

***MINUTES OF A SPECIAL MEETING OF  
BIG BEAR MUNICIPAL WATER DISTRICT  
HELD ON WEDNESDAY, DECEMBER 12, 2012***

**CALL TO ORDER**

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

**DISCUSSION AND ACTION ON CLOSED SESSION ITEMS**

District Counsel Wayne Lemieux reported on the closed session held on November 15<sup>th</sup> regarding Big Bear Mutual Water Company v. Salazar explaining that it involved the Santa Ana Sucker Fish case. He reported that the Board decided to go ahead and participate in the appeal.

**REPORTS**

General Manager, Scott Heule welcomed everyone to the last Board meeting in 2012 commenting that we start all over again in just a few weeks. He thanked the Board for their support and leadership during this past year. Mr. Heule reported that he, along with Directors Eminger, Suhay and Lewis, had a valuable learning experience at last week's ACWA and JPIA conference in San Diego. He added that in addition to getting their mandatory sexual harassment training taken care of, they learned a lot about protecting District reserves and future health insurance cost increases. He explained that they will be wrapping up the revisions to the District Administrative Code today and hopefully will be able to approve the final version next month. Mr. Heule reported that all committees have been putting in some hard work getting this together along with developing mechanisms to make the East Ramp traffic master-plan workable in 2013. He added that a huge effort has been expended identifying how the District can move closer to the goal of making recreation on the Lake self-supporting financially without reducing programs. He explained that the results of these efforts will be reflected in a Budget and Finance Committee fee schedule proposal for consideration at the first Board meeting in January. Mr. Heule commented that all District staff wants to thank the Directors for the Christmas Party held on December 1<sup>st</sup> adding that we have heard almost universal positive remarks about the time we all enjoyed that night. He reported that he is spending hours now putting the annual State Water Resources Control Board report together for our Bear Creek fisheries releases. He explained that the spreadsheets in the report this year are a bit complicated because of the extra February day caused by leap year. He added that Don Evenson is finalizing a "leap year" template for him to use this year and again in four years to ease the data reduction and presentation task. He stated that the report will be submitted next week. Mr. Heule reported that he will also be submitting a letter this week to DSOD detailing results of MWH's engineering studies on the stability of the dam during overtopping flows. He explained that MWH does not believe there is a need for the large radial arm gates that have been discussed in the past. He added that as part of that argument we will need to perform some remedial measures to secure boulders near the abutments at the downstream side of the dam during 2013.

Lake Manager, Mike Stephenson reported that both ramps are closed down for the season adding that all buildings are winterized. He reported that all docks are moved for the winter and the fish cages are full and secured. He thanked the Board for the Christmas party.

Director Smith thanked Mr. Stephenson for all his help at the Christmas party. Director Suhay commented on the ACWA Conference adding that there was no good news in any of the committees they attended. President Eminger also reported on the ACWA Conference commenting that MWD is HOT (Honest, Open, Transparent).

#### **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 November 15, 2012
- Warrant List Dated November 28, 2012 for \$95,675.00
- Approval of refurbishing the West Ramp fishing dock

#### **CONSIDER AWARD OF CONTRACT FOR THE FABRICATION AND DELIVERY OF NEW ALUMINUM BRIDGE ON THE DAM AT THE TROUT POND**

Mr. Heule explained that he received a letter from Larry Cooke, Big Bear Dock & Marine, explaining why he would not be submitting a bid for work on this project. Mr. Heule reported that the existing wooden bridge across the dam at the Trout Pond is in disrepair and is at risk of failure. He explained that during the summer flooding this past summer the landings at the dam abutments have eroded severely. He added that Staff estimated that an all-aluminum gangway structure could be used to replace the wooden bridge for a purchase price of about \$6,000. He reported that District Staff could demolish the old structure, construct concrete landings at either end of the dam, and secure the new aluminum gangway bridge across the dam using District equipment. Mr. Heule stated that the work could be accomplished during the winter depending on the weather or during the first break in the weather next spring. He added that funding for the work should not exceed a total of \$10,000 and could be paid using undesignated cash in the Rathbun Creek fund. He explained that Staff secured bids for the fabrication and delivery of the gangway adding that the Committee recommends the Board award the work to the lowest responsible bidder during this Board meeting. Mr. Stephenson reported that he received bids from Coastal Marine Gangways for \$6,452.00, Fusion Concepts for \$7,445.00 and MJS Dock Service for \$9,694.00, adding that staff recommends awarding the work to Coastal Marine (bids and letters attached). Director Smith asked if after we install it, can it be uninstalled if necessary. Mr. Stephenson explained that was the reason for the gangway design; so we can remove it or take it off for overtopping if necessary.

Director Murphy moved approval of awarding the contract for the fabrication and delivery of a new aluminum bridge for the dam at the trout pond to Coastal Marine Gangways for \$6,452.00. Director Lewis seconded the motion and it was unanimously approved.

#### **REVIEW AND COMMENT ON ADMINISTRATIVE CODE UPDATES, PAGES 47 - 104**

Mr. Heule reported that the Administrative Committee reviewed installment number 3 for the second time and approved the edits finalized by District Counsel for consideration by the Board. He stated that then they reviewed installment number 4, which was mostly CEQA reference material, adding that two minor clarification edits were made and the Committee asked that both installments be presented to the Board for review and comment. After District Counsel Wayne

Lemieux clarified several Director concerns and answered several questions, the consensus was that all is good to proceed. Mr. Lemieux stated that it would be finalized and brought to the Board in January for formal action.

#### **CONSIDER SOLICITATION OF BIDS FOR EAST RAMP OFFICE REMODEL**

Mr. Heule reported that in order to provide a District Administration presence at the East Ramp an office must be provided for the Lake Operations Supervisor. He added that Staff believes that the office should provide privacy and have a locking door. He explained that the Facilities Committee reviewed plans showing the existing layout of the office and the General Manager identified where new walls could be constructed that would provide the necessary privacy. He also indicated that one of the walls could include a large stationary window to assure visual sight lines from the permit sales station outside to the decontamination station. Mr. Heule reported that the Facilities Committee felt that additional measures should be taken to provide remote viewing of decontamination station activity using a camera and monitor set up at the permit sales desk so the new office walls would not interfere with observations of ramp activities. He commented that the Facilities Committee recommends that the Board approve solicitation of bids from licensed contractors to construct the new office space using plans developed by Staff and approved by the Facilities Committee. He added that the Committee would like to see the Board award a contract for this work in January providing the Lake Manager can secure permission from the Forest Service for interior construction during the annual eagle season forest closure. Director Smith asked if John Tuttle could do this job. Mr. Stephenson stated that John could do the job but Staff feels that we might need to use someone with knowledge of codes. Director Smith stated that we should get bids and then evaluate if we want to do it ourselves or use a contractor.

Director Suhay moved approval of solicitation of bids for the East Ramp Office remodel.

Director Smith seconded the motion and it was unanimously approved.

#### **CONSIDER AWARD OF CONTRACT FOR THE FABRICATION AND INSTALLATION OF STAIRS, RAILINGS AND RAMP AT THE DAM**

Mr. Heule reported that bids for the fabrication and installation of stairs, railings and ramp at the dam were solicited from four contractors; Towsley, Bear Valley Fabrication and Steel, Crown Fence, and SMS Fabrications. He added that all four indicated they would provide a bid for the work. He explained that at the pre-bid site meeting on November 15 only SMS Fabricators attended adding that bids were due at 3:30 PM on November 20th. Mr. Heule reported that only SMS Fabrications submitted a bid for the work at a price of \$67,963.02. He added that SMS provided the District with a preliminary estimate for this work when negotiations were underway with Caltrans to fund the cost to replace access to the dam since the highway has been removed. He explained that the Districts agreement with Caltrans commits them to a payment of \$77,306 (which has already been invoiced) to fund this work. He reported that the Committee recommends that the Board award the fabrication and installation work to SMS Fabrications at a cost of \$67,963 and that Staff prepare the appropriate environmental document for this effort. Director Smith asked if we should go ahead with the project before we get the money from

Caltrans. Mr. Heule explained that we still need to have access to the area whether Caltrans pays us or not. Director Smith stated that DSOD would require it. Mr. Heule reported that Caltrans is promising the money and they have begun the process.

Director Smith moved approval of awarding the contract for the fabrication and installation of stairs, railings and ramp at the Dam to SMS Fabrications in the amount of \$67,963.02. Director Suhay seconded the motion and it was unanimously approved.

#### **PUBLIC FORUM**

No comments were made

#### **ANNOUNCEMENTS**

Mr. Heule stated that the next Board meeting will be on January 3, 2013 when Director Smith will take over the Presidency and appoint new Committees. He commented that Director Murphy will still be on vacation so his first Board meeting of the year will be January 17. He reminded that the annual Directors photos will be taken on the second meeting in January.

#### **DIRECTOR COMMENTS**

Director Lewis reported on the JPIA meetings that she attended at the ACWA Conference adding that she found some of them very interesting and explaining that they (JPIA) are financially secure. She added a thank you to Mike Stephenson for the Christmas party fun. President Eminger said Merry Christmas to everyone.

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 1:52 P.M.

#### **NEXT MEETING**

Open Session at 1:00 P.M.  
Thursday, January 3, 2013  
Big Bear Municipal Water District  
40524 Lakeview Drive, Big Bear Lake, CA



Vicki Sheppard  
Secretary to the Board  
Big Bear Municipal Water District

(SEAL)



The District obtained bids for a replacement bridge in the form of a gangway at the trout pond from three potential contractors.

The bids are as follows.

Coastal Marine Gangways	\$6,452.00
Fusion Concepts	\$7,445.00
MJS Dock service	\$9,694.00

Staff recommends awarding this bid to Coastal marine.

# Coastal Marine Gangways

## "Building Waterfront Dreams"

1424 EAST BROADWAY RD.  
Phoenix, AZ.  
623.387.5144

GANGWAY RECEIPT 5595

Bill To:  
Big Bear Water District  
Big Bear, Ca.  
Eric ETURNING@BBMWD.NET  
951.203.0115

DESCRIPTION	AMOUNT
<p>Custom built 4' by 35' fully welded constructed ADA gangway. 4' clear interior width&gt;&gt;&gt;ADA Includes transition plate/toe plate—<del>toe rail</del>— Hinged double flap ends. Extruded non slip aluminum decking. Child mid – safety rail</p> <p>ADA interior handrail—CMG truss design. 6061-6063 material. 42" Main handrail height commercial,</p> <p>Shipping to Big Bear , Ca. from Phoenix , AZ</p> <p>Total with dedicated shipping included &gt;&gt;</p>	
<b>TOTAL</b>	6,452.00

## **General Terms and Conditions.**

1. Coastal Marine Gangways ("CMG") fabricates custom gangways, trailers, and other products out of metal. Each item that CMG is one-of-a-kind custom product. Therefore, a 75% non-refundable deposit is due at the time the order is placed. The deposit is non-refundable because once the order is placed, CMG orders the materials for the product and begins fabricating the custom product. At that point, the materials cannot be used in another product. Customer understands that CMG cannot alter its policy of having deposits that are non-refundable.
2. The balance of the price of the product is due prior to the date of shipping or, if COD, at the time of delivery. In the event Customer fails to make payment within 30 days of the due date of any invoice, Customer shall pay, in addition to the invoice amount, a monthly late payment charge of 1.5%. If this document is used as a quotation, it will expire 30 days after its issuance.
3. Customer shall not hold CMG responsible for any delay caused in whole or in part by circumstances beyond CMG's reasonable control, including but not limited to, delays in shipment or receipt of materials from suppliers, force majeure, fires, or accidents, strikes or other differences with workmen: war (whether declared or undeclared), riots, or embargoes, delays by carriers, or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. CMG shall not be liable in any event for any special, incidental, or consequential damages caused by CMG's failure or delay in performance or delivery due to any cause whatsoever. CMG may allocate its available supply and resources among CMG's customers in any manner CMG deems reasonable.
4. If required, drawings will be sent to Customer for its approval. In the event Customer requires calculations or sealed drawings by a licensed engineer, that charge is not included, unless it has been specifically included, and Customer agrees to pay that charge.
5. CMG shall have the sole discretion and complete right to apply any payment received from Customer hereunder in any manner, which CMG deems proper.
6. Customer agrees to indemnify and hold harmless CMG from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Customer), any and all damages to or loss of any property (whether belonging to Customer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s) or omission(s), negligent or otherwise, of Customer, or any of Customer's agents,

servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to CMG, as indemnitee, allowable under that applicable law.

7. This writing contains the full, final and exclusive statement of the agreement between CMG, and customer, and no terms or conditions other than those stated herein, and no agreement or understanding in any way purporting to modify these terms and conditions, shall be binding upon CMG without CMG's written consent. Waiver by CMG of any terms or conditions of this contract or waiver of any breach thereof shall not be construed as a waiver of any other terms, conditions, or breach.
8. This Agreement shall be governed by the laws of the State of Arizona. In the event that any claim is made relating to this Agreement, the successful party shall be entitled to recover its costs and reasonable attorneys' fees, whether or not an action is filed. The parties hereby acknowledge and consent to the Arizona Superior Court, Maricopa County as the exclusive jurisdiction and venue for any litigation arising hereunder.

I, either personally, or, if signing on behalf of a business entity, agree to pay the amount due, as well as agree to the Terms and Conditions, above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative of Customer



**Eric Turney****From:** LUCAS PHILLIPS [INFO@MAGICMETALART.COM]**Sent:** Friday, December 07, 2012 2:50 PM**To:** Eric Turney**Subject:** BIG BEAR GANGWAY

ERIC,

I HAVE ATTACHED A DRAWING, PROPOSAL AND A FEW PHOTOS OF MY WORK. I HAD A FEW EMAILS A FEW WEEKS AGO FOR A BID ON THE SAME TYPE OF JOB. NOT SURE IF IT WAS YOURS OR NOT. I DID NOT GIVE AN ESTIMATE BECAUSE THE LACK OF INFORMATION ASKED AND GIVEN TO ME. THE PROPOSED GANGWAY WILL BE 35' LONG AND 4' WIDE INSIDE. TRANSITION RAMP ON BOTH ENDS. SHIPPING WILL BE EXTRA BUT CAN BE TAKEN CARE OF.

FUSION CONCEPTS  
Fusion Concepts  
10233 S. Harbor Ave  
Mohave Valley, AZ 86440

*Estimate*

Date 12/7/2012  
Estimate # 127

Name / Address  
ERIC  
951 203 0115  
ETURNEY@B8MWD.NET  
92315

P.O. #  
Terms

Due Date 12/7/2012  
Other

Description	Qty	Rate	Total
35'x4' ALUMINUM GANGWAY. TRANSITION PLATES ON BOTH ENDS. 2"x3" BOTTOM RAIL. 2" UPRIGHTS. 2" ROUND TOP RAIL AND 1.5" ROUND ADA HEIGHT HANDRAIL. TAN TITAN DECKING INSTALLED WITH STAINLESS SCREWS. ALL FABRICATION DONE PER ATTACHED DRAWING. PRICE IS FOB. I CAN ARRANGE FOR DELIVERY WHICH WILL LIKELY COST AROUND \$400-\$500	1	\$8,995.00	\$8,995.00

\*ESTIMATE DOES NOT INCLUDE SALES TAX

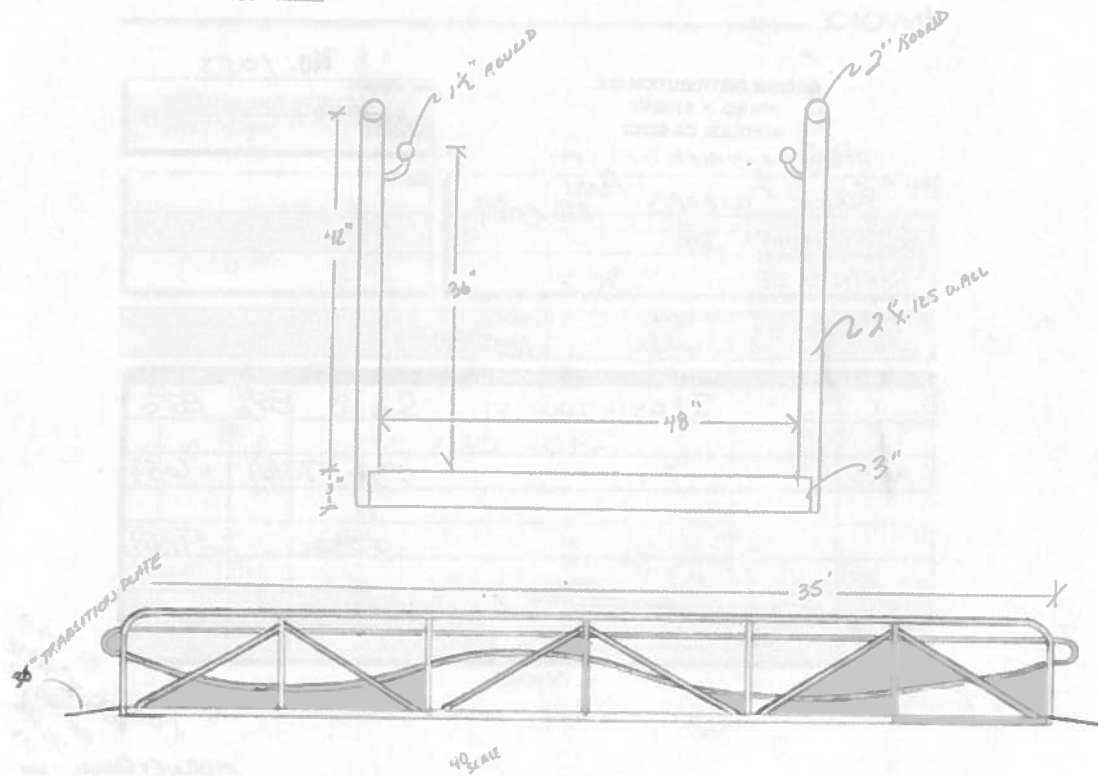
FUSION CONCEPTS  
info@magicmetalart.com  
www.thedockbuilders.com

760-219-9657  
Fax 760-326-5099

Subtotal \$8,995.00  
Sales Tax (0.0%) \$0.00  
Total \$8,995.00

Shipping 450.00  
Total - 7,445.00

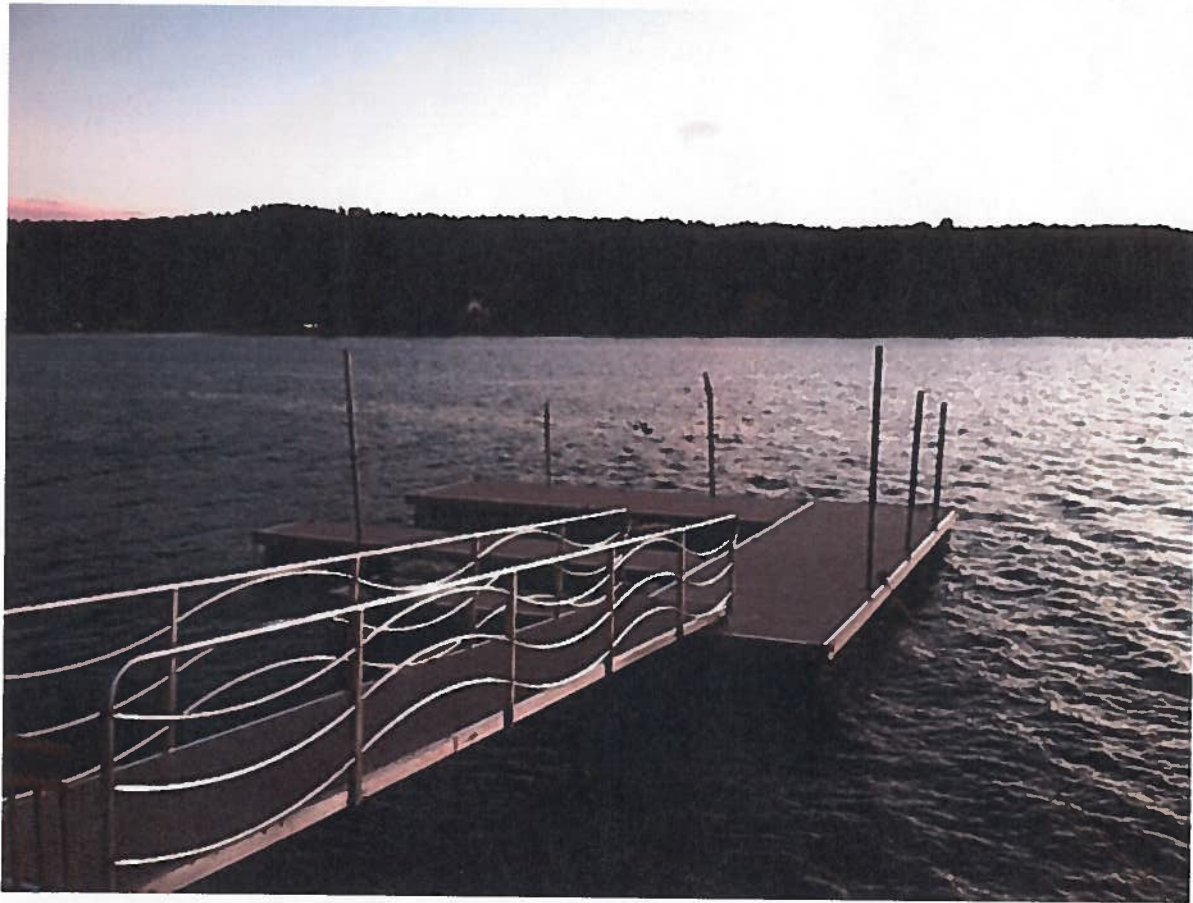
4' x 35' LANeway w/ TITAN DECK













Luke Phillips  
Fusion Concepts  
760.219.9657  
[www.fusionconceptsart.com](http://www.fusionconceptsart.com)

**MJS DOCK SERVICE**

P.O. BOX 1803, LAKE ARROWHEAD, CA 92352

(909) 337-1133, FAX (909) 337-2726

General Building Contractor #746526

WWW.LakeArrowheadBuilder.com

Invoice Dat 12/7/12

Date Printe 12/7/12

BBMWD

Attn: Eric Turney

Cont Ph: (951) 203-0115

**PROPOSAL & CONTRACT****DOCK NO: BB MWD****INVOICE NO: 10798**

DESCRIPTION	(UNIT PRICE MEASURE * QTY) + (RATE * HOURS) =			TOTAL
GANGWAY ALUMINUM	244.00	each	35.0	8,540.00

Aluminum Frame w/Aluminum Deck

4' x 35' aluminum gangway with aluminum decking.

GANGWAY ALUMINUM	12.40	lin. ft.	35.0	434.00
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ADA Handrail

42" high rail with ADA grabbable handrail.

GANGWAY ALUMINUM	360.00	each	2.0	720.00
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ADA Transitionn Plate

4' x 18" transition plates.

GANGWAY OPTIONS	lin. ft.
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3"x3" Tubing-Upgrade

3"x3" Framing: up charge for building gangway with 3"x3" tubing instead of standard 2"x2" tubing for added strength.

Optional = \$1,785.00.

SHIPPING	each	1.0
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From Wahoo

We have a truck coming from Wahoo mid January. If order placed in December I will include free shipping.

GRAND TOTAL	9,694.00
TOTAL PAYMENTS/DEPOSITS	4,847.00
BALANCE DUE	4,847.00

**ACCEPTANCE**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to pay the amount mentioned in said proposal according to the terms thereof. Any deviation from the above specifications involving extra cost of material or labor will become an extra charge over the sum mentioned in this contract. New docks are not the property of the owner until payment is made in full. MJS Dock Service has the right to claim a dock for lack of payment. Owner gives MJS permission to use dock, etc. in advertisements.

OWNER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# **BIG BEAR DOCK & MARINE MANUFACTURING COMPANY**

**P.O. BOX 1621  
BIG BEAR LAKE, CA 92315**

November 29, 2012

Board of Directors  
Big Bear Municipal Water District  
PO Box 2863  
Big Bear Lake CA 92315

Re: Bid on Proposed ADA Bridge  
at the MWD Trout Pond property

Directors

I was asked on November 27, 2012 by Eric Turney, the MWD Maintenance Coordinator to look at replacing the existing walking access bridge over the MWD Trout Pond Dam structure.

I appreciate the MWD soliciting our expertise in this area of Marine Structures, however as the Board members are aware, I have at a number of MWD Board meetings expressed my concerns about the purchase and development of the Trout Pond property. These concerns relate to the potential flood flows and flood zone, the existing dam structure and its liability to the MWD and the down stream owners.

To provide the MWD with an Access Bridge would require engineering that included reference to the creek flood flows, high water elevations and take off and landing points for the proposed bridge. The bulk flow calculation for a 100 year storm in the area of the Trout Pond dam is 9800 CFS (cubic feet per second). Various studies project a flow speed of 11 FS (feet per second). This is a design cross section of 92' wide by 12' deep with 1 in 1.5 channel slope. See attached scaled cross section drawing at the dam location.

The MWD library has (4) four Rathbun Creek studies on hand. I have attached to this letter a copy of the face page of these studies. I've also provided copies of critical pages pertaining to the creek flows at the Trout Pond location.

Unfortunately as much as Big Bear Dock would like to participate in the project it will have to pass on said until the existing studies are (at minimum) reviewed & engineering is provided to support further Trout Pond development.

If you have any questions the best number to reach me is at my home office (909) 866-7733.

Sincerely



Larry H. Cooke  
General Manager