

DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
May 11, 2017 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525

PRESENT: Chairman Tink L'Ecuyer; Vice-Chairman Thomas Schafer; Secretary/Treasurer David Boan; Commissioner David Malley, and Commissioner Dick Nolan.

ABSENT: None.

ALSO PRESENT: District Counsel Tricia Tisdale, Boyce Holleman & Associates; General Manager Nancy Depreo, Seymour Engineering; Comptroller, Toni Wilson; and Director of Operations, Joe Higginbotham.

The presence of a quorum was noted and the meeting was called to order at 6:00 p.m. The public was duly notified in compliance with the District's open meeting policy.

4. **Approve Agenda.** *Motion by Commissioner Schafer, second by Commissioner Malley to amend the agenda to add Item 11.6 "A Motion to rescind the District's Resolution of 4/27/2017 approving the City of Diamondhead's request for assistance to include City Brochures in DWSD billing. " Motion carried unanimously. Motion by Commissioner Schafer, second by Commissioner Malley to approve agenda as amended. Motion carried unanimously.*
5. **Public Comments.** None.
6. **GM's Report.**
 - 6.1. WWTP Construction Project.
 - 6.1.A. Contractor's Progress Report for April:
 1. Introduced sewer to new plant and pumped sewer from existing plant.
 2. Completed installation of sidewalks.
 3. Completed demolition of digester at existing plant.
 4. Continued installation of Electrical and Site Lighting.
 5. Continued installation of fencing.
 6. Continued completion of punch list items at Control Building.
 7. Continued grading and placement of top soil on site.
 8. Began installation of asphalt on roadway.
 9. Began 28 day Demonstration Period.
 - 6.1.B. The next MEMA meeting is scheduled for May 18, 2017 @ 9:00am.
 - 6.1.C. The WWTP Monthly Progress Meeting is scheduled for June 6, 2017 @ 1:00pm.
 - 6.1.D. The contractor will complete the 28 day Demonstration Period on May 23, 2017. Upon completion of the demonstration period, the power will be transferred into the District's name. Substantial completion is anticipated to be on the May 25 agenda for Board consideration and approval.
 - 6.1.E. Change Order 8 is being prepared. Change Order 8 will include a passage door for Storage Building and grout for Clarifier's 1 and 2.
 - 6.1.F. Demolition of the old plant is expected to begin on May 15, 2017. DWSD is coordinating a closure plan for the old plant with MDEQ.

- 6.1.G. Item 8.1.A. on the agenda is a Request to MEMA for a Waiver for excess Insurance Coverage mandated for flood coverage over the National Flood Insurance Program limits of \$500,000 due to the financial hardship such excess coverage would place on the DWSD and due to the location of the building, e.e. "X" zone.
- 6.1.H. Item 8.1.B. on the agenda is a discussion regarding optional Terrorism coverage for the WWTP in the amount of \$1,072.50. Betz Rosetti Insurance Agency is currently working on a quote to add the Storage Building to the policy once substantial completion is accepted, so we will have additional insurance cost this fiscal year.
- 6.1.I. The storage building at the new WWTP will need to be added to the DWSD's insurance once substantial completion is accepted. Betz Rosetti Insurance Agency is obtaining quotes for this item. Additional insurance costs will be incurred during this fiscal year.
- 6.1.J. Item 8.1.C. on the agenda is a service agreement with CableOne to provide internet service at the WWTP. There is an installation fee of \$2,500 with a month cost of \$81.70. The District currently uses CableOne at its other facilities.
- 6.1.K. Item 8.1.D. on the agenda is a Motion to rescind approval of Controls Systems Inc's quote to relocate the SCADA server to the new WWTP. The server is password protected and cannot be uncoded. Remote use of the server until such time as the server can be replaced is recommended by the contractor.

6.2. Lift Station Repair & Mitigation.

- 6.2.A. Item 8.2.A. on agenda is a request for a time extension for Project Worksheets 8429, 11247 and 11280 to extend the completion date to 12-30-2018. The anticipated 2016 Lift Station project start date is August 24, 2017 with completion August 24, 2018.
- 6.2.B. The Pre Bid meeting for the Lift Station Repair & Mitigation Project is scheduled for May 19, 2017 @ 10:00 am.
- 6.3. Items 11.1. and 11.2. on agenda are Motions to approve attendance by employees for MsRWA & MDEQ Annual Summer Training is June 6, 7 & 8 for crew members and June 6 for Office Training.
- 6.4. Item 11.3. on the agenda is a Motion to approve final payment for the Makiki Court Sewer Main Tie-In. The project is complete and work has been accepted by the Utility Superintendent.
- 6.5. Item 11.5. on the agenda is a Motion to approve a proposal from Necaise & Company for consulting services associated with preparation of the 2017-2018 Fiscal Budget. Budget workshops will begin in July.
- 6.6. Item 11.4. on the agenda is a Motion to consider renewal of the DWSD's membership in the Hancock County Chamber of Commerce. Renewal cost is \$510.00.

7. Minutes.

7.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the Minutes for the Regular Meeting held on April 27, 2017. Motion carried with Commissioner Schafer abstaining. (Attachment A).

Commissioner Schafer commented that he agreed to the City of Diamondhead's appointment of him to the DWSD Board of Commissioners based upon his fellow Council members commitment to attend DWSD Board meetings. He requested the minutes reflect that members of the City Council have not attended Commission meetings and requests to have members attend meetings have gone unnoticed. He concluded by noting the lack of attendance by Council members at the meeting.

8. Construction Projects.

8.1. WWTP Construction Project. Update in the GM's report.

8.1.A. Motion by Commissioner L'Ecuyer, second by Commissioner Boan to request from MEMA a Waiver for Excess Insurance Coverage for Project Worksheet 11240. Motion carried unanimously. (Attachment B).

8.1.B. Discussion to add Terrorism to the property coverage for the WWTP Control Building, coverage premium \$1,072.50. No action taken.

8.1.C. Motion by Commissioner Nolan, second by Commissioner Malley to approve agreement with Cable One for internet service at the WWTP Control Building in the amount of \$81.70 per month and \$2,500 installation fee and to authorize execution of same. Motion carried 4-1. AYE: Malley, L'Ecuyer, Nolan, and Boan. NAY: Schafer. (Attachment C).

8.1.D. Motion by Commissioner Schafer, second by Commissioner Boan to rescind motion 8.1.E on March 23, 2017 for Control Systems Inc. to relocate SCADA to the new WWTP for \$7,450.00. Motion carried 4-1. AYE: Malley, Schafer, L'Ecuyer, and Nolan. NAY: Boan. (Attachment D).

8.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.
Update on GM's Report.

8.2.A. Motion by Commissioner Nolan, second by Commissioner Schafer to request from MEMA for time extension for Project Worksheets 8429, 11247 and 11280 from December 31, 2017 until December 31, 2018. Motion carried unanimously. (Attachment E).

9. Financial Motions.

9.1. Motion by Commissioner Boan, second by Commissioner Schafer to approve the Docket of Claims. Motion carried unanimously. (Attachment F).

Report by Secretary/ Treasurer - Mr. David Boan.

9.2. Treasurer's Report 04/30/2017. (Attachment G).

9.3. Revenue & Expense Summary Report 04/30/2017. (Attachment H).

10. Old Business. None.

11. New Business / Discussion Item.

11.1. Motion by Commissioner Nolan, second by Commissioner Schafer to approve Toni Wilson, Cheryl Ladner and Lacey Barr to attend the MsRWA & MS Department of Environmental Quality Summer Training Session at the City of Biloxi Civic Center, 578 Howard Avenue, Biloxi, MS, June 6, 2017 at a cost of \$100.00 per registration. Motion carried unanimously. (Attachment I).

11.2. Motion by Commissioner Schafer, second by Commissioner Nolan to approve Jarvis Bracknell, Heath Dubuisson, Jeromy Cuevas and John Cumberland to attend the MsRWA & MS Department of Environmental Quality Summer Training Session at the City of Biloxi Civic Center, 578 Howard Avenue, Biloxi, MS, June 6, 7, & 8, 2017 at a cost of \$175.00 per registration, as work schedules permit per the General Manager's direction. Motion carried unanimously. (Attachment J).

11.3. Motion by Commissioner Malley, second by Commissioner Boan to approve final invoice MP64495 to DNA Underground LLC for work completed on Makiki Sewer Main Tie-In in the amount of \$18,500. Motion carried unanimously. (Attachment K).

11.4. Motion by Commissioner Malley, second by Commissioner Boan to approve annual membership dues to the Hancock County Chamber Of Commerce in the amount of \$510.00 for time period 06/01/2017 to 05/31/2018. Motion carried unanimously. (Attachment L).

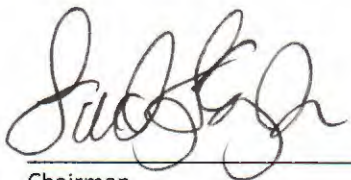
11.5. Motion by Commissioner Nolan, second by Commissioner Schafer to approve proposal from Necaise & Company, PLLC, Certified Public Accounting Firm, for consulting services to assist with preparation of the 2017-2018 Fiscal Budget. Motion carried unanimously. (Attachment M).

11.6. Motion by Commissioner L'Ecuyer, second by Commissioner Malley to rescind Motion 10.1. dated April 27, 2017, to include City brochures in DWSD bills. Motion carried 4-1. AYE: Malley, L'Ecuyer, Schafer, and Boan. NAY: Nolan.

12. Next meeting.

The District will be closed on Monday, May 29, 2017 in observance of Memorial Day. The next meeting of the Board of Commissioners is scheduled for May 25, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

13. Adjournment @ 6:43pm. Motion by Commissioner Schafer, second by Commissioner Boan. Motion carried unanimously.


Chairman



25 MAY 2017
Date

**DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
April 27, 2017 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525**

PRESENT: Chairman Tink L'Ecuier; Vice-Chairman Thomas Schafer; Secretary/Treasurer David Boan; Commissioner David Malley, and Commissioner Dick Nolan.

ABSENT: None.

ALSO PRESENT: District Counsel Tricia Tisdale, Boyce Holleman & Associates; General Manager Nancy Depreo, Seymour Engineering; and Director of Operations Joe Higginbotham.

The presence of a quorum was noted and the meeting was called to order at 6:00 p.m. The public was duly notified in compliance with the District's open meeting policy.

4. **Approve Agenda.** *Motion by Commissioner Schafer, second by Commissioner Nolan to amend agenda to remove Item 8.1.E. Motion carried unanimously.*
5. **Public Comments.** Ernie Knobloch, Councilman-at-Large for the City of Diamondhead, addressed the Board to question why the Diamondhead City Council, as the appointing body to the Diamondhead Board of Commissioners, was not invited to the "Valve Opening Ceremony" for the District's WWTF on 4/24/2017. Mr. Knobloch further detailed his concern that the City's exclusion from the ceremony was politically motivated.
6. **GM's Report.**
 - 6.1. **WWTP Construction Project.**
 1. Overall project completion is at 95% compared to scheduled completion of 91%.
 2. Valves to the WWTP were opened on Monday, April 24, 2017, at that point, the WWTF became active and the 28-day demonstration period began. DWSD Operators, along with support from the Design Team, are currently training and working at the new plant site. The existing plant is now offline and Discharge No. 1 is no longer being utilized.
 - 6.1.A. **Contractor's Progress Report for March.**
 1. Volkert's invoice in the amount of \$109,332.77, appears on the agenda as Agenda Item 8.1.A. Contract is on the agenda.
 2. Linfield, Hunter & Junius invoice in the amount of \$28,975.34 appears on the agenda as Item 8.1.B.
 3. Max Foote Construction Co. Pay Request No. 15 in the amount of \$1,023,754.20 appears on the agenda as Agenda Item 8.1.C.
 4. An agreement with Alarms Plus for Fire alarm monitoring at the WWTP Control Building in the amount of \$20 per month appears on the agenda as Agenda Item 8.1.D. The District currently uses Alarms Plus at the Admin office.
 5. Approval for Max Foote Construction to begin demolition work of the existing WWTP prior to substantial completion of the new WWTP appears on the agenda as Agenda Item 8.1.G.

6. Robert Teem, P.E. of Volkert, Inc. addressed the Board regarding Field Orders 12, 13 and 14.

6.1.B. The next MEMA meeting is scheduled for May 18, 2017 @ 9:00 am.

6.1.C. The next WWTP Monthly Progress Meeting is scheduled for May 8, 2017 @ 1:00 pm.

6.2. Lift Station Repair & Mitigation.

6.2.A. Digital Engineering invoice in the amount of \$25,785.00 appears on the agenda as Agenda Item 8.2.A.

6.2.B. John Stein, PE, of Digital Engineering addressed the Board regarding advertisements for bids of the Lift Station Repair & Mitigation Project will be on May 3rd and 10th in multiple newspapers, MS Bid Agency website, and multiple project plan rooms.

6.3. Miscellaneous Items.

6.3.A. Mississippi State Department of Health officials, *Ralph Hayes, P.E., BCEE, MSDH Community Fluoride Program, and Marsha L. Parker, RDH, Regional Oral Health*, made a presentation regarding Fluoride in the District's water system. (Attachment A).

7. Minutes.

7.1. A. Motion by Commissioner Malley, second by Commissioner Schafer to approve the Minutes for the Regular Meeting held on April 13, 2017. Motion carried unanimously. (Attachment B).

7.1.B. Motion by Commissioner Schafer, second by Commissioner Nolan to approve the Minutes for the Special Meeting held on April 20, 2017. Motion carried unanimously. (Attachment C).

8. Construction Projects.

8.1. WWTP Construction Project. Update in the GM's report.

8.1. A. Motion by Commissioner Schafer, second by Commissioner Nolan to approve Invoice No.18 from Volkert Inc. for special services in the amount of \$109,332.77 for time period March 11, 2017 to April 14, 2017. Motion carried unanimously. (Attachment D).

8.1.B. Motion by Commissioner Boan, second by Commissioner Malley to approve Invoice LHJ23266 (19) from Linfield, Hunter & Junius, Inc. for Project Management Services in the amount of \$28,975.34 for period of March 12, 2017 to April 15, 2017. Motion carried unanimously. (Attachment E).

8.1.C. Motion by Commissioner Boan, second by Commissioner Malley to approve Pay Request No.15 from Max Foote Construction Co. in the amount of \$1,023,754.20 for construction work completed March 15, 2017 to April 20, 2017. Motion carried unanimously. (Attachment F).

8.1.D. Motion by Commissioner Malley, second by Commissioner Schafer to approve agreement with Dictograph / Alarms Plus for monitoring at the Wastewater Treatment Plant in the amount of \$20 per month and authorize to execute same. Motion carried unanimously. (Attachment G).

8.1.F. Motion by Commissioner Schafer, second by Commissioner Nolan to approve Field Order No. 12 for the Wastewater Treatment Plant Project PW11240 and authorize to execute same. Motion carried unanimously. (Attachment H).

8.1.G. Motion by Commissioner Schafer, second by Commissioner Boan to approve Field Order No. 13 for the Wastewater Treatment Plant Project PW11240 with an option to add a 36" passage door to the shed building and authorize to execute same. Motion carried unanimously. (Attachment I).

8.1.H. Motion by Commissioner L'Ecuyer, second by Commissioner Malley to approve Field Order No. 14 for the Wastewater Treatment Plant Project PW11240 and authorize to execute same. Motion carried unanimously. (Attachment J).

8.1.G. Motion by Commissioner Nolan, second by Commissioner Schafer to approve Max Foote Construction Co. to begin demolition work of the existing wastewater treatment plant after proper notification to Mississippi Department of Environmental Quality. Motion carried unanimously.

8.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.
Update on GM's Report.

8.2.A. Motion by Commissioner Nolan, second by Commissioner Malley to approve Pay Request No.8 from Digital Engineering for engineering services in the amount of \$25,785.00 for the period of March 12, 2017 to April 15, 2017. Motion carried unanimously. (Attachment K).

8.2.B. Motion by Commissioner Boan, second by Commissioner Nolan to advertise to bid the 2016 FEMA Lift Station Project PW8429, 11240, 11247, and 11280. Motion carried unanimously. (Attachment L).

9. Financial Motions.

9.1. Motion by Commissioner Boan, second by Commissioner Schafer to approve the Docket of Claims. Motion carried unanimously. (Attachment M).

Unapproved Docket of Claims. (Attachment N)
(Approved by Board Motions on this agenda)

Note: General Manager recused herself from meeting at 6:35pm, prior to Item 10.1.

Note: Commissioner Schafer recused himself from meeting at 6:37pm, prior to Item 10.1.

10. Old Business.

10.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the inclusion of the City of Diamondhead's request for assistance for brochures within the District's monthly bill to customers. Motion carried with Commissioner Schafer absent during voting.

Note: General Manager and Commissioner Schafer returned to the meeting at 6:38pm.

11. New Business / Discussion Item.

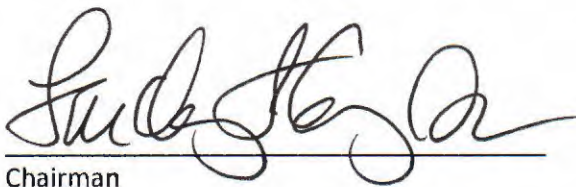
11.1. Discussion Item: MSDH Bureau of Public Water Supply – Fluoride Presentation. See Item 6.

12. Next meeting.

The next meeting of the Board of Commissioners is scheduled for May 11, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

13. Adjournment @ 6:40pm. Motion by Commissioner Boan, second by Commissioner Schafer. Motion carried unanimously.




Chairman

11 May 2017
Date



Water Is Life

May 11, 2017

Mr. Mike Chaney, Commissioner of Insurance
Mississippi Insurance Department
1001 Woolfolk State Office Building
501 North West Street
Jackson, MS 39201

RE: Request for Excess Insurance Waiver
DR-1604-MS Diamondhead Water & Sewer District
FIPS #045-01FE3-00-PW #11240


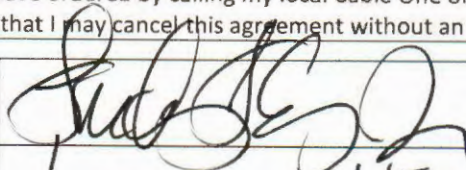
Dear Mr. Chaney,

The District has been working to complete the above referenced project worksheet and are ninety five percent complete with the construction of the Wastewater Treatment Plant. On April 24, 2017, we started sending sewer discharge to the Wastewater Treatment Plant and began the 28 day demonstration period. During this period, District staff is on the construction site training and operating the plant and insurance coverage was placed on the Control Building. FEMA's requirement for flood insurance is \$2,078,147.00 for the Control Building, which is over the National Flood Insurance Program (NFIP) building limit of \$500,000. The District's insurance agent requested quotes for the excess coverage over the limited \$500,000 and the cost associated with excess coverage was quoted near and over \$6,000. The District is not able to pay increased cost associated with the excess coverage due to additional expenses associated with starting up and operating a new wastewater treatment plant and recovering from Hurricane Katrina.

The Control Building is located in an "x" zone per FEMA map/panel number 28045C 0332, dated 10/16/2009 and the top of the bottom floor elevation is 23.4, please see attached elevation certificate. The District is requesting that due to the financial hardship and the current flood zone that the excess coverage be waived for the Control Building. The District greatly appreciates your consideration for this request.

Thank you,

Mr. Dick Nolan
Applicant Agent, Diamondhead Water and Sewer District

		Business Services Agreement	
		Date: 05/10/2017	
Cable One Business Account Rep:	Roger McCarley	Cable One System Address:	
Phone Number:	(228) 861-0605	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information:		Authorized Customer Representative	
Company Name:	Diamondhead Water and Sewer District	Full Name:	Toni F. Wilson
Street Address:	4475 Park Ten Drive	Billing Telephone:	(888) 255-5813 x. 224
City/State/ZIP:	Pass Christian, MS 39525	Fax:	(228) 255-5840
Billing Address:	4475 Park Ten Drive	Contact Number:	(888) 255-5813 x. 224
City/State/ZIP:	Diamondhead, MS 39525	Email Address:	twilson@dwsd.us
Cable One Account #:			
Taxes and Fees Not Included			
Service Description			Quantity
D3 Suite (50Mbps x 5Mbps)			1
1 Static IP			1
Installation			1
Installation Charge (may include construction):			\$2500.00
Term:			3 Year
Total:			\$81.70
Telephone Line Details			
Business Name Listed As:			
Description	Type	Telephone #	Voicemail
Equipment Charges			
Description	Quantity	Unit Price	Total Fee
D3 Modem Rental	1	\$8.00	\$8.00
Special Conditions			
Customer acknowledges that Cable One will incur significant construction costs processing this service order. Customer agrees to reimburse Cable One for all of its construction costs if Customer terminates service before the end of the contract term. The customer has agreed to pay a portion of the charges, totaling \$2500.00. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Cable One for its construction costs, that are estimated at \$629.45, incurred up to the date of cancellation.			
Agreement			
THE SERVICE CHARGES AND EQUIPMENT FEES TOTAL \$81.70 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES AS REQUIRED OR AUTHORIZED BY LAW.			
By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Cable One office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.			
Customer Authorized Signature			
Print	LINDSAY L'ECUYER JR		
Date	11 MAY 2017		

TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Cable One's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Cable One shall not be binding on Cable One. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Cable One determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Cable One's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Cable One.

In addition to the general requirement that use of the Internet service be in compliance with law and Cable One's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited.

Cable One will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Cable One's tolerance limits for Customer's type of business, Cable One will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Cable One for its subscription to and use of the Service(s) and for any

applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Cable One. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Cable One within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Cable One of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Cable One.

Installation and Maintenance of Equipment. Customer, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Cable One to install, deliver, operate and maintain the Cable One-owned equipment and Service(s). Cable One-owned equipment provided to Customer hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Customer notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Cable One will have no obligation to install, support, maintain, repair or replace any equipment that is not Cable One Equipment. Cable One shall retain ownership of all Cable One equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment.

Emergency 9-1-1 Services. Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Cable One's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Cable One authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. Customer shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Internet Service. Cable One bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the

copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Cable One customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES

Subject to applicable law, Cable One has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Cable One video services are not included in our term length discounts. As market conditions change, Cable One reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Cable One is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability. CABLE ONE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO CABLE ONE'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Cable One may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Cable One's website at www.cableone.net.

Based on its provision of Phone services, Cable One develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Cable One has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

Name:

Lindsay L'Ecuier Jr.

Company: Diamondhead Water and Sewer District

Date:

5-11-2017



CABLE ONE BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Cable One shall provide the high speed Internet service ("Data Service") indicated by Subscriber on the work order to the locations set forth in Appendix A (Premises) and fully described therein.

SECTION 2: ENGINEERING REVIEW

Activation of Data Service is subject to Cable One's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Cable One determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Cable One's refund policies.

SECTION 3: INSTALLATION & MAINTENANCE OF CABLE ONE EQUIPMENT

Subscriber hereby grants to Cable One (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Cable One, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Cable One to use existing pathways into and in each Building. Cable One-owned equipment provided to Subscriber hereunder shall be maintained by Cable One in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Cable One, **in a timely manner**, when repair or maintenance is necessary. Except for Cable One's maintenance obligations as set forth herein, Subscriber shall indemnify Cable One and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment. Subscriber shall provide Cable One with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Cable One shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Cable One-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Cable One-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Cable One of its move. Cable One will relocate the Cable One-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Cable One all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Cable One with reasonable access to such Premises for purpose of removing any Cable One-owned equipment. Cable One shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Cable One's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;

- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
- (c) collect a listing or directory of Cable One subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
- (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Cable One that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
- (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Cable One's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
- (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Cable One, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
- (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Cable One may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Cable One reserves the right to charge Subscriber for any direct or indirect costs incurred by Cable One or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: CONTENT ACCESSED AND PURCHASES MADE THROUGH CABLE ONE

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Cable One does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Cable One shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 6: COPYRIGHTED MATERIALS

Subscriber shall hold Cable One harmless for any improper use of copyrighted materials accessed through Cable One's Data Service. Cable One bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Cable One receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Cable One will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Cable One will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Cable One also will take such other action as appropriate under the circumstances to preserve its rights.

SECTION 7: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Cable One uses resources that are shared with many other subscribers. Moreover, Cable One provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Cable One also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and will hold Cable One harmless from any problems, costs, expenses and damages that result. Cable One will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 8: RIGHT TO MONITOR AND DISCLOSE CONTENT

Cable One has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Cable One has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Cable One, (b) protect and defend the rights or property of Cable One, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Cable One's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 9: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Cable One about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 10: SUBSCRIBER PRIVACY

Cable One is committed to protecting the privacy of Subscriber's personal information. Cable One's privacy policy regarding the collection, use and disclosure of personal information is posted on Cable One's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 11: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Cable One, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Cable One's written consent shall be void and shall, at the Cable One's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Cable One all Cable One-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Cable One otherwise agrees in writing. This Agreement shall be fully assignable by Cable One. Subject to the foregoing, this Agreement shall be binding upon and shall inure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 12: TERMINATION BY CABLE ONE

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Cable One, or if Subscriber becomes insolvent or bankrupt, Cable One, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Cable One-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Cable One for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Cable One's exercise of its rights under this Agreement.

Cable One may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Cable One is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Cable One may terminate this Agreement.

SECTION 13: TERMINATION BY SUBSCRIBER

If Cable One fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Cable One becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Cable One shall remove all Cable One-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Cable One breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term.

SECTION 14: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

- (a) CABLE ONE'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. CABLE ONE DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, CABLE ONE DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.
- (b) CABLE ONE'S LIABILITY FOR MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OUTAGES, OR DEFECTS IN TRANSMISSION OR SWITCHING OF ANY SERVICE (INDIVIDUALLY OR COLLECTIVELY), EXCLUDING ANY INSTANCE CAUSED BY FORCE MAJEURE EVENTS OR SUBSCRIBER ACTIONS, OMISSION OR EQUIPMENT, SHALL BE LIMITED SOLELY TO A CREDIT OF 1/30TH OF THE MONTHLY RECURRING CHARGE, FOR THE AFFECTED PORTION OF THE SERVICE, FOR ONE OR MORE INSTANCES OF AT LEAST FOUR (4) HOURS IN DURATION IN ANY 24-HOUR PERIOD THAT IS NOT COINCIDENT WITH ANY OTHER INSTANCE, PROVIDED THAT THE INSTANCE IS REPORTED BY SUBSCRIBER WITHIN 24 HOURS.

SECTION 15: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, CABLE ONE SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CABLE ONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO CABLE ONE'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 16: INDEMNIFICATION

To the extent allowed by Mississippi law,

Subscriber shall indemnify, defend, and hold Cable One, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Cable One Data Service. Cable One will notify Subscriber within a reasonable period of time about any claim for which Cable One seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Cable One's interests, as reasonably determined by Cable One. This Section shall survive termination of this Agreement.

SECTION 17: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through

proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.
- (c) Each Party agrees that violation of this section 17 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 18: MISCELLANEOUS:

- a. This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in ~~Maricopa County, AZ~~ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Cable One-owned equipment. *Mississippi*
- b. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties. *Hancock County, Mississippi*
- c. The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- d. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

As indicated by the signature below, party agrees to and accept the terms of this Agreement as of the day and year stated above.

<u>SUBSCRIBER:</u>	
By:	<i>[Signature]</i>
Printed Name:	<i>Lindsay L'Ecuyer Jr.</i>
Title:	<i>Chairman</i>
Address:	<i>4475 Park Ten Drive Diamondhead, MS 39525</i>
Phone:	<i>(228) 855-5813</i>

**DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
March 23, 2017 – 6:00 p.m. (Central Time)
City Hall, Diamondhead, MS 39525**

PRESENT: Chairman Tink L'Ecuyer; Vice-Chairman Thomas Schafer; Secretary/Treasurer David Boan; and Commissioner Dick Nolan.

ABSENT: Commissioner David Malley.

ALSO PRESENT: District Counsel Tricia Tisdale, Boyce Holleman & Associates; General Manager Nancy Depreo, Seymour Engineering; and Comptroller, Toni Wilson.

The presence of a quorum was noted and the meeting was called to order at 6:00 p.m. The public was duly notified in compliance with the District's open meeting policy.

4. **Approve Agenda.** *Motion by Commissioner Nolan, second by Commissioner Schafer to approve the agenda. Motion carried unanimously.*
5. **Public Comments.** None.
6. **GM's Report.**
 - 6.1. **WWTP Construction Project.**
 1. Overall project completion is at 92% compared to scheduled completion of 89%.
 2. Checkout, Startup and Training for the facility is underway.
 3. Tentative date for transfer of sewer to the new WWTF is scheduled for April 17, 2017. The 28-day Demonstration Period will commence upon transfer.
 - 6.1.A. Contractor's Progress Report for February.
 1. Volkert invoice in the amount of \$48,657.50.
 2. Linfield, Hunter & Junius invoice in the amount of \$16,913.00 as well as an amendment to the LHJ contract.
 3. Max Foote Construction Co. Pay Request No. 14 in the amount of \$230,558.14.
 4. Approval of the transfer of all existing SCADA equipment from the administration office to the WWTF control building for lift stations and water wells.
 - 6.1.B. The next MEMA meeting is scheduled for April 20, 2017 @ 9:00 am.
 - 6.1.C. The next WWTP Monthly Progress Meeting is scheduled for April 4, 2017 @ 1:00 pm.
 - 6.2. **Lift Station Repair & Mitigation.**
 - 6.2.A. MEMA has completed its review of the 100% Construction Plans. The District will have final review comments to Digital Engineering by Monday, March 27, 2017 at 4:30 pm.
 - 6.2.B. Digital Engineering invoice in the amount of \$28,140.00.
 - 6.3. **Miscellaneous Items.**
 - 6.3.A. Agenda Item 11.1. is a motion to approve MSDH required Board training for Mr. Boan.

- 6.3.B. Agenda Item 11.2. is a list of projects to be submitted on the Restore portal for funding.
- 6.3.C. Agenda Item 11.3. is for the selection of a construction company to complete the sewer improvement work for the Makiki Drive Sewer Main Tie-In.
- 6.3.D. Agenda Item 11.4. is a discussion regarding telephone service for the administration office.

7. Minutes.

7.1. A. Motion by Commissioner Boan, second by Commissioner Nolan to approve the Minutes for the Regular Meeting held on February 23, 2017. Motion carried unanimously. (Attachment A).

8. Construction Projects.

8.1.WWTP Construction Project. Update in the GM's report.

8.1. A. Motion by Commissioner Nolan, second by Commissioner Boan to approve Invoice No.17 from Volkert Inc. for Special Services in the amount of \$48,657.50 for the time period of February 11, 2017 to March 10, 2017. Motion carried unanimously. (Attachment B).

8.1.B. Motion by Commissioner Nolan, second by Commissioner L'Ecuyer to approve Invoice LHJ23212 (18) from Linfield, Hunter & Junius, Inc. for Project Management Services in the amount of \$16,913.00 for the time period of February 12, 2017 to March 11, 2017. Motion carried unanimously. (Attachment C).

8.1.C. Motion by Commissioner Nolan, second by Commissioner Schafer to approve Pay Request No.14 from Max Foote Construction Co. in the amount of \$230,558.14 for construction work completed for the time period of February 17, 2017 to March 14, 2017. Motion carried unanimously. (Attachment D).

8.1.D. Motion by Commissioner Schafer, second by Commissioner Nolan to approve Amendment No. 1 to the agreement for Professional Services between Diamondhead Water and Sewer District and Linfield, Hunter & Junius, Inc. to increase the duration time of the Agreement with all other terms and conditions remaining unchanged and to authorize the Chairman to execute the same. Motion carried unanimously. (Attachment E).

8.1.E. Motion by Commissioner Nolan, second by Commissioner Boan to approve the lowest quote from Control Systems Inc. in the amount of \$7,450.00 to relocate the existing SCADA Master Radio Cabinet, Servers and two (2) existing iFix Workstations from the District's Administration Office to the new WWTF Control Building. Motion carried unanimously. (Attachment F).

8.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.
Update on GM's Report.

8.2.A. Motion by Commissioner Boan, second by Commissioner Nolan to approve Pay Request No.7 from Digital Engineering for Engineering Services in the amount of

\$28,140.00 for the time period of February 12, 2017 to March 11, 2017. Motion carried unanimously. (Attachment G).

9. Financial Motions.

9.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the Docket of Claims. Motion carried unanimously. (Attachment H).

Unapproved Docket of Claims. (Attachment I).

(Approved by Board Motions on this agenda)

10. Old Business. None.

11. New Business / Discussion Item.

11.1. Motion by Commissioner Schafer, second by Commissioner L'Ecuyer to approve Commissioner Boan attendance at the Mississippi Rural Water Association 2017 Board Member Management Training as required by Mississippi State Department of Health on June 6, 2017 in Biloxi in the amount of \$100.00. Motion carried with Commissioner Boan abstaining from the vote. (Attachment J).

11.2. Motion by Commissioner Schafer, second by Commissioner L'Ecuyer to authorize the General Manager to submit the following projects onto the Mississippi Restore Project Portal. Motion carried unanimously. (Attachment K).

- A. Sewer Manhole Inserts Project;
- B. Sewer Infrastructure Rehab Project/CCTV Software;
- C. Master Sewer System Study; and
- D. Radio Read Meter Replacement Project.

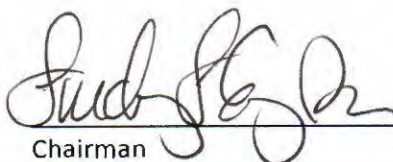
11.3. Motion by Commissioner Nolan, second by Commissioner Boan to approve the lowest quote from DNA Underground in the amount of \$18,500 for the Makiki Drive Sewer Main Tie In. Motion carried unanimously. (Attachment L).

11.4. Discussion / Possible Action Item – Telephone Service. Discussion of telephone service options available. Commissioners requested more information. No action taken.

12. Next meeting.

The next meeting of the Board of Commissioners is scheduled for April 13, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

13. Adjournment @ 6:59pm. Motion by Commissioner Boan, second by Commissioner Schafer. Motion carried unanimously.


Chairman



13 APR 17
Date



Water Is Life

May 11, 2017

Mr. Lee W. Smithson, Executive Director
Mississippi Emergency Management Agency
1 MEMA Drive
Pearl, MS 39208

RE: Request for Extension of Time
DR-1604-MS Diamondhead Water & Sewer District
FIPS #045-01FE3-00-PW #8429 Lift Station with Major Repair

Dear Mr. Smithson,

As an eligible applicant we have been working to complete various Category C-G Projects necessitated by Hurricane Katrina. However, due to circumstances beyond our control, we have not yet been able to complete some of these projects, including the PW noted above. By this means, we wish to point out some of the delays encountered and request an extension of time within which to complete the project.

By letter received August 2, 2016, FEMA granted the District's extension request to December 31, 2017. A copy of that letter is enclosed for your ready reference. We summarize below the most recent circumstances that have delayed our progress and also attach a detailed List of Events. Please accept this information in support of additional extension through December 31, 2018.

The District filed a Civil Action Claim in the United States District Court, Southern District of Mississippi, Southern Division against CDM Smith, Inc. on August 25, 2014 listing over sixty claims. Listed among these claims were: Engineer's probable construction estimate for the lift station project was \$3.4 million and the lowest bid received was \$5.6 million, Engineer's probable construction estimate for the Wastewater treatment plant was \$24.7 million and the lowest bid was \$37 million. These drastic differences grossly exceeded the FEMA funding for these projects and all bids had to be rejected. The District was engaged in this lawsuit and counterclaim by CDM, Smith Inc. for over a year. Both parties agreed and signed the Settlement Agreement Release on September 23, 2015. After the settlement, the District was able to resume the efforts on completing the lift station project worksheets.

Since the settlement, the District has been reviewing the sets of constructions plans that were produced by CDM Smith, Inc. and we are producing a marked up set that will be beneficial to the new design firm that the District will be hiring. The District's

Board of Commissioners made a motion to request a Statement of Qualifications from engineering firms to redesign the Lift Station Project and it will be advertised in May 2016.

In addition to working on marking up the plans, the District is working on gathering Autocad files from firms that assisted with the CDM Smith, Inc. design. As part of the settlement, the District did not receive any AutoCad files from CDM, Smith Inc. The settlement stated that the District was only to receive PDF files that were not editable. The surveys and environmental work completed in Autocad would be a great asset to the new design team and would reduce cost for the District. The District is currently working on receiving these files to be utilized by the new design team.

The District worked with the City of Diamondhead's flood plain manager to address concerns for design standards for the 500 year flood elevation. The District received a favorable response from the City's flood plain manager and we are ready to begin designing the construction plans as directed by the City's response..

The District made a request to MEMA to move lift station 5 from PW6425 to Lift station PW8429 in order to allow the PW6425 to be closed out and allow lift station 5 to be included in the bid documents for the lift stations in PW 8429 reducing cost in both the design and construction phase. The District was granted this requested on June 3, 2015.

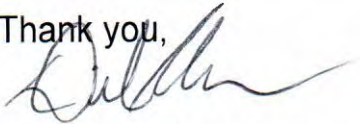
The District has been working diligently on PW11240, the new wastewater treatment plant a priority to the District with a focus on getting the plans completed, bidding and awarding the contract. As of January 4, 2016, the day the notice to proceed was issued we are under construction and the project is currently on schedule. The effort now is to initiate a single contract for the completion of the projects under PW 8429, 11247 and 11280.

The District advertised for professional engineering and special services for a single contract for PW 8429, 11247 and 11280 on May 28, 2016 and selected Digital Engineering on July 28, 2016. Digital Engineering submitted 50% construction plans and specifications for review in November 2016, 75% review in February 2017 and 100% plan review in March 2017. The District advertised to bid the project on April 27, 2017 and bids will be opened on June 8, 2017. The District plans to award the bid on June 22, 2017 and issue the notice to proceed on August 24, 2017. The contract time for this project is 365 calendar days with the completion date anticipated to be August 2018.

May 9, 2017
MEMA
Re: FIPS #045-01FE3-00-PW #8429
Page 3 of 11

The District is requesting an extension of time from the current completion date of December 31, 2017 until **December 31, 2018**. The District greatly appreciates your consideration for this request and ensures that every effort will be made to complete this project worksheet by the requested time.

Thank you,

A handwritten signature in black ink, appearing to read "Dick Nolan", written over the "Thank you," text.

Mr. Dick Nolan
Applicant Agent, Diamondhead Water and Sewer District



Water Is Life

May 11, 2017

Mr. Lee W. Smithson, Executive Director
Mississippi Emergency Management Agency
1 MEMA Drive
Pearl, MS 39208

Subject: **Request for Extension of Time**
 DR-1604-MS – Diamondhead Water & Sewer District
 FIPS #045-01FE3-00-PW #11247 – Lift Stations #26A and #30A - Alternate

Dear Mr. Smithson:

As an eligible applicant we have been working to complete various Category C-G Projects necessitated by Hurricane Katrina. However, due to circumstances beyond our control, we have not yet been able to complete some of these projects, including the PW noted above and its related Lift Station projects under PWs #8429 and #11280. By this means, we wish to point out some of the delays encountered and request an extension of time within which to complete the project.

By letter received August 2, 2016, FEMA granted the District's extension request to December 31, 2017. A copy of that letter is enclosed for your ready reference.

February 2011:

Prior to February, 2011, the scope of work in connection with the two Lift Stations under this PW was part of the scope of work under PW 8429. The history of activity and background detail on the Lift Station Project under PW 8429 is fully detailed in the Request for Extension submitted contemporaneously for PW 8429.

The damage to lift stations 26A and 30A was previously slated to be repaired under PW #8429 V1. PW #8429 V2 issued February 17, 2011, de-obligated the funding for those repairs and moved the scope and costs for damages to LS 26A & 30A to this PW so that an Alternate Project could be pursued, as the District determined it was not in the best interest of the public to either replace or repair these two wastewater lift stations.

On February 24, 2011, the District received PW #11247 V0 for the repair of LS #26A & #30A.

March, 2011 - February, 2012:

On March 25, 2011, the District appealed PW 8429-V2, seeking replacement of additional lift stations which had been slated for repair. The arbitration was filed with the Civilian Board of Appeals to CBCA #2360-FEMA. Since this PW was created as a result of the de-obligation contained in PW 8429-V2, the pursuit of an alternate project and the design thereof was put

May 9, 2017

MEMA

Re: FIPS #045-01FE3-00-PW #11247 – Lift Stations #26A & #30A

Page 2 of 5

on hold pending the outcome of the arbitration proceedings. On October 3, 2011, the Civilian Board of Contract Appeals issued a decision denying the District's request for the replacement rather than repair of four of the lift stations.

At the time of the Appeal Board's Decision, the District was in the process of selecting, qualifying and contracting with a new engineering design firm for its projects. On February 2, 2012, the District entered into a contract with CDM Smith Engineers for professional design services, replacing the District's prior engineering firm Carollo Engineers.

June - November, 2012:

On June 27, 2012, the District submitted a Request for Alternate Project to use this PW's funding to replace Lift Station #13 rather than repair LS 26a and 30a. The Request was returned by MEMA for clarification and revision, and was subsequently resubmitted to MEMA on July 18, 2012.

On September 24, 2012, we were notified by MEMA that FEMA had approved our Alternate Project Request, and on September 28, 2012, the District met with representatives from MEMA and FEMA and signed PW 11247 Version #1, allowing the funds under this PW to be used toward replacement of District Lift Station #13.

On November 6, 2012, that Deputy Environmental Liaison Officer Paul Drummand had reviewed the proposed alternate project and issued a Memorandum concluding that an Environmental Assessment was required before we could proceed.

December, 2012 – March, 2013:

CDM Smith conducted design capacity studies and hydraulic modeling to address issues on the replacement of Lift Station #13 as well as five other stations not related to any FEMA PWs. These efforts were completed in February of 2013.

CDM Smith, on behalf of the District, engaged FTN Associates, Environmental Consultants, to conduct and prepare an Environmental Assessment of the Lift Station #13 site, who conducted the EA through March, 2013.

April – May, 2013:

On April 30, 2013, FEMA signed the FONSI for the Environmental Assessment for the proposed site for Lift Station #13.

On May 8, 2013, the District received PW #11247 V1 making the PW an Alternate Project for the replacement of Lift Station #13, rather than the repairs to LS #26A and #30A, which stations were being abandoned by the District.

June, 2013 - July, 2014:

The plans and specs for the replacement of Lift Station #13 were to be assigned to CDM Smith Engineers, the District engineers at the time. CDM was also designing and/or

May 9, 2017

MEMA

Re: FIPS #045-01FE3-00-PW #11247 – Lift Stations #26A & #30A

Page 3 of 5

managing several of the Districts other pending FEMA projects, namely the Lift Station Replacement Project (PW #6425), the Lift Station Repair & Mitigation Project (including LS #5 from PW #6425, the full scope under PW 8429, and the scope under PW 11280) and the Wastewater Treatment Plant Relocation Project and Its Related Facilities (PW 11240). However, as CDM's delivery of the designs on those projects fell far behind and then all of the bids on those projects failed as all bids were grossly in excess of CDM's estimates for their designed projects. (For the details of surrounding the bids for these projects, please refer to the Extension Request Letters for PW #8429, PW #6425, PW #11280, and PW #11240); the District decided not to pursue design of Lift Station #13 to CDM Smith.

August, 2014 – September 2015

The District filed a Civil Action Claim in the United States District Court, Southern District of Mississippi, Southern Division against CDM Smith, Inc. on August 25, 2014 listing over sixty claims. Listed among these claims were: Engineer's probable construction estimate for the lift station project was \$3.4 million and the lowest bid received was \$5.6 million, Engineer's probable construction estimate for the Wastewater treatment plant was \$24.7 million and the lowest bid was \$37 million. These drastic differences grossly exceeded the FEMA funding for these projects and all bids had to be rejected. The District was engaged in this lawsuit and counterclaim by CDM, Smith Inc. for over a year. Both parties agreed and signed the Settlement Agreement Release on September 23, 2015.

Since the settlement, the District has been reviewing the sets of constructions plans that were produced by CDM Smith, Inc. and we are producing a marked up set that will be beneficial to the new design firm that the District will be hiring. The District's Board of Commissioners made a motion to request a Statement of Qualifications from engineering firms to redesign the Lift Station Project and it will be advertised in May 2016.

In addition to working on marking up the plans, the District is working on gathering Autocad files from firms that assisted with the CDM Smith, Inc. design. As part of the settlement, the District did not receive any AutoCad files from CDM, Smith Inc. The settlement stated that the District was only to receive PDF files that were not editable. The surveys and environmental work completed in Autocad would be a great asset to the new design team and would reduce cost for the District. The District is currently working on receiving these files to be utilized by the new design team.

The District made a request to MEMA to move lift station 5 from PW6425 to Lift station PW8429 in order to allow the PW6425 to be closed out and allow lift station 5 to be included in the bid documents for the lift stations in PW 8429 reducing cost in both the design and construction phase. The District was granted this requested on June 3, 2015.

May 9, 2017

MEMA

Re: FIPS #045-01FE3-00-PW #11247 – Lift Stations #26A & #30A

Page 4 of 5

The District worked with the City of Diamondhead's Flood Plain Manager to determine if the tops of the wet wells and valve boxes were required to be elevated to be in compliance with the City's Flood Damage Prevention Ordinance 2012-006 approved May, 2012. It was determined on July 28, 2015 that the Flood Damage Prevention Ordinance 2012-006 did not require the tops of the wet wells and valve boxes to be elevated.

October 2015 to July 2016:

The General Manager has been authorized by the Board of Commissioners to advertise for professional services. The advertisement was in May 2016.

The District has been working diligently on PW11240, the new wastewater treatment plant a priority to the District with a focus on getting the plans completed, bidding and awarding the contract. As of January 4, 2016, the day the notice to proceed was issued we are under construction and the project is currently on schedule. The effort now is to initiate a single contract for the completion of the projects under PW 8429, 11247 and 11280.

July 2016 to Present:

The District advertised for professional engineering and special services for a single contract for PW 8429, 11247 and 11280 on May 28, 2016. Digital Engineering was selected on July 28, 2016.

Digital Engineering submitted 50% construction plans and specifications for review in November 2016, 75% review in February 2017 and 100% plan review in March 2017.

The District advertised to bid the project on April 27, 2017 and bids will be opened on June 8, 2017. The District plans to award the bid on June 22, 2017 and issue the notice to proceed on August 24, 2017.

The contract time for this project is 365 calendar days with the completion date anticipated to be August 2018.

Conclusion:

The duration of the actual construction phase for entire project (being the entire the scope under PW 8429 and PW 11247 is estimated to be 365 days from the notice to proceed. The District plans to award the contract in June 2017 with completion in August 2018.

May 9, 2017

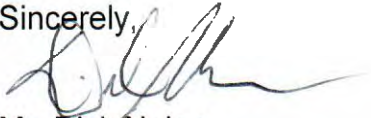
MEMA

Re: FIPS #045-01FE3-00-PW #11247 – Lift Stations #26A & #30A

Page 5 of 5

The PW currently carries an extended project completion date of December 31, 2017. In view of the foregoing, this letter serves as our official request for an additional extension of this Project under PW #11280 to **December 31, 2018.**

Sincerely,

A handwritten signature in black ink, appearing to read "Dick Nolan", with a long horizontal flourish extending to the right.

Mr. Dick Nolan

Applicant Agent

Diamondhead Water and Sewer District



Water Is Life

May 11, 2017

Mr. Lee W. Smithson, Executive Director
Mississippi Emergency Management Agency
1 MEMA Drive
Pearl, MS 39208

Subject: **Request for Extension of Time**
DR-1604-MS – Diamondhead Water & Sewer District
FIPS #045-01FE3-00-PW #11280 – Lift Stations #1 and #27

Dear Mr. Smithson,

As an eligible applicant we have been working to complete various Category C-G Projects necessitated by Hurricane Katrina. However, due to circumstances beyond our control, we have not yet been able to complete some of these projects, including the PW noted above and its related Lift Station projects under PWs #8429 and #11247. By this means, we wish to point out some of the delays encountered and request an extension of time within which to complete the project.

By letter of August 2, 2016, FEMA granted the District's extension request to December 31, 2016. A copy of that letter is enclosed for your ready reference.

July 2012:

Prior to July, 2012, the scope of work in connection with the two Lift Stations under this PW was part of the scope of work under PW 8429. The history of activity and background detail on the Lift Station Project under PWs 8429 is fully detailed in the Request for Extension submitted contemporaneously herewith for PW 8429.

On July 2, 2012, the District requested that LS #1 and #27 be removed from PW 8429 as the engineers had determined that it was in the best interest of the District and the citizens of Diamondhead to replace rather than raise and repair these two stations. Accordingly, the District requested the scope of work for LS #1 and #27 and all associated costs including HMP and engineering be moved to a new PW so that the District could then request an Improved Project to replace those two stations rather than repair them.

September, 2012 - March, 2013:

On September 28, 2012, the District received PW #8429-V3 which removed all funding and scope of work for Lift Stations #1 and #27, pending the issuance of the new PW to address the repairs associated with those stations.

May 11, 2017

MEMA

Re: FIPS #045-01FE3-00-PW #11280 – Lift Stations #1 & #27

Page 2 of 5

On October 16, 2012, the District received the newly obligated PW 11280 for the repair of Lift Stations #1 and #27, and the District immediately submitted its request for an Improved Project. On December 19, 2012, the District received PW 11280-V1 revising the scope of work to reflect an Improved Project for the replacement of the two stations rather than repair.

At about the same time (October 2012), we were informed that the National Geodetic Survey released the GEOID12A model, correcting their original survey data used in GEOID12, which original data was used by our engineers in designing and setting the elevations on all of the lift stations in all of these projects so as to meet the 500-Year Flood Elevations as required by the PW's. As a result of these "corrections," the plans for the lift stations under this PW, as well as all of the Lift Stations under PW 6425 and PW 8429 had to be adjusted to incorporate the elevation changes.

Elevation adjustments first had to be made to the plans and specs for the lift stations covered under PW #6425 as the bulk of that work was already under contract for construction by Max Foote. Subsequently, in March of 2013, COM Smith engaged Gulf States Engineering to perform the surveying work on the remaining lift stations to include the GEOD12A Elevation Certificates.

April. 2013:

The District secured easements and rights-of-entry for Lift Station #27 from the adjacent landowners .

July - December. 2013:

In July of 2013, the proposed plans and specs for the Lift Station Repair and Mitigation Project were submitted to Mississippi Department of Environmental Quality (MDEQ). That project included the replacement of Lift Stations #1 and #27 under this PW, as well as Lift Station #5 under PW 6425 and all of the Lift Stations slated for repair under PW 8429. On August 13, 2013, MDEQ issued their approval of the same.

The final plans and bid package for the Lift Station Repair and Mitigation were delivered to the District on or about November 7, 2013, by COM Smith, and the District proceeded to immediately seek bids for the project. On November 16, 2013, the first advertisement inviting bids appeared in the newspaper. The plans were also made available in six plan rooms, as well as the Mississippi Procurement Agency Bid Bank. The bids were initially set to close on January 8, 2014, but the need for several addenda required changing the bid date to January 15, 2014. A pre-bid conference was held December 4, 2013, with representatives from six (6) contractors attending.

May 11, 2017

MEMA

Re: FIPS #045-01FE3-00-PW #11280 – Lift Stations #1 & #27

Page 3 of 5

January, 2014:

A number of contractors purchased plans; however, when the bids were publicly opened on January 15, 2014, only two of those contractors actually submitted bids, both of which were grossly in excess of both the engineers' estimate for the project (\$3.4M) and the District's budget for the same. The two bids received for the construction of the "Lift Station Repair and Mitigation Project" (the scope of which covered PWs #8429, #11280 and the replacement of Lift Station #5 under PW 6425) were \$5,642,000 (Wharton-Smith) and \$6,897,000 (Cajun Constructors), respectively.

On January 27, 2014, both contractors were notified that the District was rejecting all bids on the basis that they were all in excess of the District's budget to complete the work.

April, 2014:

The District retained the services of Garver Engineering, as an independent consultant to review the bids and the engineer's plans/specs for the "Lift Station Repair and Mitigation Project" (the scope of which covers PWs #11280, #8429 and the replacement of Lift Station #5 under PW 6425) to determine the reason for the gross discrepancy between COM Smith's cost estimate for the project and the actual bids, and to determine what changes, if any, would need to be made before the project could be re-bid.

July, 2014:

On July 9, 2014, Garver Engineering concluded that the two bids received in January for the Lift Station Repair & Mitigation Project (PW 8429, PW 11280 and Lift Station #5 under PW 6425) were both significantly higher in value than both CDM's estimate and Garver's OPCC. Their analysis identified that the actual bids were overpriced and did not reflect what is believed to be the true cost of the scope of work on the pump stations.

August, 2014- September 2015

The District filed a Civil Action Claim in the United States District Court, Southern District of Mississippi, Southern Division against COM Smith, Inc. on August 25, 2014 listing over sixty claims. Listed among these claims were: Engineer's probable construction estimate for the lift station project was \$3.4 million and the lowest bid received was \$5.6 million, Engineer's probable construction estimate for the Wastewater treatment plant was \$24.7 million and the lowest bid was \$37 million. These drastic differences grossly exceeded the FEMA funding for these projects and all bids had to be rejected. The District was engaged in this lawsuit and counterclaim by COM, Smith Inc. for over a year. Both parties agreed and signed the Settlement Agreement Release on September 23, 2015.

Since the settlement, the District has been reviewing the sets of constructions plans

May 11, 2017

MEMA

Re: FIPS #045-01FE3-00-PW #11280 – Lift Stations #1 & #27

Page 4 of 5

that were produced by COM Smith, Inc. and we are producing a marked up set that will be beneficial to the new design firm that the District will be hiring. The District's Board of Commissioners made a motion to request a Statement of Qualifications from engineering firms to redesign the Lift Station Project and it will be advertised in May 2016.

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May 11, 2017

MEMA

Re: FIPS #045-01FE3-00-PW #11280 – Lift Stations #1 & #27

Page 5 of 5

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The PW currently carries an extended project completion date of December 31, 2017. In view of the foregoing, this letter serves as our official request for an additional extension of this Project under PW #11280 to **December 31, 2018**.

Sincerely,



Mr. Dick Nolan
DWSD Applicant Agent

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-0848	ALL SEASONS FARM EQUIPMEN	241145	PARTS FOR LAWN EQUIP DECK DRIVE BELT WEED EATER STRING	I 12867 201-00-00.537350 201-00-00.537350	4/21/2017 83.74 65.49	149.23
01-0640	ATT	241146	NEW WWTP PHONES/2285866846 NEW WWTP PHONES/2285866846 NEW WWTP PHONES/2285866846	I 201705035166 201-00-00.537300 202-00-00.537300	4/25/2017 66.56 133.11	199.67
01-0727	BAILEY LUMBER BAY ST LOUI	241147	60# CONCRETE MIX 60# CONCRETE MIX 60# CONCRETE MIX	I 30366918 201-00-00.523500 202-00-00.523500	4/25/2017 53.77 104.71	158.48
01-0024	BREAUX SERVICES INC	241148	25yds SLUDGE REMOVAL(NEW WWTP) 25yds SLUDGE REMVL(NEW WWTP)	I 23860 202-00-00.537300	4/27/2017 341.75	341.75
01-0354	BUTCH OUSTALET INC	241149	2017 FORD F250 XCAB TRUCK 2017 FORD F250 XCAB TRUCK 2017 FORD F250 XCAB TRUCK	I 77739 201-00-00.564001 202-00-00.564001	5/03/2017 7,761.34 15,522.66	23,284.00
01-0034	C SPIRE WIRELESS	241150	CELL PHONES - APRIL,2017 CELL PHONES - APRIL,2017 CELL PHONES - APRIL,2017	I 201705025162 201-00-00.537300 202-00-00.537300	4/30/2017 114.86 229.72	344.58
01-1065	CABLE ONE OAK PARK	241151	INTERNET @ OAK PARK INTERNET @ OAK PARK INTERNET @ OAK PARK	I 201704275154 201-00-00.537300 202-00-00.537300	4/27/2017 28.15 56.30	84.45
01-0028	CABLE ONE PARK TEN	241152	INTERNET @ PARK TEN INTERNET @ PARK TEN INTERNET @ PARK TEN	I 201704275155 201-00-00.537300 202-00-00.537300	4/27/2017 28.15 56.30	84.45
01-0914	CINTAS CORPORATION 240	241153	EMP UNIFORM CLEANG 4/27/17 EMP UNIFORM CLEANG 4/27/17 EMP UNIFORM CLEANG 4/27/17	I 240476009 201-00-00.514100 202-00-00.514100	4/27/2017 32.57 65.15	97.72
01-0914	CINTAS CORPORATION 240	241154	EMP UNIFORMS 5/4/17 EMP UNIFORMS 5/4/17 EMP UNIFORMS 5/4/17	I 240476945 201-00-00.514100 202-00-00.514100	5/04/2017 38.28 76.55	114.83
01-1048	DAVID D MALLEY	241155	SPECIAL MEETING 4/20/17 SPECIAL MEETING 4/20/17 SPECIAL MEETING 4/20/17	I 201704265149 201-00-00.531800 202-00-00.531800	4/26/2017 28.00 56.00	84.00
01-1048	DAVID D MALLEY	241156	REGULAR MEETING 4/27/17 REGULAR MEETING 4/27/17 REGULAR MEETING 4/27/17	I 201704285158 201-00-00.531800 202-00-00.531800	4/28/2017 28.00 56.00	84.00
01-1099	DAVID F. BOAN	241157	SPECIAL MEETING 4/20/17 SPECIAL MEETING 4/20/17 SPECIAL MEETING 4/20/17	I 201704265150 201-00-00.531800 202-00-00.531800	4/26/2017 28.00 56.00	84.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	*-----INVOICE-----*		
				NUMBER	DATE	AMOUNT
01-1099	DAVID F. BOAN	241158	REGULAR MEETING 4/27/17	I 201704285157	4/28/2017	84.00
			REGULAR MEETING 4/27/17	201-00-00.531800	28.00	
			REGULAR MEETING 4/27/17	202-00-00.531800	56.00	
01-1006	DIAMONDHEAD HARDWARE LLC	241159	HAND TOOLS FOR TRK#28,#29	I A159314	4/27/2017	148.96
			HAND TOOLS FOR TRK#28,#29	201-00-00.524100	148.96	
01-0977	DMS MAIL MANAGEMENT INC	241160	(4200) BILLING STMTS 4/21/17	I 201774654-1612	5/01/2017	2,683.80
			(4200) BILLING STMTS 4/21/17	201-00-00.531110	894.60	
			(4200) BILLING STMTS 4/21/17	202-00-00.531110	1,789.20	
01-1110	DNA UNDERGROUND LLC	241161	MAKIKI DR SEWER TIE-IN	I MP64495	5/08/2017	18,500.00
			MAKIKI DR SEWER TIE-IN	202-00-00.563901	18,500.00	
01-0377	ESRI INC	241162	ARCGIS DESKTOP STANDARD	I 93283554	4/25/2017	1,900.00
			ARCGIS BASIC MAINT	201-00-00.537300	400.00	
			ARCGIS STAND MAINT	202-00-00.537300	1,500.00	
01-0245	FASTENAL	241163	SS FITTINGS-HYDRANTS	I MSBAY76610	4/18/2017	296.60
			SS FITTINGS-HYDRANTS	201-00-00.563601	296.60	
01-0679	FUELMAN	241164	(703.068gal) FUEL - APRIL 2017	I NP50303400	5/01/2017	1,358.50
			(703.068gal) FUEL - APRIL 2017	201-00-00.522210	452.83	
			(703.068gal) FUEL - APRIL 2017	202-00-00.522210	905.67	
01-0985	KIRKS WHEEL AND TIRE PROS	241165	TIRES: TK#28,29	I 28458/28459	4/24/2017	1,403.12
			TIRES: TRK#28,#29	201-00-00.522210	467.71	
			TIRES: TK#28,29	202-00-00.522210	935.41	
01-1071	LINDSAY LECUYER JR	241166	SPECIAL MEETING 4/20/17	I 201704265148	4/26/2017	84.00
			SPECIAL MEETING 4/20/17	201-00-00.531800	28.00	
			SPECIAL MEETING 4/20/17	202-00-00.531800	56.00	
01-1071	LINDSAY LECUYER JR	241167	REGULAR MEETING 4/27/17	I 201704285159	4/28/2017	84.00
			REGULAR MEETING 4/27/17	201-00-00.531800	28.00	
			REGULAR MEETING 4/27/17	202-00-00.531800	56.00	
01-0131	MICRO METHODS LABORATORY	241168	WWTP LAB TESTS 4/10-4/19/17	I 1704201-565	4/24/2017	425.00
			WWTP LAB TESTS 4/10-4/19/17	202-00-00.538600	425.00	
01-0131	MICRO METHODS LABORATORY	241169	WWTP LAB TESTS 4/18/17	I 1704360-565	4/26/2017	97.00
			WWTP LAB TESTS 4/18/17	202-00-00.538600	97.00	
01-0131	MICRO METHODS LABORATORY	241170	WWTP LAB TESTS 4/24/17	I 1704459-565	5/01/2017	82.00
			WWTP LAB TESTS 4/24/17	202-00-00.538600	82.00	
01-0874	MS DEPT OF REVENUE MOTOR	241171	TAG-2017 FORD F250 (TK#35)	I 201705035164	5/03/2017	12.00
			TAG-2017 FORD F250 (TK#35)	201-00-00.564001	4.00	
			TAG-2017 FORD F250 (TK#35)	202-00-00.564001	8.00	
01-0969	REGIONS CORPORATE TRUST S	241172	BOND PYMT - MAY 2017	I 201705015160	5/01/2017	80,425.00

Diamondhead Water & Sewer District

Treasurer's Report

04/30/2017

Pending FEMA Proceeds	\$	9,139,740.28
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DWSD Bank Accounts:

FEMA/Non-Interest	\$	209,864.19
Bond Payments	\$	484,708.77
Bond Reserve Fund	\$	969,598.44
Customer Deposits	\$	505,809.87
O&M	\$	1,276,917.13
Bond Proceeds	\$	636,528.31
Reserve	\$	190,141.24
Emergency Reserve Fund	\$	600,334.91
CIP	\$	8,800,665.88
Grand Total	\$	22,814,309.02

Allocated Funds:

Pending FEMA Proceeds	\$	9,139,740.28
FEMA/Non-Interest	\$	209,864.19
Bond Payments	\$	484,708.77
Bond Reserve Fund	\$	969,598.44
Customer Deposits	\$	505,809.87
Allocated Subtotal:	\$	11,309,721.55

Grand Total	\$	22,814,309.02
Allocated Subtotal	\$	(11,309,721.55)
Total Available:	\$	11,504,587.47

Total Available	\$	11,504,587.47
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Principal Debt Balance	\$	11,925,000.00
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BUDGET vs ACTUAL**Month Ending 4/30/2017**

	Total Annual Budget	Total Monthly Budget	Total Year-to-Date Actual	Total Monthly Actual	% Spent	% Remaining
Water/Sewer Revenues	\$ 3,783,752.00	\$ 315,312.67	\$ 2,157,388.49	\$ 335,179.44	57%	43%
Water Service Fees	\$ 43,633.00	\$ 3,636.08	\$ 22,740.75	\$ 3,581.55	52%	48%
Water/Sewer Taps	\$ 11,500.00	\$ 958.33	\$ 20,675.00	\$ 5,850.00	180%	-80%
Total OPR Revenues:	\$ 3,838,885.00	\$ 319,907.08	\$ 2,200,804.24	\$ 344,610.99	57%	43%
Non-OPR Revenues:	\$ -	\$ -	\$ 11,047.91	\$ 1,373.73	0%	0%
Total All Revenues:	\$ 3,838,885.00	\$ 319,907.08	\$ 2,211,852.15	\$ 345,984.72	58%	42%
Wages	\$ 921,875.00	\$ 76,822.92	\$ 517,567.29	\$ 69,355.54	56%	44%
401K Contributions	\$ 65,122.00	\$ 5,426.83	\$ 37,110.63	\$ 4,854.87	57%	43%
Uniforms	\$ 9,000.00	\$ 750.00	\$ 3,809.55	\$ 504.78	42%	58%
Training	\$ 5,000.00	\$ 416.67	\$ 696.00	\$ -	14%	86%
Employer Insurance	\$ 276,234.00	\$ 23,019.50	\$ 180,949.37	\$ 23,322.66	66%	34%
Unemployment	\$ 3,080.00	\$ 256.67	\$ 2,214.83	\$ 2,214.83	72%	28%
Payroll Taxes	\$ 70,523.00	\$ 5,876.92	\$ 40,555.83	\$ 5,305.60	58%	42%
Office Expense	\$ 15,000.00	\$ 1,250.00	\$ 1,821.53	\$ 707.93	12%	88%
Office Equipment	\$ 15,000.00	\$ 1,250.00	\$ 1,913.45	\$ -	13%	87%
Vehicle Expense	\$ 24,000.00	\$ 2,000.00	\$ 23,138.38	\$ 3,111.14	96%	4%
Field Supplies	\$ 175,000.00	\$ 14,583.33	\$ 21,786.00	\$ 967.45	12%	88%
Field Equipment	\$ 35,000.00	\$ 2,916.67	\$ 4,168.79	\$ 148.96	12%	88%
Legal Services	\$ 80,000.00	\$ 6,666.67	\$ 31,410.19	\$ 10,365.07	39%	61%
Professional Services	\$ 219,400.00	\$ 18,283.33	\$ 138,153.09	\$ 15,290.44	63%	37%
Commissioner Services	\$ 8,064.00	\$ 672.00	\$ 4,452.00	\$ 1,008.00	55%	45%
Travel	\$ 3,000.00	\$ 250.00	\$ -	\$ -	0%	100%
Insurance Premiums	\$ 110,000.00	\$ 9,166.67	\$ 112,520.64	\$ 21,557.89	102%	-2%
Utilities	\$ 235,200.00	\$ 19,600.00	\$ 142,018.32	\$ 25,703.15	60%	40%
Repairs & Maintenance	\$ 15,000.00	\$ 1,250.00	\$ 11,471.58	\$ 3,723.31	76%	24%
Outside Services	\$ 62,000.00	\$ 5,166.67	\$ 18,220.34	\$ 1,947.15	29%	71%
Lab, Chemicals & Testing	\$ 65,000.00	\$ 5,416.67	\$ 20,417.44	\$ 2,449.27	31%	69%
Equipment Rental	\$ 12,000.00	\$ 1,000.00	\$ 5,449.34	\$ 490.97	45%	55%
Fees/Dues	\$ 6,800.00	\$ 566.67	\$ 1,308.00	\$ -	19%	81%
Bond Interest Expense	\$ 380,100.00	\$ 31,675.00	\$ 167,791.67	\$ -	44%	56%
Total Expenses:	\$ 2,811,398.00	\$ 234,283.17	\$ 1,488,944.26	\$ 193,029.01	53%	47%

Revenues - Expenses: \$ 1,027,487.00 \$ 85,623.92 \$ 722,907.89 \$ 152,955.71

CIP BUDGET vs ACTUAL (non-FEMA)

Month Ending 4/30/2017

	CIP Annual Budget	CIP Monthly Budget	CIP Year-to-Date Actual	CIP Monthly Actual	% Spent	% Remaining
<i>Fire Hydrants-System Imprvmt</i>	\$ 43,000.00	\$ 3,583.33	\$ 33,561.94	\$ 11,201.60	78%	22%
<i>Commercial Area Water Valve</i>	\$ 12,500.00	\$ 1,041.67	\$ -	\$ -	0%	100%
<i>Water Well 3&4 Improvements</i>	\$ 40,000.00	\$ 3,333.33	\$ 30,000.00	\$ -	75%	25%
<i>Commercial Water Main Loop</i>	\$ 13,500.00	\$ 1,125.00	\$ 1,741.00	\$ -	13%	87%
<i>High Point Loop</i>	\$ 3,000.00	\$ 250.00	\$ -	\$ -	0%	100%
<i>Meter Replacements</i>	\$ 205,000.00	\$ 17,083.33	\$ -	\$ -	0%	100%
<i>Water Tower</i>	\$ 70,000.00	\$ 5,833.33	\$ -	\$ -	0%	100%
<i>Equipment Purchase</i>	\$ 10,000.00	\$ 833.33	\$ -	\$ -	0%	100%
<i>Truck Purchase</i>	\$ 40,000.00	\$ 3,333.33	\$ -	\$ -	0%	100%
<i>Sewer Exp-Live Oak & Makiki</i>	\$ 8,000.00	\$ 666.67	\$ -	\$ -	0%	100%
Total CIP:	\$ 445,000.00	\$ 37,083.33	\$ 65,302.94	\$ 11,201.60	15%	85%

	Annual Budget	YTD in Bank
<i>Beginning Acct.Balance</i>		\$ 120,064.26
<i>Tower Reserve</i>	\$ 70,000.00	\$ 40,833.33
<i>Equipment Purchase</i>	\$ 10,000.00	\$ 5,833.33
<i>Truck Purchase</i>	\$ 40,000.00	\$ 23,333.33
Total	\$ 120,000.00	\$ 70,000.00
	+ Interest	\$ 76.98
Reserve Acct.		\$ 190,141.24

PUBLIC ASSISTANCE BUDGET vs ACTUAL (FEMA)

Month Ending 4/30/2017

	Beginning Budget	Year-to-Date Actual	Monthly Actual	% Spent	% Remaining
Bond Proceeds Cash @10/1/16	\$ 1,678,229.01				
Plus Interest Income	\$ -				
Less Funds Spent:					
WWTP - PW11240		\$ 8,219,313.55	\$ 1,162,062.31		
LS REPAIRS - PW8429		\$ 227,700.00	\$ 17,018.10		
LS #13 - PW11247		\$ 27,600.00	\$ 2,062.80		
LS #1 & #27 - PW11280		\$ 89,700.00	\$ 6,704.10		

Total Public Assistance: \$ 1,678,229.01 \$ 8,564,313.55 \$ 1,187,847.31

Balance to Spend: \$ (6,886,084.54)

100% Construction being advanced from FEMA on PW11240



Office Professional Training

Mississippi Rural Water Association
5400 N Midway Rd, Raymond, MS 39154-8202
Phone: 1.800.343.2520 Fax: 601.857.2434

June 6, 2017

Biloxi Civic Center, 578 Howard Avenue, Biloxi, MS 39530

Agenda

7:30 Registration & Welcome

8:45 Water Rates, Kirby Mayfield, MsRWA

9:45 How To Handle Stress In The Work Place, Willette McClain, Clayton Village Water

11:00 Office Professional Wheel of Fortune

12:00 LUNCH - Provided

1:00 Time Management & Organization with Bullet Journaling: Daniel Vassel

3:00 Adjourn

OPTR Credits: Office Mgt-(5); Finance- (2); W/WW (2); Legal- (1); Personnel- (4); Personal -(4)

Please pre-register a week prior to class date. There is a \$100.00 registration fee for this class.

June 6, 2017—Biloxi

Name: _____ System/Company: _____

Address: _____

City/State/Zip: _____

Phone/Fax/Email: _____

Send form with payment to MsRWA, 5400 N Midway Rd, Raymond, MS 39154 / Fax: 601.857.2434

For more information call MsRWA at 1.800.343.2520.

June 6, 7 & 8, 2017



**City of Biloxi Civic Center
578 Howard Avenue
Biloxi, MS 39530**

**2017 Summer Training
System Registration Packet**

**Mississippi Rural Water Association
5400 N Midway Road
Raymond, MS 39154
PH: 1.800.343.2520 or 601.857.2433
FAX: 601.857.2434**

**MsRWA & MS Dept. of Environmental Quality
Summer Training Session - June 6, 7 & 8, 2017
City of Biloxi Civic Center, 578 Howard Avenue, Biloxi, MS 39530**

Pre-Registration Form

Photocopy for each Registrant - Please Print or Type and Fill in ALL Blanks

Name: _____ Position: _____

Water Certification #: _____ Exp. Date: _____

Wastewater Certification #: _____ Exp. Date: _____

System/Company: _____

Address: _____

City/St/Zip: _____

Phone: _____ Fax: _____ Email: _____

Please check the type of classes that you will attend, so we can ensure there is enough space in each class.

Water Training: _____ Tuesday _____ Wednesday _____ Thursday

Wastewater Training: _____ Tuesday _____ Wednesday _____ Thursday

Please check if you plan to attend: There is no charge for the first two guests (this does not include the person registered for the training) after two there will be a charge for \$5.00 per person. Children under 10 will be at no charge. Please order your meal tickets in advance so we will know how many to prepare for.

_____ Wednesday Shrimp/Fish # of people: _____

FEES:

FULL Registration

Water/Wastewater Training Member Rate: \$175.00 Per Person \$ _____

Water/Wastewater Training Non-Member Rate: \$350.00 Per Person \$ _____

Training by the day:

Water/Wastewater Training Member Rate: \$100.00 Per Person Per Day \$ _____

Water/Wastewater Training Non-Member Rate: \$200.00 Per Person Per Day \$ _____

Shrimp Boil/Fish Tickets # _____ @ \$5.00 EA \$ _____

MsRWA Scholarship Donation: \$ _____

Total Check Amount to Submit: \$ _____

On-Site registration is welcome, however there will be an additional fee of \$25.00.

There will be no refunds on registration, however exchange of the attendee is allowed for the full training.
Please pre-register by May 12, 2017. Mail check payable to: MsRWA, 5400 N Midway Rd, Raymond, MS 39154
If you need additional info, please call 1.800.343.2520.

2017 Summer Training Agenda

Tuesday, June 6, 2017

Water and/or Wastewater (Dual Credits)

7:30	Registration & Welcome
8:00	*Ⓢ Chlorine Safety: Maintaining a Safe Chlorine Environment Chlorinators: Installation, Operations, Maintenance, Troubleshooting & Repair Steve Wittmann, Coast Chlorinator & Pump Co., Inc.
10:00	BREAK
10:15	*Ⓡ Drinking Water SRF/Clean Water SRF Harry Gong, MSDH & Tony Caldwell, MDEQ
11:00	*Ⓢ Rural Development Water & Wastewater Loan & Grant Program Patricia McDowell, USDA Rural Development

12:00	LUNCH ON YOUR OWN
1:00	*Ⓢ Mapping Your Water & Wastewater Utility David Wright/Theell Gillis, Navigation Electronics
3:00	BREAK
3:15	*Ⓡ RWEAC & ER-ITN Randy Turnage, MsRWA Tony Byrne & Jimmy Byrne, ER-ITN
4:30	ADJOURN

Wednesday, June 7, 2017

Water

7:30	Registration & Welcome
8:00	Ⓢ Call Before You Dig Bill Rutledge & Charles Stallings, MS 811
9:00	Ⓢ EXHIBIT HALL TRAINING – Water CEUs
10:00	Ⓡ MSDH Regulatory Updates Bill Moody & Karen Walter, MSDH
12:00	LUNCH ON YOUR OWN
1:00	Ⓢ EXHIBIT HALL TRAINING – Water CEUs
2:00	Ⓡ Maintaining a Free Chlorine Residual throughout Your Distribution System Melissa Caldwell, MSDH
3:15	BREAK
3:30	Ⓢ Energy Conservation: Reducing Your PWS Power Bill Randy Turnage, MsRWA
4:30	ADJOURN

Wastewater

7:30	Registration & Welcome
8:00	* Subsurface Fine Bubble Aeration, Lagoon Sonar Profiling, FOG & H ₂ S Reduction in Lift Stations Jerry Bidleman, Reliant Water Technologies
10:00	* EXHIBIT HALL TRAINING – Wastewater CECs
11:00	* Permits Bradley Crain, MDEQ
12:00	LUNCH ON YOUR OWN
1:00	* Low Pressure Sewer & Grinder Pumps Earl Voss, Magnolia Pump & Equipment
2:00	* EXHIBIT HALL TRAINING – Wastewater CECs
3:15	BREAK
3:30	* Energy Conservation: Reducing Your Power Bill Randy Turnage, MsRWA
4:30	ADJOURN

Thursday, June 8, 2017

Water

7:30	Registration & Welcome
8:00	Ⓡ Responding To & Recovering From Emergencies Bill Moody, MSDH
9:00	Ⓡ Stage 2 Disinfection By-Products Rule Bill Moody & Karen Walters, MSDH
10:00	Ⓢ Smart Websites for Smart Communities Shannon Farmer & Shelley Howay, Rural Water & Municipal Impact
11:00	Ⓢ Water Loss & Service Line Insurance Mark Slater, ServLine
12:00	ADJOURN

Wastewater

7:30	Registration & Welcome
8:00	* Call Before You Dig Bill Rutledge & Charles Stallings, MS 811
10:00	* Traffic Safety & Safety Responsibilities at Work James Benefield, MsRWA
12:00	ADJOURN

Training Hours

Ⓢ Water Non Reg Hours

Ⓡ Water Reg Hours

* Wastewater DEQ Sponsored Hours

Total Hours: 9 Reg & 10 Non-Reg and/or 19 DEQ Sponsored



Mississippi Rural Water Association
5400 N Midway Road, Raymond, MS 39154-8202
Phone: 1.800.343.2520 - Fax: 601.857.2434 - Email: mswa@mswa.org



Rural Water Emergency Assistance Cooperative Training

June 7, 2017
Biloxi Civic Center, 578 Howard Avenue,
Biloxi, MS 39530

- 7:30 - 8:00 AM *Registration & Welcome*
- 8:00 - 9:00 *Rural Water Emergency Assistance Cooperative*
 Kirby Mayfield, MsRWA
- 9:00 - 10:00 *NIMS Overview*
 Randy Turnage, MsRWA
- 10:00 - 11:00 *Safety In Disaster Areas*
 Jimmy Dale Thomas, Retired MHP
- 11:00 - 12:00 *Environmental & Historical Aspects to Storm Damage*
 Rupert Lacy, Harrison County Emergency Director
- 12:00 - 1:00 *LUNCH On Your Own*
- 1:00 - 1:30 *Communication During Emergencies*
 Randy Turnage, MsRWA
- 1:30 - 2:00 *Emergency Preparedness*
 Randy Turnage, MsRWA
- 2:00 - 3:00 *ER-ITN (Emergency Responder- ID Trust Network) Credentialing Program*
 Tony Byrne & Jimmy Byrne, ER-ITN

If you are registered for the three day Summer Training pay only an additional \$25.00 for this class to cover cost of ID.

If you are attending this class only, pay the full \$75.00 registration fee.

Registration Fee:
\$75.00 per person.
Includes ID.

Be sure to fill out
Credentialing ID Form and
mail or email with photo.

Registration Form- RWEAC Training - Please fill out and return with your registration fee to:
MsRWA, 5400 N Midway Road, Raymond, MS 39154

June 7, 2017—Biloxi

Photocopy for each Registrant - Please Print or Type

Name: _____ Position: _____
System/Company: _____ PWS ID#: _____
Address: _____ City/St/Zip: _____
Phone: _____ Fax: _____ E-mail Address: _____

Please register at least a week prior to training, so the refreshments can be ordered.
This training has been approved for 3 reg and 3 non-reg CEUs for water.

MsRWA's Rural Water Emergency Assistance Cooperative

== Credentialing ID Form ==

SAMPLE CARD

MsRWA's Rural Water Emergency Assistance Cooperative	
 Your Picture Here	 Your Name System Name Your Position Badge # 0000
Address - City, State, Zip System Phone: 000-000-0000 Your Cell: 000-000-0000	

**Please attach a good quality head shot picture
to this form or email picture to madcock@msrwa.org**

PLEASE PRINT CLEARLY

Your Name _____

Your Position _____

Your Email _____

Name as it Appears on DL: _____

DOB: ____ / ____ / ____ DL # _____ State Issued: _____

Your Cell # _____

System Name _____

System Address _____

City _____ State _____ Zip _____

System Phone # _____

**5400 North Midway Road - Raymond, MS 39154
Phone #: 601-857-2433 Fax #: 601-857-2434**

DNA Underground LLC

16101 S. Swan Rd
Gulfport, MS 39503

Invoice

Date	Invoice #
4/18/2017	MP64495

Bill To
Diamondhead Water & Sewer District 5000 Diamondhead Circle Diamondhead, MS 39525

P.O. No.	Terms	Project
	Due on receipt	Makiki Drive Sewer Tie-In

Quantity	Description	Rate	Amount
1	Makiki Drive Sewer Main Tie-In - Complete	18,500.00	18,500.00
		Total	\$18,500.00

Hancock County Chamber Of Commerce
100 S. Beach Blvd., Suite A
Bay St. Louis, MS 39520



Nancy Depreo
 Diamondhead Water & Sewer District
 4425 Park Ten Drive
 Diamondhead, MS 39525

INVOICE

Invoice No.

14903

Customer ID

5498

Date Due

06/01/2017

	Qty.	Rate	Amount
Chamber Membership Investment 06/01/2017 to 05/31/2018	1.00	510.00	510.00
		Total	510.00
		Amt Paid	0.00
		Balance Due	510.00

Hancock County Chamber of Commerce

Referral Report 5/1/2016 to 4/30/2017

Name Diamondhead Water & Sewer District

Phone 228-255-5813

ID# 5498

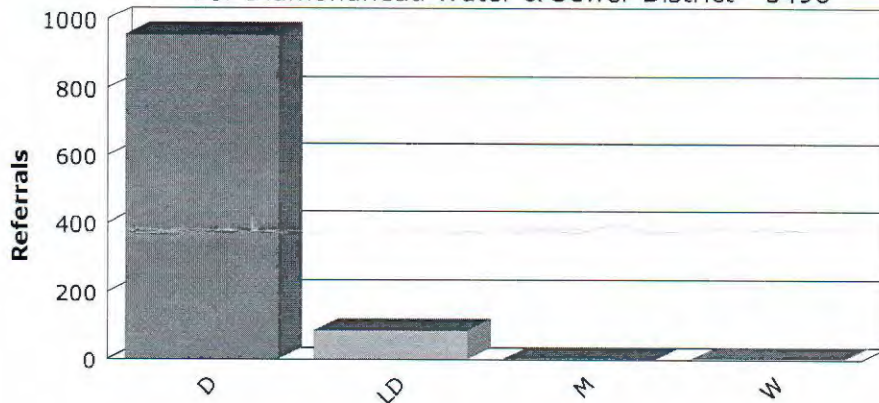
Fax 228-255-5840

Address 4425 Park Ten Drive
Diamondhead, MS 39525

Web <http://www.dwsd.us>

Referrals By Type

For Diamondhead Water & Sewer District - 5498



AC = Banner Ad Clicked
AD = Banner Ad Displayed
BR = Business Connect Detail Viewed
BV = Business Connect Listing Viewed
CD = Coupon Details Displayed
CV = Coupon List Viewed
D = Business Listing Displayed
DV = Daily Vacancy Referral
E = Email Sent From Website
F = FrontDesk Referral
LD = Individual Listing Displayed
M = Map Displayed
ML = Members Only Login
SC = Sponsor Image Clicked
SD = Sponsor Image Displayed
SM = Sponsor Message Displayed
W = Website Clicked On
SNFB = Facebook Social Network Redirect
SNTW = Twitter Social Network Redirect
SNLI = LinkedIn Social Network Redirect
SNPN = Pinterest Social Network Redirect
SNIG = Instagram Social Network Redirect
SNYT = YouTube Social Network Redirect
SNFL = Flickr Social Network Redirect
SNGP = Google Plus Social Network Redirect
SNFS = FourSquare Social Network Redirect
SNAL = Angie's List Social Network Redirect
SNHO = Houzz Social Network Redirect
SNOT = OpenTable Social Network Redirect
SNTA = TripAdvisor Social Network Redirect
SNYP = Yelp Social Network Redirect

Referral Type

Displayed - This is the number of times the business listing was displayed
 Listing Details Displayed - This is the number of times your individual business listing details were displayed
 Mapped - This is the number of times a map of your location was displayed
 Website - This is the number of times the website was clicked on

Referrals

Last Referral

957 Apr. 30, 2017 11:42AM

88 Apr. 30, 2017 5:07PM

2 Apr. 18, 2017 7:16PM

3 Aug. 5, 2016 6:10PM

As of 5/1/2017

Total

1,050



May 8, 2017

Diamondhead Water & Sewer District
4425 Park Ten Drive
Diamondhead, MS 39525

To the Board of Commissioners:

I am pleased to submit this proposal to provide budgeting and consulting services to the Diamondhead Water and Sewer District. The purpose of this engagement will be to assist the District with preparing its fiscal year 2017/2018 budget. The following is a brief description of my proposal:

- Analyze the general ledger and current financial statements and meet with staff and the Executive Director to discuss future plans.
- Review projected budget and make recommendations.
- Meet with the Budget Committee and Board in a workshop to answer questions before the budget is adopted.

I estimate the above services will take approximately 24 hours to complete. I propose to perform these services for a fee of **\$3,120**. If the Board determines additional services are needed, such services will be provided at a rate of \$130 per hour.

As always, management is responsible for the oversight and preparation of the District's final budget. Our services will be performed under the supervision of management, and the Audit Committee. If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Ty Necaise'.

Ty J. Necaise, MBA, CPA
Necaise & Company PLLC