the Parties concerning the collateral to be given by Lessee to Lender.

IT IS NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Recitals A through K are incorporated herein by this reference as though they were set forth in full.**

2. **Agreements between the Parties.**

a. **Lessor Consents.** Lessor agrees to, and consents to, certain assignments, security interests, conveyances, grants of interests, and rights to exercise options concerning the Lease and New Loan as follows:

i) **Assignments to Lender as to New Loan.**

Lessor consents to the following future assignment and agreement for the grant of security interests to Lender, whether occurring prior to, concurrently with, or subsequent to, the execution of this Agreement: Lessee's assignment to Lender of its leasehold interest in the Lease, including the leasehold in the Permit by way of (i) a modification to assignment of lease in a form substantially similar to Exhibit "A" attached hereto; and (ii) a commercial security

agreement in a form substantially similar to Exhibit "B" attached hereto. The foregoing are sometimes referred to hereafter as the "Bank Assignment" and the "Bank Security Agreement".

ii) Terms and Conditions Re Bank Assignment and Bank Security Agreement.

The Parties agree to the following terms and conditions as to the aforementioned Bank Assignment and Bank Security Agreement (sometimes referred to collectively as the "Security Agreements"):

(1) The Parties acknowledge and agree that said assignments and grant of security interests contained in the Security Agreements are for collateral purposes only, and unless and until, (and after the giving of any applicable notice and expiration of any applicable cure periods provided for in the loan documentation for the New Loan) there is an event of default under the terms of any of the loan documents for the New Loan, Lender shall have no right to exercise the rights under the Lease, nor shall Lender assume or have any liability under the Lease unless Lender exercises its rights under one or more of the Security Agreements and takes possession of the Premises (and then only as provided in this Agreement).

(2) Lessor shall advise Lender of the service of any Notice to Pay Rent or Quit, any Notice to Cure Breach of Covenant or Quit, and any other notices of default to Lessee, in writing, within two business days of the date of service of any such notices of default upon, or to, Lessee, and deliver copies of such notices to Lender.

(3) Lender's exercise of its rights with respect to the Lease shall be contingent upon the happening of one or both of the following events:

(a) Lessee, (after the expiration of any applicable notice or cure period), is in default under any of the terms and provisions of the loan documentation for the New Loan, including but not limited to, payment defaults.

(b) Lessee (after the expiration of any notice or cure period applicable to Lessee) is in default of the obligations of Lessee under the Lease, Lessor has given notice of default to Lessee, or Lessor has served a three-day notice, and Lessee has failed to make current or cure the default within the period required or demanded by any notice given or served.

(4) In the event of the happening of any of the conditions set forth in this Subsection 2.a.ii. above, Lender shall be entitled to, but is not obligated to exercise its rights under any one or more of the Security Agreements and/or the "Deed of Trust" (as that term is defined below), which rights shall be subject to the provisions of the Lease and this Agreement.

(5) Lessor agrees that upon the happening of any event which would give Lender the right to realize upon its collateral, Lender shall have the right to exercise its rights as to the Lease, including the Permit, upon realization of the collateral under the Security Agreements in place of and instead of Lessee, subject to the provisions of the Lease and this Agreement.

iii) Option to Extend Term of Lease.

Notwithstanding any provisions of Section 3 or of any other provision of the Lease to the contrary, the Parties agree as follows:

(1) The option to extend the term of the Lease as provided in the Lease shall not be personal to the original lessee or to any lessee, but shall be a part of and appurtenant to the Lease and assignable to each subsequent lessee/assignee of the Lease, transferred upon, and with, the assignment, in full or for collateral purposes only, by any then current lessee of his/her/its/their leasehold interest in the Lease, pursuant to and in compliance with the terms of the Lease (as modified by this Agreement) and, in particular, said option may be exercised by Lessee, Lender, and Lender's assignees or successors pursuant to (A) any instrument or document assigning Lender's interest in the New Loan to Lender's successors or assignees, or (B) any foreclosure or sale on any of the Security Instruments.

(2) The right to exercise the option to extend shall not be effected or terminated due to any prior or current default of any previous lessee, Lessee, Lender, or Lender's successors or assignees, under the terms and provisions of the Lease, as long as any defaults have been cured at the time of the exercise of the option.

(3) If Lessee fails, or has failed, to exercise the option to extend the term of the Lease that is contained in the Lease by 180 days before the date of the expiration of the current term of the Lease, Lender (or Lender's assignees' and/or successors') shall have the right, whether or not there has been an exercise of Lender's (or Lender's assignees' and/or successors') rights or remedies under the Security Agreements and/or the deed of trust described below, to exercise the option to extend the term of the Lease contained in the Lease. Lender (or its assignees or successors) shall have the right to exercise said option, by written notice thereof to Lessor, anytime after 180 days before, but prior to 90 days before, the end of the then-current term of the Lease. Lessee agrees to be bound by the terms and provisions of the Lease, as extended by Lender's (or its assignees' or successors') exercise of the option.

iv) Deed Of Trust. Lessor agrees as follows as to the below described deed of trust:

(1) Lessor acknowledges that Lessee has granted to Lender a deed of trust (the "Original Deed of Trust") upon Lessee then leasehold interest in the Lease as additional security for the Original Loan;

(2) Lessor hereby consents to a modification to the Original Deed of Trust ("Modification"), in a form substantially similar to the modification of deed of trust attached hereto as Exhibit "C", executed by Lessee in favor of Lender to secure repayment of the New Loan as provided in the Original Deed of Trust, as amended by the Modification. (The Original Deed of Trust, as amended by the Modification, shall be referred to herein as the "Deed of Trust").

v) Cross-Default.

A default by Lessee under any of the provisions of the Lease shall also constitute a default under the loan documentation for the New Loan, entitling, but not obligating, Lender to exercise its remedies under one or more of the Security Agreements, the Deed of Trust, and/or other security documents.

3. Rights to Cure, Enforcement of Remedies, and Limitations of Liability.

a. Notwithstanding execution of the Security Agreements and the Modification (collectively the "Security Instruments"), Lessee shall have, pending any default by Lessee upon its obligations to Lender, or any default by Lessee upon its obligations to Lessor, full right to possession of the Premises and the utilization of Lessee's leasehold interest in the Lease, including the Permit, subject to the terms of the Lease and this Agreement; however, upon any such default(s) Lender shall have the right to exercise its remedies as provided in the Security Instruments, this Agreement, and/or law, including the right to obtain possession of the Premises, subject to the terms of the Lease (as modified by this Agreement) and this Agreement. Without regard as to whether there is any pending default, Lessee shall be and remain fully responsible for all of Lessee's obligations under the Lease.

b. Notwithstanding execution of the Security Instruments, Lender does not and shall not assume any obligations to Lessor under the Lease and Lender shall not have any liability to Lessor because of the execution of the Security Instruments, for the payment of rents, for any other charges or fees, or for the performance of any of the covenants contained in the Lease unless and until Lender exercises its rights under any one or more of the Security Instruments and takes possession of the Premises and/or the business upon the Premises (either directly or by appointment of a receiver).

c. Except as specifically provided in Sections 7(c) and 8(b) of the Lease and Agreement, in the event of any default Lessee under the terms and provisions of the Lease, Lessor shall not terminate the Lease or declare a forfeiture of the Lease without giving Lender prior written notice of any such default and a period of 60 days from the date of receipt of the notice by Lender of the default in which to cure the default. If the default is a non-monetary default which cannot reasonably be cured by Lender within said 60 day cure period, then (a) if the default is curable, so long as Lender advises Lessor of its intent to cure within the cure period, then Lender shall have a reasonable period of time in which to effectuate such cure, provided such cure is commenced within said cure period and diligently pursued thereafter to completion, or (b) if the default is one that cannot be cured, as long as (i) rental payments are made to Lessor, and (ii) Lender has commenced and is diligently pursuing to completion foreclosure upon one or more of the Security Instruments securing the leasehold interest in the Lease, Lessor shall accept the tender of rental payments, forbear the exercise of any remedies, and permit a cure in the event Lender, its assignee or successor, or a purchaser at a non-judicial or judicial sale, based upon rights exercised by way of the Security Agreements and/or the Deed of Trust, acquires Lessee's leasehold interest in the Lease, including the Permit.

d. The tender of any cures by Lender to Lessor shall not preclude, nor constitute a waiver of Lender's right to declare a default by Lessee under the terms and provisions of the loan documents for the New Loan, and/or this Agreement for Lessee's defaults under the provisions of the Lease, nor preclude, or waive, Lender's exercise of Lender's rights and

remedies under any one or more of the Security Agreements, the Deed of Trust, and/or any other security documentation.

e. Lender shall have the right to cure any defaults by Lessee whether or not Lender has exercised any of its remedies under any one or more of the Security Agreements, the Deed of Trust, and/or any other security documentation.

f. Notwithstanding Lender's right to cure any defaults, the actual cures of defaults, and continued curing of defaults, Lender shall not have any liability under the Lease, notwithstanding such cures, including, without limitation, no liability for rent, unless and until Lender exercises its rights under one or more of the Security Instruments and completes a foreclosure upon Lessee's leasehold interest in the Lease and/or takes possession of the Premises or the businesses on the Premises (either directly or by appointment of a receiver).

g. Should Lender exercise its rights under one or more of the Security Agreements and/or the Deed of Trust, and take possession of the Premises or any businesses on the Premises, (either directly or by the appointment of a Receiver), Lender will make the payments due under the Lease and otherwise comply with the terms of the Lease (as modified by this Agreement) for the periods of time in which (a) Lender is in such possession, or (b) after having taken possession initially, Lender remains the lessee under the Lease.

h. Lender shall have the right to transfer, assign, or sublet the leasehold interests, including the Permit, under the Lease as provided for in Section 7 herein below.

i. Lender may (a) exercise its remedies under the Security Instruments at its sole discretion, (b) exercise some but not all of its remedies under one or more of the Security Instruments, or (c) elect not to exercise remedies under one or more of the Security Instruments.

j. Lessor agrees that Lender may freely assign its rights and position to and in the New Loan prior to realization upon the security for the New Loan and in such event, Lessor shall afford all rights of Lender in this Agreement to Lender's Assignee or Successors.

4. No Modification or Cancellation of Lease Without Lender's Consent.

Lessor and Lessee agree that Lessor and Lessee cannot, without Lender's express written consent, which consent shall not be unreasonably withheld, make any modifications to the Lease, agree to terminate the Lease, or terminate the Lease, so long as there is any indebtedness owed by Lessee to Lender or to its successors; provided, however, that nothing herein shall limit Lessor's rights to exercise its remedies under the Lease for any default by Lessee thereunder, including Lessor's right to terminate the Lease pursuant to the terms thereof, subject, however, to the terms of this Agreement and Lender's rights herein.

5. Lender's Right to Protect Leasehold Interest.

If any of the following events occur: (a) events which under the Lease would require a lessee to either pay for, provide funds for, or effectuate a cure, correction, or repair upon the Premises, and Lessee fail to perform said requirements, or (b) there is a destruction or condemnation of portions of the Premises that would give the right to the then current lessee to

take actions as enumerated in the Lease, then (a) as to Lender, Lender shall have the right, subject to the terms of Section 3 of this Agreement, and at Lender's discretion, to perform the then current lessee's obligations to preserve and continue the leasehold interest under the Lease and (b) as Lessee, Lessee shall not take said actions, including shall not elect to terminate the Lease, without the express prior written consent of Lender, which consent shall not be unreasonably withheld. Any failure of Lessee to perform the lessee's obligations under the Lease shall, at the election of Lender, constitute a default under the New Loan, and any funds advanced by Lender to preserve the lessee's leasehold interest may be added by Lender to the amount of the New Loan and if so added, shall be secured by the Security Instruments.

6. Limitations on Right to Exercise Right of First Refusal.

Lessor and Lessee acknowledge and agree, (1) that Lessee's rights to exercise the right of first refusal to purchase a portion of the Premises as provided in the Lease, in the Addendum, is subject to the Security Instruments in favor of Lender, and (2) Lessee is prohibited from exercising the right of first refusal without both the (a) express prior written consent of Lender, which consent shall not be unreasonably withheld, and (b) the grant to Lender, as a condition of closing any escrow for the purchase said portion of the Premises, of a deed of trust in favor of Lender, in a form and content satisfactory to lender, in insurable first-lien position upon said portion of the Premises, subject to no prior liens, encumbrances, or interests, except for the lien of current real estate taxes and easements, covenants, restrictions, acceptable to Lender. Nothing herein shall restrict Lender's rights to exercise its rights under the Security Instruments in the event of any default of Lessee as provided in the loan documentation for the New Loan and this Agreement.

7. Right of Lender or Lender's Successors to Assign and Sublet.

a. In the event that Lender or any successor or assign of the beneficial interest under the Security Instruments (collectively, the "Entities"), by purchase at a real property foreclosure, after a judicial or nonjudicial sale, under the Deed of Trust, by a deed in lieu of foreclosure, by exercise of rights under the Security Agreements, or by other means, acquires the lessee's interest in the Lease (including, but not limited to, Lessee's leasehold interest in the Lease), Lessor agrees that the Entities shall have the right to transfer, sublet, or assign the Lease, including the leasehold interest in the Permit, without first obtaining the consent of Lessor, notwithstanding any contrary language contained in the Lease, including, but not limited to, Sections I.12 and II.3. of the Lease.

b. A transfer, subletting or assignment of the lessee's leasehold interest under the Lease by the Entities shall be free of, and without regard to, any rights of Lessor (a) to receive any compensation, whether from the price paid for the transfer, sublet, or assignment, or from the transferee, sublettee, or assignee, in excess of the rent payable under the Lease, (b) to hold the Entities to any liability to Lessor for any of the obligations under the Lease accruing after any transfer or assignment of the leasehold interest, and (c) to enforce the provisions of Sections I.12 and II.3. of the Lease.

c. After the date of any transfer or assignment of the lessee's interest in the Lease by the Entities, and whether or not (a) any of the Entities have or had taken possession of the

Premises, and/or (b) any of the Entities had obligations to Lessor as a lessee under the Lease, as modified by this Agreement, prior to the date of said transfer or assignment, the Entities shall have no obligations to Lessor as a lessee under the Lease, including no obligations for rent, accruing subsequent to the date of such transfer or assignment.

d. In the event that a non-judicial or a judicial sale is conducted pursuant to the Deed of Trust, or a public sale is conducted under the provisions of the California Uniform Commercial Code under one of the Security Agreements, and Lender or Lender's successor or assignee is not the successful bidder at said sale, Lessor agrees to accept the non-lender or non-lender successor or assignee who is the successful bidder ("Purchaser Lessee") at said sale as a lessee under the Lease. The Purchaser Lessee shall be subject to all the terms and provisions of the Lease as of the date of said sale, and Lender or Lender's successors or assigns shall have no obligations to Lessor under the Lease, including no obligations for rent accruing, subsequent to the date of such sale.

e. Nothing in this section shall relieve Lessee of its obligations to Lessor or the Entities from their obligations to Lessor accruing during any period that the Entities are in possession of the Premises (except pursuant to Section 10), or are a lessee under the Lease (as modified by this Agreement).

8. Assignment by Lessee Prohibited.

Notwithstanding any other provision in the Lease, as long as an obligation of Lessee to Lender exists under the terms of the loan documents for the New Loan, Lessee shall not further assign or sublease any interest in the Lease or the Premises, and Lessor shall not consent to any further assignment or sublease of any interest in the Lease or the Premises by Lessee, without the prior written consent of Lender, and on such terms and conditions as are imposed by Lender. Lessee hereby specifically agrees to this provision and authorizes and directs Lessor not to consent to any assignment or subleasing without the written consent of Lender while there exist(s) any obligations of Lessee to Lender under the loan documentation for the New Loan. Any purported assignment or subletting, or any attempted assignment or subletting, shall constitute an event of default under the New Loan. Upon any assignment of the Lease by Lessee, the assignee shall be bound by any exercise of an option to extend the term of this Lease by Lessee or Lender.

9. Assignment by Lessor.

Lessor agrees that in the event that Lessor assigns Lessor's rights under the Lease that Lessor shall not do so without first obtaining the express written agreement of any assignee of Lessor to the terms and provisions of this Agreement, with said assignee from Lessor to agree to be fully bound by the terms and provisions hereof.

10. Access to Premises.

In the event that Lender does not elect to exercise its remedies under the Security Instruments to foreclose upon the lessee's leasehold interest in the Lease, or to take possession of the Premises, and advises Lessor of such election, in writing, within 60 days of the date Lessor delivers to Lender a copy of any Notice to Pay Rent or Quit, any Notice to Cure Breach of

Covenant or Quit, or any other notice of default as provided for by Section 2.a.ii, Lessor consents and agrees, and notwithstanding whether or not Lender cures any of Lessee's defaults, that Lender shall have access to, and the right to enter upon, the Premises, upon reasonable notice, but in no event later than 60 days after the expiration or earlier termination of the Lease, to remove, or sell on the Premises, any and all personal property which has been or may be pledged to Lender as security for the obligations to Lender. In connection with any such entry onto the Premises, and/or any removal or sale of such personal property, Lender agrees to indemnify and hold Lessor harmless from and against any and all liabilities, claims, losses, causes of action, charges, penalties, damages, costs and expenses (including cost of investigation and reasonable attorneys' fees and costs), of whatsoever character, nature and kind, whether to property or person, whether by direct or derivative action, and whether known or unknown, suspected or unsuspected, latent or patent, respecting or connected with such entry, removal, and/or sale.

11. Lessor's Representations and Warranties; Estoppel Statement

Lessor represents and warrants and gives Lessor's estoppel statement to Lender as of the date of this Agreement as follows:

- a. Lessor knows of no defaults under any of the terms or provisions of the Lease.
- b. Lessor knows of no facts or conditions which, with the passage of time, would constitute or cause a default of under the Lease.
- c. To Lessor's knowledge the Lease is in full force and effect.
- d. Lessor has all necessary power and authority to enter into this Agreement.
- e. To Lessor's knowledge Lessor is not subject to any bankruptcy proceedings.
- f. Lessor has no knowledge of any condemnation, environmental, zoning, or land use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the value of the Premises.
- g. Lessor has no knowledge of any tenancies or leases to third parties with respect to the Premises other than the Lease.

12. Lessee's Representation and Warranties; Estoppel Statement.

Lessee represents, warrants, and gives Lessee's estoppel statement to Lender, as of the date of the Agreement as follows:

- a. Lessee is the current lessee under the Lease.
- b. Lessee is not in default of any terms or provisions of the Lease, and knows of no facts or conditions in which, with the passage of time, would constitute default under the terms and provisions of the Lease.

c. Gregory F. Boll d.b.a. Big Bear Marina obtained the lessee's leasehold interest under the Lease, including the leasehold interest in the Permit, pursuant to the assignment and sale of said leasehold interests from Big Bear Marina, Inc., to Gregory F. Boll and Deborah L. Hull d.b.a. Big Bear Marina, LLC ("Boll/Hull").

d. Boll/Hull were married persons upon the date of receiving the leasehold interests in the Lease, including the leasehold interest in the Permit, and received same, and held same, as community property throughout the remaining course of their marriage.

e. Deborah L. Hull died during the marriage and died intestate.

f. Upon the death of Deborah L. Hull, Gregory F. Boll d.b.a. Big Bear Marina became the sole holder of the lessee's leasehold interests in the Lease, including the leasehold interest in the Permit.

g. Lessee is the assignee of a leasehold interest in the Lease, including a leasehold in the Permit, pursuant to that certain Assignment of Lease dated as of May 1, 2006. Lessee is the current lessee under the Lease, including the rights under the Permit.

13. Perfection and Additional Documentation and Memorandum for Recording Purposes.

Lessor and Lessee shall cooperate with Lender and execute such other documentation reasonably necessary to effectuate the perfection of the Lender's position and protection of its rights to the collateral consistent with the terms of this Agreement. All Parties shall cooperate by executing, upon Lender's request, a memorandum of this Agreement in recordable form. Lender's failure to record this Agreement, any Security Instrument, or any memorandum thereof, shall not affect the effectiveness of this Agreement or any Security Instrument.

14. Hazard Insurance Proceeds.

Lender as a condition of the New Loan has required that Lessee make Lender the loss payee of any insurance policies for loss or damages to the structures on the Premises. Lessor and Lessee agree that, notwithstanding any provisions of the Lease to the contrary, any proceeds of hazard or casualty insurance shall be used to reconstruct the improvements on the Premises unless permitted to be first payable to Lender pursuant to California Law, including, without limitation, if the circumstances are such that Lender's lien is, or would be, impaired by application of the proceeds to reconstruction.

15. Proceeds of Condemnation.

Notwithstanding any provision of the Lease to the contrary as to (a) a lessee's rights to condemnation proceeds, and (b) any limitation on a lessee's rights to condemnation proceeds, Lessor and Lessee agree that Lender shall have right to receive the first proceeds, up to the full amount of the obligations owed by Lessee to Lender, of any condemnation payments, awards, or collections awarded, or to be paid, to Lessee, whether by way of an adjudication in a condemnation proceeding, or by an agreed payment by any governmental entity or unit, under federal or state law, as applicable, for the then lessee's leasehold interest in the Premises,

including the businesses operating upon the Premises, notwithstanding any allocation or provision in the Lease to the contrary, for partial or complete condemnation of the Premises or the structures upon the Premises, or any portion thereof. Nothing in this section shall prejudice Lessor's rights to receive full compensation of Lessor's interests in the Premises (subject to the Lease) and the Lease (subject to the lessee's leasehold interest under the Lease) under federal or state law, as applicable.

16. Notices.

Notices shall be sent to the following addresses unless a party gives notice in writing of any change of address:

To Lessor:

Big Bear Municipal Water District 40524 Lakeview Drive
P.O. Box 2863
Big Bear Lake, CA 92315

To Lessee:

Big Bear Marina, LLC 500 Paine Road
P.O. Box 1844
Big Bear Lake, CA 92315

To Lender:

First Mountain Bank
Attn: Michael Gonet
40865 Big Bear Boulevard P.O. Box 6868
Big Bear Lake, CA 92315

17. Conflicts in Documentation.

The parties hereto agree that in the event of any conflicts between the provisions of this Agreement and the terms of the Lease, the provisions contained in this Agreement shall modify and supercede the conflicting provision(s) in the Lease, and that in the event of any such conflict, the terms and provisions of this Agreement shall control. Except as specifically modified herein by the terms and provisions of this Agreement the terms and provisions of the Lease shall remain the same.

18. Cross-Defaults.

Lessee agrees that any breach or default by Lessee under the terms of this Agreement shall constitute an event of default under the New Loan, and that Lender can proceed to exercise Lender's remedies under the New Loan and/or this Agreement based upon said breach or default by Lessee.

19. Miscellaneous Provisions:

a. No waiver, amendment, deletion or addition to any of the terms hereof shall be deemed effective unless made in writing and signed by the parties hereto.

b. This Agreement shall be binding upon any legal representatives, successors and assigns of the parties.

c. This Agreement may be executed in any number of counterparts, each and all of which shall be deemed for all purposes to be one agreement. However, this Agreement shall not become effective unless and until each and every party has executed the Agreement, or a counterpart of the Agreement.

d. The parties agree to execute such additional documents as may be necessary to effectuate the provisions of this Agreement.

e. In the event that any party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or as a consequence of any breach by the other party(ies) of its/their obligations under this Agreement, the prevailing party(ies) in such action or proceeding shall be entitled to have its/their reasonable attorneys' fees and out-of-pocket expenditures paid by the losing party. The attorneys' fees so recovered shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any action respecting this Agreement shall be entitled to its attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

f. Time is of the essence with respect to each provision in this Agreement.

g. Notwithstanding anything in this Agreement to the contrary, Lessor shall have no personal liability for any failure to give any notice required hereunder; provided that this Agreement shall be specifically enforceable against Lessor and Lessor shall not be permitted to exercise any remedies under the Lease without first having given the notices required hereunder (even though given later than required hereunder) and the lapse of any applicable cure periods provided herein from the time the notices are actually given to Lender.

The Parties have executed this Agreement as of the above date.

"LESSOR"

BIG BEAR MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

"LESSEE"

BIG BEAR MARINA, LLC

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

"LENDER"

FIRST MOUNTAIN BANK

By: _____
Michael Gonet
Its: **Senior Vice President**

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

MEETING DATE: August 18, 2011

AGENDA ITEM: 6B

SUBJECT:

CONSIDER DENIAL OF A REQUEST TO RECOGNIZE AND VALIDATE THE SHOREZONE ALTERATION PERMIT ISSUED APRIL 1993 AND PERMIT 2001-07 FOR MARINA POINT ASSOCIATES

RECOMMENDATION:

The General Manager and the Lake Improvement Committee (Directors Directors Smith and alternate Fashempour) recommend denial of this request.

DISCUSSION/FINDINGS:

On July 12, 2011 the District received a Shorezone Alteration Application from Marina Point Development Associates. Staff met with the applicant to tour the proposed project on July 15, 2011 and then prepared and mailed a response letter on July 21, 2011. Copies of the application and response letter are attached. As indicated in the letter the General Manager determined that the proposed work was considered non-ministerial and that as such an initial study would have to be performed in order to "determine the appropriate California Environmental Quality Act (CEQA) environmental determination for the work." During a meeting with the applicant on August 5, 2011 the applicant withdrew his application and submitted a letter asking the Board to consider recognizing and validating "the Shorezone Alteration Permit issued on April 15, 1993 and Permit 2001-07." The applicant further requests that the Board "direct staff to continue this project without further delay." A copy of the letter is also attached.

Staff has researched District records and provides the following summary of the sequence of Shorezone Alteration Permits issued for the Marina Point project. Copies of supporting documentation is attached.

1. The first permit issued by the District was in September 1984. All work authorized by the permit was required to be completed within 18 months from the date of the agreement/permit.
2. In April 1993 General Manager Hamilton signed a shorezone alteration permit. A map attached to the permit shows limits of proposed dredging encompassing a large lake bottom area west of the property, the interior of the marina, and parallel to the outside of the jetty on the east side of the marina. There is no required completion or expiration date specified in the permit.
3. A permit is approved by the Directors on September 6, 2001. This is permit number 2001-07. A note at the top of the permit says "(Replaces 1993 Permit)". Under project commencement the permit states that "The project will begin no later than 09/12/01 and shall be completed no later than 11/30/02." The applicant did not sign the acknowledgement portion of the permit.

4. On April 23, 2003 General Manager Hamilton re-sent permit Number 2001-07 to the applicant. Her transmittal letter states that "The permit shall be extended until November 30, 2003." At the top of the permit a statement reads "Big Bear Municipal Water District (hereinafter District) grants a Shorezone Alteration Permit to Marina Point Development Associates (Replaces 1993)." The acknowledgement portion of the permit is signed by the District, the applicants' contractor and by Irv Okovita, the applicant on June 10, 2003.
5. In November 2005 an addendum to permit 2001-07 was issued by the District specifically for interim corrective measures associated with notice of violation from the Corps of Engineers. The permit noted that the work "shall be completed no later than 11/30/05."

Based on the forgoing summary Staff believes that the 1993 permit became void and was replaced in its entirety by permit 2001-07 that was approved by the Board on September 6, 2001 and subsequently acknowledged by the applicant. Furthermore Staff believes that Permit 2001-07 expired on December 1, 2003 based on the transmittal letter issued by General Manager Hamilton dated April 23, 2003.

After review of the documents and the summary prepared by Staff, the Committee recommends that the subject August 5, 2011 request by Marina Point Development Associates be denied and that the Board find that the 1993 permit is no longer valid because it has been superseded by Permit 2001-07 as acknowledged by the applicant, Irv Okovita on June 11, 2003.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager

Marina Point Development Associates

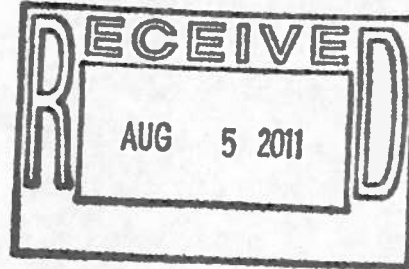
PO BOX 577 • DEL MAR • CALIFORNIA 92014 • (619) 417-4416 • FAX (858) 755-5820

August 5, 2011

Big Bear Municipal Water District
PO Box 2863
Big Bear Lake, CA 92315-2863

Attn: Scott Heule, General Manager

Re: Marina Point Development
"Request for Board Determination"



Dear Mr. Heule:

Marina Point Development Associates (MPDA) hereby requests the Board of Directors of Big Bear Municipal Water District (MWD) at their next Board Meeting to recognize and validate the Shorezone Alteration Permit issued on April 15, 1993 and Permit 2001-07.

MPDA requests to speak to the Board at it's next meeting and have the Board direct staff to continue this project without further delay.

MPDA's request is based on the following facts:

- Work has never stopped.
- Performance bonds are in-force and have never expired.
- The Permit was executed in perpetuity.
- The Permit included future and on going review and maintenance.
- Litigation. unfortunately became a part of this Project delay.
- Notice of Completion and Notice of Termination has not been filed.
- MPDA has complied with Permit conditions to date.

Sincerely,


Irv Okovita

Cc: Ken Discenza
Ken Polin, Esq.



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

July 21, 2011

Irv Okovita
Marina Point Development Associates
P.O. Box 577
Del Mar, CA 92014

Re: Shorezone Alteration Application Received July 12, 2011

Mr. Okovita,

The District is in receipt of your application for a shorezone alteration at your Marina Point (Cluster Pines) property in Fawnskin (copy attached). In addition to reviewing your written application District staff have met with you and walked the site on Friday July 15, 2011.

Portions of the subject property were locally temporarily or permanently protected from Lake erosion in 2005. Earlier work on the site created a temporary sediment basin out of the marina by blocking the marina entrance and shielding the Lake side of the closure with rip rap. The depth of captured sediment inside the basin is unknown. Other work included the construction of a gravel backfilled expanded geocellular confinement system to stabilize a berm on the property's west side, placement of rip rap on the jettys' southwest and southern exposures, and quarry waste on the embankments of two flow channels entering the Lake adjacent to the west and east side of the upland portion of the property. Additionally, silt curtains were placed across the channels on both the west and east sides.

Over the course of the past six years erosion of the east facing jetty and a portion of jetty slope at the extreme northwest corner of the site, and deposition of sediment at the mouth of the two drainage channels entering the Lake has been significant. About 350 feet of the easterly jetty experienced severe erosion that has removed all protective armoring and has exposed the fine to coarse grained jetty construction soil to continued erosion at the current high Lake levels, especially during easterly wind events. At the northwest corner of the property, an approximate 70 foot section of the upland portion of the property has been and continues to be eroded at the current high Lake level. The silt curtains across both drainage channels have rotted and are falling apart. They are no longer effective in capturing sediment.

The shorezone alteration application proposes several items of work as described below.

1. Dredging interior to the marina basin would remove about 22,000 cubic yards of accumulated sediment that would be disposed of on the upland portion of the site.

*Application
Received by
Applicant
8/5/11
S. Smith*

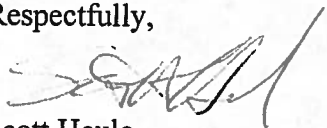
The entrance to the marina basin would be opened to the lake and the exterior facing portions of the newly reconfigured opening would be armored with quarry waste and rip rap. Additionally, the interior sides of the marina basin would be armored with quarry waste.

2. Another portion of work includes the repair and subsequent erosion protection of about 350 feet of the east facing jetty. This work would consist of the placement of about 830 cubic yards of quarry waste and rip rap to return the jetty to its original dimensions and elevation prior to the erosion.
3. At the northeastern corner of the site where the drainage channel enters the Lake a temporary 190 foot long by 15 foot wide haul road is proposed that would provide access to dredge and grade an area roughly 240 feet by 120 feet to remove approximately 640 cubic yards of accumulated sediment. The newly reconfigured slopes would require about 2300 cubic yards of fill material to repair. The District understands that this work would be done in order to replace a 24-inch Caltrans drainage pipe and extend a 48-inch pipe into the new dredge. Energy dissipating rip rap would be placed at the Lake side terminus of the 48- inch pipe.
4. At the northwest corner of the site erosion of about 70 feet of slope would be repaired and reconstructed by pulling the slope farther back onto the main portion of property and installing a gravel filled geocellular confinement system on the newly reconfigured slope.

The referenced application for shorezone alteration is incomplete. The District requires an application fee of \$500 before further action can be taken on your application. However, based on review of your proposed work your project would be considered non-ministerial. As such the District would need to prepare an Initial Study to determine the appropriate California Environmental Quality Act (CEQA) environmental determination for the work. Additionally, it is apparent from the maps that were forwarded for District review that the jetty property lines do not align with the as built conditions. Redrawing, filing and recording the accurate jetty property lines would be a condition of approval for any further work on the project.

Please let the District know soonest regarding your intentions in order to avoid any delay in processing a completed Shorezone Alteration Application.

Respectfully,


Scott Heule
General Manager

Attachment: Shorezone Alteration Application received July 12, 2011

BIG BEAR MUNICIPAL WATER DISTRICT

P.O. Box 2863, Big Bear Lake, CA 92315

Phone 909-866-5796

FAX 909-866-6485

Office Use Only

Date submitted: _____

MWD permit fee: _____

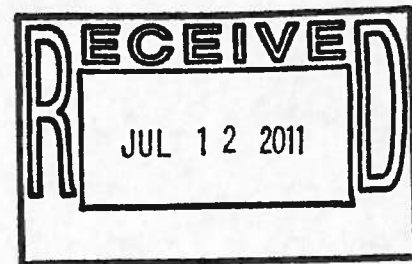
County filing fee: _____

Mitigation fees: _____

Received by: _____

**SHOREZONE ALTERATION APPLICATION
(Resolution attached)**

Applicant must complete Sections 1, 2 and 3 for the application to be processed. Section 3, parts A, B, C, D, E or F should be completed as appropriate for the specific project. Contact Big Bear Municipal Water District for additional information.



Section 1. Applicant Information

A. Applicant name – Marina Point Development Associates

B. Mailing address – PO Box 577, Del Mar CA 92014

C. Telephone numbers: Home (858) 755-2616, Business (619) 417-4416, FAX (858) 755-5820

D. Project street address 39505 North Shore Drive, Fawnskin CA 92315

E. Project assessor's parcel number 034-082- 15, 17, 18, 20, & 21

Applicant must provide a legal record of survey showing the lakeside boundary of the property to be altered; permanent monuments shall be set for the lakeside boundaries.

F. Name of the responsible party if other than applicant _____

G. Assessor's Parcel Numbers (APN) of property adjacent to project: SEE ATTACHED LIST

H. Proposed date of project construction: from August 15, 2011 to June 30, 2012

I. Photograph of project area must be submitted with application.

J. Contractor information: - Bear Valley Paving Inc.
41841 Garstin Rd
Big Bear Lake, Ca 92315
(909) 866-4746

K. Estimated cost of project: \$385,000

I hereby certify that this information is true and correct to the best of my knowledge.

MARINA POINT DEVELOPMENT ASS
BY [Signature]
Applicant ICV DEVELOPMENT, G.P.

7/11/11
Date

Section 2. Existing (pre-alteration) Lake Bottom Conditions

- A. Total acreage of lake bottom to be disturbed by project: acres: 6.178 acres
- B. Current average shoreline slope (percent of grade): 50 %
- C. For projects larger than 10,000 cubic yards, attach a scale drawing (1" = 100') prepared by a licensed engineer showing the following features as they currently exist over the project area and at least 500' on either side of the project:
 - (1) High water line of Big Bear Lake
 - (2) Lot lines of abutting property above the high water line
 - (3) Land contours for elevation 6746' or 6728' at 2' contours
 - (4) Location of willows, trees, rock piles, docks and other significant features

Section 3. Proposed (post-alteration) Lake Bottom Conditions

Type of project proposed (check all that apply):

(Note: If more than one type of project is proposed, only one scale drawing is required showing all relevant information)

- | | | | |
|--|---|---|---|
| Dredge Only <input type="checkbox"/> (complete Part A) | Dredge and Fill <input checked="" type="checkbox"/> (complete Parts A & B) | Vegetation Removal <input checked="" type="checkbox"/> (complete Part C) | Launch Ramp <input type="checkbox"/> (complete Part D) |
| Seawall Only <input type="checkbox"/> (complete Part E) | Head Walk <input type="checkbox"/> (complete Part F) | | |

Other (describe): _____

Part A. Dredge Only

- 1. Volume of material to be removed cubic yards 27,790 cubic yards
- 2. Equipment to be used (check all appropriate):'
 - Scraper/Loader Dragline Hydraulic Dredge
 - Other (describe): Backhoe, Bulldozer, Dump Truck
- 3. Removed lake bottom material will be placed on:
 - Applicant's property Other* (specify) _____
 - *Note: A letter from the property owner authorizing placement must accompany application.
- 4. Method of containment if the material is to be placed near the Lake: Berms, Straw Bales, Swales Desiltation Basins including the marina which will remain closed until work is complete.
- 5. Average shoreline slope after alteration (percent grade) Marina 50%, East Shoreline 20%

6. Attach a scale drawing (1" = 100') showing the following as they are proposed for the project area extending at least 500' on either side of the project:

- (a) High water line of Big Bear Lake
- (b) Lot lines of abutting property
- (c) Proposed land contour after alteration from elevation 6746' to 6728' at 2' contours
- (d) One or more typical cross-sections of the final slope
- (e) Location of willows, trees, rock piles, docks, sand beaches and other significant features after alteration

Part B. Fill Projects

- 1. Volume of material to be placed on lake bottom 6,660 cubic yards
- 2. Area of lake bottom currently below elevation 6743.2' that is to be raised above elevation 6743.2' as part of the project (acres): At Marina Entry 0.042 Ac. and Along East Shoreline 0.092 Ac.
- 3. Type of material used as fill (check all that apply):
Lake bottom material Rock Sand Gravel
Other (specify _____)
- 4. If fill material is other than lake bottom, include a color photograph of proposed fill material.
- 5. Describe slope protection method. Marina exterior - Rip rap over quarry waste. Marina Interior - quarry waste. East shoreline - 3:1- 5:1 slope. West shoreline 70 feet of geocellular material
- 6. Include the following on the scale drawing in Part A:
 - (a) area to be filled
 - (b) shore protection details

Part C. Vegetation Removal

- 1. Describe the number and species of vegetation to be removed: Marina - 1 aquatic bed with Eurasian watermilfoil (*Myriophyllum spicatum*), coontail (*Ceratophyllum demersum*), water knotweed (*Polygonum amphibium*) American waterweed, and sago pondweed. East shoreline - 1 aquatic bed, 2 willow bushes *salix*.
- 2. Attach a drawing showing the current location of all vegetation to be removed.

Part D. Launch Ramp Construction

- 1. Type of Material to be used _____
- 2. Describe how unauthorized launching will be controlled
- 3. Attach a scale drawing (1" =100') showing the location and size of the proposed launch ramp.

Part E. Seawall Installation

- 1. Attach a scale drawing (1" =100') showing the location and details of seawall.

Part F. Headwalk Installation (see resolution No.2000-09)

- 1. Attach a plot plan showing dimensions and location of head walk. Block 25

Assessor's Parcel Numbers (APN) of property adjacent to project:

0304-082-01

**Hazewinkel, Willia C.
880 Canyon Rd.
Fawnskin, CA 92333**

0304-082-23

**Branson, Flora J.
39511 N. Shore Dr.
Fawnskin, CA 92333**

0304-082-16, 19, 22

**Marina Point Dev. Assoc.
P.O. Box 577
Del Mar, CA 92014**

0304-205-12; 13; 14

**North Shore Cabins
703 N. Anaheim Blvd. Ste. C
Anaheim, CA 92805**

0304-082-04; 0304-091-13

**RCK Properties Inc.
P.O. Box 1287
Northbrook, IL 60065**

0304-204-03

**Berlin, Richard H.
9655 Green Verdugo Dr.
Shadow Hills, CA 91040**

0304-204-06

**Alms, Douglas R.
38703 Vista Drive
Cathedral City, CA 92234**

0304-204-07

**Medellin, Peter E./Gloria A.
13520 Fenton Ave.
Sylmar, CA 91342**

ATTACHMENT
TO JULY 2011 SAP APPLICATION
MARINA POINT DEVELOPMENT ASSOCIATES

PROJECT PURPOSE

The purpose of the project is to complete the removal of built up silt that eroded from the jetties, shoreline and other off-site upland areas into the marina and the lake adjacent to MPDA's east shoreline required by BMWWD in order to: protect the lake from future erosion and siltation; improve the lake's water quality; reduce boating hazards in the area; increase the lake's water volume; enhance the lake's shallow water habitat and to reopen the marina, which was temporarily closed from the rest of Big Bear Lake for use as a temporary desiltation basin during previous construction.

PROJECT DESCRIPTION

The applicant proposes to dredge the lake bottom inside the existing marina to a maximum depth of 6725 MSL that would remove approximately 22,765 cubic yards of silt material. The 4,925 cubic yards of material used previously to temporarily close off the marina opening will be removed to reopen the marina to the rest of Big Bear Lake after all other work items are completed. This work includes placement of 3,270 cubic yards of fill below 6743.2 MSL at the marina opening; refinishing the interior sides of the marina with 2:1 slopes and re-protecting by placing 2,630 cubic yards of quarry waste (8" minus) rock on all slopes and 910 cubic yards of rip rap at the south entrance. This repair and maintenance work will impact a total of 4.80 acres below the OHWM of Big Bear Lake, which includes 2.32 acres of previously impacted area and 2.48 acres of new impacts below the 6743.2 MSL.

The partially armored exterior of the east jetty to be repaired where erosion exists with protection installed on approximately 350 linear feet of slope by placement 830 cubic yards of rip rap and quarry waste from top of the existing rip rap to top of slopes at approx. elevation of 6744.5 MSL. This work will impact 0.26 acres of previously impacted area below the 6743.2 MSL.

At the northeasterly shorezone, a 190 foot temporary 15-foot wide haul road would be placed along the top of slopes on the east side of the drainage that is to be removed upon completion of the work that would: replace and extend the existing undersized 24" Caltrans pipe with a 48" pipe and replace existing temporary quarry waste with a rip rap energy dissipater at the 48" pipe outlet; grade the east and west bank of the drainage facility to repair existing erosion and create a variable 2:1 to 5:1 slope along the property line. This work would dredge 640 cubic yards of silt material and require 2,300 cubic yards of fill to repair the slopes. This work will impact 1.05 acres below 6743.2 MSL in previously impacted areas.

At the northwest shoreline, the existing erosion on 70 feet of slope will be repaired by pulling the slope further back onto MPDA Property and installing additional geocellular protection on the slope. The work would impact 0.003 acres of the previously disturbed west shoreline.

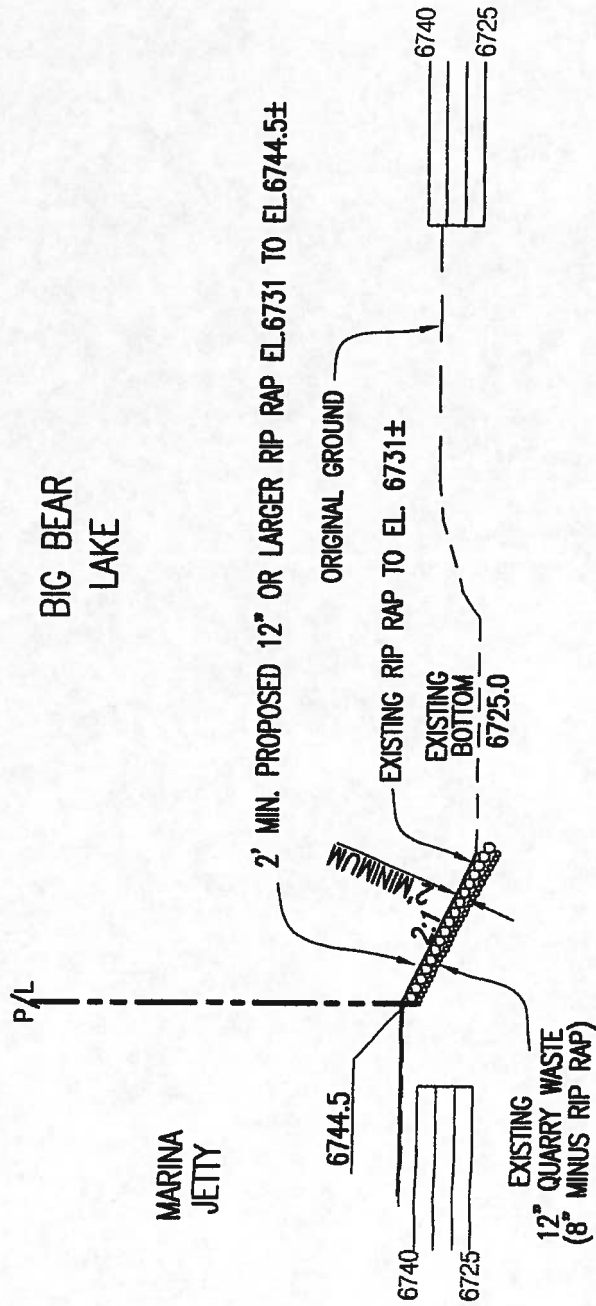
The proposed project will impact a total of 6.178 acres below elevation 6,743.2 MSL of which consists of 2.545 acres of new impacts and 3.633 acres previously disturbed.

IMPACT ON VEGETATION

The project site predominately consists of disturbed habitat. Disturbed areas within the project site include dirt roadways and all areas affected by previous construction work and the historical use of the site as a marina. These areas were either devoid of vegetation or dominated by weedy upland species such as white sweetclover (*Melilotus albus*) and common knotweed. The soils mapped for this area are non-hydric soils. (USDA 2006) (Merkel & Ass. "Routine Onsite Jurisdictional Wetland Determination December 1, 2006).

The re-vegetation to be removed by the proposed project includes the following:

- (i) The 0.11 acres of montane riparian scrub within and along the northern margin of the marina shoreline is inundated by the lake and submerged. The montane meadow is broad-leaved, winter-deciduous habitat often occurs in relatively small patches or corridors along low gradient areas. This ephemeral habitat is dominated by Lemmon willow (*Salix lemmonii*) and *Juncus* species and is subject to decline with either receding waterlines during drought conditions, or loss resulting from inundation of the habitat.
- (ii) The 2.89 acres of aquatic beds in the marina and the lake adjacent to the northeast shoreline contain a few native species (i.e., American waterweed, sago pondweed) but the habitat is overwhelmingly dominated by non-native noxious weeds including Eurasian watermilfoil (*Myriophyllum spicatum*), coontail (*Ceratophyllum demersum*) and water knotweed (*Polygonum amphibium*) that BBMWD and SRWQCB seek to eradicate.
- (iii) There is 1 isolated willow on the exterior of the eastern jetty and another isolated one on the northeast shoreline. These are small shrubs associated with dredged material stockpiles and stockpile runoff areas. These willows are typically scattered amongst weeds and do not form a definable habitat.



SECTION A-A

EAST SIDE SECTION

NOTE
BIG BEAR LAKE OHWM = 6743.2

SCALE : 1" = 50'

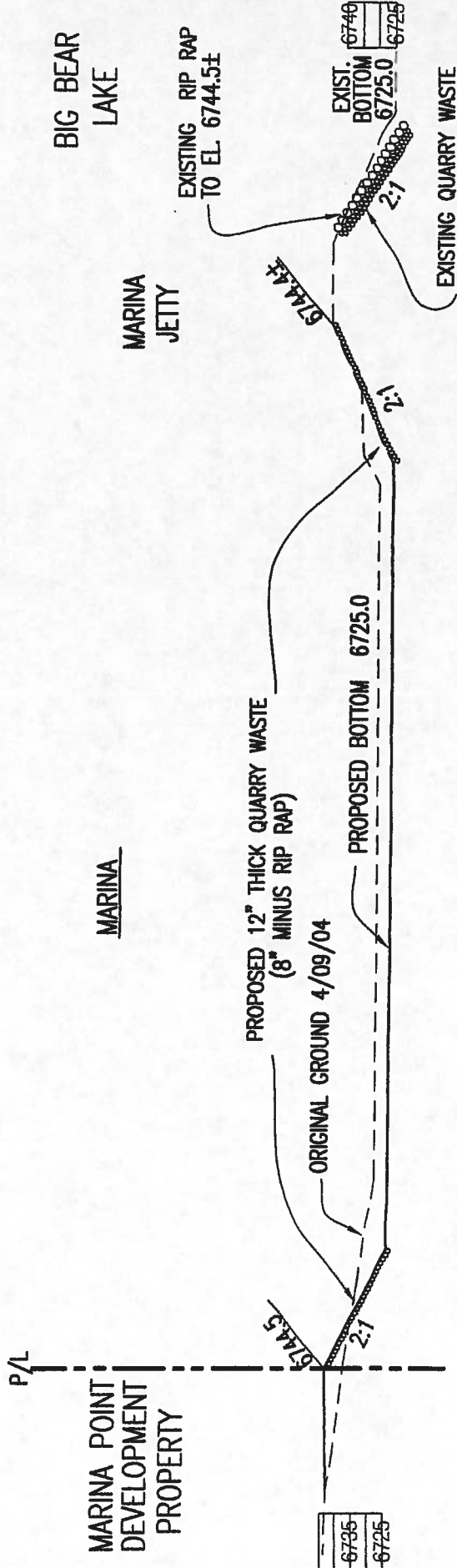
SITE DESIGN ASSOCIATES, INC.
1016 BROADWAY STE "A" EL CAJON, CALIFORNIA 92021
(619) 442-8467 FAX (619) 442-8417

LAKE ENHANCEMENT PLAN
SHORELINE PROTECTION

MARINA POINT

JOB NO. 843E
DATE: 7/12/11
SHEET 2 OF 5





SECTION B-B

MARINA SECTION

NOTE
BIG BEAR LAKE OHWM = 6743.2

SCALE : 1" = 50'

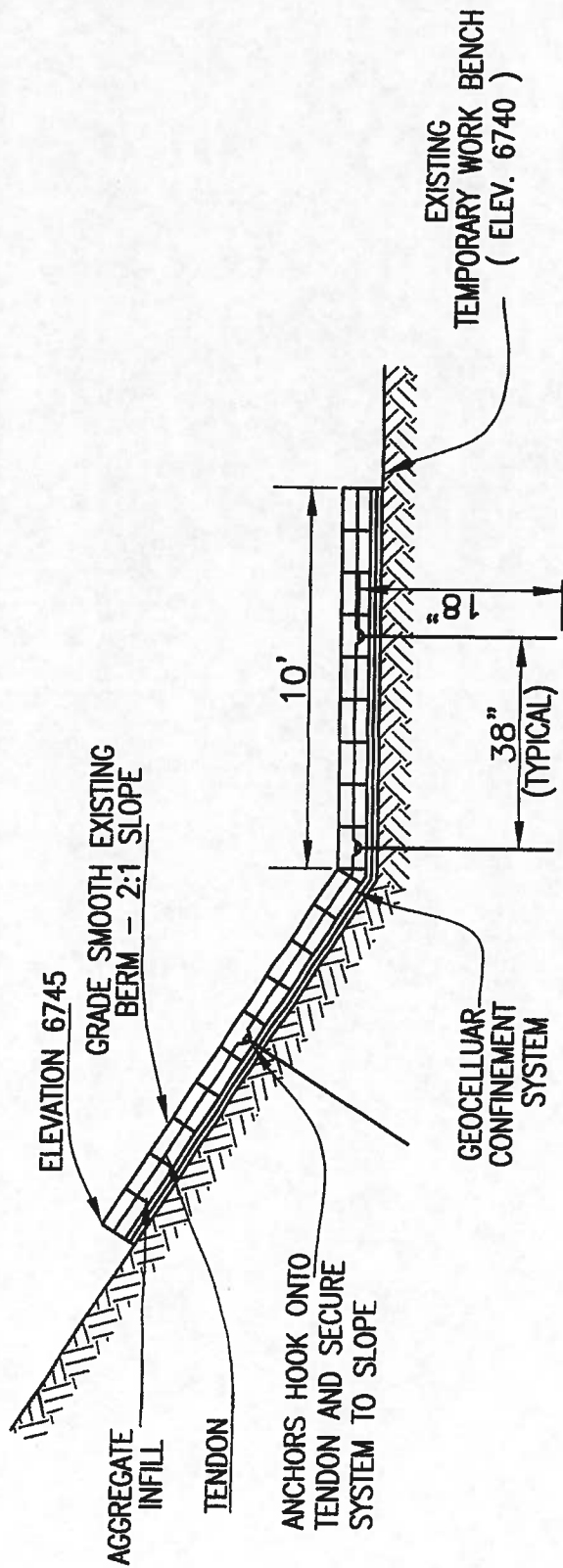
| | |
|---------|---------|
| JOB NO. | 843E |
| DATE: | 7/12/11 |
| SHEET | 3 OF 5 |

LAKE ENHANCEMENT PLAN
SHORELINE PROTECTION

MARINA POINT

SITE DESIGN ASSOCIATES, INC.
1016 BROADWAY STE "A" EL CAJON, CALIFORNIA 92021
(619) 442-8467 FAX (619) 442-9417

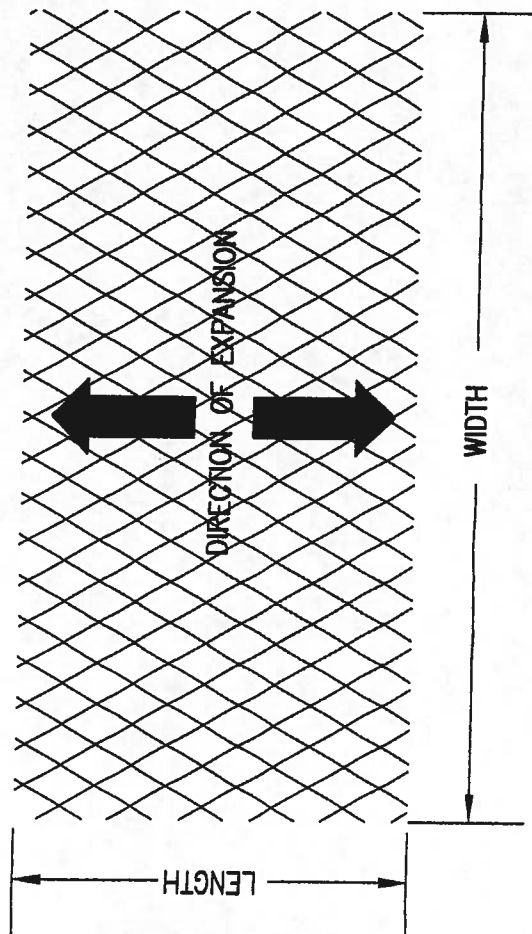




GEOCELLULAR CONFINEMENT SYSTEM
SLOPE INSTALLATION

SECTION C-C
WEST SIDE SECTION

NOT TO SCALE



NOTE

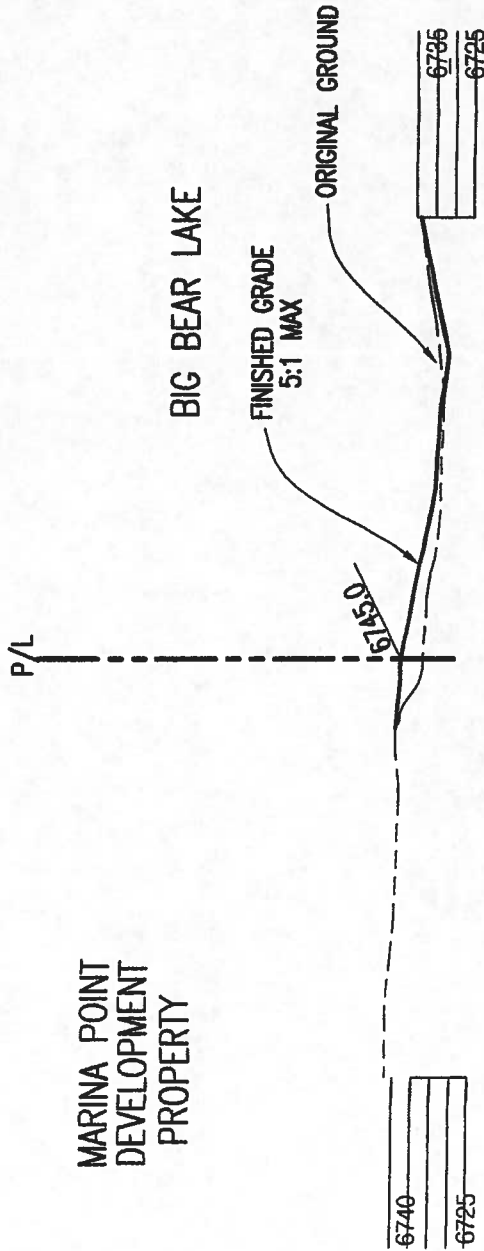
BIG BEAR LAKE OHWM = 6743.2

SITE DESIGN ASSOCIATES, INC.
1016 BROADWAY STE "A" EL CAJON, CALIFORNIA 92021
(619) 442-8467 FAX (619) 442-8417

LAKE ENHANCEMENT PLAN
SHORELINE PROTECTION

MARINA POINT

JOB NO. 843E
DATE: 7/12/11
SHEET 4 OF 5



SECTION D-D
EAST SIDE SECTION

NOTE
BIG BEAR LAKE OHWM = 6743.2

SCALE : 1" = 50'

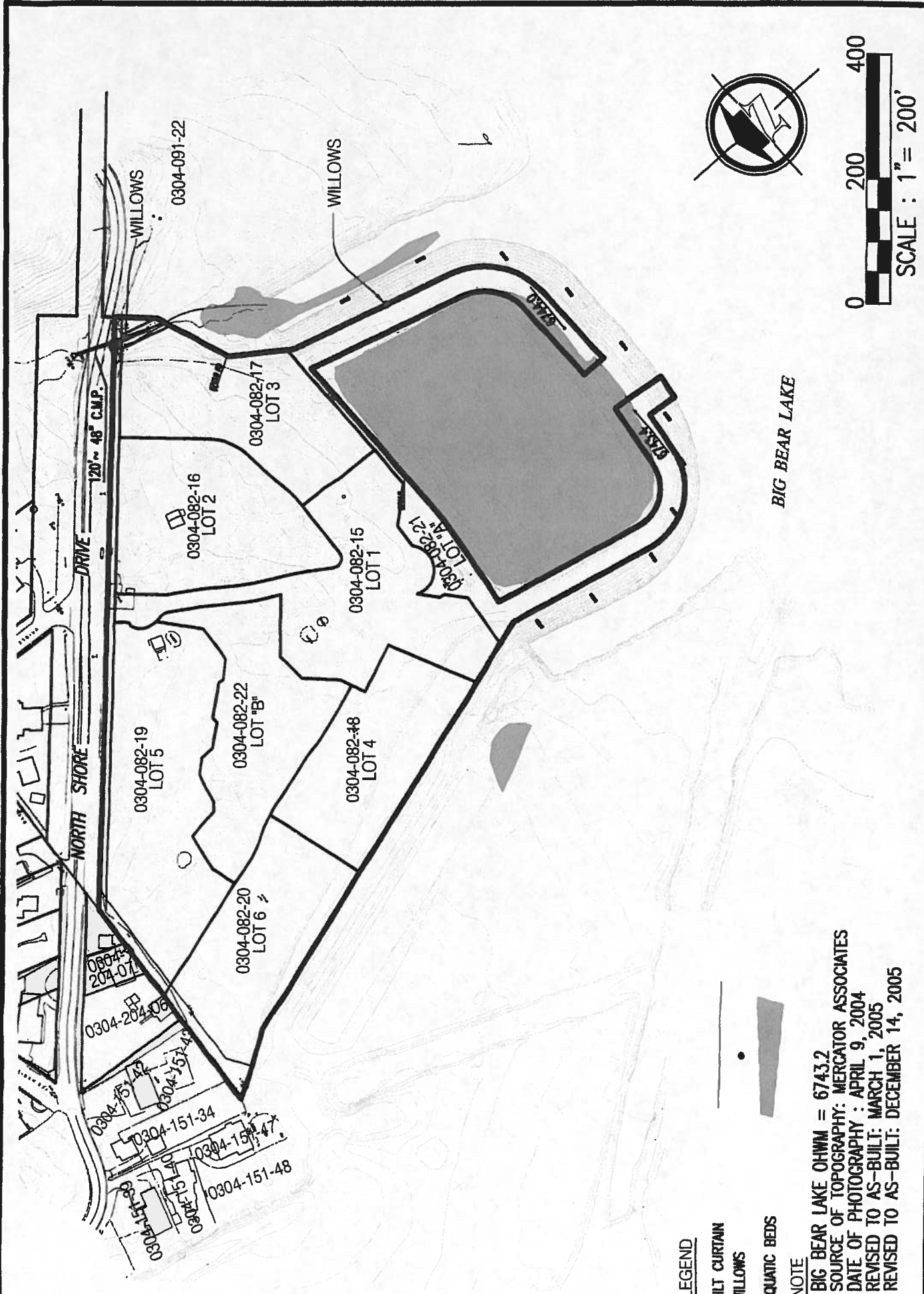


SITE DESIGN ASSOCIATES, INC.
1016 BROADWAY, STE "A" EL CAJON, CALIFORNIA 92021
(619) 442-8467 FAX (619) 442-8417
DES: BLS Marina Point Study (BMM) CIG 2011.dwg

LAKE ENHANCEMENT PLAN
SHORELINE PROTECTION

MARINA POINT

JOB NO. 843E
DATE: 7/12/11
SHEET 5 OF 5



LEGEND

- SILT CURTAIN
- WILLOWS
- AQUATIC BEDS

NOTE

BIG BEAR LAKE OHWM = 6743.2
 SOURCE OF TOPOGRAPHY: MERCATOR ASSOCIATES
 DATE OF PHOTOGRAPHY : APRIL 9, 2004
 REVISED TO AS-BUILT: MARCH 1, 2005
 REVISED TO AS-BUILT: DECEMBER 14, 2005

SITE DESIGN ASSOCIATES, INC.
 1016 BROADWAY, STE "A" EL CAJON, CALIFORNIA 92021

LAKE ENHANCEMENT PLAN
EXISTING VEGTATION EXHIBIT

MADINIA POINT

JOB NO. 843E
 DATE: 7/12/11

Morinda Point
Shore zone Alteration Permits

1984 Permit



Big Bear Municipal Water District
Post Office Box 2863 • Big Bear Lake, CA 92315 • (714) 866-5796

September 14, 1984

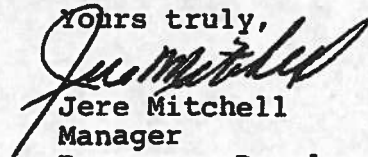
Mr. Irving Okovita
Marina Cove Associates
8950 Villa La Jolla Drive
Suite 2100 A
La Jolla, California 92037

Dear Mr. Okovita:

Attached is a completed "Agreement Regarding Proposed Lake Alteration". Please review the agreement, especially Section C.1 and Section D.3. We particularly need compliance with these two sections.

We are also attaching the Decision Notice as mentioned in your letter.

Yours truly,


Jere Mitchell
Manager
Resources Development

Enclosures

AGREEMENT REGARDING PROPOSED LAKE ALTERATION

THIS AGREEMENT, entered into between the BIG BEAR MUNICIPAL WATER DISTRICT, hereinafter called the "District", and Marina Cove Assoc. Inc., hereinafter called the "Applicant" is as follows:

WHEREAS, pursuant to Ordinance No. 7 of the District, the Applicant notified District of their desire to modify the shoreline adjacent to Applicant's property, parcel #304-082-12/13; and

WHEREAS, the District, represented by JERE MITCHELL, has made an inspection of subject area on the 26th day of June, 1984; and

WHEREAS, District has determined that applicant's project may substantially affect shorezone resources:

NOW, THEREFORE, District and Applicant do hereby agree as follows:

Section A. Scope of Work

1. The applicant hereby agrees to undertake the work as shown on Shorezone Application and Exhibit "A" attached hereto and made a part of this Agreement.

Section B. Trespass

1. Nothing in this Agreement authorizes the Applicant to trespass on any land or property not owned by the

District nor does it relieve the Applicant of responsibility for compliance with applicable federal, state or local laws or ordinances.

Section C. Performance Bond

1. A performance bond acceptable to the District, equal to or greater than the cost of the work to be performed will be submitted by the Applicant before work can begin.
2. District reserves the right to investigate validity of the performance bond.

Section D. General Conditions

1. The applicant will not use any herbicide or weed control chemicals without previous approval of the District.
2. The Applicant will insure that no oil, grease, lubricants, hydraulic fluid or similar chemicals will be discharged on the site.
3. The Applicant will provide the District five (5) days notice before beginning work and will provide the District with a precise work schedule.
4. Equipment shall not be operated in the water or its margin except during excavation and as may be necessary to construct barriers or fills. Whenever working in the water, a curtain enclosure to prevent siltation of the lake beyond the immediate working area will be installed.
5. To control noise due to construction activities, no work will begin before 7:00 a.m. or continue after 6:00 p.m.

6. During construction, there will be sufficient sanitary facilities as is appropriate for the number of construction workers on the site. Trash and litter associated with the construction activities will also be controlled.
7. All work authorized by this Agreement must be completed within eighteen (18) months from the date of this Agreement. However, the District has the option to extend this Agreement for one (1) year if conditions, as determined by the District, warrant.
8. All the terms, covenants and conditions shall inure and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.

Section E. Termination.

1. Any breach of this contract is cause for stopping all work on twenty-four (24) hours notice and the District may seek damages for any loss incurred.
2. The following additional clauses, numbered 1 through 6, are hereby added and made a part of this Agreement.

The parties hereto have caused this Agreement to be duly executed with all formalities required by law.

APPLICANT, HANNA COVE ASSOCIATES,
 by Irving Chontin, General Partner
 by Ruby L. Brown, General Partner
 Date: August 28, 1984

DISTRICT REPRESENTATIVE
Joe T. Mitchell
 Date: 9/11/84

**AGREEMENT - LAKE ALTERATION
BBMWD - CLUSTER PINES**

ADDITIONAL CLAUSES:

1. An agreement regarding proposed lake alteration must be obtained by the applicant.
2. The conflict with the Newell shorezone alteration project must be resolved.
3. The lake bottom must have some undulations to create good fish habitat.
4. Six scattered piles of rock, 3'-5' high, consisting of 13" rock must be placed to improve fish habitat on the west side of the development.
5. No work will be performed between December 1 and April 1 because of Bald Eagle habitat.
6. If dredging is done in the water, a silt curtain must be placed between the project and the lake to prevent siltation.

1993 Permit

**MARINA POINT DEVELOPMENT
SHOREZONE ALTERATION PERMIT**

This agreement entered into between Big Bear Municipal Water District, hereinafter called the "District", and Marina Point Development, hereinafter called the "Applicant", is as follows:

WHEREAS, pursuant to Ordinance 26 and Resolution No. 92-03 of the District, the Applicant notified District of their desire to modify the shoreline near Fawnskin, and

WHEREAS, the District, represented by Jere Mitchell-General Manager, has made an inspection of the subject property, and

WHEREAS, the District has determined that the Applicant's project may substantially affect the shorezone resources,

NOW, THEREFORE, the District and Applicant do hereby agree as follows:

Section A - Scope of Work

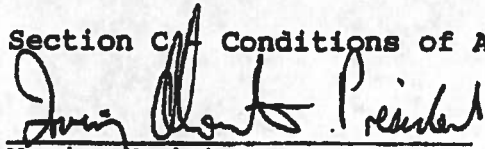
The Applicant hereby agrees to undertake the work as shown on the Shorezone Application and Exhibit A, attached hereto, and made a part of this permit.

Section B - General Conditions

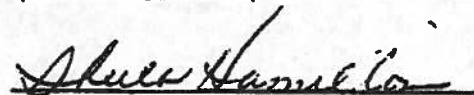
1. The Applicant will not use any herbicide or weed control chemicals without previous approval from the District.
2. The Applicant will ensure that no oil, lubricant, grease, hydraulic fluid or similar chemicals will be discharged on the site.
3. The Applicant will provide the District with five (5) days notice before beginning work, and will provide the District with a precise work schedule.
4. All terms, covenants and conditions shall enure and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.
5. Any breach of this contract is cause for stopping all work on twenty-four (24) hours notice and the District may seek damages for any loss incurred.

The parties hereto have caused this agreement to be duly executed with all formalities required by law.

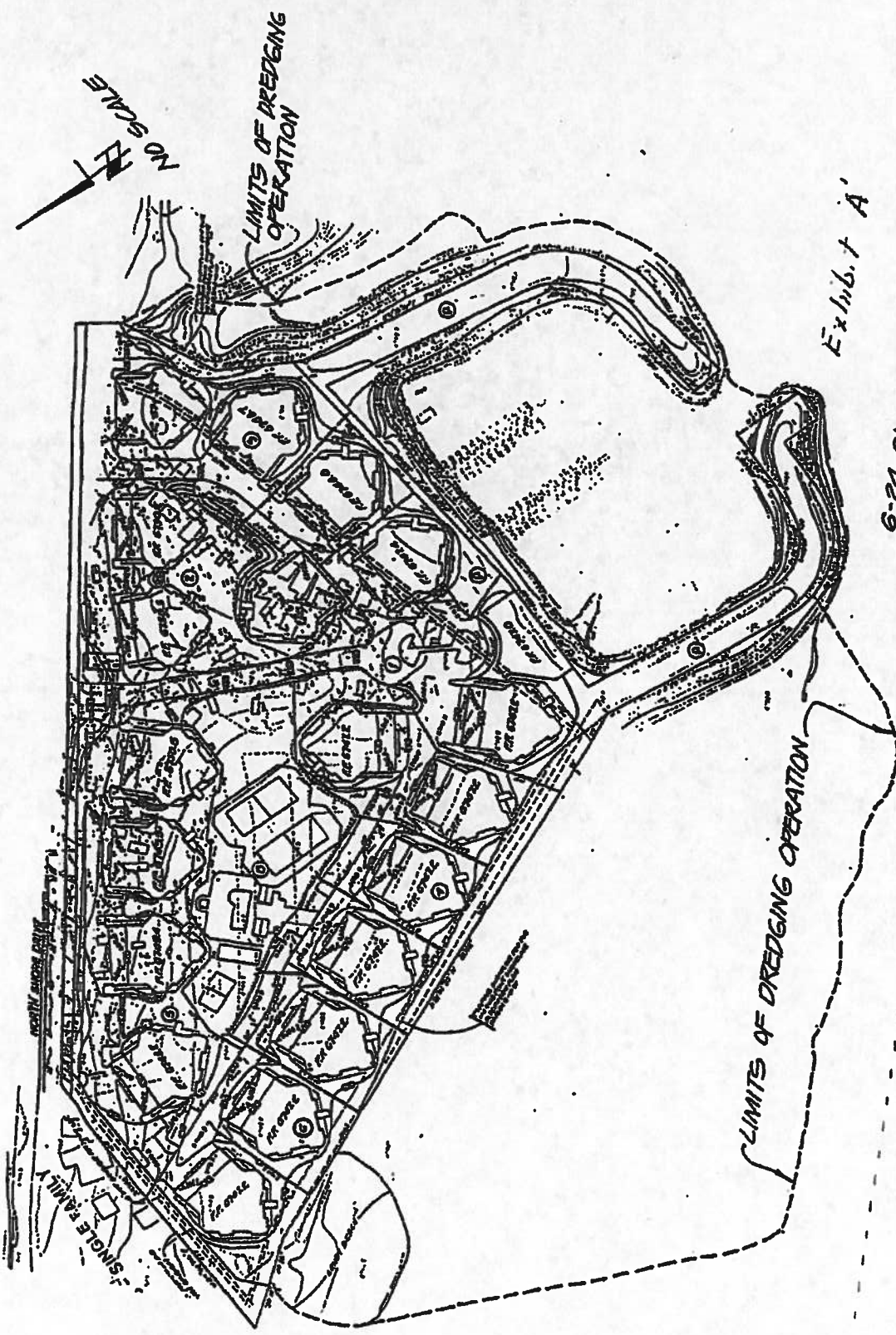
Section C - Conditions of Approval (see attached)


Marina Point
Development Associates
OKON Investments, Inc. G.P.

4/15/93
Date


Big Bear Municipal
Water District

4/20/93
Date



6-24-91

J-843

SITE DESIGN ASSOCIATES, INC.
8005 LA MESA BLVD., STE. 100

**BIG BEAR MUNICIPAL WATER DISTRICT
CONDITIONS OF APPROVAL FOR
MARINA POINT DEVELOPMENT**

I Landscaping

1. Landscaping on appropriate portions of the site shall incorporate straw mulching or other District approved measures to keep soil from eroding into the Lake.
2. The District shall review and approve the landscape plan for the existing peninsulas. This will ensure that the plan will provide adequate concealment and softening to reduce the stony visual contrast of the existing peninsulas. The tract CC&Rs will provide sufficient funds to the Homeowners' Association to maintain all appropriate portions of the landscaping. The Applicant will also provide an appropriate bond as determined by District Staff to cover maintenance of landscaping.

II Dredge

1. The Applicant shall meet the requirement of District Ordinance 26. The Applicant shall submit a construction plan and method of construction and the time frames involved.
2. All dredging in the water shall be performed within a double silt curtain to contain fine grain sediments. The dredging plan shall be prepared by a registered engineer.

III Aquatic Ecology

1. The Applicant shall provide a site specific fisheries mitigation plan to the District for its review and approval. The plan shall include the placement of spawning gravel on the Lake bottom and fish attractant habitat.

IV Public Access

1. Applicant shall provide a footpath access to the Lake.

V Shorezone Alteration Permit Fees

1. All applicable fees shall be paid prior to commencement of dredging. Based on the 8.5 acres of lakebottom to be disturbed, the permit fees are calculated as follows:

| | |
|---|-----------------|
| Permit for major alteration (over 1 acre) | \$ 500 |
| Mitigation of lakebottom disturbed: | |
| First acre | \$ 200 |
| 1.1 to 10 acres (7.5 acres @\$2,500 per acre) | <u>\$18,750</u> |
| TOTAL FEES | \$19,450 |

**BIG BEAR MUNICIPAL WATER DISTRICT
CONDITIONS OF APPROVAL FOR
MARINA POINT DEVELOPMENT
Page 2**

VI General

1. Nothing in these Conditions authorizes the Applicant to trespass on any land or property not owned by the District nor does it relieve the Applicant of the responsibility for compliance with applicable federal, state or local laws and ordinances.

9/6/01

2001-07 Replac~~e~~ Permit 1993



Big Bear Municipal Water District

Lake Management

Board of Directors
Bob Ludecke - Division 1
Chuck Rounds - Division 2
Skip Suhay - Division 3
John Eminger - Division 4
George Stanfield - Division 5

September 7, 2001

Irv Okovita
P.O. Box 577
Del Mar, CA 92014

Dear Mr. Okovita,

The attached shorezone alteration permit was approved by the Board of Directors at the September 6th meeting. One additional condition was included since your review of the draft permit. There is now a requirement to submit a weekly report to the District regarding the quantities of material removed from the Lake. All other conditions remain unchanged.

Once you have provided the District with the Contractor information and insurance and the performance bond documentation, the permit can be completed and signed and work can commence.

If you have any questions or need additional information, please contact me.

Sincerely,

Sheila Hamilton
General Manager

**BIG BEAR MUNICIPAL WATER DISTRICT
SHOREZONE ALTERATION PERMIT**

NO. 2001-07

(Replace 1993 Permit)

Big Bear Municipal Water District (hereinafter District) hereby grants a Shorezone Alteration Permit to: MARINA POINT DEVELOPMENT ASSOCIATES (hereinafter Owner).

Owner's Mailing Address 3585 FOURTH AVENUE, SAN DIEGO, CA 92103
Phone No.: Local Home 959-255-2418 Work (619) 294-7767 Other (619) 417-4416

Property Address: 39505 NORTH SHORE DRIVE Assessor's Parcel No.(APN): TRACT 57108

The following Contractor will perform the work described:

Contractor Name: _____

Address: _____

Phone No.: () _____ () _____

Contractor's License Number: _____ License must be current and in good standing.

District verification date: _____ By: _____

Owner may complete the project described as: ' Marina Point Dredge Project

Owner shall abide by all shorezone regulations and best management practices as set forth in District Resolution No. 2000-09 and 2001-07. Owner shall complete the project as described and shall satisfy the following conditions:

FEES (payable prior to commencement of project):

1. **Application:**
 - ___ \$ 35 administrative fee (only for filing Notice of Determination)
 - ___ \$100 ministerial project (other than head walk)
 - ___ \$250 head walk installation
 - ___ \$500 project requiring Negative Declaration under C.E.Q.A. process
 - ___ \$1,000 project requiring EIR/EIS under C.E.Q.A. process

2. **Mitigation for lakebottom disturbed:**
 - ___ \$200 shoreline erosion control project involving no fill other than placement of riprap, installation of toe protection for a seawall, launch ramp installation and installation of steps
 - \$3,000 other projects where additional mitigation may be required to reduce adverse impacts. These funds shall be used for future fishery enhancements (i.e. fish plants, fish structures) at the District's discretion.

PROJECT DESCRIPTION:

1.N/A Ministerial:

- ___ A. Place up to _____ cubic yards of: _____ riprap _____ gravel _____ sand _____ vegetation along the shoreline adjacent to the above-named property for the purpose of shore protection above and below high water line. (Riprap shall be at least twelve (12) inches in diameter, and must be inspected by District personnel before placement.)

- ___ B. Install filter cloth prior to placement of riprap. Owner shall contact District for inspection of filter cloth installation prior to placement of riprap.

- C. Removal of _____ cubic yards of material from the lake bottom for purpose of: _____
- D. Install a seawall described as: _____
- E. Install a private launch ramp or install steps to boat dock or concrete slurry the existing rocks to stabilize around launch ramp
- F. Install a head walk for pedestrian access to a dock gangway.

2. X Non-Ministerial:

- A. Dredge up to 44,000 cubic yards of lakebottom for the purpose of harbor deepening in the locations and as described in the application.
All dredged material shall be transported in such a manner as to prevent spillage on public or private property. Dredged material shall be disposed of at the following location:
 - (1) Cluster Pines. Dredged material will be used on-site to build pads for future building needs. All dredge material shall be protected as described in RWQCB discharge permit from entering into Big Bear Lake.
 - (2) A silt curtain shall be installed at a location approved by the District and said curtain shall remain in place following completion of the project until removal is approved by District personnel. Silt curtain shall be clearly marked to warn Lake users of its existence. The silt curtain cannot be removed without District approval.
- B. Fill material in the amount of 7,000 cubic yards shall be placed for the purpose of:
Source and type of soil must be approved by District.
Rock rip rap. Slope erosion protection, 24" and larger rock.
- C. Slope protection shall be used on the designated 2:1 slope with the following method:
Owner shall contact District for inspection of filter fabric, gravel or mine waste installation prior to continuation of project.
- D. The following mitigation measures shall be provided during project to offset disturbance of fish and/or wildlife habitat:
 - (1) ___ fish structures to be placed at locations approved by District
 - (2) ___ aerator system(s)
 - (3) ___ other _____
- E. Additional conditions:
 - (1) Public access footpath to the Lake

PROJECT COMMENCEMENT:

1. **The project shall begin no sooner than 09/12/01 and shall be completed no later than 11/30/02.**
2. Owner shall notify District five (5) days prior to commencement of project.
3. **As applicable, an executed copy of the graders permit from the County of San Bernardino, and/or executed copies from the State of California Department of Fish and Game, Corps of**

Engineers, Santa Ana Regional Water Quality Control Board, and any other applicable agencies' permits must be on file with the District prior to commencement of work.

- 4. Contractor shall obtain general liability insurance with limits of at least one-million dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering the applicant's obligations. The District, its officers, employees, agents and volunteers shall be named as additional insureds. Contractor shall provide the District with a certificate of insurance and additional insured endorsement (Insurance Services Office Form CG 2026, or equivalent) before scheduled use. Any insurance, self-insurance or other coverage maintained by the Contractor shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of at least A:VII. Contractor shall insure, or be a qualified self-insured, under the applicable laws relating to workers' compensation coverage (Labor Code Section 3700), all of their employees working on or about the District's facilities. Contractor shall provide the District with a certificate of Workers' Compensation prior to commencement of work. Surety company must be licensed and authorized to do business in the State of California.

- 5. X Contractor shall provide performance bond for 100% of the contract amount for the work covered under this permit prior to commencement of work.

ADDITIONAL CONDITIONS:

Should any of the terms and conditions described in this permit, or as set forth in the District's current shorezone resolution, not be met by Owner, permit shall be declared null and void.

This permit is granted with the understanding that Owner has complied with permit requirements of all other regulatory agencies. All legal fees or filing fees incurred as a result of the project shall be borne by the Owner.

This permit shall be available at the project location at all times, and Owner shall contact District for inspection when project is complete.

PERMIT ACKNOWLEDGEMENT:

Owner

Dated _____

Contractor

Dated _____

General Manager

Dated _____

Big Bear Municipal Water District

FINAL PROJECT INSPECTION BY DISTRICT

Lake Manager

Dated _____

4/23/03

2001-07 Mpls Permit 1993



Big Bear Municipal Water District

Lake Management

Board of Directors
Bob Ludecke - Division 1
Chuck Rounds - Division 2
Skip Suhay - Division 3
John Eminger - Division 4
George Stanfield - Division 5

April 23, 2003

Irv Okovita
Okon Development Co.
3585 Fourth Ave
San Diego, CA 92103

Dear Irv:

I am enclosing the shorezone alteration permit approved by our Board of Directors on September 6, 2001. Please sign and return at your earliest convenience, along with the required bonds and certificates of insurance.

The signed permit submitted to the District on April 14, 2003, which included amendments typed by your company cannot be accepted by the District. Per your request, this letter will serve as authorization that the permit is amended as follows:

- Section 2.B shall be revised to remove the installation of rock riprap.
- Section 2.C shall be amended to include installation of a shore guard sheet piling wall (S950) as shown on the revised plans.
- The permit shall be extended until November 30, 2003.

If you have any further questions, please contact me.

Sincerely,

Sheila Hamilton
General Manager

**BIG BEAR MUNICIPAL WATER DISTRICT
SHOREZONE ALTERATION
PERMIT NO. S2001-07 OKOVITA**

**Big Bear Municipal Water District (hereinafter District) hereby grants a Shorezone Alteration
Permit to Marina Point Development Associates (Replaces 1993)**

Mailing Address: c/o Okon Developments, 3585 Fourth Ave

City: San Diego
Phone: 858-755-2616

State: CA
Work: 619-294-7767

P/code: 92103
Other: 619-417-4416

Property Address: 39505 North Shore Drive
City: Fawnskin

APN:
State: CA

P/code: 92133

The following Contractor will perform the work described:

Name: Chas J. Rounds
City: Big Bear Lake
Phone No: 909-866-7828

Address: P.O. Box 1781
State: CA
Cell:

P/code: 92315
Fax:

License Number: 180928A
Verification Date: 4/23/2003

By: 107

**Owner may complete the project described as:
Marina Point Dredge Project**

Owner shall abide by all shorezone regulations and best management practices as set forth in District Resolution No. 2002-04.
Owner shall complete the project as described and shall satisfy the following conditions.

FEES (payable prior to commencement of project):

1. Application:

- \$25 administrative fee (only for filing Notice of Exemption)
- \$100 ministerial project (other than head walk)
- \$250 head walk installation
- \$500 project requiring Negative Declaration under C.E.Q.A. process
- \$1,000 project requiring EIR/EIS under C.E.Q.A. process

2. Mitigation for lake bottom disturbed:

- \$200 shoreline erosion control project involving no fill other than placement of rock rip rap, installation of toe protection for a seawall, launch ramp installation and installation of steps
- \$3,000 other projects where additional mitigation may be required to reduce adverse impacts (per acre or any portion of an acre) \$ _____

**BIG BEAR MUNICIPAL WATER DISTRICT
SHOREZONE ALTERATION
PERMIT NO. S2001-07 OKOVITA**

PROJECT DESCRIPTION:

1. **Ministerial:**
- A. Place up to _____ cubic yards of:
 rock gravel sand vegetation
along the shoreline adjacent to the above mentioned property for the purpose of shore protection above and below the high water line. (Rock rip rap shall be at least twelve (12) inches in diameter, and must be inspected by District personnel before placement)
 - B. Install filter cloth prior to placement of rock rip rap. Owner shall contact District for inspection of filter cloth installation prior to placement of rock rip rap.
 - C. Removal of _____ cubic yards of material from the Lake bottom for the purpose of:
 - D. Install a seawall described as:
 - E. Install a: private launch ramp; install steps to boat dock; concrete slurry the existing rocks to stabilize around the launch ramp
 - F. Install a head walk for pedestrian access to a dock gangway

2. **Non-Ministerial:**

- A. Dredge up to 44,000 cubic yards of lake bottom for the purpose of harbour deepening in the location and as described in the application.

All dredge material shall be transported in such a manner as to prevent spillage on public or private property. Dredged material shall be disposed of at the following location:

(1) Cluster Pines. Dredged material will be used on-site to build pads for future building needs. All dredge material shall be protected as described in RWQCB discharge permit from entering into Big Bear Lake.

(2) A silt curtain shall be installed at a location approved by the District and said curtain shall remain in place following completion of the project until removal is approved by District personnel. Silt curtain shall be clearly marked to warn Lake users of its existence. The silt curtain cannot be removed without District approval.

(3) Quantities of material removed from the Lake shall be reported to the District on a weekly basis. A form for recording these amount will be provided by the District.

- B. Fill material (source and type of soil must be approved by the District) in the amount of _____ cubic yards shall be placed for the purpose of:

- C. Slope protection shall be used on the designated 2:1 slope with the following method:
Owner shall contact the District for inspection of filter fabric, gravel or mine water installation prior to continuation of project

- D. The following mitigation measures shall be provided during project to offset disturbance of fish and/or wildlife habitat:

- (1) fish structures to be placed at location approved by District
- (2) aerator systems)
- (3) other

- E. Additional Conditions

- (1) Public access footpath to the Lake

PROJECT COMMENCEMENT:

H:\RACHAEL\Shorezone Alteration\2003\S2001-07 Okovita

**BIG BEAR MUNICIPAL WATER DISTRICT
SHOREZONE ALTERATION
PERMIT NO. S2001-07 OKOVITA**

1. The project shall begin no sooner than 09/12/01 and shall be completed no later than 11/30/02. If the project is not completed by the above date, Owner shall request an extension.
2. Owner shall notify the District five (5) days prior to commencement of the project.
3. As applicable, an executed copy of the building permit from the City of Big Bear Lake or the County of San Bernardino, and/or executed copies from the State of California Department of Fish and Game, Corps of Engineers, Santa Ana Regional Water Quality Control Board, and any other applicable agencies' permits must be on file with the District prior to commencement of work.
4. Contractor shall obtain general liability insurance with limits of at least one-million dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering the applicant's obligations. The District, its officers, employees, agents and volunteers shall be named as additional insureds. Contractor shall provide the District with a certificate of insurance and additional insured endorsement (Insurance Services Office Form CG 2026, or equivalent) before scheduled use. Any insurance, self-insurance or other coverage maintained by the Contractor shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of at least A-:VII. Contractor shall insure, or be a qualified self-insured, under the applicable laws relating to workers' compensation coverage (Labor Code Section 3700), all of their employees working on or about the District's facilities. Contractor shall provide the District with a certificate of Workers' Compensation prior to commencement of work.
5. Contractor shall provide performance bond for 100% of the contract amount for the work covered under this permit prior to commencement of work.

ADDITIONAL CONDITIONS:

Should any of the terms and conditions described in this permit, or as set forth in the District's current shorezone resolution, not be met by Owner, permit shall be declared null and void.


This permit is granted with the understanding that Owner has complied with permit requirements of all other regulatory agencies. All legal fees or filing fees incurred as a result of the project shall be borne by the Owner.

This permit shall be available at the project location at all times, and Owner shall contact District for inspection when project is complete.

PERMIT ACKNOWLEDGEMENT:

Marina Point Development Associates

Date: ____/____/____



Contractor

Date: 10/10/03

General Manager
Big Bear Municipal Water District

Date: ____/____/____

FINAL PROJECT INSPECTION BY DISTRICT

Lake Manager

Date: ____/____/____

BIG BEAR MUNICIPAL WATER DISTRICT SHOREZONE ALTERATION PERMIT NO. S2001-07 OKOVITA

1. The project shall begin no sooner than 09/12/01 and shall be completed no later than 11/30/02. If the project is not completed by the above date, Owner shall request an extension.

2. Owner shall notify the District five (5) days prior to commencement of the project.

3. As applicable, an executed copy of the building permit from the City of Big Bear Lake or the County of San Bernardino, and/or executed copies from the State of California Department of Fish and Game, Corps of Engineers, Santa Ana Regional Water Quality Control Board, and any other applicable agencies' permit must be on file with the District prior to commencement of work.

4. Contractor shall obtain general liability insurance with limits of at least one-million dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities described herein. Coverage shall include contractual liability covering the applicant's obligations. Officers, employees, agents and volunteers shall be named as additional insureds. Contractor shall provide certificate of insurance and additional insured endorsement (Insurance Services Office Form CG 2026, or equivalent) before commencement of work. Any insurance, self-insurance or other coverage maintained by the Contractor shall not constitute coverage. Coverage is to be placed with a carrier with an A.M. Best rating of at least A-:VII. Contractor shall insure, or be insured, under the applicable laws relating to workers' compensation coverage (Labor Code Section 3700), and shall provide the District with a certificate of insurance for all employees working on or about the District's facilities. Contractor shall provide the District with a certificate of insurance for all employees working on or about the District's facilities. Contractor shall provide the District with a certificate of insurance for all employees working on or about the District's facilities. Contractor shall provide the District with a certificate of insurance for all employees working on or about the District's facilities.

5. Contractor shall provide performance bond for 100% of the contract amount for the work covered under this permit prior to commencement of work.

ADDITIONAL CONDITIONS:

Should any of the terms and conditions described in this permit, or as set forth in the District's current shorezone alteration, not be met by Owner, permit shall be declared null and void. This permit is granted with the understanding that Owner has complied with permit requirements of all other relevant agencies. All legal fees or filing fees incurred as a result of the project shall be borne by the Owner. This permit shall be available at the project location at all times, and Owner shall contact District for inspection of project is complete.

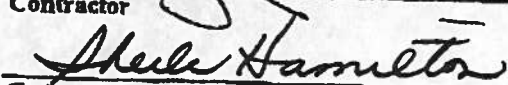
PERMIT ACKNOWLEDGEMENT:


Marina Point Development Associates

Date: 6/11/03


Contractor

Date: 6/10/03


Sheila Hamlet
General Manager
Big Bear Municipal Water District

Date: 6/11/03

FINAL PROJECT INSPECTION BY DISTRICT

Lake Manager

Date:

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

MEETING DATE: SEPTEMBER 6, 2001

AGENDA ITEM: 6C

SUBJECT:

CONSIDER APPROVAL OF REVISED SHOREZONE ALTERATION CONDITIONS FOR THE MARINA POINT DEVELOPMENT PROJECT

RECOMMENDATION:

The General Manager, Lake Manager and Operations Committee (Directors Suhay and Eminger) recommend approval.

DISCUSSION/FINDINGS:

In 1992, the Board approved a 44,000 cubic yard dredge project for Marina Point. The project area is adjacent to what was originally called Cluster Pines Marina and is being completed to accommodate dock access for the condominium complex being constructed. A shorezone alteration permit was issued in 1992, and a revised permit was issued in 1993. The revision addressed the change in the District's fee structure for dredging mitigation.

Various circumstances caused a delay in project implementation and it is now scheduled to begin later this month. However, once again a revised permit is required because in the eight years since the permit was issued, the District's requirements, conditions of approval and fees have changed. A standardized permit has also been developed. The fee schedule in place at the time the last permit was issued, required nearly \$20,000 in mitigation fees. Since that time, the District has adopted policies, which encourage, not discourage, projects of this type. Also, previous permits did not include the appropriate contractor information or bonding requirements.

The project still includes the removal of approximately 40,000 cubic yards from the enclosed harbor area and the open bay to the west. It also includes the placement of approximately 7,000 cubic yards of rock for slope stabilization along the jetties and shoreline. Some of the original permit conditions are no longer applicable and it is therefore recommended that the District's standard shorezone alteration permit be issued, to replace the 1993 permit. The permit will continue to include the condition that a public access path to the Lake be included in the project.

It is also recommended that a mitigation fee of \$3,000 the same as invoked for the Pine Knot Landing project, be approved. Although the surface areas are considerably more than the Pine Knot project, the actual dredge quantity is somewhat less. The committee discussed the benefits of the project and concurred that this is an equitable fee for future fishery enhancement projects for the Lake.

Once approved, the project proponent's plan on project implementation before October 1st, conditional they can complete the project by November 30th or obtain a waiver of the eagle habitat restriction. All permits from other regulatory agencies have been renewed annually since 1992 and the project has been discussed with the Santa Ana Regional Water Quality Control Board. Standard conditions, such as installation of a silt curtain, water quality monitoring and reporting of dredge volumes will be required.

Because the Board of Directors approved the original permit conditions in 1991, Board approval is now required to modify those conditions.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Sheila Hamilton, General Manager

**BIG BEAR MUNICIPAL WATER DISTRICT
SHOREZONE ALTERATION PERMIT
NO. 2001-07**

(Replace 1993 Permit)

Big Bear Municipal Water District (hereinafter District) hereby grants a Shorezone Alteration Permit to: _____ (hereinafter Owner).

Owner's Mailing Address _____

Phone No.: Local Home _____ Work () _____ Other () _____

Property Address: _____ Assessor's Parcel No.(APN): _____

The following Contractor will perform the work described:

Contractor Name: _____

Address: _____

Phone No.: () _____ () _____

Contractor's License Number: _____ License must be current and in good standing.

District verification date: _____ By: _____

Owner may complete the project described as: Marina Point Dredge Project

Owner shall abide by all shorezone regulations and best management practices as set forth in District Resolution No. 2000-09 and 2001-07. Owner shall complete the project as described and shall satisfy the following conditions:

FEES (payable prior to commencement of project):

1. Application:

- ___ \$ 35 administrative fee (only for filing Notice of Determination)
- ___ \$100 ministerial project (other than head walk)
- ___ \$250 head walk installation
- ___ \$500 project requiring Negative Declaration under C.E.Q.A. process
- ___ \$1,000 project requiring EIR/EIS under C.E.Q.A. process

2. Mitigation for lakebottom disturbed:

- ___ \$200 shoreline erosion control project involving no fill other than placement of riprap, installation of toe protection for a seawall, launch ramp installation and installation of steps
- \$3,000 other projects where additional mitigation may be required to reduce adverse impacts. These funds shall be used for future fishery enhancements (i.e. fish plants, fish structures) at the District's discretion.

PROJECT DESCRIPTION:

1.N/A Ministerial:

___ A. Place up to ___ cubic yards of: ___ riprap ___ gravel ___ sand ___ vegetation along the shoreline adjacent to the above-named property for the purpose of shore protection above and below high water line. (Riprap shall be at least twelve (12) inches in diameter, and must be inspected by District personnel before placement.)

___ B. Install filter cloth prior to placement of riprap. *Owner shall contact District for inspection of filter cloth installation prior to placement of riprap.*

___ C. Removal of ___ cubic yards of material from the lake bottom for purpose of: _____

___ D. Install a seawall described as: _____

___ E. Install a private launch ramp or install steps to boat dock or concrete slurry the existing rocks to stabilize around launch ramp

___ F. Install a head walk for pedestrian access to a dock gangway.

2. X Non-Ministerial:

X A. Dredge up to 44,000 cubic yards of lakebottom for the purpose of harbor deepening in the locations and as described in the application.

All dredged material shall be transported in such a manner as to prevent spillage on public or private property. Dredged material shall be disposed of at the following location:

- (1) Cluster Pines. Dredged material will be used on-site to build pads for future building needs. All dredge material shall be protected as described in RWQCB discharge permit from entering into Big Bear Lake.
- (2) A silt curtain shall be installed at a location approved by the District and said curtain shall remain in place following completion of the project until removal is approved by District personnel. Silt curtain shall be clearly marked to warn Lake users of its existence. The silt curtain cannot be removed without District approval.

X B. Fill material in the amount of 7,000 cubic yards shall be placed for the purpose of: *(3) Quantities of dredge material removed from the source and type of soil must be approved by District. The must be reported to the MWP*

Rock rip rap. Slope erosion protection, 24" and larger rock.

X C. Slope protection shall be used on the designated 2:1 slope with the following method: Owner shall contact District for inspection of filter fabric, gravel or mine waste installation prior to continuation of project.

N/A D. The following mitigation measures shall be provided during project to offset disturbance of fish and/or wildlife habitat:

- (1) ___ fish structures to be placed at locations approved by District
- (2) ___ aerator system(s)
- (3) ___ other _____

X E. Additional conditions:

- (1) Public access footpath to the Lake

PROJECT COMMENCEMENT:

- 1. The project shall begin no sooner than 09/12/01 and shall be completed no later than 11/30/02.
- 2. Owner shall notify District five (5) days prior to commencement of project.
- 3. As applicable, an executed copy of the graders permit from the County of San Bernardino, and/or executed copies from the State of California Department of Fish and Game, Corps of

Engineers, Santa Ana Regional Water Quality Control Board, and any other applicable agencies' permits must be on file with the District prior to commencement of work.

- 4. Contractor shall obtain general liability insurance with limits of at least one-million dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering the applicant's obligations. The District, its officers, employees, agents and volunteers shall be named as additional insureds. Contractor shall provide the District with a certificate of insurance and additional insured endorsement (Insurance Services Office Form CG 2026, or equivalent) before scheduled use. Any insurance, self-insurance or other coverage maintained by the Contractor shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of at least A:-VII. Contractor shall insure, or be a qualified self-insured, under the applicable laws relating to workers' compensation coverage (Labor Code Section 3700), all of their employees working on or about the District's facilities. Contractor shall provide the District with a certificate of Workers' Compensation prior to commencement of work. Surety company must be licensed and authorized to do business in the State of California.

- 5. X Contractor shall provide performance bond for 100% of the contract amount for the work covered under this permit prior to commencement of work.

ADDITIONAL CONDITIONS:

Should any of the terms and conditions described in this permit, or as set forth in the District's current shorezone resolution, not be met by Owner, permit shall be declared null and void.

This permit is granted with the understanding that Owner has complied with permit requirements of all other regulatory agencies. All legal fees or filing fees incurred as a result of the project shall be borne by the Owner.

This permit shall be available at the project location at all times, and Owner shall contact District for inspection when project is complete.

PERMIT ACKNOWLEDGEMENT:

Owner

Dated _____

Contractor

Dated _____

General Manager
Big Bear Municipal Water District

Dated _____

FINAL PROJECT INSPECTION BY DISTRICT

Lake Manager

Dated _____

RESOLUTION NO. 2001-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT AMENDING RESOLUTION 2000-09 AS IT RELATES TO THE PERMIT APPLICATION

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BIG BEAR MUNICIPAL WATER DISTRICT as follows:

Section 1. Purpose and Scope

This resolution amends Resolution 2000-09 as it relates to performance bond requirements.

Section 2. Amendment

Section 4 of Resolution No. 2000-09 is hereby amended and reenacted to read as follows:

Section 4. Permit Application

- (a) An applicant for a ministerial shorezone alteration project or a project involving less than 10,000 cubic yards of material moved shall complete an application form provided by the District that contains at least the following information:
- (1) Name, address and phone number of applicant
 - (2) Name, address, phone number and when applicable, appropriate contractor's license number, of the person or persons completing the project and responsible for the construction site.
 - (3) A site/plot plan that includes a scale drawing of the proposed project and quantity of material being moved.
- (b) An applicant for a shorezone alteration project that involves 10,000 cubic yards or more of material moved shall provide the following in addition to the foregoing:
- (1) Site plan prepared by a licensed engineer showing in detail the extent of the alteration desired and the existing shorezone conditions at least 100' on either side of the alteration project.
- (c) Performance bond for 100% of the cost for project completion, accompanied by a copy of the agreement entered into by the applicant to perform the subject alteration.

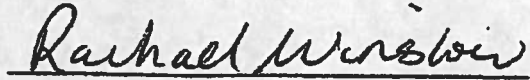
Resolution No. 2001-07 is hereby reaffirmed and readopted.

APPROVED AND ADOPTED this 2nd day of August, 2001.



Robert Ludecke, President

ATTEST:



Rachael Winslow, Secretary to the Board

(SEAL)

RESOLUTION NO. 2000-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT, RE-ESTABLISHING SHOREZONE REGULATIONS OF BIG BEAR LAKE, AND REPEALING RESOLUTION NOS. 96-17 AND 98-04

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BIG BEAR MUNICIPAL WATER DISTRICT as follows:

Section 1. Purpose and Scope

This resolution establishes rules and regulations, permit procedures, and the policy of the District with regard to any alterations of the shorezone areas of Big Bear Lake.

Section 2. Definitions

The following terms are defined for the purposes of this resolution, unless otherwise apparent from context:

(a) 'High water line' means the historic contour line within Bear Valley at the Bear Valley Dam spillway elevation of 6743.2' msl

(b) 'Shorezone' means the lake bottom area below and including elevation 6743.2'.

(c) 'Adjacent property' means property above the high water line of Big Bear Lake adjacent to and abutting the shorezone.

(d) 'Ministerial project' means:

(1) the placement of up to 50 cubic yards of sand or gravel below the high water line, providing an equal amount of material has been removed; the removal of annual vegetation for fire protection; the planting of vegetation for slope protection; the removal of up to 100 cubic yards of material provided the material is placed above the high water line of Big Bear Lake or hauled away;

(2) the placement of up to 50 cubic yards of riprap below the high water line for shoreline erosion control, provided the material is 12" or larger in diameter, may or may not require an equal amount of removal depending upon the District's environmental review of the project;

(3) construction of a launch ramp or steps with up to 50 cubic yards of material below the high water line;

(4) installation of toe protection for construction of a seawall;

(5) construction and installation of a head walk

(e) 'Lake' means Big Bear Lake.

(f) 'District' means Big Bear Municipal Water District

(g) 'Head walk' means an uncovered raised walkway constructed on pilings and installed in the Lake bottom to provide pedestrian access to a dock gangway

Section 3. Shorezone Classifications

The shorezone around the Lake exhibits different qualities, and the following standards define shorezone classifications and alterations permitted within each classification:

(a) Class "R" shorezone areas are typically adjacent to privately owned residential lakefront property. Motels, hotels, dock clubs or similar residential-oriented lake facilities shall be considered in this classification. No fences, piers, decks or other permanent structures may be placed within the shorezone. No part of any structure on lakefront property may be cantilevered beyond the high water line. The following types of shorezone alterations will be permitted within this class:

(1) Dredge or vegetation removal projects provided that all conditions contained in Sections 4, 5 and 6 of this resolution are met in full.

(2) Docks or mooring buoys in accordance with dock standards.

(3) Concrete landing mat or other District approved material launch ramps or steps. Launch ramps constructed shall be for private use of the adjacent residential property only and shall not be used for any commercial use.

(4) Head walks

a. Construction standards:

1. A head walk shall be no more than 4 feet in width, shall be placed perpendicular to the shore, and shall extend no more than 24 feet beyond the lakeside boundary of applicant's property. In the event the applicant's lakeside property boundary is located below the existing high water line, the head walk shall not extend more than 24 feet beyond the existing high water line.
2. Any access steps to the head walk shall be included in the calculation of the 24 feet maximum.
3. Steel pilings or plastic pilings with a steel core, approved by the District, shall be driven into the Lake bottom and shall not be anchored in concrete.
4. A head walk shall have guardrails.
5. The opening to the gangway shall be gated whenever the dock system is removed.
6. A head walk shall be uncovered.
7. The deck portion of the head walk shall be no higher than elevation 6,745' above msl.
8. A head walk shall meet applicable building code requirements.
9. A request for a variance of the construction standards shall be governed by the same procedures as a dock variance.

b. Permit requirements:

1. Proof that a building permit has been issued by the authority having jurisdiction (City of Big Bear Lake or County of San Bernardino) shall be provided to the District prior to District's issuance of a shorezone alteration permit and installation of the head walk. A copy of the final inspection shall also be provided to the District.

2. A head walk shall be subject to ongoing inspections as part of the annual dock inspection program

c. Other restrictions:

1. A head walk shall not be used for mooring of boats..
2. A head walk shall be installed and maintained only in conjunction with a dock system. Should the dock system be removed for other than temporary winter storage or low lake levels, the head walk shall also be removed.
3. District shall record with the County of San Bernardino an agreement for each property from which a head walk originates.
4. A head walk shall not be allowed for docks accessible only by an easement, for Forest Service permittees unless a Forest Service permit is obtained, or in areas of the Lake where the configuration of the shoreline precludes use and access as determined by the District.

d. Existing head walks

1. Within thirty (30) days from date of notification by the District, the owner of a head walk installed on the Lake bottom prior to October 19, 2000, including but not limited to those located at Dock Nos. 57, 58, 213, 360, 389, 394, 396, 433, 638, 649, 672, 687/88, 698 and 781 shall be required to submit "as-built" plans. All owners shall be required to satisfy the construction requirements of the authority having jurisdiction within 90 days of submitting "as-built" plans to the District.
 - a. Should the District not receive "as-built" plans within the thirty (30) day period, or should the head walk not satisfy the construction requirements of the authority having jurisdiction, it must be removed or modified to satisfy those requirements within sixty (60) days of notification by the District.
2. Any existing head walk authorized under this section and not meeting the size requirements set forth in Section A1 above, shall be permitted at the District's discretion until such time as it is replaced. Permission shall not be unreasonably withheld and upon replacement, the head walk shall meet the size restrictions in effect at that time

District approval shall be contingent upon approval by the Department of Fish and Game.

(b) Shorezone classified as public recreation areas "PR", shall be dedicated to the construction and maintenance of public recreation facilities. Shorezone areas in this classification are typically located adjacent to lakefront property owned and maintained by a public agency. No part of any structure on lakefront property may be cantilevered beyond the high water line. The following types of shorezone alterations and uses will be permitted within this class:

- (1) Dredge or vegetation removal projects
- (2) Permanent docks, piers, head walks or other permanent structures, with size and other restrictions to be determined on a case-by-case basis.

District approval shall be contingent upon approval by the Department of Fish and Game.

(c) Shorezone classified as commercial recreation "CR" shall be dedicated to providing water-oriented recreation facilities to the general public. Specifically included in this zone are the seventeen commercial boat landing licenses. No fences, piers, decks or other permanent structures may be placed within the shorezone. No part of any structure on lakefront property may be cantilevered over the high water line. The following types of shorezone alterations and uses will be permitted within this class:

(1) Dredge or vegetation removal projects. Docks or mooring buoys in accordance with the Commercial License agreement.

(2) Concrete landing mat or District approved material launch ramps or steps

(3) Head walks

a. Construction standards:

1. A head walk shall be no more than 8 feet in width, shall be placed perpendicular to the shore and shall extend no more than 24 feet beyond the lakeside boundary of applicant's property. In the event the applicant's surveyed lakeside property boundary is located in the Lake, the head walk shall not extend more than 24 feet beyond the existing high water mark.
2. Any access steps to the head walk shall be included in the calculation of the 24 feet maximum.
3. Steel pilings or plastic pilings with a steel core, approved by the District, shall be driven into the Lake bottom and shall not be anchored in concrete.
4. A head walk shall have guardrails.
5. The opening to the gangway shall be gated whenever the dock system is removed.
6. A head walk shall be uncovered.
7. The deck portion of the head walk shall be no higher than elevation 6,745 above msl.
8. A head walk shall meet applicable building code requirements.
9. A request for a variance of the construction standards shall be governed by the same procedures as a dock variance.

b. Permit requirements:

1. Proof that a building permit has been issued by the authority having jurisdiction (City of Big Bear Lake or County of San Bernardino) shall be provided to the District prior to District's issuance of a shorezone alteration permit and installation of the head walk. A copy of the final inspection shall also be provided to the District.
2. A head walk shall be subject to inspection as part of the ongoing marina dock inspection program.

c. Other restrictions:

1. A head walk shall not be used for mooring of boats.
2. A head walk shall be installed and maintained only in conjunction with a dock system. Should the dock system be removed for other than temporary winter storage or low lake levels, the head walk shall also be removed.
3. A head walk shall be installed and maintained only in conjunction with a dock system. Should the dock system be removed for other than temporary winter storage or low lake levels, the head walk shall also be removed.

4. District shall record with the County of San Bernardino an agreement for each property from which a head walk originates.
- d. Existing head walks:
1. Within thirty (30) days from date of notification by the District, the owner of the head walk owned by the Eagle Point Estates Homeowners Association (Dock #675), shall be required to submit "as-built" plans to the District. The applicant shall also be required to satisfy the construction requirements of the authority having jurisdiction.
 2. Should the head walk not satisfy the construction requirements of the authority having jurisdiction, it must be removed or modified to satisfy those requirements within sixty (60) days of notification by the District.
 3. The existing head walk authorized under this section, but not meeting the size requirements set forth in Section A1 above, shall be permitted at the District's discretion until such time as it is replaced. Permission shall not be unreasonably withheld and upon replacement, the head walk shall meet the size restrictions in effect at that time.

District approval shall be contingent upon approval by the Department of Fish and Game.

Section 4. Permit Application

(a) An applicant for a ministerial shorezone alteration project shall complete an application form provided by the District that contains at least the following information:

- (1) Name, address and phone number of applicant
- (2) Name, address, phone number and when applicable, appropriate Contractor's License number, of the person or persons completing the project and responsible for the construction site.
- (3) A site/plot plan that includes a scale drawing of the proposed project.

(b) An applicant for a shorezone alteration project that is not ministerial shall provide the following information in addition to the foregoing:

Site plan prepared by a licensed engineer for projects larger than 10,000 cubic yards of material moved showing in detail the extent of the alteration desired and the existing shorezone conditions at least 100' on either side of the alteration project.

Section 5. Application Review

(a) Staff will review and discuss the plan with the applicant suggesting any modifications to assist in completing the project. Before any permit is issued, copies of required permits from other regulatory agencies shall be provided to the District.

(b) Staff will present the application to the Operations Committee for review. On projects that are not ministerial, the Operations Committee will recommend conditions to the Board of Directors. The Board will review the application and committee report at a regular meeting. The decision of the Board of

Directors is final. If approved, Staff will supervise the project through completion to ensure that all permit conditions are satisfied.

(c) Staff will coordinate and oversee projects to assure that all conditions are met. When applicable and prior to commencement of work, the contractor shall be required to provide proof of liability insurance and workers' compensation coverage as more fully described on the shorezone alteration permit. A performance bond in an amount determined by the District may be required for non-ministerial projects. When all conditions have been satisfied, the performance bond will be released.

Section 6. Management Practices and Criteria

(a) All projects shall incorporate best management practices in the design of shorezone stabilization, slope design and slope protection; and in the design and methods for dredging; and for all other design criteria. The District will provide best management guidelines and construction standards for these types of activities.

(b) As determined by District staff, shoreline protection projects using riprap may require stapled-in-place filter fabric. District staff shall inspect fabric installation prior to riprap installation.

(c) The final protective covering shall be placed as soon as possible after the final slope is established. Slope protection shall be placed before December 1 of each year. Equipment shall not be operated in the water or its margin except during excavation, and as may be necessary to construct barriers. If work in the water is unavoidable, a silt curtain enclosure to prevent siltation of the lake beyond the immediate working area shall be installed. The said curtain shall be constructed of material capable of withstanding wave and water action reasonably expected at the site. District Staff shall inspect the silt curtain prior to commencement of work. The enclosure and any supportive material shall be completely removed upon approval by District Staff when the work is completed.

(d) Discharge of oil, grease or other lubricants, hydraulic fluid or similar chemicals is specifically prohibited. If maintenance of construction equipment is required on the site, all oil, grease, gasoline, hydraulic fluid and other material shall be collected and removed from the site.

(e) Use of herbicides or other toxic substances as part of a shorezone alteration project is prohibited.

(f) Employees of the District engaged in routine lake maintenance activities shall be exempt from the provisions of these standards. Routine lake maintenance activities include but are not limited to: aquatic weed management, debris removal, emergency erosion control, beach replenishment, dock removal and removal of hazards to navigation.

(g) Impacts on the Lake's storage capacity or surface acres shall be taken into consideration when evaluating any shorezone alteration project.

(h) Any material placed as part of any shorezone alteration shall not contain asphalt, toxic substances, excessive organic material or any substance that would adversely affect the water quality.

(i) When necessary for lake maintenance, shorezone alteration projects shall provide access to the shoreline for lake maintenance vehicles and equipment.

(j) A prime concern of the District is a workable compromise between the private property rights of the lake front property owner and the right of access to the lake by the general public. Public accessibility to the particular stretch of shoreline before and after a project will be evaluated. No shorezone alteration project shall be approved if it results in a significant reduction in access by the general public to the affected portion of the Lake.

(k) The applicant for a shorezone alteration permit may be required to present a legal record of survey showing the lakeside boundary of the property to be altered. In these cases, permanent monuments shall be set for the lakeside boundaries.

(l) In an emergency situation, shoreline protection may be accomplished only through the temporary placement of canvas sandbags until such time as an appropriate project can be developed and approved.

Section 7. Violations

Any person who violates any provisions of this ordinance is guilty of an infraction. Such person is guilty of a separate offense for each and every day during any portion of which any violation of these standards is committed, or continued by such person, firm or corporation, and shall be punishable as herein provided. The District may also seek civil remedy including injunctive relief which might be appropriate.

Section 8. Wildlife Mitigation Fund Area

(a) In 1982, the area of Big Bear Lake between Stanfield Cutoff and Division Road was dedicated as a wildlife preserve to be known as Stanfield Marsh. Stanfield Marsh shall be improved as described in the Wildlife/Waterfowl Habitat Improvement Project adopted in 1993.

(b) A separate fund is hereby established entitled, "Wildlife Mitigation Fund", wherein one-half of funds contributed as mitigation shall be deposited into an account for the wildlife management plan in the Stanfield Wildlife Preserve.

(c) A separate fund is hereby established entitled, "Lake Improvement Fund", wherein one-half of funds contributed as mitigation shall be deposited into an account to be used for lake improvements in the Lake proper or other area to be determined by the District.

(d) Fees for mitigation shall be adopted from time to time by resolution as part of the fee structure adopted annually.

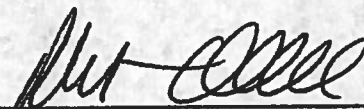
Section 9. Annexation of Shorezone Property

The District shall support the annexation of property to the City of Big Bear Lake when the property is contiguous to the existing territory of the City of Big Bear Lake and the property consists of fill material placed in the Lake prior to the date of this amendment. The District shall also require annexation of the property contiguous to the territory of the City of Big Bear Lake when the property consists of fill material placed in the Lake at any time pursuant to a shorezone alteration permit issued by the District.

Section 10. Repeals

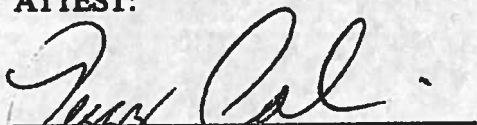
Resolution Nos. 96-17 and 98-04 are hereby repealed.

APPROVED AND ADOPTED this 19th day of October 2000.



Robert Ludecke, Vice President

ATTEST:


Peggy Calvin, Secretary to the Board

(SEAL)

**MARINA POINT DEVELOPMENT
SHOREZONE ALTERATION PERMIT**

This agreement entered into between Big Bear Municipal Water District, hereinafter called the "District", and Marina Point Development, hereinafter called the "Applicant", is as follows:

WHEREAS, pursuant to Ordinance 26 and Resolution No. 92-03 of the District, the Applicant notified District of their desire to modify the shoreline near Fawnskin, and

WHEREAS, the District, represented by Jere Mitchell-General Manager, has made an inspection of the subject property, and

WHEREAS, the District has determined that the Applicant's project may substantially affect the shorezone resources,

NOW, THEREFORE, the District and Applicant do hereby agree as follows:

Section A - Scope of Work

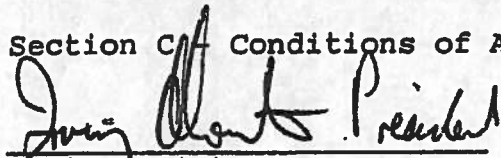
The Applicant hereby agrees to undertake the work as shown on the Shorezone Application and Exhibit A, attached hereto, and made a part of this permit.

Section B - General Conditions

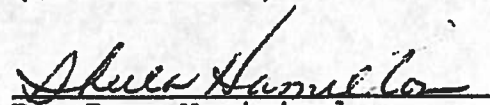
1. The Applicant will not use any herbicide or weed control chemicals without previous approval from the District.
2. The Applicant will ensure that no oil, lubricant, grease, hydraulic fluid or similar chemicals will be discharged on the site.
3. The Applicant will provide the District with five (5) days notice before beginning work, and will provide the District with a precise work schedule.
4. All terms, covenants and conditions shall enure and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties.
5. Any breach of this contract is cause for stopping all work on twenty-four (24) hours notice and the District may seek damages for any loss incurred.

The parties hereto have caused this agreement to be duly executed with all formalities required by law.

Section C - Conditions of Approval (see attached)

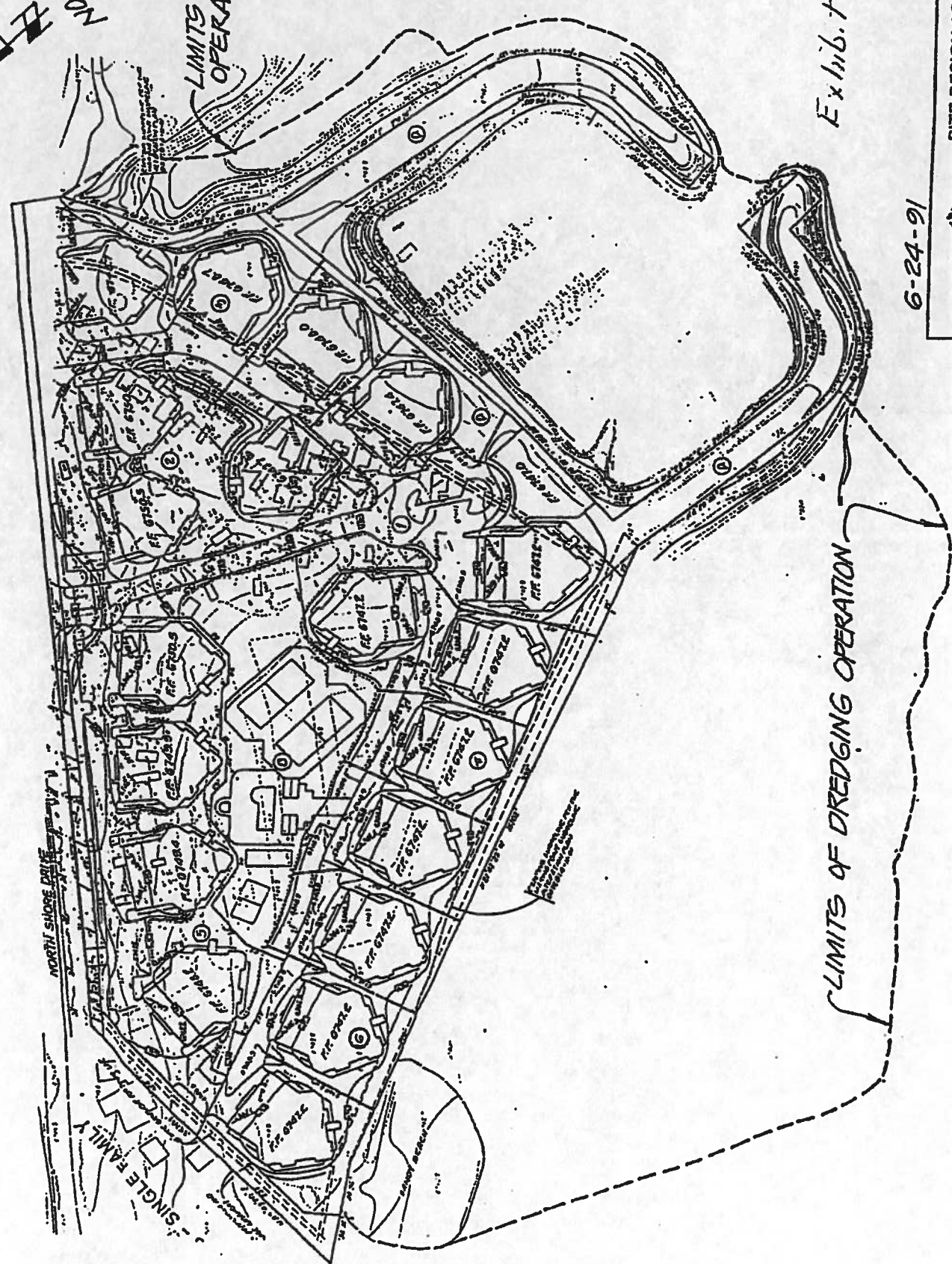

Marina Point
Development Associates
OKON Investments, Inc. G.P.

4/15/93
Date


Big Bear Municipal
Water District

4/20/93
Date

NO SCALE



LIMITS OF DREDGING OPERATION

Exhibit A

LIMITS OF DREDGING OPERATION

6-24-91

J-843

SITF DESIGN ASSOCIATES INC

**BIG BEAR MUNICIPAL WATER DISTRICT
CONDITIONS OF APPROVAL FOR
MARINA POINT DEVELOPMENT**

I Landscaping

1. Landscaping on appropriate portions of the site shall incorporate straw mulching or other District approved measures to keep soil from eroding into the Lake.
2. The District shall review and approve the landscape plan for the existing peninsulas. This will ensure that the plan will provide adequate concealment and softening to reduce the stony visual contrast of the existing peninsulas. The tract CC&Rs will provide sufficient funds to the Homeowners' Association to maintain all appropriate portions of the landscaping. The Applicant will also provide an appropriate bond as determined by District Staff to cover maintenance of landscaping.

II Dredge

1. The Applicant shall meet the requirement of District Ordinance 26. The Applicant shall submit a construction plan and method of construction and the time frames involved.
2. All dredging in the water shall be performed within a double silt curtain to contain fine grain sediments. The dredging plan shall be prepared by a registered engineer.

III Aquatic Ecology

1. The Applicant shall provide a site specific fisheries mitigation plan to the District for its review and approval. The plan shall include the placement of spawning gravel on the Lake bottom and fish attractant habitat.

IV Public Access

1. Applicant shall provide a footpath access to the Lake.

V Shorezone Alteration Permit Fees

1. All applicable fees shall be paid prior to commencement of dredging. Based on the 8.5 acres of lakebottom to be disturbed, the permit fees are calculated as follows:

| | |
|---|-----------------|
| Permit for major alteration (over 1 acre) | \$ 500 |
| Mitigation of lakebottom disturbed: | |
| First acre | \$ 200 |
| 1.1 to 10 acres (7.5 acres @\$2,500 per acre) | <u>\$18,750</u> |
| TOTAL FEES | \$19,450 |

**BIG BEAR MUNICIPAL WATER DISTRICT
CONDITIONS OF APPROVAL FOR
MARINA POINT DEVELOPMENT
Page 2**

VI General

1. Nothing in these Conditions authorizes the Applicant to trespass on any land or property not owned by the District nor does it relieve the Applicant of the responsibility for compliance with applicable federal, state or local laws and ordinances.

11/7/05

2001-7 Addendum

**BIG BEAR MUNICIPAL WATER DISTRICT
SHOREZONE ALTERATION PERMIT
NO. 2001-07 Addendum**

Big Bear Municipal Water District (hereinafter **District**) hereby grants a Shorezone Alteration Permit to: Okon Development (hereinafter **Owner**).

Owner's Mailing Address: 3585 Fourth Ave, San Diego, CA 92103
Phone No: 858-755-2616 Work: 619-294-7767 Other: 619-417-4416

Property Address: 39505 North Shore Drive, Fawnskin 92133
Assessor's Parcel No.(APN):

The following Contractor will perform the work described:

Contractor Name: Bear Valley Paving
Address: P.O. Box 1588, Big Bear Lake, CA 92315
Phone No.: (909) 866-4746
Contractor's License Number: A269261 License must be current and in good standing.
District verification date: 10/19/05 By: Vicki Sheppard

Owner may complete the project described as:

Interim corrective measure order for notice of violation of the clean water act enforcement case no. 200300558-FT as described in letter dated 9/28/05 from the Department of the Army and as described in the letter dated 9/14/05 from Latham & Watkins LLP (attached)

Owner shall abide by all shorezone regulations and best management practices as set forth in District Resolution No. 2000-09. Owner shall complete the project as described and shall satisfy the following conditions:

FEES (payable prior to commencement of project):

1. Application:

- ___ \$ 35 administrative fee (only for filing Notice of Determination)
- ___ \$100 ministerial project (other than head walk)
- ___ \$250 head walk installation
- ___ \$500 project requiring Negative Declaration under C.E.Q.A. process
- ___ \$1,000 project requiring EIR/EIS under C.E.Q.A. process

2. Mitigation for lakebottom disturbed:

- ___ \$200 shoreline erosion control project involving no fill other than placement of riprap, installation of toe protection for a seawall, launch ramp installation and installation of steps
- ___ \$1,000 other projects where additional mitigation may be required to reduce adverse impacts (per acre or any portion of an acre) \$ _____

PROJECT DESCRIPTION: See Attached

1. ___ Ministerial:

___ A. Place up to ___ cubic yards of: ___ riprap ___ gravel ___ sand ___ vegetation

along the shoreline adjacent to the above-named property for the purpose of shore protection above and below high water line. (Riprap shall be at least twelve (12) inches in diameter, and must be inspected by District personnel before placement.)

- _____ B. Install filter cloth prior to placement of riprap. *Owner shall contact District for inspection of filter cloth installation prior to placement of riprap.*
- _____ C. Removal of _____ cubic yards of material from the lake bottom for purpose of: _____
- _____ D. Install a seawall described as: _____
- _____ E. Install a private launch ramp or install steps to boat dock or concrete slurry the existing rocks to stabilize around launch ramp
- _____ F. Install a head walk for pedestrian access to a dock gangway.

2. Non-Ministerial:

- _____ A. Dredge up to 44,000 cubic yards of lakebottom for the purpose of harbor deepening in the location and as described in the application.
All dredged material shall be transported in such a manner as to prevent spillage on public or private property. Dredged material shall be disposed of at the following location:

(1) A silt curtain shall be installed at a location approved by the District and said curtain shall remain in place following completion of the project until removal is approved by District personnel. Silt curtain shall be clearly marked to warn Lake users of its existence.
- _____ B. Fill material in the amount of _____ cubic yards shall be placed for the purpose of:
Source and type of soil must be approved by District.

- _____ C. Slope protection shall be used on the designated _____ slope with the following method:

Owner shall contact District for inspection of filter cloth installation prior to continuation of project.
- _____ D. The following mitigation measures shall be provided during project to offset disturbance of fish and/or wildlife habitat:
 - (1) ___ fish structures to be placed at locations approved by District
 - (2) ___ aerator system(s)
 - (3) ___ other _____

PROJECT COMMENCEMENT:

- 1. The project shall begin not begin until a copy of the permit from the Army Corp of Engineers, the Department of Fish & Game and authorization from the Court is provided to the District and the project shall be completed no later than 11/30/05.

2. Owner shall notify District five (5) days prior to commencement of project.
3. As applicable, an executed copy of the building permit from the City of Big Bear Lake or County of San Bernardino, and/or executed copies from the State of California Department of Fish and Game, Corps of Engineers, Santa Ana Regional Water Quality Control Board, and any other applicable agencies' permits must be on file with the District prior to commencement of work.
4. Contractor shall obtain general liability insurance with limits of at least one-million dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering the applicant's obligations. The District, its officers, employees, agents and volunteers shall be named as additional insureds. Contractor shall provide the District with a certificate of insurance and additional insured endorsement (Insurance Services Office Form CG 2026, or equivalent) before scheduled use. Any insurance, self-insurance or other coverage maintained by the Contractor shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of at least A-:VII. Contractor shall insure, or be a qualified self-insured, under the applicable laws relating to workers' compensation coverage (Labor Code Section 3700), all of their employees working on or about the District's facilities. Contractor shall provide the District with a certificate of Workers' Compensation prior to commencement of work.
5. Contractor shall provide performance bond for 100% of the contract amount for the work covered under this permit prior to commencement of work.

ADDITIONAL CONDITIONS:

Should any of the terms and conditions described in this permit, or as set forth in the District's current shorezone resolution, not be met by Owner, permit shall be declared null and void.

This permit is granted with the understanding that Owner has complied with permit requirements of all other regulatory agencies. All legal fees or filing fees incurred as a result of the project shall be borne by the Owner.

This permit shall be available at the project location at all times, and Owner shall contact District for inspection when project is complete.

PERMIT ACKNOWLEDGEMENT:

Owner _____
Annie Stewart, Project Manager
 Contractor _____
Shelley Hamill
 General Manager
 Big Bear Municipal Water District

Dated _____

Dated 7 Nov 2005

Dated 11/7/05

FINAL PROJECT INSPECTION BY DISTRICT

Lake Manager

Dated _____

Permit # S2001-07
Page 3

- 2. Owner shall notify District five (5) days prior to commencement of project.
- 3. As applicable, an executed copy of the building permit from the City of Big Bear Lake or County of San Bernardino, and/or executed copies from the State of California Department of Fish and Game, Corps of Engineers, Santa Ana Regional Water Quality Control Board, and any other applicable agencies' permits must be on file with the District prior to commencement of work.
- 4. Contractor shall obtain general liability insurance with limits of at least one-million dollars (\$1,000,000) per occurrence (\$2,000,000 aggregate, if used) for bodily injury, personal injury and property damage arising out of the activities and properties as described herein. Coverage shall include contractual liability covering the applicant's obligations. The District, its officers, employees, agents and volunteers shall be named as additional insureds. Contractor shall provide the District with a certificate of insurance and additional insured endorsement (Insurance Services Office Form CG 2026, or equivalent) before scheduled use. Any insurance, self-insurance or other coverage maintained by the Contractor shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of at least A:VII. Contractor shall insure, or be a qualified self-insured, under the applicable laws relating to workers' compensation coverage (Labor Code Section 3700), all of their employees working on or about the District's facilities. Contractor shall provide the District with a certificate of Workers' Compensation prior to commencement of work.
- 5. Contractor shall provide performance bond for 100% of the contract amount for the work covered under this permit prior to commencement of work.


ADDITIONAL CONDITIONS:

Should any of the terms and conditions described in this permit, or as set forth in the District's current shorezone resolution, not be met by Owner, permit shall be declared null and void.

This permit is granted with the understanding that Owner has complied with permit requirements of all other regulatory agencies. All legal fees or filing fees incurred as a result of the project shall be borne by the Owner.

This permit shall be available at the project location at all times, and Owner shall contact District for inspection when project is complete.

PERMIT ACKNOWLEDGEMENT:

MARINA POINT DEVELOPMENT ASS BY:  Owner

Dated 11/07/05

Contractor

Dated _____

General Manager
Big Bear Municipal Water District

Dated _____

FINAL PROJECT INSPECTION BY DISTRICT

Lake Manager

Dated _____