DIAMONDHEAD WATER AND SEWER DISTRICT REGULAR MEETING MINUTES April 12, 2018 – 6:00 p.m. (Central Time) City Hall, Diamondhead, MS 39525

PRESENT: Chairman David Boan; Vice-Chairman John Kirschenbaum; Secretary/Treasurer Kenny Edmonds; Commissioner Robert Redd, and Commissioner Ben Taylor.

Note: Commissioner Kirschenbaum arrived at 6:02pm.

ABSENT: None.

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.

2. Approve Agenda.

- 2.1. <u>Motion by Commissioner Taylor, second by Commissioner Redd to approve the</u> <u>agenda. Motion carried unanimously.</u>
- 3. Minutes.
 - 3.1. <u>Motion by Commissioner Edmonds, second by Commissioner Taylor to approve</u> <u>the Minutes for the Regular Meeting held on March 22, 2018. Motion carried</u> <u>unanimously. (Attachment A).</u>
- 4. General Manager's Report.

4.1. Update of Recent Events.

4.1.A. The CCTV/I&I Department identified unforeseeable issues within a 90' section of sewer pipe entering into Lift Station #22 wet well including infiltration line offset at the wye and root infiltration. The repairs require a change order to the contract with Magnolia Construction. Said change order appears on the Agenda as Item 6.2.B.

4.2. Lift Station Repair & Mitigation.

4.2.A. On March 29, 2018, MEMA representatives, along with DWSD Management, visited all lift station sites under construction. MEMA expressed satisfaction with the status of the project.

4.3. Utility Service Study.

4.3.A. Linfield Hunter & Junius was provided with revised hydrant flow test results which will modify the sizing of the water main requirements. The final copy of the study is expected to be delivered to DWSD no later than April 13, 2018.

4.4. Miscellaneous Items.

4.4.A. Elliot Homes Glen Eagle Phase II project drawings were reviewed by Digital Engineering and comments were sent to the developer and its engineers. Final drawings were delivered to DWSD on April 11, 2018. Said plans are undergoing final review before the DWSD will issue a will serve letter.

4.4.B. Item 9.2. on the agenda is a motion for the General Manager to hire two seasonal employees to perform landscaping duties and assist with light building projects.

4.4.C. On April 20, 2018 there will be an emergency preparedness training for all employees to prepare for the upcoming hurricane season.

- 5. Public Comments. None.
- 6. Construction / Engineering Projects.
 - 6.1. WWTP Construction Project. Update in the GM's report.
 - 6.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.

6.2.A. <u>Motion by Commissioner Redd, second by Commissioner Kirschenbaum</u> to approve Magnolia Construction Pay Request#6 in the amount of \$399,599.39 for the period of February 9, 2018 to March 9, 2018. Motion corried unanimously. (Attachment B).

Bruce Newton with Digital Engineering provided an update of the lift station project. Lift Stations 7 & 26 are online. Lift Stations 1 & 30 are expected to be online by the end of April. Lift Station 27 is expected to be online by the first week of May. Magnolia Construction has updated its project schedule. Expected completion date is September 17, 2018. Magnolia Construction will be bringing in a third crew starting April 16, 2018. The Lift Station 22 gravity line installation is expected to begin on April 26, 2018. The District expects to have 5 of the 9 lift stations online by the end of May. 6.2.B. <u>Motion by Commissioner Taylor, second by Commissioner Redd to</u> <u>approve Magnolia Construction Change Order #001 for an increase in contract</u> <u>price of \$55,083.16, changing the contract amount from \$3,334,676.60 to</u> <u>\$3,389,759.76. Motion carried unanimously. (Attachment C).</u>

- 6.3. Utility Service Study. Update in the GM's report.
- 7. Financial.
 - 7.1. Motion by Commissioner Edmonds, second by Commissioner Kirschenbaum to approve the Docket of Claims in the amount of \$ 148,184.98. Motion carried unanimously. (Attachment D).
 - 7.2. Unapproved Docket of Claims. (Attachment E).

Reports Provided by Secretary/Treasurer Kenny Edmonds:

- 7.3. Treasurers Report 3/31/18 (Attachment F)
- 7.4. Budget Report 3/31/18 (Attachment G)
- 8. Old Business. None.
- 9. New Business / Discussion Items.

9.1. <u>Motion by Commissioner Kirschenbaum, second by Commissioner Taylor to</u> <u>approve a Maintenance Service Agreement with Kone Elevator for a period of five</u> (5)years in the amount of \$3,900.00 annually and to authorize the Chairman to <u>execute same. AYE: Kirschenbaum, Taylor, Boan, & Edmonds. ABSTAINED: Redd.</u> <u>Motion carried. (Attachment H).</u>

9.2. <u>Mation by Commissioner Taylor, second by Commissioner Edmonds ta</u> <u>authorize the General Manager to proceed with advertising and to hire two seasonal</u> <u>field personnel. Mation carried unanimously. (Attachment I).</u>

9.3. Diamondhead citizen, Durell Pellegrin, expressed his gratitude to the Board for the outstanding job performed by District personnel during a water main break on his street particularly during extreme weather conditions.

10. Adjournment @ 6:35pm. <u>Motion by Commissioner Kirschenbaum, second by</u> <u>Commissioner Edmonds. Motion carried unanimously.</u>

The next meeting of the Board of Commissioners is scheduled for April 26, 2018 at 6:00 p.m. at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

a

Chairman

26/2018

April 12, 2018 Regular Meeting

DIAMONDHEAD WATER AND SEWER DISTRICT REGULAR MEETING MINUTES March 22, 2018 – 6:00 p.m. (Central Time) City Hall, Diamondhead, MS 39525

PRESENT: Chairman David Boan; Vice-Chairman John Kirschenbaum; Secretary/Treasurer Kenny Edmonds; Commissioner Robert Redd, and Commissioner Ben Taylor.

ABSENT: None.

The presence of a quorum was noted and the meeting was called to order at 6:01 p.m. The public was duly notified in compliance with the District's open meeting policy.

2. Agenda.

2.1. Motion by Commissioner Kirschenbaum, second by Commissioner Redd to approve the agendo. Motion carried unanimously.

3. Minutes.

3.1. Motion by Commissioner Taylor, second by Commissioner Kirschenbaum to approve the Minutes for the Regular Meeting held on March 8, 2018. Motion carried with Commissioner Edmonds abstaining. (Attachment A).

4. General Manager's Report.

4.1. Update of Recent Events.

4.1.A. A water main break occurred at Hanalei Place and Diamondhead Drive East on March 11, 2018. DWSD's Maintenance and Operations Departments were called to the scene to quickly make the necessary repairs. Precautionary boil water notices were issued door to door and on the DWSD website. The precautionary boil order was lifted within forty-eight (48) hours.

4.1.B. Piping of the existing water main was rearranged to allow for the construction of a new building at the southeastern corner of the Aloha Drive Shopping Center on March 9, 2018. An inserta valve was installed into the live water main in order to avoid shutting down a large portion of the commercial area. In addition, a new fire hydrant was installed.

4.2. Miscellaneous Items of Discussion.

4.2.A. Drawings for the Glen Eagle Phase II Development were delivered to the DWSD by the City of Diamondhead on March 2, 2018. The development is projected to include 100 homes with requisite streets, drainage, and water and sewer infrastructure which includes one(1) lift station.

The DWSD's Chairman and General Manager attended a meeting on March 5, 2018 with the builder, engineer, POA, Police Department, and City of Diamondhead to discuss issues relating to the project.

The DWSD is currently reviewing the project drawings. The builder presented a new set of drawings to the DWSD on March 20, 2018 which changed the scope of work to 112 homes.

5. Public Comments. None.

6. Construction / Engineering Projects.

- 6.1. WWTP Construction Project. Update in the GM's report.
- 6.2. Lift Station Repair and Mitigation PW8429, PW11280 and PW11247.

6.2.A. Bruce Newton with Digital Engineering provided an update on the Lift Station projects. Lift Stations 7 and 26 have been completed and are operational. Lift Stations 1, 27, and 30 are under construction and are expected to be online in mid-April. Lift Stations 5, 10, 13, and 22 are proceeding as scheduled. In addition, Mr. Newton provided the following responses to questions posed by the DWSD Board of Commissioners and Staff:

(1) Approximately forty percent (40%) of the Project's construction schedule has elapsed; however, approximately fifty percent (50%) of the construction has been completed.

(2) The Contractor is comfortable with the construction schedule. It is expected that construction will be completed on or before September 1, 2018.

(3) An inspector is on site throughout the construction.

(4) Wet well liners at all lift stations are being installed as prescribed within the contract specifications.

(5) The contractor was allowed to develop its own construction schedule.

(6) Lift Station 5 was moved to the rear of the construction schedule due to inclement weather.

(7) The cost of equipment used by the contractor was included in the bid price. The DWSD is not paying rental fees for any equipment being used by the contractor. 6.2.B. <u>Motion by Commissioner Edmonds, second by Commissioner Redd to</u> <u>approve Magnolia Construction Pay Request#5 in the amount of \$278,506.08</u> for the period of January 9, 2018 to February 9, 2018. Motion carried <u>unanimously. (Attachment B).</u>

6.2.C. <u>Motion by Commissioner Kirschenbaum, second by Commissioner Taylor</u> to approve Digital Engineering Invoice#728-1464-18 in the amount of \$13,827.00 for the period of February 11, 2018 to March 10, 2018. Motion carried unanimously. (Attachment C).

6.3. Utility Service Study.

6.3.A. Jack Cleveland, Chief of Staff for State Senator Philip Moran, addressed the Board regarding possible GOMESA funding for District infrastructure.

6.3.B. <u>Motion by Commissioner Edmonds, second by Commissioner Taylor to</u> <u>approve Linfield Hunter & Junius Pay Request #S23490G in the amount of</u> \$15,500.00 for the period through February 24, 2018. Motion carried <u>unanimously. (Attachment D).</u>

6.3.C. Discussion of Linfield Hunter & Junius 95% Utility Service Study Report. No action taken.

7. Financial.

7.1. <u>Motion by Commissioner Taylor, second by Commissioner Kirschenbaum to</u> <u>approve the Docket of Claims in the amount of \$33,512.78. Motion carried</u> <u>unanimously. (Attachment E).</u>

7.1.A. Unapproved Docket of Claims. (Attachment F).

- 8. Old Business.
 - 8.1. <u>Motion by Commissioner Redd, second by Commissioner Edmonds to spread</u> <u>upon the minutes, the executed copy of Master Engineering Services Agreement</u> <u>with Digital Engineering. Motion carried unanimously. (Attachment G).</u>
- 9. New Business / Discussion Items.

None.

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10. Adjournment @ 6:39pm. <u>Motion by Commissioner Kirschenbaum, second by</u> <u>Commissioner Taylor. Motion carried unanimously.</u>

The next meeting of the Board of Commissioners is scheduled for April 12, 2018 at 6:00 p.m. at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

Roa Chairman

12018

March 22, 2018 Regular Meeting



ph: 228-463-0130 fx: 228-463-0160

March 13, 2018

David Carden General Manager Diamondhead Water & Sewer District 4425 Park Ten Drive Diamondhead, MS 39525

Re: DWSD 2016 FEMA Lift Station Project Contractor Payment Request No. 6

Dear Mr. Carden:

Please find attached three (3) copies of Payment Request No. 6 from Magnolia Construction Company, LLC. for construction on the above referenced project in the amount of **\$399,599.39**.

We have verified all quantities and work completed and we recommend approval for payment. The retainage to date of 5% in the amount of \$101,970.77 has been deducted from the earned amount to date of \$2,039,415.44, as shown on the Contractor's Application for Payment.

Please allocate the funding as follows:

•	PW 8429	\$:	292,187.64
•	PW 11240		
•	PW 11247	\$	0.00
•	PW 11280	\$	20,520.00
•	HMP (PW 8429)	\$	0.00
•	HMP (PW 11280)	\$	20,303.78
•	DWSD	\$	66,587.97

Should you have questions or need additional information, please contact our office.

Sincerely,

DIGITAL ENGINEERING ohn M. Stein, P.E

Manager of Engineering Operations

cc: Mr. Kenny Roubique, Magnolia

Magnolia Construction Company LLC 2654 Mission Drive Baton Rouge LA 70805 Office 225-355-7787 Ext 108 Cell 225-921-3452

March 13, 2018

LETTER OF TRANSMITTAL

Attn: Mr. John Stein, P.E. **Digital Engineering** 314 Coleman Avenue Waveland, Ms 39576

> Re: Application for Payment No. 6 Diamondhead Water and Sewer District 2016 FEMA Lift Stations 2016 FEMA Lift Stations

Dear Mr. Stein,

We are sending you attached :

1) One (1) Electronic copy of the Application for Payment No. For Period: 2-9-18 - 3-9-18

Please review, sign and send along to the owner for payment.

If you have any questions, please call.

Sincerely,

Jdulgu Kenneth Roubique

6

Project Manager Magnolia Construction Company, L.L.C.

Diamondhead Water and Sewer District 2016 FEMA Lift Stations 2016 FEMA Lift Stations

Application for Payment No. 6 Period: 2-9-18 - 3-9-18

Project No. PW's 8429,11280 &11247

Magnolia Construction Company, L.L.C. 2654 Mission Drive Baton Rouge, La 70805

Original Contract Price	\$3,334,676.60
Additions to Date: (Change Order #'s)	\$0.00
Original Contract Price Plus Additions	\$3,334,676.60
Deductions to Date: (Change Order #'s)	\$0.00
	AC 004 070 00

Current Contract Amount \$3,334,676.60

	CURRENT MONTH	CUMULATIVE THRU 3-9-18
Value of Work Completed	\$ 230,823.00	\$ 870,763.00
Stored Materials	\$ 189,807.94	\$ 1,168,652.44
Total Completed & Stored	\$420,630.94	\$2,039,415.44
to Date Less: 5% Retainage	\$21,031.55	\$101,970.77
Total Less Retainage	\$399,599.39	\$1,937,444.67
Less: Previous Request(s) for Payr	nent	\$1,537,845.28
Amount Due This Application		\$399,599.39

CONTRACTOR'S CERTIFICATION :

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT (1) ALL PREVIOUS PROGRESS PAYMENTS ABOVE HAVE BEEN APPLIED TO DISCHARGE IN FULL ALL OBLIGATIONS OF CONTRACTOR INCURRED IN CONNECTION WITH WORK COVERED BY PRIOR APPLICATIONS FOR PAYMENT NUMBERED 1 THROUGH 6 INCLUSIVE: AND (2) TITLE TO ALL MATERIALS AND EQUIPMENT INCORPORATED IN SAID WORK OR OTHERWISE LISTED IN OR COVERED BY THIS APPLICATION FOR PAYMENT WILL PASS TO OWNER AT TIME OF PAYMENT FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS AND ENCUMBRANCES (EXCEPT SUCH AS COVERED BY BOND ACCEPTABLE TO OWNER).

DATED: 3/13/2018 Magnolia Construction Company, L.L.C. KENNETH ROUBIQUE PROJECT MANAGER

THIS APPLICATION FOR PAYMENT NO. 6 HAS BEEN REVIEWED AND IS RECOMMENDED FOR PAYMENT.

DATED: 3 13 18 **Digital Engineering** Payment of \$399.599.39 Is Recommended by PROJECT ENGINE

CHANGE ORDER

No. 001

DATE OF ISSUANCE April 5, 2018

EFFECTIVE DATE

OWNER: Diamondhead Water & Sewer District

CONTRACTOR: Magnolia Construction Company, LLC

PROJECT: 2016 FEMA Lift Station Project

OWNER's Contract No.: _____

ENGINEER's Contract No.

ENGINEER: Digital Engineering

You are directed to make the following changes in the Contract Documents:

Description: Install electric service meters on platforms at LS 1, 5, 26, 27, 30; Replace non-working pump by-pass at LS 1; Install 1' riser ring on wet well at LS 1; Install sewer MH over wye at LS 22; Remove and replace existing 100' feet of 8" sewer at LS 22; Pour new concrete bottoms at LS 27 & 30; Remove coal tar epoxy from wet well wall at LS 30, and electrical conduit credit at LS 1, 7, and 26.

Reason for Change Order: See attached justifications.

Attachments: (List documents supporting change) See attached Table and Justifications.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 3,334,676.60	Original Contract Times: 365 Calendar Days Substantial Completion: October 1, 2018 Ready for final payment: 30 Days (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> :	Net change from previous Change Orders No.0 to No.0 : Substantial Completion: 0
\$0.00	Ready for final payment: 0 (days)
Contract Price prior to this Change Order: \$ 3,334,676.60	Contract Times prior to this Change Order: 365 Calendar Days Substantial Completion: October 1, 2018 Ready for final payment: 30 Days (days or dates)
Net increase (decrease) of this Change Order: \$55,083.16	Net increase (decrease) this Change Order: Substantial Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price with all approved Change Orders: \$3,389,759.76	Contract Times with all approved Change Orders: Substantial Completion: October 1, 2018 Ready for final payment: 30 Days (days or dates)

The Contractor's cost breakdown has been reviewed by the Engineer, and the Engineer has certified that the incremental cost is sufficiently detailed, accurate, fair, and reasonable to accept "as-is."

ACCEPTED:	RECOMMENDED:	APPROVED?
By: hill c al *	By: Jah Mith	By: Lator
CONTRACTOR (Authorized Signature)	ENGINEER (Authorized Signature)	OWNER (Authorized Signature)
Date: 4/5/2018	Date: 4/6/18	Date: 4/12/2018
Wo HONDEY RUSONVE (DON RIGHT TO CLAIM ADDI	TIDNAL CONTRACT TIMOS
FOR THIS ANDITIONA	IL WORK WHICH UNDER	NO COLOMESTANIES WILL
BXCEED 14 CALEN	WAAR NAYS.	

Item	Description	Funding	Quantity	Unit	ι	Unit Price	٦	Total Price	
	Change the following items in the contract:								
1-5	Rehab LS #1 (Electrical Conduit Credit)	11280	-1	LS	\$	536.36	\$	(536.36)	
7-5	Rehab LS #7 (Electrical Conduit Credit)	8429	-1	LS	\$	399.30	\$	(399.30)	
26-6	Rehab LS #26 (Electrical Conduit Credit)	8429	-1	LS	\$	560.16	\$	(560.16)	
	NET INCREASE/(DECRI	EASE)					\$	(1,495.82)	
	Add the following new items to the contract:								
CO 1-1	LS 1: Replace Non working Pump By-Pass	11280	1	LS	\$	7,184.52	\$	7,184.52	
CO 1-2	LS1: Install electric service meter on platform	11280 HMP	1	LS	\$	2,070.37	\$	2,070.37	
CO 1-3	LS 1: Install 1' riser ring on wetwell	11280	1	LS	\$	2,516.63	\$	2,516.63	
CO 1-4	LS 5: Install electric service meter on platform	8429	1	LS	\$	1,953.77	\$	1,953.77	
CO 1-5	LS 22: Install sewer MH over wye	8429	1	LS	\$	9,578.57	\$	9,578.57	
CO 1-6	LS 22: Remove and replace existing 8" sewer	8429	1	LS	\$	13,420.91	\$	13,420.91	
CO 1-7	LS 26: Install electric service meter on platform	8429 HMP	1	LS	\$	949.84	\$	949.84	
CO 1-8	LS 27: Pour new Concrete bottom	11280	1	LS	\$	5,359.20	\$	5,359.20	
CO 1-9	LS 27: Install electric service meter on platform	11280 HMP	1	LS	\$	1,808.43	\$	1,808.43	
CO 1-10	LS 30: Install electric service meter on platform	8429 HMP	1	LS	\$	2,018.97	\$	2,018.97	
CO 1-11	LS 30: Pour new Concrete bottom	8429	1	LS	\$	5,922.77	\$	5,922.77	
CO 1-12	LS 30: Remove Coal Tar epoxy from wet well walls	8429	1	LS	\$	3,795.00	\$	3,795.00	
	NET INCREASE/(DECR)	EASE)					\$	56,578.98	
	TOTAL CHANGE IN CONTRACT AMOUNT						\$	55,083.16	
	ADD CALENDAR DAYS TO CONTRACT:								
	Delays for MH, sewer and unforseen conditions								
	NET INCR	REASE	0	Days	•				
	TOTAL CHANGE IN CONTRACT AMOUNT		0	Days					

PAGE: 1

VENDOR		DOCKET					
NUMBER	NAME	NUMBER	COMMENT	N	UMBER	DATE	AMOUNT
)1-1129	AERIAL HYDRAULICS INC	241941	CRANE TRUCK REPAIRS	I	180398	3/15/2018	938.14
			CRANE TRUCK REPAIRS #30 CRANE TRUCK REPAIRS #30		201-00-00.522210 202-00-00.522210		
01-0128	AIRGAS USA LLC	241942	GAS CYLINDER RENT-MAR'18	I	9952318363	3/31/2018	43.47
			GAS CYLINDER RENT-MAR'18 GAS CYLINDER RENT-MAR'18				
01-1117	AT&T	241943	WEBSITE HOSTING/8310007467113	I	1678890401	3/07/2018	16.00
			WEBSITE HOSTING/8310007467113 WEBSITE HOSTING/8310007467113				
01-1117	AT&T	241944	OFFICE VOIP/8310007134920	I	2642421404	3/19/2018	97.52
			OFFICE VOIP/8310007134920				
			OFFICE VOIP/8310007134920		202-00-00.537300	65.34	
01-1117	ΑΤ&Τ	241945	OFFICE VOIP/8310007134910	I	8498241400	3/19/2018	659.00
			OFFICE VOIP/8310007134910				
			OFFICE VOIP/8310007134910		202-00-00.537300	441.53	
01-0640	ATT	241946	WWTP PHONES/2285866846	I	201804035476	3/25/2018	520.42
			WWTP PHONES/2285866846		201-00-00.537300	171.74	
			WWTP PHONES/2285866846		202-00-00.537300	348.68	
01-1127	BENJAMIN M TAYLOR	241947	REGULAR MEETING 3/8/2018	I	201803095456	3/09/2018	84.00
					201-00-00.531800	28.00	
			REGULAR MEETING 3/8/2018		202-00-00.531800	56.00	
01-1127	BENJAMIN M TAYLOR	241948	REGULAR MEETING 3/22/2018	I	201803265465	3/26/2018	84.00
			REGULAR MEETING 3/22/2018		201-00-00.531800	28.00	
			REGULAR MEETING 3/22/2018		202-00-00.531800	56.00	
01-1108	BETZ ROSETTI & ASSOCIATES	241949	2018 KAUFMAN TRLR 2/16-3/1/19	I	1781	4/02/2018	208.00
			2018 KAUFMAN TRLR 2/16-3/1/19				
			2018 KAUFMAN TRLR 2/16-3/1/19	9	202-00-00.536100	139.36	
01-1108	BETZ ROSETTI & ASSOCIATES	241950	CNTRL BLDG FLOOD 5/25-5/24/19	I	69002417192017	3/26/2018	2,246.00
			CNTRL BLDG FLOOD 5/25-5/24/19	9	202-00-00.536100	2,246.00	
01-1108	BETZ ROSETTI & ASSOCIATES	241951	WWTP STRGE BLDG 6/9-6/8/19	I	69002442992017	4/06/2018	1,165.00
			WWTP STRGE BLDG 6/9-6/8/19		202-00-00.536100	1,165.00	
01-1090	BOYCE HOLLEMAN & ASSOCIAT	241952	LEGAL FEES 2/5/18-2/28/2018	I	013524	3/22/2018	900.00
			LEGAL FEES 2/5/18-2/28/2018		201-00-00.531100	300.00	
			LEGAL FEES 2/5/18-2/28/2018		202-00-00.531100	600.00	
01-1090	BOYCE HOLLEMAN & ASSOCIAT	241953	LEGAL RETAINER-FEB.2018	I	201803265467	3/22/2018	1,000.00
			LEGAL RETAINER-FEB.2018		201-00-00.531100	330.00	
			LEGAL RETAINER-FEB.2018		202-00-00.531100	670.00	
01-0024	BREAUX SERVICES INC	241954	(32yds)SLUDGE REMOVED-WWTP	I	24981	3/14/2018	437.44

4-09-2018 04:12 PM

DOCKET OF CLAIMS

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1 00 201						111021	-
ENDOR		DOCKET		*	-INVOICE	*	
JMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
1-0024	BREAUX SERVICES INC		(32yds)SLUDGE REMOVED-WWTP			437.44	CO
			(32yds)SLUDGE REMOVED-WWTP	202-00-00.537300	437.44		
-0024	BREAUX SERVICES INC	241955	(32yds)SLUDGE REMOVED-WWTP	I 24995	3/12/2018	437.44	
			(32yds)SLUDGE REMOVED-WWTP	202-00-00.537300	437.44		
L-0024	BREAUX SERVICES INC	241956	(32yds)SLUDGE REMOVAL-WWTP	I 25023	3/21/2018	437.55	
			(32yds)SLUDGE REMOVAL-WWTP	202-00-00.537300	437.55		
1-0034	C SPIRE WIRELESS	241957	CELL PHONES - MARCH,2018			244.32	
			CELL PHONES - MARCH,2018	201-00-00.537300	80.63		
			CELL PHONES - MARCH,2018	202-00-00.537300	163.69		
-1065	CABLE ONE OAK PARK	241958	INTERNET - MAINT SHOP	I 201803295472	3/29/2018	85.44	
			INTERNET - MAINT SHOP	201-00-00.537300	28.20		
			INTERNET - MAINT SHOP	202-00-00.537300	57.24		
-0028	CABLE ONE PARK TEN	241959	INTERNET-ADMIN BLDG	I 201803295473	3/29/2018	85.44	
			INTERNET-ADMIN BLDG	201-00-00.537300	28.20		
			INTERNET-ADMIN BLDG	202-00-00.537300	57.24		
-1112	CABLE ONE WWTP	241960	INTERNET - WWTP	I 201804065481	4/06/2018	83.32	
			INTERNET - WWTP	201-00-00.537300	27.50		
			INTERNET - WWTP	202-00-00.537300	55.82		
-0914	CINTAS CORPORATION 240	241961	CLEAN EE UNIFORMS 3/22/18	I 240520060	3/22/2018	86.97	
			CLEAN EE UNIFORMS 3/22/18	201-00-00.514100	28.70		
			CLEAN EE UNIFORMS 3/22/18	202-00-00.514100	58.27		
-0914	CINTAS CORPORATION 240	241962	CLEAN EE UNIFORMS 3/29/18	I 240521018	3/29/2018	86.97	
			CLEAN EE UNIFORMS 3/29/18	201-00-00.514100	28.70		
			CLEAN EE UNIFORMS 3/29/18	202-00-00.514100	58.27		
-0914	CINTAS CORPORATION 240	241963	CLEAN EE UNIFORMS 4/5/18	I 240521986	4/05/2018	86.97	
			CLEAN EE UNIFORMS 4/5/18	201-00-00.514100	28.70		
			CLEAN EE UNIFORMS 4/5/18	202-00-00.514100	58.27		
-0054	COASTAL HARDWARE and RENT	241964	HYDRAULIC HOSE CRIMP - I & I	I C20308503	3/22/2018	19.10	
			HYDRAULIC HOSE CRIMP - I & I	202-00-00.523500	19.10		
-0057	CONSOLIDATED PIPE and SUP	241965	PARTS FOR INVENTORY	I 3780694-000-000	3/27/2018	1,654.70	
					Ξ		

	DOCKET		*			
NAME			NUMBER	DATE	AMOUNT	
CONSOLIDATED PIPE and SUP	241965 PARTS FOR 1	INVENTORY	I 3780694-000-000	3/27/2018	1,654.70	CON
CONSOLIDATED PIPE and SUP	241966 PARTS FOR 3	INVENTORY	I 3780694-001-000	3/23/2018	14.00	
CONSOLIDATED PIPE and SUP	241967 PARTS FOR I	INVENTORY	I 3780694-002-000	3/16/2018	212.00	
CONSOLIDATED PIPE and SUP	241968 WATER SUPPI	LIES	I 3780748-000-000	3/27/2018	1,072.50	
				Ξ		
DATAMATIC INC	241969 METER RDG N	MNTC 5/1/18-4/30/19	I SRV1803314	4/05/2018	7,079.56	
				2,336.25 4,743.31		
DAVID F. BOAN			I 201803095454	3/09/2018	84.00	
			201-00-00.531800 202-00-00.531800	28.00 56.00		
DAVID F. BOAN	241971 REGULAR MEH	ETING 3/22/2018	I 201803265462	3/26/2018	84.00	
			201-00-00.531800 202-00-00.531800	28.00 56.00		
DIAMONDHEAD HARDWARE LLC	241972 (CCTV) SWIN	VELS,CHAIN LINKS,	I A201488	4/03/2018	39.06	
	(CCTV) SV	VIVELS,CHAIN LINKS,	202-00-00.523500	39.06		
DIAMONDHEAD HARDWARE LLC				4/04/2018	80.29	
			202-00-00.563906	53.79		
DIAMONDHEAD HARDWARE LLC					9.03	
DIGITAL ENGINEERING	241975 GLEN EAGLE	PLAN REVIEW	I 728-1310-01	4/04/2018	2,573.75	
DMS MAIL MANAGEMENT INC	241976 (256) DELIN	NQ LETTERS 3/13/18	I 201877134-1612	3/19/2018	162.30	
DMS MATI, MANAGEMENT INC		-			2.742 15	
DIO PATI PANAGENENI INC	(4258) BI	ILLING STMTS 3/21/18	201-00-00.538100	904.91		
	(4258) BI	ILLING STMTS 3/21/18	202-00-00.538100	1,837.24		
	CONSOLIDATED PIPE and SUP CONSOLIDATED PIPE and SUP CONSOLIDATED PIPE and SUP CONSOLIDATED PIPE and SUP DATAMATIC INC DATAMATIC INC DAVID F. BOAN DAVID F. BOAN DIAMONDHEAD HARDWARE LLC DIAMONDHEAD HARDWARE LLC DIAMONDHEAD HARDWARE LLC DIAMONDHEAD HARDWARE LLC	CONSOLIDATED PIPE and SUP 241965 PARTS FOR 1 CONSOLIDATED PIPE and SUP 241966 PARTS FOR 1 CONSOLIDATED PIPE and SUP 241967 PARTS FOR 1 CONSOLIDATED PIPE and SUP 241968 WATER SUPPI DATAMATIC INC 241969 METER RDG N DAVID F. BOAN 241970 REGULAR MER DAVID F. BOAN 241971 REGULAR MER DAVID F. BOAN 241971 REGULAR MER REGULAR N REGULAR N DIAMONDHEAD HARDWARE LLC 241972 (CCTV) SWIV DIAMONDHEAD HARDWARE LLC 241973 CIP-MAINT F CIP-MAINT CIP-MAINT DIAMONDHEAD HARDWARE LLC 241974 CATE CABLE-CATE	CONSOLIDATED PIPE and SUP 241965 PARTS FOR INVENTORY CONSOLIDATED PIPE and SUP 241966 PARTS FOR INVENTORY CONSOLIDATED PIPE and SUP 241967 PARTS FOR INVENTORY CONSOLIDATED PIPE and SUP 241968 WATER SUPPLIES DATAMATIC INC 241969 METER RDG MNTC 5/1/18-4/30/1 METER RDG MNTC 5/1/18-4/30/1 METER RDG MNTC 5/1/18-4/30/1 DAVID F. BOAN 241970 REGULAR MEETING 3/8/2018 REGULAR MEETING 3/8/2018 REGULAR MEETING 3/8/2018 DAVID F. BOAN 241971 REGULAR MEETING 3/8/2018 DIAMONDHEAD HARDWARE LLC 241972 (CCTV) SMIVELS, CHAIN LINKS, (CCTV) SMIVELS, CHAIN LINKS, DIAMONDHEAD HARDWARE LLC 241973 CIP-MAINT BATHROOM SUPPLIES CIP-MAINT BATHROOM SUPPLIES CIF-MAINT BATHROOM SUPPLIES CIF-MAINT BATHROOM SUPPLIES CIF-MAINT BATHROOM SUPPLIES CIF-MAINT BATHROOM SUPPLIES CIF-MAINT BATHROOM SUPPLIES CATE CABLE-SECURITY CAMERAS CATE CABLE-SECURITY CAMERAS CATE CABLE PLAN REVIEW GLEN EAGLE PLAN REVIEW GLEN EAGLE PLAN REVIEW GLEN EAGLE PLAN REVIEW CIEN EAGLE	CONSOLIDATED PIPE and SUP241965 PARTS FOR INVENTORYI 3780694-000-000CONSOLIDATED PIPE and SUP241966 FARTS FOR INVENTORYI 3780694-002-000CONSOLIDATED PIPE and SUP241967 PARTS FOR INVENTORYI 3780694-002-000CONSOLIDATED PIPE and SUP241968 NATER SUPPLIESI 3780748-000-000CONSOLIDATED PIPE and SUP241968 NATER SUPPLIESI 3780748-000-000DATAMATIC INC241969 METER RDG MNTC 5/1/18-4/30/19I SRV1803314METER RDG MNTC 5/1/18-4/30/19I SRV1803314METER RDG MNTC 5/1/18-4/30/19201-00-00,538100DAVID F, BOAN241970 REGULAR MEETING 3/8/2018I 201803095454REGULAR MEETING 3/8/2018I 201803095454REGULAR MEETING 3/2/2018I 2018070600DIAMONDHEAD HARDWARE LLC241971 (CCTV) SWIVELS, CHAIN LINKS, I A201468CUTH-MAINT BATHROOM SUPPLIESI A201579CUTH-MAINT BATHROOM SUPPLIESI A201697CUTH-MAINT BATHROOM SUPPLIESI 201870700-00.53110	CONSOLIDATED FIFE and SUP 241965 PARTS FOR INVENTORY I 3780694-000-000 3/27/2018 CONSOLIDATED FIFE and SUP 241966 PARTS FOR INVENTORY I 3780694-001-000 3/23/2018 CONSOLIDATED FIFE and SUP 241966 PARTS FOR INVENTORY I 3780694-002-000 3/16/2018 CONSOLIDATED FIFE and SUP 241966 PARTS FOR INVENTORY I 3780694-002-000 3/27/2018 CONSOLIDATED FIFE and SUP 241968 PARTS FOR INVENTORY I 3780748-000-000 3/27/2018 CONSOLIDATED FIFE and SUP 241968 PARTS FOR INVENTORY I 3780748-000-000 3/27/2018 CONSOLIDATED FIFE and SUP 241969 PARTS FOR INVENTORY I 3780748-000-000 3/27/2018 DATAMATIC INC 241969 PARTS FOR INVENTORY I 3780748-000-000 3/27/2018 DATAMATIC INC 241969 PARTS FOR INVENTORY I 3780748-000-000 3/27/2018 DAVID Y, BOAN 241970 REGULAR MEETING 3/8/2018 I 20180305454 2/09/2018 REGULAR MEETING 3/22/2018 201-00-00.531800 56.00 DIAMONDHEAD HARDWARE LLC 241971 CUCY) SNIVELS, CHAIN LINKS, I 2018070-00.553900 3/26/2018 REGULAR MEETING 3/22/2018 I 2018072-00.553900 53.06 <td>CONSOLIDATED PIPE and SUP 241365 PARTS FOR INVENTORY I 3780694-000-000 3/2772018 1,634.73 CONSOLIDATED PIPE and SUP 241365 PARTS FOR INVENTORY I 3780694-000-000 3/23/2018 240.00 CONSOLIDATED PIPE and SUP 241367 PARTS FOR INVENTORY I 3780694-000-000 3/23/2018 240.00 CONSOLIDATED PIPE and SUP 241367 PARTS FOR INVENTORY I 3780694-000-000 3/27/2018 240.02 CONSOLIDATED PIPE and SUP 241366 PARTS FOR INVENTORY I 3780789-000-000 3/27/2018 1,072.50 CONSOLIDATED PIPE and SUP 241366 PARTS FOR INVENTORY I 3780789-000-000 3/27/2018 1,072.50 DATTD F. RON 241366 PARTER ROUMING 5/1/18-4/30/19 I SW1803314 4/05/2018 7,079.36 DATTD F. RON 241970 REGULAR MEETING 3/22/2018 I 2018039544 201.00 3/26/2018 84.00 LIAVUD F. BOAN 241371 REGULAR MEETING 3/22/2018 I 20180326542 3/26/2018 84.00 30.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00</td>	CONSOLIDATED PIPE and SUP 241365 PARTS FOR INVENTORY I 3780694-000-000 3/2772018 1,634.73 CONSOLIDATED PIPE and SUP 241365 PARTS FOR INVENTORY I 3780694-000-000 3/23/2018 240.00 CONSOLIDATED PIPE and SUP 241367 PARTS FOR INVENTORY I 3780694-000-000 3/23/2018 240.00 CONSOLIDATED PIPE and SUP 241367 PARTS FOR INVENTORY I 3780694-000-000 3/27/2018 240.02 CONSOLIDATED PIPE and SUP 241366 PARTS FOR INVENTORY I 3780789-000-000 3/27/2018 1,072.50 CONSOLIDATED PIPE and SUP 241366 PARTS FOR INVENTORY I 3780789-000-000 3/27/2018 1,072.50 DATTD F. RON 241366 PARTER ROUMING 5/1/18-4/30/19 I SW1803314 4/05/2018 7,079.36 DATTD F. RON 241970 REGULAR MEETING 3/22/2018 I 2018039544 201.00 3/26/2018 84.00 LIAVUD F. BOAN 241371 REGULAR MEETING 3/22/2018 I 20180326542 3/26/2018 84.00 30.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00 56.00

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DOCKET OF CLAIMS

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ENDOR		DOCKET		*	INVOICE	*
JMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
-1084	DUHON MACHINERY INC	241978 E	E45 BOBCAT W/ BUCKET	I 20107	3/22/2018	20,293.52
			E45 BOBCAT W/BUCKET	202-00-00.120204	13,529.01	
-0679	FUELMAN	241979 ((662.441gal) FUEL- FEB.2018	I NP52758660	3/05/2018	1,371.77
			(662.441gal) FUEL- FEB.2018	201-00-00.522210	452.68	
			(662.441gal) FUEL- FEB.2018	202-00-00.522210	919.09	
-0679	FUELMAN	241980 ((710.164gal) FUEL-MAR.2018	I NP52966770	4/02/2018	1,502.37
			(710.164gal) FUEL-MAR.2018	201-00-00.522210	495.78	
			(710.164gal) FUEL-MAR.2018	202-00-00.522210	1,006.59	
-0611	GILBERT TOSSO	241981 S	SAFETY BOOTS-GILBERT TOSSO	I 201803195460	3/19/2018	106.68
			SAFETY BOOTS-GILBERT TOSSO	201-00-00.514100	35.20	
			SAFETY BOOTS-GILBERT TOSSO	202-00-00.514100	71.48	
-0478	GRINER DRILLING SERVICE,	241982 W	VELL FLOW TESTS	I R-51101	3/21/2018	1,400.00
			WELL FLOW TESTS	201-00-00.538100	1,400.00	
-1120	JOHN KIRSCHENBAUM	241983 F	REGULAR MEETING 3/8/2018	I 201803095455	3/09/2018	84.00
			REGULAR MEETING 3/8/2018	201-00-00.531800	28.00	
			REGULAR MEETING 3/8/2018	202-00-00.531800	56.00	
-1120	JOHN KIRSCHENBAUM	241984 F	REGULAR MEETING 3/22/2018	I 201803265464	3/26/2018	84.00
			REGULAR MEETING 3/22/2018	201-00-00.531800	28.00	
			REGULAR MEETING 3/22/2018	202-00-00.531800	56.00	
-1121	KENNETH J. EDMONDS JR.	241985 F	REGULAR MEETING 3/22/2018	I 201803265463	3/26/2018	84.00
			REGULAR MEETING 3/22/2018	201-00-00.531800	28.00	
			REGULAR MEETING 3/22/2018	202-00-00.531800	56.00	
-0532	LOWES BUSINESS ACCOUNT	241986 F	RETURN SOAP DISH	C 2028053	4/06/2018	10.07CR
			RETURN SOAP DISH	201-00-00.563906	3.32CR	
			RETURN SOAP DISH	202-00-00.563906	6.75CR	
-0532	LOWES BUSINESS ACCOUNT	241987 F	RETURN FITTINGS	C 2028209	4/06/2018	6.84CR
			RETURN FITTINGS	201-00-00.563906	2.26CR	
			RETURN FITTINGS	202-00-00.563906	4.58CR	
-0532	LOWES BUSINESS ACCOUNT	241988 M	MATERIALS FOR BATHROOM	I 3264679,3269385,32	4/02/2018	2,138.22
			MATERIALS FOR BATHROOM	201-00-00.563906	705.61	
			MATERIALS FOR BATHROOM	202-00-00.563906	1,432.61	
-0532	LOWES BUSINESS ACCOUNT	241989 C	CIP-BATHROOM/PVC,FITTINGS,	I 9026618	4/06/2018	226.72
			CIP-BATHROOM/PVC,FITTINGS,	201-00-00.563906	74.82	
			CIP-BATHROOM/PVC,FITTINGS,	202-00-00.563906	151.90	
-0131	MICRO METHODS LABORATORY	241990 W	WTP PERMIT TESTS	I 1803199-565	3/23/2018	2,146.00
			WWTP PERMIT TESTS	202-00-00.538600	2,146.00	
-0074	MS RURAL WATER ASSOC	241991 0	CERTIFIED OFFICE EXAM-WILSON	I 201804035478	4/03/2018	50.00
			CERTIFIED OFFICE EXAM-WILSON	201-00-00.515200	16.50	
			CERTIFIED OFFICE EXAM-WILSON	202-00-00.515200	33.50	

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VENDOR NUMBER	NAME	DOCKET NUMBER		*NUMBER	DATE	AMOUNT
01-0071	MS UTILITIES SUPPLY	241992	WELL#1/WWTP SUPPLIES	I 0594362	3/14/2018	1,393.49
01-0071	MS UTILITIES SUPPLY	241993	WATER SUPPLIES	I 0595498	3/28/2018	2,981.36
01-0071	MS UTILITIES SUPPLY	241994	SEWER SUPPLIES	I 0595503	3/19/2018	146.29
					≣	
01-0071	MS UTILITIES SUPPLY	241995	WWTP: PVC,CPLGS,TEES,ADAPTRS WWTP: PVC,CPLGS,TEES,ADAPTRS		3/30/2018 125.96	125.96
01-0087	OFFICE DEPOT	241996		I 115635719001 201-00-00.521100	3/14/2018 30.44	30.44
01-0087	OFFICE DEPOT	241997	OFFICE SUPPLIES 375923-BLUE PENS 324396-COPY HOLDER 486108-MOUSE PAD 326178-COPY HOLDER	I 115635757001 202-00-00.521100 202-00-00.521100 202-00-00.521100 202-00-00.521100	3/14/2018 12.95 9.99 11.89 6.79	41.62
01-0087	OFFICE DEPOT	241998	OFFICE SUPPLIES 513776-COPY HOLDER	I 115635758001 202-00-00.521100	3/14/2018 24.63	24.63
01-0087	OFFICE DEPOT	241999	POSTITS, ENVELOPE, CLIPS, USB, TIS POSTITS, ENVELOPE, CLIPS, USB, TI POSTITS, ENVELOPE, CLIPS, USB, TI	IS 201-00-00.521100	26.76	81.08
01-0087	OFFICE DEPOT	242000	SMALL BINDER CLIPS SMALL BINDER CLIPS SMALL BINDER CLIPS	201-00-00.521100	1.16	3.50
01-0087	OFFICE DEPOT	242001	<pre>(4)#10 WIN SEC ENVELOPES (4)#10 WIN SEC ENVELOPES (4)#10 WIN SEC ENVELOPES</pre>		27.44	83.16
01-0276	PITNEY BOWES PURCHASE POW	242002	REPLENISH POSTAGE METER REPLENISH POSTAGE METER REPLENISH POSTAGE METER	201-00-00.521100	82.50	250.00
01-0969	REGIONS CORPORATE TRUST S	242003	BOND NOTE - APRIL,2018 BOND NOTE - APRIL,2018			80,629.17

/ENDOR		DOCKET	*	THVOICE		
NUMBER	NAME	NUMBER COMMENT	NUMBER	DATE	AMOUNT	
)1-0969	REGIONS CORPORATE TRUST S	242003 BOND NOTE - APRIL,2018	I 201804025474	4/02/2018	80,629.17	CON
		BOND NOTE - APRIL,2018	202-00-00.101109	54,021.54		
)1-1123	ROBERT F. REDD	242004 REGULAR MEETING 3/8/2018	I 201803095453	3/09/2018	84.00	
		REGULAR MEETING 3/8/2018	201-00-00.531800	28.00		
		REGULAR MEETING 3/8/2018	202-00-00.531800	56.00		
)1-1123	ROBERT F. REDD	242005 REGULAR MEETING 3/22/2018	I 201803265466	3/26/2018	84.00	
		REGULAR MEETING 3/22/2018	201-00-00.531800	28.00		
		REGULAR MEETING 3/22/2018	202-00-00.531800	56.00		
01-0720	SHI INTERNATIONAL CORP.	242006 PO#8521 - CREDIT MEMO	C CR-374963	3/01/2018	259.13CF	ર
		PO#8521 - CREDIT MEMO	202-00-00.563905	259.13CF	R	
)1-0720	SHI INTERNATIONAL CORP.	242007 AVG ANTIVIRUS, MICROSOFT	I B07853449	2/28/2018	451.97	
				=		
)1-1130	SOCIETY FOR HUMAN RESOURC	242008 1YR MEMBERSHIP-WILSON	I 201803265468	3/26/2018	209.00	
		1YR MEMBERSHIP-WILSON				
		1YR MEMBERSHIP-WILSON	202-00-00.541400	140.03		
01-0247	SOUTH MS BUSINESS MACHINE	242009 COPIER MNTC-APRIL;OVRG-MARCH	I AR321463	3/30/2018	44.49	
		COPIER MNTC-APRIL;OVRG-MAR	CH 201-00-00.521100	14.68		
		COPIER MNTC-APRIL;OVRG-MAR	CH 202-00-00.521100	29.81		
01-0731	STAGE CLEANING SERVICES L	242010 JANITORIAL SERVICE-APRIL,201	8 I 2587	4/04/2018	397.25	
		JANITORIAL SERVICE-APRIL,2				
		JANITORIAL SERVICE-APRIL,2	018 202-00-00.538100	266.16		
01-0037	TYLER TECHNOLOGIES INCOD	242011 INCODE NETWRK SUPP 5/1-4/30/			804.07	
		INCODE NETWRK SUPP 5/1-4/3				
		INCODE NETWRK SUPP 5/1-4/3	0/19 202-00-00.537300	538.73		
01-0404	UPS	242012 SHIPPING HANDHELD TO DATAMAT	TC I 000096AY10128	3/24/2018	13.51	
		SHIPPING HANDHELD TO DATAM	MATIC 201-00-00.521100	4.46		
		SHIPPING HANDHELD TO DATAM	ATIC 202-00-00.521100	9.05		
01-0107	USA BLUE BOOK	242013 PLANT & MAINT SUPPLIES	I 510716	3/07/2018	1,334.58	
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DOCKET	OF	CLAIMS

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/ENDOR		DOCKET		*	INVOICE	*	
JUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT	
01-0107	USA BLUE BOOK	242014	PLANT & MAINT SUPPLIES	I 511416	3/07/2018	792.04	CONT
01-0107	USA BLUE BOOK	242015	PLANT & MAINT SUPPLIES	I 516554	3/13/2018	17.99	
)1-0107	USA BLUE BOOK	242016	PLANT & MAINT SUPPLIES	I 519576	3/16/2018	4.89	
01-0107	USA BLUE BOOK	242017	NITRILE GLOVES, PVC GLOVES NITRILE GLOVES, PVC GLOVES NITRILE GLOVES, PVC GLOVES	201-00-00.514100	3/23/2018 37.12 75.36	112.48	
01-0107	USA BLUE BOOK	242018	PLANT & MAINT SUPPLIES	I 528989	3/27/2018	79.90	
01-1047	VOICENATION LLC	242019	ANSWERING SERVICE-APRIL 2018 ANSWERING SERVICE-APRIL 2018 ANSWERING SERVICE-APRIL 2018	201-00-00.537300	4/01/2018 67.68 137.42	205.10	
01-0522	VULCAN CONSTRUCTION MATER	242020	LIMESTONE BASE LIMESTONE 610 BASE LIMESTONE 610	I 50408446 201-00-00.523500 202-00-00.523500	3/20/2018 285.65 579.71	865.36	
01-0110	WASTE MANAGEMENT OF SOUTH	242021	GARBAGE PICKUP - APRIL,2018 GARBAGE PICKUP - APRIL,2018 GARBAGE PICKUP - APRIL,2018	201-00-00.537300	3/29/2018 66.66 135.34	202.00	
)1-0147	WATER and WASTE SPECIALIS	242022	CHLORINE/FLUORIDE	I 20862	3/28/2018	1,620.56	
					TOTAL =	148,184.98	-

4-06-201	8 08:16 AM	UNAPPROVED	DOCKET OF CLAIMS			PAGE:
VENDOR		DOCKET		*	INVOICE	*
NUMBER	NAME	NUMBER	COMMENT	NUMBER	DATE	AMOUNT
01-1114	MAGNOLIA CONSTRUCTION COM	241940 LIFI	STATION CONSTR-2/9-3/9/18	3 I 6	3/13/2018	399,599.39
		LI	IFT STATION CONSTR-2/9-3/9/	18 203-00-00.651010	292,187.64	
		LI	IFT STATION CONSTR-2/9-3/9/	18 203-00-00.654010	40,823.78	
		LI	IFT STATION CONSTR-2/9-3/9/	18 202-00-00.563904	66,587.97	
					TOTAL =	399,599.39
					================	

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ON AGENDA FOR APPROVAL

Diamondhead Water & Sewer District Treasurer's Report 03/31/2018

Pending FEMA Proceeds DWSD Bank Accounts:	\$	6,638,907.60
FEMA/Non-Interest	\$	_
Bond Payments	\$	412,359.27
Bond Reserve Fund	ې \$	970,166.70
	•	
Customer Deposits	\$	519,966.56
0&M	\$	1,924,570.01
Bond Proceeds	\$	-
Reserve	\$	243,525.06
Emergency Reserve Fund	\$	600,922.33
CIP	\$	8,214,475.56
Grand Total	\$	19,524,893.09
Allocated Funds:		
Pending FEMA Proceeds	\$	6,638,907.60
FEMA/Non-Interest	\$	-
Bond Payments	\$	412,359.27
Bond Reserve Fund	\$	970,166.70
Customer Deposits	\$	519,966.56
Allocated Subtotal:	\$	8,541,400.13
Grand Total	\$	19,524,893.09
Allocated Subtotal	\$	(8,541,400.13)
Total Available:	\$	10,983,492.96
Total Available	\$	10,983,492.96
	-	
Principal Debt Balance	\$	11,340,000.00

BUDGET vs ACTUAL

Month Ending 3/31/2018

	ľ	VIC	onth Ending	3/3	51/2018				
	Total Annual Budget	1	Total Monthly Budget	To	al Year-to-Date Actual	т	otal Monthly Actual	% Spent	% Remaining
Water/Sewer Revenues	\$ 3,770,000.00	\$	314,166.67	\$	1,738,536.34	\$	318,647.96	46%	54%
Water Service Fees	\$ 39,000.00	\$	3,250.00	\$	18,710.03	\$	3,569.64	48%	52%
Water/Sewer Taps	\$ 13,800.00	\$	1,150.00	\$	8,500.00	\$	(600.00)	62%	38%
Total OPR Revenues:	\$ 3,822,800.00	\$	318,566.67	\$	1,765,746.37	\$	321,617.60	46%	54%
Non-OPR Revenues:	\$ -	\$	-	\$	11,037.97	\$	25.34	0%	0%
Total All Revenues:	\$ 3,822,800.00	\$	318,566.67	\$	1,776,784.34	\$	321,642.94	46%	54%
Wages	\$ 1,001,420.00	\$	83,451.67	\$	426,605.90	\$	71,913.37	43%	57%
401K Contributions	\$ 65,122.00	\$	5,426.83	\$	31,162.15	\$	6,107.66	48%	52%
Uniforms	\$ 12,000.00	\$	1,000.00	\$	2,599.91	\$	417.67	22%	78%
Training	\$ 5,000.00	\$	416.67	\$	1,118.53	\$	321.53	22%	78%
Employee Insurance	\$ 331,332.00	\$	27,611.00	\$	157,213.14	\$	23,548.67	47%	53%
Unemployment	\$ 3,080.00	\$	256.67	\$	2,219.75	\$	2,191.66	72%	28%
Payroll Taxes	\$ 76,609.00	\$	6,384.08	\$	33,704.28	\$	6,895.55	44%	56%
Office Expense	\$ 17,000.00	\$	1,416.67	\$	4,654.73	\$	1,009.41	27%	73%
Office Equipment	\$ 11,000.00	\$	916.67	\$	283.48	\$	197.99	3%	97%
Vehicle Expense	\$ 36,000.00	\$	3,000.00	\$	9,285.36	\$	938.14	26%	74%
Field Supplies	\$ 90,000.00	\$	7,500.00	\$	16,570.51	\$	10,199.74	18%	82%
Field Equipment	\$ 25,000.00	\$	2,083.33	\$	690.12	\$	396.13	3%	97%
Legal Services	\$ 60,000.00	\$	5,000.00	\$	19,120.97	\$	1,900.00	32%	68%
Professional Services	\$ 189,800.00	\$	15,816.67	\$	111,658.75	\$	15,500.00	59%	41%
Commissioner Services	\$ 10,942.00	\$	911.83	\$	4,368.00	\$	1,092.00	40%	60%
Travel	\$ 3,000.00	\$	250.00	\$	-	\$	-	0%	100%
Insurance Premiums	\$ 120,000.00	\$	10,000.00	\$	137,575.83	\$	791.69	115%	-15%
Utilities	\$ 265,000.00	\$	22,083.33	\$	127,227.99	\$	22,825.53	48%	52%
Repairs & Maintenance	\$ 20,000.00	\$	1,666.67	\$	1,985.96	\$	295.00	10%	90%
Outside Services	\$ 84,000.00	\$	7,000.00	\$	27,364.44	\$	2,584.55	33%	67%
Lab, Chemicals & Testing	\$ 65,000.00	\$	5,416.67	\$	16,428.40	\$	6,269.05	25%	75%
Equipment Rental	\$ 12,000.00	\$	1,000.00	\$	3,310.14	\$	486.36	28%	72%
Fees/Dues	\$ 10,000.00	\$	833.33	\$	1,039.00	\$	209.00	10%	90%
Bond Interest Expense	\$ 371,325.00	\$	30,943.75	\$	158,375.00	\$	-	43%	57%
Total Expenses:	\$ 2,884,630.00	\$	240,385.83	\$	1,294,562.34	\$	176,090.70	45%	55%
Revenues - Expenses:	\$ 938,170.00	\$	78,180.83	\$	482,222.00	\$	145,552.24		
				r —		r	ı		

	Bond Principal Note	\$	585,000.00	\$	48,750.00	\$	585,000.00	\$	-	100%	0%
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	Ν	/lor	nth Ending	3/3	31/2018				
	CIP Annual Budget	(CIP Monthly Budget	CIF	Year-to-Date Actual	P Monthly Actual	% Spent	% Remaining	
Fire Hydrants-System Imprvmt	\$ 37,500.00	\$	3,125.00	\$	1,330.00	\$ 1,330.00	4%	96%	
Well #3 Chlorine Imprvmts.	\$ 55,000.00	\$	4,583.33	\$	-	\$ -	0%	100%	
Radio Read Meters	\$ 1,000,000.00	\$	83,333.33	\$	-	\$ -	0%	100%	
l&I System Improvements	\$ 200,000.00	\$	16,666.67	\$	-	\$ -	0%	100%	
I&I CCTV Software/Cradle	\$ 30,000.00	\$	2,500.00	\$	34,640.00	\$ -	115%	-15%	
Lift Station Repairs (9)	\$ 2,000,000.00	\$	166,666.67	\$	51,120.24	\$ -	3%	97%	
Scada Upgrades	\$ 100,000.00	\$	8,333.33	\$	25,885.26	\$ 1,639.13	26%	74%	
Sewer Expansion (2016/2017)	\$ -	\$	-	\$	2,497.70	\$ -	0%	0%	Last FY Budg
Maintenance Restroom	\$ 10,000.00	\$	833.33	\$	-	\$ -	0%	100%	
Maintenance Shop Lean Too	\$ 15,000.00	\$	1,250.00	\$	2,705.72	\$ -	18%	82%	
Door Awnings@Shop/Admin	\$ 2,200.00	\$	183.33	\$	-	\$ -	0%	100%	
Subtotal	\$ 3,449,700.00	\$	287,475.00	\$	118,178.92	\$ 2,969.13			_
Water Tower	\$ 70,000.00	\$	5,833.33	\$	-	\$ -	0%	100%	
Equipment Purchase	\$ 48,000.00	\$	4,000.00	\$	23,124.40	\$ -	48%	52%	
Truck Purchase	\$ 82,000.00	\$	6,833.33	\$	-	\$ -	0%	100%	
Subtotal	\$ 200,000.00	\$	16,666.67	\$	23,124.40	\$ -			
Total CIP:	\$ 3,649,700.00	\$	304,141.67	\$	141,303.32	\$ 2,969.13	4%	96%	

CIP BUDGET vs ACTUAL (non-FEMA)

	A	Annual Budget	YTD in Bank	
Previous Year:				
Tower Reserve	\$	140,000.00	\$ 140,000.00	
Equipment Purchase	\$	20,000.00	\$ 20,000.00	
Truck Purchase	\$	80,000.00	\$ 46,304.43	
+Interest			\$ 237.92	
Beginning Account Balance			\$ 206,542.35	
Current Year:				
Tower Reserve	\$	70,000.00	\$ 35,000.00	
Equipment Purchase	\$	10,000.00	\$ (18,124.40)	(tractor,trailer)
Truck Purchase	\$	40,000.00	\$ 20,000.00	
Total	\$	120,000.00	\$ 36,875.60	
		+ Interest	\$ 107.11	
		Reserve Acct.	\$ 243,525.06	

PUBLIC ASSISTANCE BUDGET vs ACTUAL (FEMA)

Month Ending 3/31/2018

	Beginning Budget	, ,	Year-to-Date Actual	Мо	onthly Actual %	% Spent	% Remaining
Bond Proceeds Cash@10/1/17	\$-						
Plus Interest Income	\$-						
Less Funds Spent:							
WWTP - PW11240		\$	1,238,263.40	\$	6,750.00		
LS REPAIRS - PW8429		\$	884,671.23	\$	248,310.21		
LS #13 - PW11247		\$	231,535.09	\$	1,106.16		
LS #1 & #27 - PW11280		\$	451,702.30	\$	42,916.71		

-

 Total Public Assistance:
 \$
 2,806,172.02
 \$
 299,083.08

Balance to Spend: \$

100% Construction being advanced from FEMA on all PWs.

Dedicated to People Flow KO

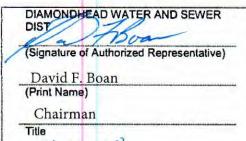


Purchaser ("Purchaser"): DIAMONDHEAD WATER AND SEWER DIST 4425 PARK TEN DR

Service Location ("Premises"): DIAMONDHEAD WATER AND SEWER DIST 4425 PARK TEN DR DIAMONDHEAD, Mississippi 39525 DIAMONDHEAD, Mississippi 39525

KONE Inc. ("KONE") Mobile 5252 2A Halls Mill Road Mobile, AL 36619

KONE Care™ Plus Extended Warranty for Vertical Transportation ("Agreement")



Respectfully submitted,

Kerry Dupree KONE Inc.

(Approved by) Authorized Representative

Title

Date

EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydra	ulic	MF	SĽ.	Geared	Traction	Gearless	Traction	Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
KONE			1								

TENDER DATE: 03/19/2018

Date

PRICE

\$325.00 per month payable by Purchaser annually in advance (\$3,900.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

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EFFECTIVE DATE: 04/20/2018

Payment Option	Surcharga	Revised Monthly Price	Acceptance
Semi-Annual in	2%	\$ 331.50 per	
advance payment	Increase	month	
Quarterly in advance	3%	\$ 334,75 per	
payment	Increase	month	
Monthly in advance	4%	\$ 338.00 per	
payment	increase	month	

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain,

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adjust, and lubricate the components listed below. In addition, unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

ROPES

Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counterbalancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

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SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for relamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above, Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. (Only by DWSD General Manager or designee)

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

TESTS

KONE will perform the following tests on the Equipment. KONE is not liable for any property damage or personal injury, including death, resulting from any test. (Unless said property damage or personal injury including death is caused by KONE's gross Negligence)

TRACTION ELEVATOR

An annual no load test as required by applicable code.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance access of the

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Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes(required by State or Federal Law as of 3/2018); perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

Notwithstanding anything contained to the contrary in this Agreement, KONE's scope of services shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of services without an applicable proposal to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform services in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during the performance of services before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that the areas where KONE will perform its services at all times meet applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its services in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its services shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the asbestos has been abated from the areas where KONE will perform its services and air clearance reports shall be made available upon request prior to the start of KONE's services.

Nothing contained within this agreement shall be construed or

Diamondhead Water and Sewer Rev 10 10/15/15 interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

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REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period ofFIVE (5) years. This Agreement will thereafter automatically renew for successive terms ofONE (1) year. Either party may terminate this Agreement at the end of the initialFIVE (5) yearterm or at the end of any subsequentONE (1) yearterm by giving the other party no less than ninety (90)

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days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the nonbreaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorreys' fees.

ASSIGNMENT (Assignment by KONE shall require prior approval by DWSD Said approval shall not be withheld)

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser. (MAX 5 %)

PAYMENT TERMS

Payment is due net (Forty Five days (45) from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

INDEMNIFICATION

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

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LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement. KONE's total liability to Purchaser under the Agreement is limited to \$1.000.000.00.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

KONE will provide Purchaser with a copy of its standard certificate of insurance.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond KONE's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

PROPERTY RIGHTS

KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

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CUSTOMER INFORMATION

Who is the Agreement with?							
Legal Name of the Company: Diamondhe	ead Water and Sewer District						
Address: 4475 Park Ten Drive							
City: Diamondhead	State: MS	Zip: 39525					
Contact Name: Toni F. Wilson	Title: Comptroller						
Phone: 228-255-5813 x.224	Fax: 228-255-584	0					
Is the Owner tax exempt? 🔀 Yes (If Yes,	provide the Tax Exemption Co	ertificate.) 🔲 No					
Federal Tax ID #: 64-0783398							
Where should the involces be sent?							
Legal Name of the Company: same							
Attention: Toni F. Wilson							
Address: 4425 Park Ten Drive							
City: Diamondhead	State: MS	Zip: 39525					
Contact Name: Toni F. Wilson	Title: Comptroller						
Phone: 228-255-5813 x.224	Fax: 228-255-584	0					
Federal Tax ID #: 64-0783398	Email: twilson@d	Email: twilson@dwsd.us					
		~					

Who will be responsible for paying the	invoices?	
Legal Name of the Company: same		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal Tax ID #:	Email:	

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Seasonal General Laborer

Diamondhead Water & Sewer District seeks Seasonal General Laborers for Summer 2018. Must possess valid MS driver's license, reliable transportation, ability to perform various manual tasks and follow directions, ability to occasionally work independently. Salary: \$13.38 hr, no benefits. EOE. Application is available at <u>www.dwsd.us</u>, or can be picked up at 4425 Park Ten Drive, Diamondhead.