

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

**BOARD OF DIRECTORS**  
**Regular Meeting**  
**April 18, 2013**

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

Next Resolution Number: 2013-06

**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 4, 2013
  - B. Warrant List Dated April 12, 2013 for \$88,057.43
  - C. Consider approval of a Resolution of the Board of Directors of Big Bear Municipal Water District requesting a grant for the operation and maintenance of the Floating Restroom(s) from the Department of Boating and Waterways
  - D. Consider approval of a Boat Rental Concession at Lighthouse Landing Marina
- 6. BUSINESS**
  - A. Consider purchase of Dock Program and RV Park Software
- 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**

Adjourn to closed session under Government Code Section 54957 and 54957.6 to conduct General Manager's Performance Evaluation and Contract Negotiation

**12. ADJOURNMENT**

**NEXT MEETING:** Open Session at 1:00 P.M.  
Thursday, May 2, 2013  
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.bbmwd.org](http://www.bbmwd.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 4, 2013***

**CALL TO ORDER**

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

**DISCUSSION AND ACTION ON CLOSED SESSION ITEMS**

President Smith reported that there was no closed session meeting held on March 21, 2013

**REPORTS**

Lake Manager, Mike Stephenson reported that he has a report from General Manager, Scott Heule to read. "Mike is reading this report so you already know I am in New York on vacation right now. I will be back in the office on Tuesday April 9. I attended a TMDL workgroup meeting in San Bernardino Monday March 25. The principal reason for the meeting was to review progress on a water quality model for nutrient runoff from the watershed into the Lake. Evidently there was some misunderstanding of the scope of work by the consultant writing the model because it did not include runoff from the City. They are working to get that piece fixed and Hope Smyth said she wanted to see the completed model results end of April or middle of May at the latest. There was some discussion about the TMDL compliance deadline of 2015 and that the workgroup will have to make the case to the Regional Board about how compliance is defined. The workgroup agreed that in the annual report issued in February 2014 the framework for assessing potential compliance will need to be described so the Regional Board can weigh in while there is still a bit of time to make some changes. You all know that algae and dissolved oxygen are significantly better than in the past. The annual Lake sampling results indicate that phosphorous concentrations are also on the decline. The question now, are these improvements the result of action taken for the TMDL or a combination of other environmental factors? During that same meeting I asked about the proposed mercury TMDL. I told them about our efforts to discuss a possible rule change with California Fish and Wildlife at Big Bear Lake. I said their Sacramento leadership did not want to have separate rules for each lake in the State. Hope indicated that any TMDL for mercury would probably include more public meetings towards the end of the year. Michael Perez indicated that he had spoken with Jeff Brandt at Fish and Wildlife in Ontario who told him they would be waiting on the State Board to take action on a TMDL before they make any determination regarding fishing rule changes. He also said that he did not think that Big Bear would be placed under any significant burden to carry out the TMDL indicating that the State wants to see how new State and Federal rules that reduce mercury emissions impact fisheries. It appears that we might be able to get away with only posting warning signs around the Lake. It does not appear that we can get out of a Statewide TMDL for mercury but our financial burden for this TMDL will likely be significantly less than we have anticipated."

Mr. Stephenson reported that he and staff conducted a Board Walk inspection adding that it fared well during the winter and looks very good. He explained that he and Catrina Rabago went to San Diego Tuesday to see a new dock software program. He added that the company they visited, Sun Harbor Marina, has been using this software for 5 years and praised the program. He commented that he feels very comfortable with this software. He reported that the two new maintenance employees, Shawn Atwell and Jacob Caughui, began work today. He added that the first project will be to complete the fishing dock so it will be finished before May 15<sup>th</sup>. He commented on the bike race today explaining that there were complaints regarding the hours that Big Bear Marina was open as the replacement for the closure of the East Ramp. Mr. Stephenson reported on lake temperatures comparing the temperature today of 47 degrees to this date last year of 38 degrees. He explained that lake weeds grow much faster in warm water.

Director Lewis asked if staff was happy with the employee interview process. Mr. Stephenson stated that they were happy with the process explaining that using the outside interviewers was a valuable addition.

Director Eminger commented that on Monday, April 1<sup>st</sup> the East Ramp was full of cars and looked busy.

#### **APPROVAL OF CONSENT CALENDAR**

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

- Minutes of a Regular Meeting of March 21, 2013
- Warrant List Dated April 1, 2013 for \$60,872.36
- Approval of a Dock Resolution Amendment
- Approval of a Special Event Permit for the SoCalFishn.com Kayak Angler's Fishing event series to be held April 21<sup>st</sup> and June 2<sup>nd</sup>

#### **CONSIDER PURCHASE OF STATION A MONITORING AND DATA TRANSMISSION EQUIPMENT**

Mr. Stephenson reported that last fall John Tuttle provided information about remote sensing and reporting equipment that could be installed at Station A in Bear Creek below the dam. He explained that the monitoring equipment would record weir water levels and then send, via an imbedded cell phone, the collected data once or multiple times daily to a web site for later download and viewing. He added that the technology to accomplish this has improved dramatically over the past few years and this particular equipment can operate for multiple years without new battery installation or other service. He reported that the use of this equipment would eliminate the monthly hike down into the canyon to retrieve the data and allow daily or more often review of the flow conditions as they related to the requirements imposed on the District by the State Water Resources Control Board in order to keep the Bear Creek Fisheries "in good condition". Mr. Stephenson explained that once installed, when Staff sees that Station A flows are falling below required minimums changes can be made in dam release rates immediately instead of observing the problems months after the fact as is the case today. He added that the cost proposal from SCS Engineers details the equipment, installation and web hosting expenses (see attached). He stated that the equipment purchase price is \$2,845.00 and installation at the site and configuration of the flow monitoring equipment is \$1,617.00 and the

total cost for this work will be \$4,462.00. He reported that, in addition to this price, the cellular monthly fee will be \$11.99. John Tuttle added that the cost of this equipment has come down significantly explaining that 3 years ago it was more than twice the cost than it is now and he thinks it is well worth the price. Director Suhay explained that it is almost a "real time" control. President Smith asked if the contract is with SCS Engineers. Mr. Tuttle explained that it is with HACH and SCS gets the equipment and installs it. He added that HACH has the satellite up-link. Mr. Stephenson explained that HACH owns the software. President Smith asked if this equipment can withstand a rough winter. Mr. Tuttle explained that the existing equipment was installed in the middle of a creek and was covered with boulders and debris during a heavy winter storm but now it goes through a pipe and is not in a creek so is out of the way of debris. Mr. Stephenson added that if we have a heavy storm event like before it could sustain some damage but it is not likely. Director Eminger asked if anyone was ever hurt hiking down to Station A. Mr. Tuttle explained that he is allergic to bees so he always carries an EpiPen adding that one time two other employees went down without an EpiPen and were attacked by a swarm of bees and stung but were not allergic so no severe reactions were experienced. Mr. Stephenson explained that it is potentially dangerous to hike down there.

Director Lewis moved approval of the purchase of Station A Monitoring and Data Transmission Equipment from SCS Engineers. Director Suhay seconded the motion and it was unanimously approved.

#### **PUBLIC FORUM**

No comments were made

#### **ANNOUNCEMENTS**

Mike Stephenson read Scott Heule's announcements: "Next Board meeting is April 18. The Annual Water Education Foundation Santa Ana River Conference will be held April 11, 2013 at the Westin South Coast Plaza in Costa Mesa. We did not attend last year. If any Directors wish to attend see Vicki who has a complimentary ticket. The San Bernardino Valley Municipal Water District facilities tour that we are all attending is on Friday April 19. We will need two cars to get us there by 8:00 AM that morning." Mr. Stephenson had no other announcements.

#### **DIRECTOR COMMENTS**

No comments were made

#### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 1:33 P.M.

#### **NEXT MEETING**

Open Session at 1:00 P.M.  
Thursday, April 18, 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)

TASK	DESCRIPTION	COST ESTIMATE
Procure Flow Monitoring Equipment	Procure HACH monitoring equipment	\$2,845.00
Assist with Installation and Implementation	Assist Client staff in installation and configuration of flow monitoring equipment	\$1,617.00
As-Needed Consulting	Additional out-of-scope work associated with this scope of services is to be conducted on an "as-needed" basis upon the request of the Client on a time and materials basis per the enclosed Fee Schedule.	Not included in this budget.
		<b>Total Estimate: \$4,462.00</b>

Compensation described herein shall be subject to renegotiation if authorization to proceed has not been given within 30 days of the date of the Agreement for Services. We propose to perform our services, and invoice, in accordance with the enclosed Consulting Agreement and the attached Fee Schedule and Conditions of Service.





**Big Bear MWD**  
**Warrant List Detail**  
 April 1 - 12, 2013

Num	Date	Name	Account	Paid Amount
151242	4/10/2013	CLARK ROBERT	1001-01 · General Checking Account	
174	3/26/2013		4990-01 · REV OPS-Invasive Species Mgmt	-25.00
TOTAL				-25.00
151243	4/10/2013	STOVALL JAMES A	1001-01 · General Checking Account	
178	4/4/2013		4600-02 · REV OPS - Dock Permits	-240.00
TOTAL				-240.00
151244	4/10/2013	ACWA HEALTH INSURANCE	1001-01 · General Checking Account	
050113-060...	4/1/2013		5020-10 · ADMIN-Health Insurance	-4,834.42
			5020-20 · WATER-Health Insurance	-1,885.20
			5020-30 · MAINT-Health Insurance	-3,655.66
			5020-40 · OPS-Health Insurance	-4,083.93
			5021-10 · ADMIN-Dental Insurance	-305.11
			5021-20 · WATER-Dental Insurance	-119.20
			5021-30 · MAINT-Dental Insurance	-249.01
			5021-40 · OPS-Dental Insurance	-282.79
			5022-10 · ADMIN-Life Insurance	-198.14
			5022-20 · WATER-Life Insurance	-78.62
			5022-30 · MAINT-Life Insurance	-77.34
			5022-40 · OPS-Life Insurance	-66.99
			5550-01 · ADMIN-Director Group Insurance	-6,136.27
TOTAL				-21,972.68
151245	4/10/2013	AFLAC	1001-01 · General Checking Account	
169648	4/8/2013		2100-08 · AFLAC Payable	-284.18
TOTAL				-284.18
151246	4/10/2013	ALL PROTECTION ALARM	1001-01 · General Checking Account	
399288	4/1/2013		5640-02 · WATER-Dam Maintenance	-146.28
399465	4/1/2013		5630-10 · ADMIN-Bldg/Facility Maint/Rep	-165.72
399531	4/1/2013		5630-10 · ADMIN-Bldg/Facility Maint/Rep	-37.10
399673	4/1/2013		5630-10 · ADMIN-Bldg/Facility Maint/Rep	-198.45
99583	4/1/2013		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-71.43
399281	4/1/2013		5630-10 · ADMIN-Bldg/Facility Maint/Rep	-41.96
TOTAL				-660.94
151247	4/10/2013	BAUMGARTNER	1001-01 · General Checking Account	
110850	4/4/2013		5540-32 · MAINT-PreEmployment Physicals	-360.00
			5540-42 · OPS-PreEmployment Physicals	-1,260.00
TOTAL				-1,620.00
151248	4/10/2013	BEAR VALLEY ELECTRIC	1001-01 · General Checking Account	
03222013	3/22/2013		5507-43 · OPS-Utilities-Ramps	-350.01
03272013A	3/27/2013		5507-22 · WATER-Utilities-Dam	-61.36
03272013B	3/27/2013		5507-43 · OPS-Utilities-Ramps	-143.04
03282013A	3/28/2013		5507-41 · OPS-Utilities-Main Office	-10.77
03282013B	3/28/2013		5507-21 · WATER-Utilities-Aerator	-597.17
03282013C	3/28/2013		5507-22 · WATER-Utilities-Dam	-297.19
03282013D	3/28/2013		5507-22 · WATER-Utilities-Dam	-10.50
TOTAL				-1,470.04

**Big Bear MWD**  
**Warrant List Detail**  
 April 1 - 12, 2013

Num	Date	Name	Account	Paid Amount
151249	4/10/2013	BEAR VALLEY HOSPITAL	1001-01 · General Checking Account	
06469519 A...	3/22/2013		5540-32 · MAINT-PreEmployment Physicals	-175.00
06469665 J...	3/26/2013		5540-42 · OPS-PreEmployment Physicals	-175.00
06469655 R...	3/26/2013		5540-42 · OPS-PreEmployment Physicals	-175.00
06469769 C...	3/26/2013		5540-32 · MAINT-PreEmployment Physicals	-175.00
06469996 M...	3/27/2013		5540-42 · OPS-PreEmployment Physicals	-175.00
06470051 M...	3/27/2013		5540-42 · OPS-PreEmployment Physicals	-175.00
06469952 N...	3/27/2013		5540-42 · OPS-PreEmployment Physicals	-175.00
TOTAL				-1,225.00
151250	4/10/2013	BEAR VALLEY PRINTING	1001-01 · General Checking Account	
83359	4/3/2013		5502-01 · ADMIN-Printing	-324.70
83380	4/5/2013		5510-44 · OPS-Quagga Mussel Printing	-27.00
			5510-44 · OPS-Quagga Mussel Printing	-27.00
TOTAL				-378.70
151251	4/10/2013	BIG BEAR DISPOSAL	1001-01 · General Checking Account	
293581	4/1/2013		5507-41 · OPS-Utilities-Main Office	-154.74
TOTAL				-154.74
151252	4/10/2013	BUTCHER'S BLOCK AND BUIL...	1001-01 · General Checking Account	
93417	3/19/2013		5650-03 · WATER-Watershed Mgt Supplies	-17.60
194738	3/25/2013		5640-01 · WATER-Aerator Maint	-6.86
195846	3/29/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-1,632.50
196383	4/2/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-114.43
196368	4/2/2013		5640-02 · WATER-Dam Maintenance	-28.38
196647	4/3/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-12.87
196828	4/3/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-75.25
196601	4/3/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-158.60
196761	4/3/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-18.85
196909	4/4/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-41.09
197042	4/4/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-8.96
197277	4/5/2013		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-5.50
198222	4/10/2013		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-27.00
TOTAL				-2,147.89
151253	4/10/2013	CHARTER COMMUNICATIONS	1001-01 · General Checking Account	
03162013	3/16/2013		5505-08 · ADMIN- Phone Office DSL	-274.99
TOTAL				-274.99
151254	4/10/2013	CHEM-PAK	1001-01 · General Checking Account	
81246	4/1/2013		5504-31 · MAINT-Janitorial Supplies-Admin	-121.04
TOTAL				-121.04
151255	4/10/2013	COLONIAL LIFE	1001-01 · General Checking Account	
3587144-03...	3/14/2013		2100-18 · Colonial Life- Post Tax Payable	-77.22
			2100-19 · Colonial - Pre Tax Payable	-203.84
TOTAL				-281.06
151256	4/10/2013	COMPUTER VILLAGE	1001-01 · General Checking Account	
127763	3/21/2013		5530-02 · ADMIN-Prof&Spec-ComputerConsult	-600.00
TOTAL				-600.00



**Big Bear MWD**  
**Warrant List Detail**  
 April 1 - 12, 2013

Num	Date	Name	Account	Paid Amount
151257	4/10/2013	COMSERCO	1001-01 · General Checking Account	
64601	3/31/2013		5506-41 · OPS-Radio Service Contract	-260.00
TOTAL				-260.00
151258	4/10/2013	CONKLIN PAINT	1001-01 · General Checking Account	
85531	3/6/2013		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-22.01
85543	3/13/2013		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-11.65
8558	3/19/2013		5630-10 · ADMIN-Bldg/Facility Maint/Rep	-15.60
TOTAL				-49.26
151259	4/10/2013	DIRECTV INC	1001-01 · General Checking Account	
03232013	3/23/2013		5507-42 · OPS-Utilities-RV Park	-192.71
TOTAL				-192.71
151260	4/10/2013	DISH NETWORK	1001-01 · General Checking Account	
04042013	4/4/2013		5507-41 · OPS-Utilities-Main Office	-77.00
TOTAL				-77.00
151261	4/10/2013	DIY HOME CENTER	1001-01 · General Checking Account	
6287	3/26/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-6.43
6523	4/9/2013		5503-01 · ADMIN-Office Supplies-Office	-45.39
TOTAL				-51.82
151262	4/10/2013	DWP	1001-01 · General Checking Account	
03272013A	3/27/2013		5507-44 · OPS-Utilities-Trout Pond	-80.22
03272013B	3/27/2013		5507-43 · OPS-Utilities-Ramps	-19.47
03272013C	3/27/2013		5507-43 · OPS-Utilities-Ramps	-123.92
03272013D	3/27/2013		5507-41 · OPS-Utilities-Main Office	-48.12
03272013E	3/27/2013		5507-41 · OPS-Utilities-Main Office	-14.60
03272013F	3/27/2013		5507-42 · OPS-Utilities-RV Park	-80.22
TOTAL				-366.55
151263	4/10/2013	ENTERPRISE RENT-A-CAR	1001-01 · General Checking Account	
133622	3/31/2013		5660-04 · Aquatic Pint Ctrl Train/Conf	-142.95
929567-32H4	4/2/2013		5570-03 · ADMIN-Training/Seminars-Empl	-255.97
TOTAL				-398.92
151264	4/10/2013	FAIRFIELD LINE	1001-01 · General Checking Account	
12827	4/10/2013		5570-41 · OPS-OSHA-Equipment	-1,092.05
TOTAL				-1,092.05
151265	4/10/2013	GRAINGER	1001-01 · General Checking Account	
9106024806	4/2/2013		5650-03 · WATER-Watershed Mgt Supplies	-156.65
9109034182	4/4/2013		5650-03 · WATER-Watershed Mgt Supplies	-101.63
9107910847	4/4/2013		5650-03 · WATER-Watershed Mgt Supplies	-31.38
TOTAL				-289.66

# Big Bear MWD

## Warrant List Detail

April 1 - 12, 2013

Num	Date	Name	Account	Paid Amount
151266	4/10/2013	HAVASU EMBROIDERY INC	1001-01 · General Checking Account	
16538	3/25/2013		5541-32 · MAINT-Uniform/Sm Equip-Seas Emp 5541-42 · OPS-Uniform/Sm Equip Seas Empl	-447.12 -674.24
TOTAL				-1,121.36
151267	4/10/2013	J & R KEY HARDWARE	1001-01 · General Checking Account	
6214	3/28/2013		5630-42 · OPS-Bldg/Fac Mtn/Rep-EAST RAMP	-86.38
TOTAL				-86.38
151268	4/10/2013	LEMIEUX & O'NEILL	1001-01 · General Checking Account	
164	3/31/2013		5520-01 · ADMIN-District Counsel Retainer	-3,500.00
TOTAL				-3,500.00
151269	4/10/2013	LINCOLN NATIONAL	1001-01 · General Checking Account	
04112013	4/11/2013		2101-01 · Deferred Compensation	-1,345.00
TOTAL				-1,345.00
151270	4/10/2013	MASTERCARD	1001-01 · General Checking Account	
03292013 3...	3/29/2013		5560-22 · WATER-Watermaster Meetings 5570-05 · ADMIN-Training/Travel-Seas Empl 5570-01 · ADMIN-Training/Seminars-GM 5571-03 · ADMIN-Div 3- Suhay Expenses 5560-21 · WATER-Watermaster Report	-50.74 -79.08 -695.00 -695.00 -350.77
TOTAL				-1,870.59
151271	4/10/2013	MCMASTER-CARR	1001-01 · General Checking Account	
48276321	3/19/2013		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-558.14
49097868	4/2/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-25.24
49212203	4/3/2013		5630-43 · OPS-Bldg/Fac Mtn/Rep-WEST RAMP	-22.47
49284999	4/4/2013		5630-31 · MAINT-Bldg/Facil Maint/Rep-Shop	-259.66
TOTAL				-865.51
151272	4/10/2013	MELTON SIGN SERVICE	1001-01 · General Checking Account	
4286	3/26/2013		5630-42 · OPS-Bldg/Fac Mtn/Rep-EAST RAMP	-575.00
4286	3/28/2013		5630-40 · OPS-Bldg/Fac Mtn/Rep	-275.00
TOTAL				-850.00
151273	4/10/2013	MID AMERICA APPLE PLAN	1001-01 · General Checking Account	
032113-040...	4/11/2013		2100-20 · Apple Plan - Employee Pay 2100-21 · Apple Plan - Company Pay	-155.42 -155.42
TOTAL				-310.84
151274	4/10/2013	MILE HIGH EQUIPMENT	1001-01 · General Checking Account	
23665	3/25/2013		5660-02 · Aquatic Plant Control LAKE	-800.00
TOTAL				-800.00

**Big Bear MWD**  
**Warrant List Detail**  
 April 1 - 12, 2013

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
151275	4/10/2013	NO CONTRACT VOIP	1001-01 · General Checking Account	
04052013	4/5/2013		5505-01 · ADMIN-Phones Local/Hardware/Rep	-152.67
TOTAL				-152.67
151276	4/10/2013	QUILL	1001-01 · General Checking Account	
1287689	3/19/2013		5503-01 · ADMIN-Office Supplies-Office	-6.79
1335424	3/19/2013		5503-01 · ADMIN-Office Supplies-Office	-25.91
1561535	3/29/2013		5503-01 · ADMIN-Office Supplies-Office	-53.99
1615476	4/2/2013		5503-01 · ADMIN-Office Supplies-Office	-342.00
1615616	4/2/2013		5503-01 · ADMIN-Office Supplies-Office	-4.36
TOTAL				-433.05
151277	4/10/2013	RADIOSHACK CORPORATION	1001-01 · General Checking Account	
039979	3/7/2013		5503-01 · ADMIN-Office Supplies-Office	-53.99
049081	3/7/2013		5620-10 · ADMIN-Equip Maintenance	-65.86
049229	3/11/2013		5620-10 · ADMIN-Equip Maintenance	-46.43
030242	3/14/2013		5620-10 · ADMIN-Equip Maintenance	-46.43
030488	3/22/2013		5630-41 · OPS-Bldg/Fac Mtn/Rep-RV PARK	-52.22
030671	3/26/2013		5630-41 · OPS-Bldg/Fac Mtn/Rep-RV PARK	-6.47
TOTAL				-271.40
151278	4/10/2013	ROTARY	1001-01 · General Checking Account	
03312013 H...	3/31/2013		5509-08 · ADMIN-Member/Subs/Permit-Rotary	-111.00
TOTAL				-111.00
151279	4/10/2013	STANDARD PRINTING COMPA...	1001-01 · General Checking Account	
235467	3/7/2013		5510-42 · OPS-Public Info-Permit Renewal	-2,174.11
TOTAL				-2,174.11
151280	4/10/2013	SUPERMEDIA	1001-01 · General Checking Account	
03192013	3/19/2013		5505-07 · ADMIN-Phone Office Web/Email	-29.95
04012013	4/1/2013		5505-01 · ADMIN-Phones Local/Hardware/Rep	-66.50
TOTAL				-96.45
151281	4/10/2013	TRI-COUNTY FIRE EQUIPMENT	1001-01 · General Checking Account	
1120	4/3/2013		5570-41 · OPS-OSHA-Equipment	-335.29
TOTAL				-335.29
151282	4/10/2013	UNIVAR	1001-01 · General Checking Account	
RV567625	3/21/2013		5660-01 · Aquatic Plant Control Docks	-27,588.48
TOTAL				-27,588.48
151283	4/10/2013	UPS	1001-01 · General Checking Account	
F33Y11133	3/30/2013		5560-21 · WATER-Watermaster Report	-43.21
F33Y11143	4/6/2013		5560-21 · WATER-Watermaster Report	-36.07
TOTAL				-79.28

**Big Bear MWD**  
**Warrant List Detail**  
 April 1 - 12, 2013

Num	Date	Name	Account	Paid Amount
151284	4/10/2013	USCG AUX	1001-01 · General Checking Account	
2013	4/1/2013		5580-40 · OPS-Boat Maintenance	-200.00
TOTAL				-200.00
151285	4/10/2013	VERIZON CALIFORNIA	1001-01 · General Checking Account	
03252013	3/25/2013		5505-05 · ADMIN-Phone Weather Station	-45.00
03282013	3/28/2013		5505-04 · ADMIN-Phone At the Dam	-46.05
04012013A	4/1/2013		5505-02 · ADMIN-Phones Ramps Local Svc	-50.38
04012013B	4/1/2013		5505-02 · ADMIN-Phones Ramps Local Svc	-49.09
TOTAL				-190.52
151286	4/10/2013	VERIZON WIRELESS	1001-01 · General Checking Account	
9702641173	4/4/2013		5505-11 · ADMIN-Phones Ramp Aircards	-38.01
			5505-11 · ADMIN-Phones Ramp Aircards	-38.01
			5505-06 · ADMIN-Phone Cell Phones	-114.03
TOTAL				-190.05
151287	4/10/2013	XEROX	1001-01 · General Checking Account	
067328450	4/1/2013		2950-03 · Copier Lease	-469.50
			5620-13 · ADMIN-Copier Maint/Repair	-75.84
TOTAL				-545.34
151288	4/10/2013	MASTERCARD	1001-01 · General Checking Account	
03292013 4...	3/29/2013		5510-40 · OPS-Public Info/Printing	-589.23
			5510-05 · ADMIN-Public Info-Other Agency	-27.00
			5503-02 · ADMIN-Office Supplies-Ramps	-309.02
			5503-01 · ADMIN-Office Supplies-Office	-548.64
			5541-42 · OPS-Uniform/Sm Equip Seas Empl	-155.34
			5541-41 · OPS-Uniform/Sm Equip-Reg Empl	-233.23
			5510-05 · ADMIN-Public Info-Other Agency	-22.87
			5540-43 · OPS-PreEmployment Training	-67.86
			5570-33 · MAINT-OSHA-Training	-584.33
			5541-42 · OPS-Uniform/Sm Equip Seas Empl	-649.04
			5570-02 · ADMIN-Training/Seminars-Mgmt	-193.76
			5570-02 · ADMIN-Training/Seminars-Mgmt	-12.28
			5570-02 · ADMIN-Training/Seminars-Mgmt	-12.28
			5541-31 · MAINT-Uniform/Sm Equip-Reg Empl	-84.45
			5570-03 · ADMIN-Training/Seminars-Empl	-605.54
			5503-01 · ADMIN-Office Supplies-Office	-108.03
			5600-31 · MAINT-Vehicle Maint-ON ROAD	-19.63
			5543-00 · Small Tools/Tools Supplies	-41.98
			5660-04 · Aquatic Plnt Ctrl Train/Conf	-18.55
			5541-42 · OPS-Uniform/Sm Equip Seas Empl	-47.49
			5543-00 · Small Tools/Tools Supplies	-416.41
			5509-09 · ADMIN-Member/Subs/Permit-QBE	-847.44
			5660-04 · Aquatic Plnt Ctrl Train/Conf	-11.17
			5660-04 · Aquatic Plnt Ctrl Train/Conf	-49.99
			5660-04 · Aquatic Plnt Ctrl Train/Conf	-35.35
			5660-04 · Aquatic Plnt Ctrl Train/Conf	-14.97
TOTAL				-5,705.88

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

**MEETING DATE:** April 18, 2013

**AGENDA ITEM:** 5C

---

**SUBJECT:** CONSIDER APPROVAL OF A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT REQUESTING A GRANT FOR THE OPERATION AND MAINTENANCE OF THE FLOATING RESTROOM(S) FROM THE DEPARTMENT OF BOATING AND WATERWAYS

---

**RECOMMENDATION:**

The General Manager and the Administrative Committee (Directors Smith/Murphy) recommend approval of this Resolution.

**DISCUSSION/FINDINGS:**

The State Department of Boating and Waterways provided the District with a grant to cover 75% of the costs associated with pumping and maintenance of two floating restrooms two years ago. District Staff asked if the grant could be extended another two years and it was approved subject to the Board accepting the grant terms and conditions via a formal Resolution. The proposed grant would run from April 10, 2013 through June 30, 2015 in the amount of \$15,500. Seventy-five percent of all District expenses associated with mechanical maintenance, pumping, cleaning and supplying the two floating restrooms, including staff time can be reimbursed with this money providing supporting documentation is provided. The Committee recommends the Board approve this resolution.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** None

Submitted by: Scott Heule, General Manager

**RESOLUTION NO. 2013-06**

**RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT REQUESTING A GRANT FOR THE OPERATION AND MAINTENANCE OF THE FLOATING RESTROOM(S) FROM THE DEPARTMENT OF BOATING AND WATERWAYS**

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

**WHEREAS**, Big Bear Municipal Water District is desirous of operating and maintaining the floating restrooms at Big Bear Lake to meet the needs of the boaters and to provide public access to these facilities; and

**WHEREAS**, the Department of Boating and Waterways is authorized to provide grants to cities, counties, districts, and other public agencies for the operation and maintenance of floating restrooms; and

**WHEREAS**, Big Bear Municipal Water District is willing to enter into an agreement to provide for the operation and maintenance of the proposed facilities;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Big Bear Municipal Water District by adoption of this resolution hereby requests that the Department of Boating and Waterways provide a Clean Vessel Act Grant for the operation and maintenance of the floating restrooms at Big Bear Lake ; and

**BE IT FURTHER RESOLVED** that Big Bear Municipal Water District agrees to accept the grant and hereby authorizes the General Manager to sign the grant amendment and accept the grant for the purpose stated above.

**PASSED, APPROVED AND ADOPTED** by Big Bear Municipal Water District on April 18, 2013 by the following vote:

Ayes:  
Noes:  
Absent:

\_\_\_\_\_  
Vince Smith, President

ATTEST:

\_\_\_\_\_  
Vicki Sheppard  
Secretary to the Board

(SEAL)



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

**MEETING DATE:** *April 18, 2013*

**AGENDA ITEM:** *5D*

**SUBJECT:**

**CONSIDER APPROVAL OF A BOAT RENTAL CONCESSION AT LIGHTHOUSE LANDING MARINA**

**RECOMMENDATION:**

The General Manager and the Operations Committee (Directors Murphy & Suhay) recommend approval of this request.

**DISCUSSION/FINDINGS:**

Brian Smith presented the Committee with a proposal to rent kayaks, stand up paddle boards and a paddleboat at Lighthouse Landing (Lighthouse). All vessels will be self-propelled and will be hand launched from the beach area immediately west of the Lighthouse jetty and is within the geographical limits of the dedicated "landing site". No consideration of possible conflicts with a defined zone of influence is made because no floating dock systems are proposed. Lighthouse Marina's permit provides for a marina compensation of 6% of gross receipts from "marina" operations. Mr. Smith was advised that his operation would increase the "marina" operations revenue to Lighthouse and therefore would increase the amount of marina compensation due the District at the end of the year. Also, the 1975 marina permit held by Lighthouse does not reflect current standards of liability insurance for the District and is limited to \$500,000 per incident. Mr. Smith was advised that his concession will need to include a \$1 million liability policy naming both Lighthouse and the District as additionally insured. Mr. Smith advised the Committee that his target clientele are campers at the USFS Serrano Campground immediately north of Lighthouse. The Committee recommends that the proposed concession be approved subject to a liability insurance policy naming the District as an additionally insured.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** None

Submitted by: Scott Heule, General Manager

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

**MEETING DATE:** April 18, 2013

**AGENDA ITEM:** 6A

**SUBJECT:** CONSIDER APPROVAL OF DOCK PROGRAM AND RV PARK SOFTWARE

**RECOMMENDATION:**

The General Manager and the Administrative Committee (Directors Smith/Murphy) recommend approval of this purchase.

**DISCUSSION/FINDINGS:**

At the previous Administrative Committee meeting the Committee asked staff to complete some additional research into this software. Compatibility with District hardware and integration with Quickbooks Enterprise (District accounting program) was researched by District consultants. Also, Mike Stephenson and Catrina Rabago arranged a visit to a site in San Diego where the software has been in use for five years. The consultants advised that both hardware and software will be compatible with existing District facilities but both also suggested that its use should be phased in at the Administrative offices before it is installed at the ramps in the spring of 2014. The San Diego facility using the software is very happy with the functionality of the program and they use it to track slip leases, insurance, boat locker rentals and several commercial buildings. The cost to purchase the software, two hours of online training and one year of maintenance would be \$5,790.00 (see attached). The maintenance provides phone or internet consulting services workdays. If the purchase is approved the dock program, RV park, and winter boat storage will be transitioned immediately. The sale of lake permits will be explored over the next several months in order to decide how best to track permit inventory. Once the inventory method is determined, ramp staff will be able to use a touch screen to sell permits. The Committee recommends the Board approve the purchase of the Marina Office software for a cost of \$5,790.00 with the funding taken from the Computer Maintenance budget.

**OTHER AGENCY INVOLVEMENT:** None

**FINANCING:** Computer Maintenance budget

Submitted by: Scott Heule, General Manager



# Purchase Contract

Contract Date: 04/10/2013

**Customer Name / Address** Big Bear Municipal Water District  
Carrie Shirreffs  
PO Box 2863  
Big Bear Lake, CA 92315

**Expiration Date:** 04/20/2013

**Contract Number** 554671

Description	Qty	Price	Total
Software: MarinaOffice 7.0 -5 licenses - to be installed on 5 devices. Includes MarinaOffice, PureRetail, Visual Map software.	1	3,795.00	3,795.00T
X-Charge Credit Card Software Integrates with Scribble Software products - Free Software - Recommended Note:Customer has QuickBooks Enterprise 10user	1	0.00	0.00
subtotal			3,795.00
Online Install & Online Training: To be installed on 2 workstations & 1 server: Online Installation - Per User License *First time installed on the machine or device. This service includes installing the software and connecting it to QuickBooks. Configuration package required for full configuration needs.	3	125.00	375.00
Online Training - Per Hour All training hours purchased must be utilized within 30 days of purchase, to facilitate resource availability and scheduling.	2	125.00	250.00
subtotal			625.00
Shipping Charge to customer	1	20.00	20.00
Support Plan: Standard Support Plan Discount - Paying for a year of support upfront.	12	125.00 -10.00%	1,500.00 -150.00
subtotal			1,370.00
Note: Pay for a year of support upfront and receive 10% off! Your Success Maintenance Plan Options are: Standard Success Maintenance Plan: \$125 /monthly Premier Success Maintenance Plan: \$295 /monthly (Recommended Option) Enterprise Success Maintenance Plan: \$615 /monthly Out-of-state sale, exempt from sales tax		0.00 0.00%	0.00 0.00
<b>Total</b>			<b>\$5,790.00</b>

**\* If this contract is not signed and returned before the Expiration Date on this contract, a new contract will be required. All prices and discounts are subject to change after the Expiration Date on this contract.**

Accepted by (Customer Sign's Here): \_\_\_\_\_

Date: \_\_\_\_\_

Title of Person Signing Contract: \_\_\_\_\_

# Purchase Contract Summary

Scribble Software, Inc.  
8052 Elm Drive, Unit K  
Mechanicsville, VA 23111  
800-972-7423 or 804-427-8100

Thank you for choosing Scribble Software for your complete software and hardware solution.

**Please complete the following steps.**

- **Initial each page of the contract.**
- **Complete the credit card section of this contract.**
- **Sign, date the contract, and fill in title information.**
- **Upon receiving your order, you will receive notification that your order was received and processed.**

## **Technical Support**

Users may submit requests for assistance over the Web or by phone. When submitting a case via the Web, users will be asked to provide their company name, contact information, and details of the request for assistance. Each case will be assigned a unique case number. Please visit Scribble Software's website at [www.scribblesoftware.com](http://www.scribblesoftware.com) for information about logging a case via the Web.

As a **customer courtesy**, customers may contact Scribble Software's Technical Support team and ask general questions up to 30 days after the initial purchase of Scribble Software's proprietary software products, which excludes weekends and holidays. If customers wish to take advantage of this courtesy technical support, customers should allot time in their schedules, their employees' and/or contractors' schedules to utilize the first thirty days after purchase appropriately to accomplish complete installation and configuration of the software and hardware purchased from Scribble Software. The customer is solely responsible for appropriating the resources needed to accomplish having their hardware and software purchased from Scribble Software fully functional within the first thirty days after purchase.

Support (whether during the first 30 days after purchase or with a support plan) is to answer specific questions and offer general guidance. It is not intended to be a training class of any sort. Dedicated training and configuration sessions are offered as an additional service and may be purchased by contacting Scribble Software's Future Market Team members.

The customer must have appropriate Internet access on any computer which has Scribble Software products installed on them.

It is the customer's full responsibility to contact Scribble Software Technical Support Team and request any assistance needed. The customer is responsible for contacting Scribble Software at least 48 hours prior and scheduling a time for a Scribble Software Support Technician to be available for technical assistance when the customer has a special need or has scheduled an independent contractor to be onsite.

The customer must have appropriate Internet access on any computer which has Scribble Software products installed on them.

The customer is solely responsible for backing up all data and files on a regular basis.

## **Telephone Support Hours**

Telephone support is available on weekdays, during Scribble Software standard support business hours, excluding holidays. The main phone number for technical assistance is 804-427-8100. Please visit Scribble Software's website for additional contact information and current Support business hours for the various Success Plans, which may change at Scribble Software's discretion.

Please initial each page: \_\_\_\_\_

### **Reproducing Errors**

Scribble Software Technical Support Team members must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Scribble Software Technical Support Team members to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Users may also be asked to provide remote access to their computers and/or desktop system for troubleshooting purposes.

### **Escalation / Severity Levels**

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis. Issues will be generally categorized and handled according to an assigned severity level .

### **Training Options**

Scribble Software offers *Online Training and Configuration Packages*, as well as, *Onsite Training at Customer's Site* as additional services.

Training is not free. Training is not included in the price of the software or any other item purchased. It is the customer's full responsibility to install and configure any software update unless the customer purchases a configuration and/or installation package.

When the customer purchases a training and/or installation package from Scribble Software, the Scribble Software Technician will only install purchased licenses for software developed by Scribble Software. The customer is responsible for installing all other software products (including, but not limited to, any Antivirus software).

### **Onsite Installation and Training**

The number of days included in this contract for Onsite Installation is an estimate based on previous installations. Should any circumstances arise requiring additional days of Onsite Installation, the customer will be invoiced for each day plus all travel expenses. The customer agrees to pay these charges upon receipt of the invoice.

When on-site installation and training is provided, the customer is responsible for all travel related expenses. This includes, but is not exclusive to, airfare, car rental, gas, tolls, lodging, parking, etc. If an airline ticket is purchased, the customer will be invoiced and the customer's credit card will be charged for the airfare when the airline ticket is booked. There are no refunds for prepaid travel expenses for any reason.

A day is defined as "eight" hours, usually from 8am to 5 pm or 9am to 6pm. The hours the Scribble Software employee is on-site, breaks, lunch breaks, etc. are solely dictated by Scribble Software.

The customer is completely responsible for verifying receipt of, reviewing, completing, signing, and returning the "Onsite Installation Checklist" to a Future Markets team member at least 2 weeks prior to first day of installation.

Part of the onsite training involves training the customer to enter data into the system. It is the customer's full responsibility to complete the data entry. Data entry may not be complete at the end of the installation training period.

The customer and customer's employees are responsible for their own meals and any other costs during training.

The customer is solely responsible for scheduling the customer's employees and other personnel to be at the site and available during training hours. The customer's employees, contractors, and other related personnel are to be onsite, undistracted, and available for adequate training. When a customer's employee or representative has been distracted with phone calls, customers, or any other matter during training, the customer will be completely responsible for any training missed by the customer's employee or representative.

Any item ordered by the customer or provided by Scribble Software while Scribble Software is on-site will be billed to the customer. Payment for the items is due on receipt of the invoice.



**Scribble Software offers Three (3) Success Maintenance Plan Options based on "YOUR" business needs:**

1. Standard Success Maintenance Plan
2. Premier Success Maintenance Plan
3. Enterprise Success Maintenance Plan.

**"STANDARD" SUCCESS MAINTENANCE PLAN:**

**Benefits:**

- Phone and e-mail support – during Technical Support hours, generally Monday – Friday 9am to 6pm eastern standard time.
- Response Time – 2 business days. *See Standard Success Plan response time for details.*
- No support on weekends or holidays. *See section Technical Support Hours in this contract.*
- Free software updates with release of new versions
- Free electronic documentation updates.

**Response Time:**

Scribble Software will use commercially reasonable efforts to promptly respond to each case within no later than two (2) business days and will use commercially reasonable efforts to promptly resolve each case.

**"PREMIER" SUCCESS MAINTENANCE PLAN:**

**Benefits:**

- Premier Support hours via phone and e-mail – Monday –Friday 9am to 8pm eastern standard time
- Emergency On-call Weekend Support. *See Scribble Software's website for more details.*
- Response Time – 1 business day. *See Premier Success Plan response time for details.*
- Free software updates with release of new versions
- Free electronic documentation updates
- 5% Discount on Hourly Online Training Fee \* \*
- 5% Discount on hardware \*\*
- 5% Discount on software produced by Scribble Software \*\*

**Response Time:**

Scribble Software will use commercially reasonable efforts to promptly respond to each case within no later than one (1) business day and will use commercially reasonable efforts to promptly resolve each case.

**"ENTERPRISE" SUCCESS MAINTENANCE PLAN:**

**Benefits:**

- Extended Support hours via phone and e-mail – Monday –Friday 9am to 8pm eastern standard time
- Emergency On-call Weekend Support. *Contact Scribble Software for more details.*
- Response Time – 1 to 2 hours Monday – Friday 9am to 4pm eastern standard time\*
- Response Time – 1 business day outside of the hours listed above\*
- Dedicated Account Representative\*\*\*
- Free software updates with release of new versions
- 2 Months Pure Online Free annually with an annual Pure Online contract
- 2 FREE Hours of Hourly Online Training per "annual contract term" \* \*
- 10% Discount on Hourly Online Training Fee \* \*
- 15% Discount on hardware \* \*
- 10% Discount on software produced by Scribble Software \* \*
- Free Online Annual Installation and Configuration package with release of new versions\*

\*See Enterprise Success Plan response time contract for details.

\*\*\*Should your Dedicated Rep not be in the office, a Dedicated Tech will be assigned to your account, until the return of your Dedicated Account Representative. At which time, your Dedicated Account Rep will contact you to ensure resolution.

**Response Time:**

Scribble Software will use commercially reasonable efforts to promptly respond to each case within no later than 2 hours Monday – Friday 9am to 5pm eastern standard time and one business day outside of these times noted and will use commercially reasonable efforts to promptly resolve each case.



**Excluded Items**

The Success Plans do not include any of the following:

- Assistance in developing user-specific customizations.
- Assistance with non-Scribble Software products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks, or communications systems;
- Assistance with installation or configuration of hardware, including computers, hard drives, networks, or printers

**Technical Support Resolution**

Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround, or other solution in Scribble Software's reasonable determination.

**Changes to Success Plans**

Scribble Software may change its Standard Success Plan from time to time at its sole discretion.

The Monthly Support Rate covers Scribble Software proprietary products purchased as of the date of this contract.

Additional licensing purchases may change this monthly rate.

You may not downgrade your Success Plan within the annual contract. However, you do have the option to upgrade to another Success Plan within your annual contract. To upgrade your Success Plan, please contact a Future Markets Team member during regular business hours Monday – Friday 8am to 4:30 pm eastern standard time.

**Hardware and Third Party Products**

Availability and price of hardware or any product is subject to change at any time and without notice.

Scribble Software offers all hardware components for a complete solution. We continually test the hardware we offer to assure that all components are compatible and function as needed. If a customer decides to acquire hardware equipment elsewhere, Scribble Software cannot guarantee the compatibility and will not support the hardware purchased.

Third party software or products may require the purchase of an additional support plan directly from the manufacturer or supplier by the customer.

**QuickBooks and Accounting**

The customer will consult with the customer's accountant for specific accounting and QuickBooks policies and procedures for your company. This includes setting up QuickBooks accounts and items. QuickBooks is required for all of the following solutions: MarinaOffice, MarinaOffice Mobile, LaunchOffice, PureRetail, PureFuel - FI/PAP, PureFuel POS, PureRestaurant, PureRental, PureTime, Scribble QB Processor, and PureOnlineAccount. If you are purchasing any software not listed above, please be advised you may also be required to have QuickBooks.

**Credit Card Integration**

Integrated credit card processing currently requires the use of the free X-charge credit card software and a merchant service account with Accelerated Payment Solutions. The use of any other credit card software or any other merchant service account would require external processing and manual entry of the credit card transactions into Scribble Software solutions.

**Billing**

The customer agrees to provide current, complete, and accurate account, company contact, billing, and shipping information.

The customer agrees to promptly contact Scribble Software via phone and/or e-mail ([support@posscribble.com](mailto:support@posscribble.com)) to update your account and other information, including company name changes, contact name changes, address and phone number changes, e-mail address changes, and credit card numbers and expiration dates.

Customer agrees to remain a subscriber of the Success Plan selected on this contract for the minimum commitment period of one year from the date of signature. All Success Plans shall automatically renew for additional periods equal to the expiring subscription term of one year. Customers must provide written notice of cancellation at least 30 days before their contract auto-renewal date. Please submit requests to cancel by writing to us at [sales@posscribble.com](mailto:sales@posscribble.com). Include the Company Name, full Contact Name with title, Contact Phone Number, and Billing Address to facilitate your request.

Failure to pay balance for Success Plan invoices will result in suspension of all benefits of the Success Plan, late fees, penalty fees, reactivation fees, and possible termination of contract based on the billing policies set forth by Scribble Software's Administration Team.

All sales are final. Non-refundable. No returns or refunds accepted for any reason.

**PureOnline monthly service**

Due to the fees Scribble Software, Inc. is responsible for, Scribble customers who have subscribed to PureOnline monthly services are required to sign up for minimum period of 12 months. Renewals must be made in yearly increments. Your account will automatically renew, unless we receive a signed letter to cancel your account 60 days prior to the yearly renewal date. There will be a \$200 administrative fee charged to the company credit card on file for all cancellations, where a 12 month period (initial or renewal) has not been paid in full. If you are ordering PureOnline monthly service, you acknowledge and agree to have your credit card charged the first day of each month for PureOnline services.

**Licenses and Intellectual Property**

Products offered for sale by Scribble Software are the intellectual property of Scribble Software or its suppliers. When the customer purchases any software, the customer is actually purchasing a license to use the software rather than purchasing the software itself. All Software terms and licensing are subject to the software licensing agreement supplied by the software manufacturer. This License Agreement shall be governed by the laws of the United States of America, state of Virginia and shall inure to the benefit of Scribble Software or its assigned. Separation of Components: The product is licensed as a single product. Its COMPONENT parts may not be separated for use by more than one user (or for use on more than one computer for Server Software).

**Success Maintenance Plan:**

\_\_\_\_\_ Initial here to have your credit card on file automatically charged the first day of each month for the success plan selected in this contract. This option is the 'green option', saving valuable paper, envelopes, stamps, and time. Otherwise, you will be billed each month and payment is due by the 15<sup>th</sup> of each month. If payment is not received by the 15<sup>th</sup> of each month, technical assistance will not be provided until full payment is received.

**Success Maintenance Plan:** \_\_\_\_\_ **(Select One: Standard, Premier, or Enterprise)**

**Payment Method:** \_\_\_\_\_ **(Visa, MasterCard, Discover, American Express)**

**Credit Card #:** \_\_\_\_\_ **Exp:** \_\_\_\_\_

**Name on Card:** \_\_\_\_\_

**Billing Address for Credit Card** \_\_\_\_\_

**Accepted by (Customer Sign's Here):** \_\_\_\_\_

**Title of Person Signing Contract:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Full payment is due upon signing. By signing above, I agree to all terms and conditions of this contract and the SCRIBBLE SOFTWARE END USER LICENSE AGREEMENT which is posted on Scribble Software's website. The SCRIBBLE SOFTWARE END USER LICENSE AGREEMENT is subject to change and may be changed by Scribble Software from time to time. All changes will become effective once posted on Scribble Software's website or when notified by Scribble Software via other means. Please review the SCRIBBLE SOFTWARE END USER LICENSE AGREEMENT periodically on the website for changes. I agree to have the credit card listed above charged according to the terms outlined in this contact. I am an official representative for this company and I am authorized to request support, services, and products from Scribble Software, Inc. I am an authorized user of the credit card listed above.**

Please initial each page: \_\_\_\_\_

### Certificate of Completion

Envelope Number: CA68BB87F51D453A81EDB4B2BAA71158  
 Subject: Carrie- Please review and sign to complete your order. Thank you!  
 Source Envelope:  
 Document Pages: 6  
 Certificate Pages: 1  
 AutoNav: Enabled  
 Envelope Stamping: Enabled

Status: Delivered

Signatures: 2  
 Initials: 5

Envelope Originator:  
 Tonia Stevens  
 8052 Elm Dr., Unit K  
 Mechanicsville, VA 23111  
 tonia@posscribble.com  
 IP Address: 96.43.144.8

### Record Tracking

Status: Original  
 4/10/2013 9:05:16 AM PT

Holder: Tonia Stevens  
 tonia@posscribble.com

Location: DocuSign

### Signer Events

Carrie Shirreffs  
 carries@bbmwd.net  
 Security Level: Email, Account Authentication  
 (None)  
 Consumer Disclosure:  
 Not Offered  
 ID:

### Signature

### Timestamp

Sent: 4/10/2013 9:05:17 AM PT  
 Delivered: 4/10/2013 9:15:03 AM PT

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent  
 Certified Delivered

Hashed/Encrypted  
 Security Checked

4/10/2013 9:05:17 AM PT  
 4/10/2013 9:15:03 AM PT