

A G E N D A
BIG BEAR MUNICIPAL WATER DISTRICT

BOARD OF DIRECTORS
Regular Meeting
May 3, 2012

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

Next Resolution Number: 2012-04

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 April 19, 2012
 - B. Warrant List Dated April 26, 2012 for \$14,643.29
 - C. Consider approval of a Resolution of the Board of Directors of Big Bear Municipal Water District consenting to join the Health Benefits Program of the ACWA Joint Powers Insurance Authority ratifying the action of the ACWA Health Benefits Authority Board of Directors to terminate the Health Benefits Authority Joint Powers Agreement and authorizing and directing the General Manager to execute all necessary documents.
 - D. Consider approval of appointing the General Manager to be the voting delegate at the 2012 ACWA General Session Membership Meeting
- 6. BUSINESS**
 - A. Consider approval of a proposal from Hicks and Hartwick to perform Redistricting Legal Descriptions
 - B. Discussion of 100 Year Anniversary Celebration of the Dam
 - C. Discussion and possible action concerning charging for Launch Ramp Parking
- 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**
Government Code Section 54957.6:
Conference with Labor Negotiator
- 12. ADJOURNMENT**

NEXT MEETING: Open Session at 1:00 P.M.
Thursday, May 17, 2012
Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA

PLEASE 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.

Agenda related writings or documents provided to the Board of Directors are available for public inspection at www.bbmbwd.org or in the District office during business hours, 8:00 am – 4:30 pm Monday – Friday.

Big Bear Municipal Water District wishes to make all of its public meetings accessible to the public. If you need special assistance to participate in this meeting, please contact the Board Secretary. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting

***MINUTES OF A REGULAR MEETING OF
BIG BEAR MUNICIPAL WATER DISTRICT
HELD ON THURSDAY, APRIL 19, 2012***

CALL TO ORDER

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

QUAGGA MUSSEL RESENTATION

Justyne Coyle, a 4th grade student at North Shore Elementary School, made a Quagga Mussel presentation that she won a blue ribbon for in the school science fair. She explained her presentation board talking about where the mussels came from, the devastating damage they can do, and how the District is fighting to prevent their spread to Big Bear Lake. She also displayed samples of the mussel.

REPORTS

General Manager, Scott Heule reported that we have a proposal from Hicks and Hartwick Engineers to prepare a legal description for the new Division boundaries that the Administrative Committee will be considering over the next few weeks. He explained that we received a nice thank you note from the Education Trust for helping out their efforts to make education more relevant by interviewing members of the public in senior classrooms at the high school. He added that there were about 25 students who asked some very good questions about the Lake, the District, and the work we do here. Mr. Heule commented on an article in the Grizzly regarding the work that is going on at Marina Point. He explained that what has been happening so far is primarily grubbing and some minor grading and moving of materials above the high water line. He added that as of Tuesday, during a Lake Improvement inspection tour of the Lake, no work in the water had begun.

Lake Manager, Mike Stephenson reported that the bay markers and docks were put in place this week adding that buoys will be placed next week. He explained that the balance of the seasonal employees will be here on May 8th for CPR training, and then for the staff breakfast on the 9th, and in full operation by the 10th. He reported that Mount Lassen Trout Farm will be delivering trout for the cages shortly. He added that he will be looking at a warm water fish purchase in the near future. Mr. Stephenson reported that our two fishing docks are nineteen years old and badly in need of repair. He explained that the two broken docks are going to be combined to make one good dock and that one dock will be placed at the West Ramp.

Director Murphy stated that he has spoken to several fishermen who reported that the fishing is excellent right now. President Eminger commented on a Carnival cruise ship that did not stop to help some fishermen in distress. Director Murphy asked if the top of the dam lip was about 1 foot. Mr. Stephenson reported that it is only 6 inches.

District Counsel Wayne Lemieux invited any Directors who were attending the ACWA Conference to stop by and see his apple orchards.

Director Smith commented on a lake tour that he and the Lake Improvement Committee (Directors Suhay & Smith) did on Tuesday.

APPROVAL OF CONSENT CALENDAR

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

- Minutes of a Regular Meeting of April 5, 2012
- Warrant List Dated April 11, 2012 for \$282,473.09
- Approval of a Resolution of the Board of Directors of Big Bear Municipal Water District amending Resolution No. 2006-13 (Administrative Code) as it relates to Park Rangers
- Approval of a Special Event Permit for Big Bear Lake Jazz Trax Summer Music Festival to be held on June 22nd, 23rd & 24th
- Approval of a Special Event Permit for the Big Bear Lake TroutFest to be held on October 6th & 7th

CONSIDER APPROVAL OF A PROPOSAL FROM MWH AMERICAS TO PROVIDE DAM ENGINEERING SERVICES

Mr. Heule reported that at his request the Districts' dam engineer, Mike Rogers of MWH, prepared a proposal to provide engineering services. He explained that three tasks are proposed: Task 1 to prepare a dam operations guide, Task 2 for Bear Valley Dam abutment restoration and Task 3 General engineering support. He added that Task 1 is a follow-up to the recent mapping work MWH performed that indicated inundation caused by the 100-year storm event assuming no action is taken to lower lake levels prior to the event. Mr. Heule explained that completion of Task 1 will result in a preliminary guide that District staff can use to intelligently lower lake levels in anticipation of the threat of flooding in the valley. He added that engineering work associated with this guide will be ongoing for several years in order to refine decision making thresholds and timing for when flood control releases should be made. He reported that eventually knowledge of watershed snowpack and a predicted rainfall event will clearly define how long spillway gates need to be open to make storage available in the lake for stormwater runoff. He reported that the cost for this task is estimated to be \$51,000. Mr. Heule explained that Task 2 was requested based on conversations with Caltrans that indicated their engineers would not design abutment retaining walls that attached to the dam. He advised Caltrans that the District would provide the necessary engineering providing Caltrans signed an agreement indicating they would construct the design restoration and reimburse the District for the associated engineering costs. He explained that this is a stand-alone task that would only be performed if the District has an agreement with Caltrans. He added that the cost for this task is estimated to be \$122,000. Mr. Heule reported that Task 3 includes various meetings with the District and with Division of Safety of Dams in Sacramento, and engineering support during remedial grouting at the left abutment of the dam. He added that the cost for this task is estimated to be \$33,000. He reported that the Committee recommends the Board approve only Task 1 and Task 3 at this time and that Task 2 would be considered at a later date if Caltrans agrees to fund the entire cost of the engineering work. He explained that funding for this work will be taken from the Dam Repair fund. Director Murphy suggested that Caltrans should pay for the work in Task 2 before it is begun.

Director Smith moved approval of Task 1 to prepare a dam operations guide for an amount not to exceed \$51,000 and of Task 3 General engineering support for an amount not to exceed \$33,000 of the MWH Proposal. Director Suhay seconded the motion and it was unanimously approved.

PUBLIC FORUM

No comments were made

ANNOUNCEMENTS

Mr. Heule reported that next week Wednesday he and Directors Eminger and Suhay will be attending the annual Santa Ana River Watershed Conference, this time at the Orange Show in San Bernardino. He commented that the Budget and Finance Committee should have most of their work done on the FY 2012-13 Budget after the meeting tomorrow. He stated that Directors can look for a draft in their boxes in a couple weeks for discussion at the Board meeting on June 7th and adoption on June 21st.

DIRECTOR COMMENTS

Director Fashempour commented that her sister had seen a turtle in the lake. Mr. Stephenson explained that there is a very small turtle population in the lake commenting that they don't do well in severe winters.

ADJOURNMENT

There being no further business, the meeting was adjourned at 1:31 P.M.

NEXT MEETING

Open Session at 1:00 P.M.
Thursday, May 3, 2012
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, 04/11/12 to 04/26/12
 Account 10010-00-001, Sessions 000000 to 002619**

<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>
Checking Account: 10010-00-001							
150260	ALLPRO / All Protection Alarm Co.	04/24/12	2	272355	002617	FACILMAINT	38.85
150260		04/24/12	2	272363	002617	DAMMONITOR	135.45
150260		04/24/12	2	272564	002617	FACILMAINT	153.45
150260		04/24/12	2	272639	002617	FACILMAINT	34.35
150260		04/24/12	2	272700	002617	SHOPMAINT	66.15
150260		04/24/12	2	272803	002617	FACILMAINT	183.75
150260		04/24/12	2	274623	002617	EASTMAINT	50.00
ALLPRO Subtotal :							662.00
150261	BCGLAS / Bear City Glass	04/24/12	2	21459	002617	WORKBOATS	145.27
BCGLAS Subtotal :							145.27
150262	BMARIN / Big Bear Marina	04/24/12	2	10311160	002617	PETROBOAT	697.12
BMARIN Subtotal :							697.12
150263	BUTCHR / Butcher's Block & Building Materi	04/24/12	2	121027	002617	WESTMAINT	14.92
150263		04/24/12	2	121062	002617	WESTMAINT	76.17
150263		04/24/12	2	121176	002617	SHOPMAINT	24.69
150263		04/24/12	2	121370	002617	JANITSUPPL	27.45
150263		04/24/12	2	121380	002617	JANITSUPPL	27.47
150263		04/24/12	2	121476	002617	SHOPMAINT	11.02
150263		04/24/12	2	121545	002617	EASTMAINT	15.23
150263		04/24/12	2	121841	002617	SHOPMAINT	71.14
150263		04/24/12	2	121922	002617	SHOPMAINT	1.35
150263		04/24/12	2	122167	002617	WEST MAINT	24.23
150263		04/24/12	2	122625	002617	OFFICSUPPL	25.54
BUTCHR Subtotal :							319.21
150264	BVELEC / Bear Valley Electric	04/24/12	2	04052012	002617	UTIL-DAM	69.52
150264		04/24/12	2	04092012A	002617	UTIL-MAIN	98.69
150264		04/24/12	2	04092012B	002617	UTIL-RV	285.43
150264		04/24/12	2	04092012C	002617	UTIL-MAIN	1207.10
BVELEC Subtotal :							1660.74
150265	BVHOSP / Bear Valley Community Hospital	04/24/12	2	06433075	002617	PHYSICALS	163.00
150265		04/24/12	2	06434424	002617	PHYSICALS	163.00
150265		04/24/12	2	06434617	002617	PHYSICALS	163.00
150265		04/24/12	2	06434900	002617	PHYSICALS	163.00
BVHOSP Subtotal :							652.00
150266	BVPRIN / Bear Valley Printing	04/24/12	2	81975	002617	PRINTING	107.75

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, 04/11/12 to 04/26/12
 Account 10010-00-001, Sessions 000000 to 002619**

Check	Payment / Vendor Information	Ck Date	Prty	Invoice	Session	Reference	Amount
						BVPRIN Subtotal :	107.75
150267	CHARTE / CHARTER COMMUNICATIONS	04/24/12	2	04162012	002617	PHONE-NET	274.99
						CHARTE Subtotal :	274.99
150268	CHEMPA / CHEM PAK PRODUCTS	04/24/12	2	76496	002617	JANITRAMPS	838.80
150268		04/24/12	2	76814	002617	JANITSUPPL	187.74
						CHEMPA Subtotal :	1026.54
150269	DISH / Dish Network	04/24/12	2	04042012	002617	UTIL-MAIN	64.99
						DISH Subtotal :	64.99
150270	GRAING / GRAINGER, INC.	04/24/12	2	9799580544	002617	OSHAEQUIP	76.37
						GRAING Subtotal :	76.37
150271	IDEARC / SUPERMEDIA LLC	04/24/12	2	04192012	002617	PHONE-EMAI	29.95
						IDEARC Subtotal :	29.95
150272	LINCON / Lincoln Financial Group	04/24/12	2	04262012	002617	DEFERDCOMP	1150.00
						LINCON Subtotal :	1150.00
150273	LUDECK / Ludecke's Electric Service	04/24/12	2	6775	002617	EASTMAINT	619.68
						LUDECK Subtotal :	619.68
150274	PITNY / PITNEY BOWES (RENTAL)	04/24/12	2	APRIL2012	002617	POSTAGE	121.00
						PITNY Subtotal :	121.00
150275	QUILL / Quill Corporation	04/24/12	2	2553819	002617	OFFICSUPPL	189.68
						QUILL Subtotal :	189.68
150276	SQUEEG / Squeegee Clean Window Service	04/24/12	2	04182012	002617	FACILMAINT	50.00
						SQUEEG Subtotal :	50.00
150277	STOFCA / State of California-Empl. Dev. Dp	04/24/12	2	QTR1 2012	002617	QTR1 2012	4363.86
						STOFCA Subtotal :	4363.86
150278	SWSTGS / Southwest Gas Corp	04/24/12	2	04172012A	002617	UTIL-MAIN	255.94
150278		04/24/12	2	04172012B	002617	UTIL-RV	35.31
						SWSTGS Subtotal :	291.25
150279	TRICNT / Tri-County Fire Equipment Co.	04/24/12	2	76406	002617	OSHAEQUIP	289.20
						TRICNT Subtotal :	289.20

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150280	UPS / UPS	04/24/12	2	F33Y11152	002617	SHIPPING	44.69
UPS Subtotal :							44.69
150281	VERIZO / Verizon California	04/24/12	2	04012012A	002617	PHONE-MAIN	407.51
150281		04/24/12	2	04012012B	002617	PHONE-RAMP	47.82
150281		04/24/12	2	04012012C	002617	PHONE-RAMP	42.63
150281		04/24/12	2	04012012D	002617	PHONE-RAMP	46.99
150281		04/24/12	2	04132012	002617	PHONE-MAIN	47.47
VERIZO Subtotal :							592.42
150282	VERWIR / VERIZON WIRELESS	04/24/12	2	1071719542	002617	PHONE-CELL	139.42
VERWIR Subtotal :							139.42
150283		04/24/12	2	1073667819	002617	PHONE-CELL	180.16
VERWIR Subtotal :							180.16
150284	VILPLU / Village Plumbing	04/24/12	2	4682	002617	CONTAMINAT	245.00
VILPLU Subtotal :							245.00
150285	WEBER / JAMES WEBER	04/24/12	2	04062012	002617	PHONE-CELL	50.00
WEBER Subtotal :							50.00
150286	CASH / Victoria Moore /Change Bank	04/26/12	2	04262012	002619	CHANGEBANK	600.00
CASH Subtotal :							600.00
Total For Check Account: 10010-00-001							14643.29
Check Register Total :							14643.29

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

MEETING DATE: *May 3, 2012*

AGENDA ITEM: *5C*

SUBJECT:

CONSIDER APPROVAL OF A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT CONSENTING TO JOIN THE HEALTH BENEFITS PROGRAM OF THE ACWA JOINT POWERS INSURANCE AUTHORITY RATIFYING THE ACTION OF THE ACWA HEALTH BENEFITS AUTHORITY BOARD OF DIRECTORS TO TERMINATE THE HEALTH BENEFITS AUTHORITY JOINT POWERS AGREEMENT AND AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

RECOMMENDATION:

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

DISCUSSION/FINDINGS:

On March 28, 2012 the ACWA HBA voted to dissolve the HBA and transfer the health benefits program to ACWA JPIA. In order to make that happen and assure the District is still covered by the insurance the District must adopt a resolution (copy attached) consenting to transfer. The impact to the District and its employees will be unnoticed. There will be no financial impacts from this action.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
BIG BEAR MUNICIPAL WATER DISTRICT
CONSENTING TO JOIN THE HEALTH BENEFITS PROGRAM OF THE ACWA
JOINT POWERS INSURANCE AUTHORITY, RATIFYING THE ACTION OF THE ACWA
HEALTH BENEFITS AUTHORITY BOARD OF DIRECTORS TO TERMINATE THE
HEALTH BENEFITS AUTHORITY JOINT POWERS AGREEMENT, AND
AUTHORIZING AND DIRECTING THE GENERAL MANAGER
TO EXECUTE ALL NECESSARY DOCUMENTS**

WHEREAS, the Big Bear Municipal Water District (herein "District") entered into a joint exercise of powers agreement ("HBA Agreement") with the Association of California Water Agencies Health Benefits Authority ("HBA") in order to pool its purchasing needs with other public agencies desiring to provide their employees with comprehensive and economical health and welfare benefits; and

WHEREAS, the District entered into a Health Benefits Memorandum of Understanding ("MOU") to enroll in specific health programs and ancillary programs ("Existing Employee Benefits Coverage") offered by HBA and agreed to abide by: (1) the HBA Agreement; (2) all rules and procedures established by HBA in the administration of the District's Existing Employee Benefits Coverage; and (3) all underwriting, eligibility, and contribution requirements in Appendix A to the MOU; and

WHEREAS, the District entered into a joint exercise of powers agreement ("JPIA Agreement") with the Association of California Water Agencies Joint Powers Insurance Authority ("JPIA") in order to pool its purchasing needs with other public agencies desiring to obtain comprehensive and economical public liability, workers' compensation, unemployment, health, accident and/or dental, or property coverage; and

WHEREAS, JPIA is both qualified and authorized by the laws of the State of California to administer the Existing Employee Benefits Coverage to this District through JPIA's Employee Benefits Program; and

WHEREAS, during a noticed special meeting held on February 6, 2012, the HBA Board of Directors unanimously voted to transfer all HBA operations and administrative functions to JPIA on or about July 1, 2012, and to pursue a merger of the two public agencies after which the HBA Agreement would be terminated; and

WHEREAS, pursuant to Article 22 of the HBA Agreement, the HBA Agreement may be terminated by the HBA Board of Directors subject to ratification by the written consent of three-fourths of the HBA Member agencies within 90 days of the HBA Board's action, provided, however, that HBA and the HBA Agreement shall continue to exist for the purpose of concluding all functions necessary to wind up HBA's affairs; and

WHEREAS, during a noticed regular meeting held on March 28, 2012, the HBA Board of Directors approved HBA Resolution 12-03-02: (1) electing to terminate the HBA Agreement pursuant to Article 22 of the HBA Agreement and, except as provided in clause 2 below, said

termination shall become effective upon ratification by the written consent of three-fourths of the HBA member districts and agencies; (2) recognizing that pursuant to Article 22 of the HBA Agreement, HBA and the HBA Agreement shall continue to exist for the purpose of winding up and dissolving the business affairs of HBA, and acknowledge that the HBA Board of Directors is vested with all powers of HBA for doing the same; and (3) declaring that Resolution 12-03-02 shall take effect on April 1, 2012, thereby beginning the 90-day ratification period.

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

1. The HBA Memorandum of Understanding referred to in the recitals above is incorporated in this resolution by reference.
2. The District hereby joins JPIA's Employee Benefits Program and acknowledges, represents, and agrees the terms and conditions of the HBA Memorandum of Understanding apply to the District's Existing Employee Benefits Coverage through JPIA.
3. The General Manager shall cooperate fully with HBA and JPIA in the execution of any other documents and in the completion of additional actions necessary or appropriate for the purpose of ensuring the District's Existing Employee Benefits Coverage continues without lapse through JPIA.
4. The District ratifies the action of the HBA Board of Directors to terminate the HBA Agreement, to be effective as provided in Article 22 of the HBA Agreement.
5. The Secretary shall send a certified copy of this resolution to: Association of California Water Agencies Health Benefits Authority, 4600 Northgate Blvd., Suite 100, Sacramento, CA 95834.

PASSED, APPROVED AND ADOPTED on _____, 2012.

President

ATTEST:

Secretary

(SEAL)

APPROVED AS TO FORM:

Wayne K. Lemieux, District Counsel

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

MEETING DATE: May 3, 2012

AGENDA ITEM: 5D

SUBJECT:

CONSIDER APPROVAL OF APPOINTING THE GENERAL MANAGER TO BE THE VOTING DELEGATE AT THE 2012 ACWA GENERAL SESSION MEMBERSHIP MEETING

RECOMMENDATION:

The Administrative Committee (Directors Eminger & Suhay) recommend that the General Manager be appointed as the representative and submit a ballot in favor of the proposed bylaws changes.

DISCUSSION/FINDINGS:

Proposed changes to the ACWA bylaws will be voted on during the ACWA general membership meeting at the Spring ACWA Conference in Monterey. In order for the District to participate in any balloting a District representative has always been appointed by the Board of Directors. The significant proposed changes include the following:

- a. Per the recommendation from Region 10, clarifying the respective roles of the Board and the Executive Committee, making clear that the Board retains ultimate authority for the Association.
- b. Per the recommendation from Region 10, separating the role of the Executive Director from the Treasurer.
- c. Inclusion of a code of conduct for Board Members, to be developed and enforced by the Board.
- d. Conversion of the Insurance and Personnel Committee into a Personnel and Benefits Committee, in light of HBA's independence from ACWA.
- e. Elevation of the Membership Committee from special committee to standing committee status, with a seat on the ACWA Board of Directors.
- f. Updating of the qualifications for State legislative Committee members in light of the Associations focus on regions rather than types of districts.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager



ASSOCIATION OF CALIFORNIA WATER AGENCIES
GENERAL SESSION MEMBERSHIP MEETING

WEDNESDAY, MAY 9, 2012

TO: Donna Pangborn, Executive Assistant/Clerk of the Board

FAX: 916-554-2350

E-MAIL: donnap@acwa.com

The person designated below will be attending the ACWA General Session Membership Meeting on **Wednesday, May 9, 2012**, as our voting delegate.

Signature of Delegate: _____

Printed Name of Delegate: _____

Scott Hsule

Member Agency: _____

Big Bear Municipal Water District

Telephone Number: _____

(909) 866-5796

E-mail: _____

shsule@bbmwd.net

Date: _____

REMINDER: Proxy cards will be available for pick up on **Wednesday, May 9, 2012**, between **9:00 a.m. and 1:00 p.m.** at the General Session Proxy Desk in the De Anza Foyer area of the Portola Plaza Hotel, outside of the De Anza Ballroom where the luncheon and General Session Membership meeting will be held.

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

MEETING DATE: *May 3, 2012*

AGENDA ITEM: *6A*

SUBJECT:

CONSIDER APPROVAL OF A PROPOSAL FROM HICKS AND HARTWICK TO PERFORM REDISTRICTING LEGAL DESCRIPTIONS

RECOMMENDATION:

The Administrative Committee (Directors Eminger/Smith), the General Manager and Lake Manager recommend authorizing Hicks and Hartwick Inc. to perform the redistricting legal description.

DISCUSSION/FINDINGS:

When the Board approved the new Division Boundaries they were informed that the next step in redistricting was to secure the services of an engineering company to prepare a legal description of the new boundaries. Hicks and Hartwick, Inc. has submitted a proposal to prepare the description for a cost of \$5,850 (see attached). Once the legal description is in hand, the Board can consider approval of a resolution that would be submitted to the registrar of voters to formally make the new Division boundaries effective prior to the November election. The Committee recommends that the Board approve the proposal.

OTHER AGENCY INVOLVEMENT: Registrar of Voters

FINANCING: Funding for this work will come from Administrative, Professional Services.

Submitted by: Scott Heule, General Manager



HICKS & HARTWICK, INC.

April 18, 2012

Big Bear Municipal Water District
Mike Stephenson
P.O. Box 2863
Big Bear Lake, CA 92315

Re: Legal Descriptions for Redistricting

Hicks & Hartwick, Inc. proposes the following scope of work:

SCOPE OF WORK

1. Prepare legal descriptions for five division boundaries

EXCLUSIONS TO SCOPE OF WORK

1. Reimbursable costs per Appendix "A".
2. No exhibit maps will be prepared.

FEES AND TERMS

Hicks & Hartwick, Inc. proposes to perform the above scope of work on a Time and Materials basis for a not to exceed fee of \$5,850.00 in accordance with the terms and conditions in Appendix "A" attached hereto and incorporated and made part of this agreement.

Thank you for the opportunity of making this proposal.

Sincerely,
Hicks & Hartwick, Inc.

James W. Hicks
RCE 23362

<u>ACCEPTED:</u>	
By:	_____
Print Name	_____
Title:	_____
Date:	_____

APPENDIX "A"
"Fine Print"

Appended to and part of Agreement for Professional Services between Hicks & Hartwick, Inc. and BBMWD, dated April 18, 2012.

FEES FOR PROFESSIONAL SERVICES:

Services outlined under Extra Services shall be provided on a time basis computed as follows:

1. Principal	\$145.00
2. Engineer.....	\$104.00
3. Designers	\$81.00 to 98.00
4. Drafters	\$75.00
5. Two man survey crew.....	\$155.00
6. Three man survey crew	\$184.00
7. Secretary.....	\$55.00

REIMBURSABLE COSTS:

The following costs shall be reimbursed at cost (plus 10%) and are not included in the Fees for Professional Services:

- Costs of copies of drawings, specifications, reports, and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- Cost of commercial carrier and public transportation, lodging, car rental and parking subsistence and out-of-pocket expenses. Private automobile travel at \$.85 per mile.
- Cost of postage and shipping expenses other than first class mail.
- Long distance telephone and telegraph charges.
- Fees for additional special consultants retained with the approval of Client.

EXTRA SERVICES:

- Extra Services shall be provided on a time basis computed as listed above.
- Extra Services are any item not listed in the scope of work of the proposal, including revisions and changes to the drawings after their approval by the designated responsible person.
- Any changes requested by the client will be verified with a change order form completed by Hicks and Hartwick, Inc.; no revisions will be made without authorization from the client.

INVOICES AND PROGRESS PAYMENT:

- All work will be progress invoiced and billed on a monthly basis.
- Reimbursable Costs shall be billed with each invoice.

ACCOUNTS:

Accounts are payable net 30 days from the date of invoice at HICKS & HARTWICK, INC.'s office in Redlands, CA. (A service charge of 1.5 percent of invoice amount per month or portion of month will be applied to all accounts not paid within 30 days of invoice date.

RIGHT TO SUSPEND SERVICES:

HICKS & HARTWICK, INC. shall have the right to suspend services on this project if (a) the parties have not executed a written contract for HICKS & HARTWICK, INC.'s services and unpaid invoices have been rendered with an aggregate balance exceeding \$1,000.00; or (b) unpaid project invoices over 60 days old exceed \$1,000.00 in the aggregate.

AUTHORIZATION TO PROCEED:

If HICKS & HARTWICK, INC. is authorized to commence and/or continue providing its services on the project, either orally or in writing, prior to execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of service, are the property of HICKS & HARTWICK, INC. None of them are to be used on other projects except by written agreement of HICKS & HARTWICK, INC. One reproducible set of final documents will be furnished to Client upon request at cost plus 10%.

FORCE MAJEURE

HICKS & HARTWICK, INC. shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or Client's representatives, or by any third person acting as the agent, servant or employee of Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefor, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of HICKS & HARTWICK, INC. In the event of any delay, HICKS & HARTWICK, INC. shall proceed with due diligence to alleviate such delay and continue performance of all obligations under this Agreement. The time during which HICKS & HARTWICK, INC. is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of Client, its agents or representatives, shall be borne entirely by the Client. Should work progress be halted through no fault of HICKS & HARTWICK, INC., HICKS & HARTWICK, INC. shall be paid for all services rendered to date.

INDEMNIFICATION:

Client shall indemnify and hold harmless HICKS & HARTWICK, INC. and its consultants, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and court and arbitration costs, arising, out of or in connection with or claimed to arise out of or in connection with any negligent act, error, omission or wrongful act of HICKS & HARTWICK, INC., or claims against HICKS & HARTWICK, INC. arising from the work of others acting on its behalf in connection with or incident to the Agreement. The above indemnification provision extends to claims against HICKS & HARTWICK, INC. which arise out of, are related to, or are based upon the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic-chemicals, liquids, gasses, or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface soil, water or water-courses, objects, or any tangible or intangible matter, whether sudden or not.

ARBITRATION:

Any controversy or claim arising out of or relating to the formation, interpretation, application, enforceability, or breach of this Agreement, including disputes as to which persons or entities may be liable hereunder, shall be settled by arbitration at San Bernardino, CA. In accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to recover arbitration costs and reasonable attorney's fees, as determined by the arbitrator(s). In addition to any other relief available.

LAW:

This Agreement shall be interpreted and enforced according to the laws of the State of California.

SUCCESSORS AND ASSIGNS:

It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon HICKS & HARTWICK, INC., its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

LIABILITY INSURANCE

HICKS & HARTWICK, INC. maintains professional liability insurance for their protection, HICKS & HARTWICK, INC. shall not take any action called for by this agreement or arising from the course of this project which shall cause loss of HICKS & HARTWICK, INC.'s professional liability coverage for this project or any aspect of it.

LIMITATION OF LIABILITY

In Recognition of the relative risks and benefits of the project to both the Client and HICKS & HARTWICK, INC. and to the maximum extent permitted by law, the Client agrees to limit HICKS & HARTWICK, INC.'s liability for the Client's damages to the sum of \$10,000.00. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

TERMINATION:

It is understood that these services may be terminated upon 10 days written notice for good reason by either party. In this event, HICKS & HARTWICK, INC. shall be compensated for all work performed prior to date of termination at the rates set forth above.

REVOCATION:

This proposal shall be considered revoked if acceptance is not received within (30) days of the date hereof.

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

MEETING DATE: *May 3, 2012*

AGENDA ITEM: *6B*

SUBJECT:

DISCUSSION OF 100 YEAR ANNIVERSARY CELEBRATION OF THE DAM

RECOMMENDATION:

The Foundation Committee (Directors Fashempour & Murphy) would like to discuss and solicit comments from the full Board regarding this idea.

DISCUSSION/FINDINGS:

In an effort to both celebrate the 100th anniversary of the dam and test fly a possible future fund raising idea the Committee would like to plan a Lake tour event on Labor Day afternoon September 3, 2012. The event would be on Miss Liberty; tour narration would include a new video presentation of MWD, brief history and everything we want everyone to know about the dam and its operation. Directors would be stationed on the boat at poster sized maps or drawings to further explain what we do. The tour would include a spin through the boom line up to the dam. Using a radio and public address system on the boat guests could ask questions of a staff member on the dam. At a certain time during a description of the use of the aeration system it would be turned on. The objective will be to both celebrate, screen the video for the first time, provide opportunity for locals to get some special education about the District and solicit a response regarding if they think a similar tour and narration about the MWD could become a regular summertime cruise in the future. For this event the District would charge \$40 per person and it would include a drink ticket and appetizers. Sometime on the cruise we would cut a cake and the President would make a speech. The Committee thinks that the event could generate some revenue over and above expenses. The General Manager will research expenses for renting the boat, number of passengers etc.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None at this time

Submitted by: Scott Heule, General Manager

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

MEETING DATE: *May 3, 2012*

AGENDA ITEM: *6C*

SUBJECT:

DISCUSSION AND POSSIBLE ACTION CONCERNING CHARGING FOR LAUNCH RAMP PARKING

RECOMMENDATION:

The Foundation Committee (Directors Fashempour & Murphy) would like to discuss and solicit comments and direction for staff from the full Board regarding this idea.

DISCUSSION/FINDINGS:

After studying several options for parking fees at the launch ramps the Committee decided to recommend selling \$10 annual parking passes for cars at the ramps that are parking without having purchased a boat permit. The pass would be displayed on a mirror hanger and could be purchased at the ramp office. During slow periods ramp attendants would walk the parking lot to identify cars without the parking pass. Those without a pass would be advised with a notice under their wiper blade to purchase the pass on their way leaving the parking lot. The Committee estimates the program could generate \$10,000 to \$12,000 annually.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None at this time

Submitted by: Scott Heule, General Manager