DIAMONDHEAD WATER AND SEWER DISTRICT
REGULAR MEETING MINUTES
March 9, 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 Dick Nolan; and Commissioner David Malley.

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 L'Ecuyer, second by Commissioner Malley to amend agenda to add Item 10.1, a motion to rescind the Resolution to the City of Diamondhead for assistance with the sewer tap installation at Live Oak Drive.***

5. **Public Comments.** None.

6. **GM's Report.**

6.1. WWTP Construction Project.

6.1.A. Contractor's Progress Report for February.
1. Completed installation of Diffusers in Sludge Tanks.
2. Completed installation of Stairs and Grating on Clarifiers and UV.
3. Continued installation of HVAC, Lights, Interior Finishes, and Ceiling Tile in the Control Building.
4. Completed installation of Water Mains, Backflow Assembly, and Fire Hydrants.
5. Completed installation and tested force mains from Headworks to Noma Drive.
6. Completed pressure test on Water Mains and pulled sample for Bac-T test.
7. Continued Electrical to Headworks, Sludge Tanks, Clarifiers, Effluent Pump Station, and Blowers.
8. Continued installation of Electrical & Instrumentation in the Control Building, Headworks, Sludge Tanks, Clarifiers, and Effluent Pump Station.
9. Continued installation of Tile Flooring and Walls in Control Building.
10. Initiated Grading for Roads and density test for Base.
11. Initiated Sidewalk installation.

6.1.B. **MEMA.**
The next MEMA meeting is scheduled for March 16, 2017 @ 9:00 am.

6.1.C. **April Progress Meeting.**
The WWTP Monthly Progress Meeting is scheduled for Tuesday, April 4, 2017.

6.2. Lift Station Repair & Mitigation.

100% Construction Plans were submitted on March 3, 2017. A set of plans and specifications have been sent to MEMA for review and approval.

6.3. Agenda Items 11.1. & 11.2. are motions to approve employees attending Coast Chlorinator Training for Water CEU credits and MS 811 Damage Prevention. Final decision regarding attendance will be at the discretion of the Director of Operations in relation to the work schedule the day of the training. The Board will be advised via email the names of the employees attending each training session.

6.4. Agenda Item 11.3. is a motion to approve the installation of two(2) insertion valves in the commercial area of the City. The budget amount for this project is $12,500.

6.5. Agenda Item 11.4. is a motion to approve a State Contract Price for a postage meter from Pitney Bowes. A smaller meter will be used resulting in a net savings to the District.

6.6. Agenda Item 11.5. is for the annual inspection of the water tower.

6.6. Agenda Item 11.6. is a request to MEMA to increase interim Funding from 90% to 95% for Project worksheet 11240. This will allow MEMA to keep advance funding until the construction project reaches 95%. The remaining 5% will not be reimbursed until this project worksheet closes out.

6.7. OIG Audit.
The District is continuing to provide requested information to the OIG.

7. Minutes.

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

8. Construction Projects.

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

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

9. Financial Motions.

9.1. Motion by Commissioner Boan, second by Commissioner L'Ecuyer to approve the Docket of Claims. Motion carried unanimously. (Attachment B)
Report by Secretary/ Treasurer - Mr. David Boan.
9.2. Treasurer's Report 02/28/2017. (Attachment C)
9.3. Revenue & Expense Summary Report 02/28/2017. (Attachment D)

10. Old Business.

NOTE: Commissioner Schafer recused himself from discussion of Item 10.1.

10.1. Motion by Commissioner L'Ecuyer, second by Commissioner Nolan to rescind Resolution dated November 8, 2016 requesting assistance from the City of Diamondhead on construction of a 8" sanitary sewer line at Live Oak Drive. Motion carried unanimously. (Mayor Schafer recused himself.)

11. **New Business / Discussion Item.**

11.1. Motion by Commissioner Malley, second by Commissioner L'Ecuyer to approve employee attendance at the 25th Annual Training Workshop at Coast Chlorinator in Biloxi on Thursday, April 13, 2017 at no cost to the District. Motion carried unanimously. (Attachment E).

11.2. Motion by Commissioner Schafer, second by Commissioner Boan to approve employee attendance at the MS 811 Damage Prevention Training at Coast EPA Building, Kiln on Wednesday, March 22, 2017 at no cost to the District. Motion carried unanimously. (Attachment F).

11.3. Motion by Commissioner Nolan, second by Commissioner Boan to approve (1) 6" and (1) 8" insertion valve and installation from the low quote of Consolidated Pipe & Supply Company, Inc. in the amount of $10,600.00. Motion carried unanimously. (Attachment G).

11.4. Motion by Commissioner Boan, second by Commissioner Schafer to approve contract with Pitney Bowes for postage meter rental for 5 years in the amount of $59.32 per month. Motion carried unanimously. (Attachment H).

11.5. Motion by Commissioner Nolan, second by Commissioner Schafer to approve the low quote for annual Water Tower Inspection from Southern Corrosion in the amount of $800.00. Motion carried unanimously. (Attachment I).

11.6. Motion by Commissioner Nolan, second by Commissioner Schafer to request from Mississippi Emergency Management Agency an Increase in Interim Funding from 90% to 95% for Project Worksheet 11240. Motion carried unanimously. (Attachment J).

11.7. Discussion/Possible Action – Live Oak Drive PH II Utility work.
General Manager reviewed various options previously presented to the Board for consideration. No action taken by the Board.

Mike Smith, Owner of Red Zone expressed his concern regarding costs he might incur resulting from changes in the scope of utilities provided on Live Oak Drive.

12. Next meeting.

The next meeting of the Board of Commissioners is scheduled for March 23, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

12.1. Attorney updated the Board on the status of the City's request to insert a flyer into our billing statements. There are four (4) outstanding items from the City:

(1) A formal written request from the City.
(2) Costs associated for the request and payment details.
(3) DWSD approval of the content to be inserted.
(4) Timely submittal of the approved flyer to our provider.

13. Adjournment @ 6:39pm. ***Motion by Commissioner Schafer, second by Commissioner Malley to adjourn. Motion carried unanimously.***

Chairman

23 MAR 17
Date

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

PRESENT: Chairman Tink L'Ecuyer; Secretary/Treasurer David Boan; Commissioner Dick Nolan; and Commissioner David Malley. Note: Commissioner Malley arrived at 6:10pm.

ABSENT: Vice-Chairman Thomas Schafer.

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 Nolan, secand by Commissioner Boan to approve the agenda. Motion carried unanimously.***

5. **Public Comments.** None.

6. **GM's Report.**

6.1. WWTP Construction Project.

WWTP	91% actual completion compared to scheduled completion estimate of 85%.
Outfall	100% actual completion compared to scheduled completion of 100%.
Overall Project	90% actual completion compared to scheduled completion estimate of 85%.

The following are represented as 100% complete:
(a) Duct Banks;
(b) Storage Building;
(c) Activated Sludge Tank Nos. 1 & 2;
(d) Clarifier Splitter Box;
(e) Clarifiers Nos. 1 & 2;
(f) RAS/WAS Pump Station;
(g) Digester Nos. 1 & 2;
(h) Sludge Drying Beds;
(i) Outfall Line.

All other features, with the exception of the Control Building, are tracking on or ahead of schedule.

The overall Plant Work is tracking about 6% ahead of the Baseline Schedule.

6.1.A. Contractors.

(1) Volkert invoice in the amount of $38,916.49.
(2) Linfield, Hunter & Junius invoice in the amount of $13,012.45.

(3) Max Foote Construction Co. Pay Request No. 13 in the amount of $314,049.24.

6.1.B. WWTF Insurance.

MEMA meeting was today and the insurance requirements for new WWTP Control Building and Storage Building were discussed and the process of working with Betz Rosetti & Associates Inc. for estimates has begun.

6.1.C. WWTF Progress Meeting.

The next WWTP Monthly Progress Meeting is scheduled for March 7, 2017 @ 1:00 pm.

6.2. Lift Station Repair & Mitigation.

(A)100% Construction Plans are due on March 3, 2017 with the exception of the Electrical drawings which will follow shortly after. Tentative date for advertisement to bid is March 3, 2017.

(B)Digital Engineering Invoice in the amount of $31,937.50.

6.3. Agenda Item 11.1. is a motion to approve Insurance Proposal as presented to the Board at the February 9, 2017 Board meeting.

6.4. Agenda Item 11.2. is a motion to approve 2015-2016 Fiscal Audit as presented to the Board at the February 9, 2017 Board meeting.

6.5. Discussion Item 11.4. is to discuss the three options available for the utility work on Live Oak Drive.

6.6. Discussion Item 11.5. is for the Commissioner's to provide recommendations to Legal for draft procedure or procedures to be written.

7. Minutes.

7.1. A. ***Motion by Commissioner Nolan, second by Commissioner Boan to approve the Minutes for the Regular Meeting held on February 9, 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 Boan, second by Commissioner Nolan to approve Invoice No.15 from Volkert Inc. for special services in the amount of $38,916.49 for time

period January 21, 2017 to Februory 10,2017. Motion carried unanimously. (Attachment B).

8.1.B. Motion by Commissioner Boan, second by Commissioner Nolan to approve Invoice LHJ 23209 (17) from Linfield, Hunter & Junius, Inc. for Project Management Services in the amount of $13,012.45 for period of January 22, 2017 to February 11, 2017. Motion carried unanimously. (Attachment C).

8.1.C. Motion by Commissioner Nolan, second by Commissioner Boan to approve Pay Request No.13 from Max Foote Construction Co. in the amount of $314,049.24 for construction work completed January 21, 2017 to February 16, 2017. Motion carried unanimously. (Attachment D).

8.2. **Lift Station Repair and Mitigation** (PW8429, PW11280 and PW11247).
Update in GM's Report.

8.2.A. Motion by Commissioner Nolan, second by Commissioner Boan to approve Pay Request No.6 from Digital Engineering for engineering services in the amount of $31,937.50 for the period of January 22, 2017 to February 11, 2017. Motion carried unanimously. (Attachment E).

9. Financial Motions.

9.1. Motion by Commissioner Boan, second by Commissioner Nolan to approve the Docket of Claims. Motion carried unanimously. (Attachment F).
Unapproved Docket of Claims. (Attachment G)
(Approved by Board Motions on this agenda)

10. Old Business. None.

11. New Business.

11.1. Motion by Commissioner Nolan, second by Commissioner Boan to approve the 2017-2018 Commercial Insurance Policy proposal to Betz Rosetti & Associates in the amount of $91,015.75 and to authorize Chairman to execute same. Motion carried unanimously. (Attachment H).

11.2. Motion by Commissioner Boan, second by Commissioner Malley to accept the 2015-2016 Fiscal Audit for year ending 9/30/2016. Motion carried unanimously.

11.3. Motion by Commissioner Boan, second by Commissioner L'Ecuyer to approve the request to destroy District records in accordance with the State of Mississippi Records Retention Schedule. Motion carried unanimously. (Attachment I).

11.4. Live Oak Drive (Phase II).
The Board discussed planned utility work for Live Oak Drive Phase II and the options available to the District. No action taken.

11.5. Sick/Vacation Leave Policies.
Pursuant to the auditor's recommendation, the Board discussed the need for revising the existing leave policies to include a cap. No action taken.

12. ***Motion by Commissioner Nolan, second by Commissioner Boan to enter closed session to discuss the need to enter into executive session regarding a personnel matter. Motion carried unanimously.***

Motion by Commissioner Malley, second by Commissioner Boan to go into executive session to discuss personnel issues. Motion carried unanimously.

Motion by Commissioner Boan, second by Commissioner Nolan to go back into regular session. Motion carried unanimously.

District Counsel reported that no action was taken in Executive Session.

13. **Next meeting.**

The next meeting of the Board of Commissioners is scheduled for March 9, 2017 at 6:00PM at Diamondhead City Hall, 5000 Diamondhead Circle, Diamondhead, MS.

14. **Adjournment @ 6:46pm.** ***Motion by Commissioner Nolan, second by Commissioner Malley. Motion carried unanimously.***

DIAMONDHEAD WATER AND SEWER DISTRICT OFFICIAL SEAL MISSISSIPPI

Chairman

3/9/17
Date

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-0959	BATTERIES PLUS	240990	APC BATTERY BACKUP-WELL	I 864-232969	2/21/2017	101.80
			(4)BATTERY BACKUPS	201-00-00.523500	79.80	
			SHIPPING/HANDLING	201-00-00.523500	22.00	
01-0024	BREAUX SERVICES INC	240991	SLUDGE TRAILER RENT-MAR'17	I 23761	3/03/2017	450.00
			SLUDGE TRAILER RENT-MAR'17	201-00-00.539100	150.00	
			SLUDGE TRAILER RENT-MAR'17	202-00-00.539100	300.00	
01-0034	C SPIRE WIRELESS	240992	CELL PHONES - FEB.2017	I 201703025104	2/28/2017	344.58
			CELL PHONES - FEB.2017	201-00-00.537300	114.86	
			CELL PHONES - FEB.2017	202-00-00.537300	229.72	
01-1065	CABLE ONE OAK PARK	240993	INTERNET - OAK PARK	I 201702285100	2/28/2017	84.45
			INTERNET - OAK PARK	201-00-00.537300	28.15	
			INTERNET - OAK PARK	202-00-00.537300	56.30	
01-0028	CABLE ONE PARK TEN	240994	INTERNET - PARK TEN	I 201702285101	2/28/2017	84.45
			INTERNET - PARK TEN	201-00-00.537300	28.15	
			INTERNET - PARK TEN	202-00-00.537300	56.30	
01-0914	CINTAS CORPORATION 240	240995	EMPLOYEE UNIFORMS 2/16/17	I 240466799	2/16/2017	102.44
			EMPLOYEE UNIFORMS 2/16/17	201-00-00.514100	34.15	
			EMPLOYEE UNIFORMS 2/16/17	202-00-00.514100	68.29	
01-0914	CINTAS CORPORATION 240	240996	EMPLOYEE UNIFORMS 2/23/17	I 240467725	2/23/2017	102.44
			EMPLOYEE UNIFORMS 2/23/17	201-00-00.514100	34.15	
			EMPLOYEE UNIFORMS 2/23/17	202-00-00.514100	68.29	
01-0057	CONSOLIDATED PIPE and SUP	240997	WWTP 6" WATER METER	I 0470298-000-000	2/14/2017	6,475.00
			WWTP 6" WATER METER	203-00-00.655010	6,475.00	
01-1048	DAVID D MALLEY	240998	REGULAR MEETING 2/23/17	I 201702275099	2/27/2017	84.00
			REGULAR MEETING 2/23/17	201-00-00.531800	28.00	
			REGULAR MEETING 2/23/17	202-00-00.531800	56.00	
01-1099	DAVID F. BOAN	240999	REGULAR MEETING 2/23/17	I 201702275098	2/27/2017	84.00
			REGULAR MEETING 2/23/17	201-00-00.531800	28.00	
			REGULAR MEETING 2/23/17	202-00-00.531800	56.00	
01-0127	DELTA PROCESS EQUIPMENT	241000	LIFT STATION PARTS	I 48567316	2/13/2017	1,697.97
			15990-T3 WEAR PLATE	202-00-00.523500	556.40	
			46411060-T3 FLAPPER	202-00-00.523500	519.40	
			46411062-T4 FLAPPER	202-00-00.523500	595.20	
			SHIPPING/HANDLING	202-00-00.523500	26.97	
01-0127	DELTA PROCESS EQUIPMENT	241001	LIFT STATION PARTS	I 48568271	2/14/2017	499.69
			10532A-T4 WEAR PLATE	202-00-00.523500	487.60	
			SHIPPING/HANDLING	202-00-00.523500	12.09	
01-1006	DIAMONDHEAD HARDWARE LLC	241002	WELL#5 PUMP REPAIR PARTS	I A149377	2/15/2017	6.58
			WELL#5 PUMP REPAIR PARTS	201-00-00.523500	6.58	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-0084	DICTOGRAPH ALARMS PLUS	241003	ALARM SERVICE CALL-TESTING	I 384418	2/21/2017	85.00
			ALARM SERVICE CALL-TESTING	201-00-00.537350	28.34	
			ALARM SERVICE CALL-TESTING	202-00-00.537350	56.66	
01-0977	DMS MAIL MANAGEMENT INC	241004	(248)DELINQ LETTERS 2/13/17	I 201774067-1612	2/20/2017	155.99
			(248)DELINQ LETTERS 2/13/17	201-00-00.531110	52.00	
			(248)DELINQ LETTERS 2/13/17	202-00-00.531110	103.99	
01-0977	DMS MAIL MANAGEMENT INC	241005	(4187) STATEMENTS 2/23/17	I 201774130-1612	2/27/2017	2,675.49
			(4187) STATEMENTS 2/23/17	201-00-00.531110	891.83	
			(4187) STATEMENTS 2/23/17	202-00-00.531110	1,783.66	
01-1071	LINDSAY LECUYER JR	241006	REGULAR MEETING 2/23/17	I 201702275097	2/27/2017	84.00
			REGULAR MEETING 2/23/17	201-00-00.531800	28.00	
			REGULAR MEETING 2/23/17	202-00-00.531800	56.00	
01-0131	MICRO METHODS LABORATORY	241007	WWTP LAB TESTS 11/7/16	I 1611141-565	2/23/2017	82.00
			WWTP LAB TESTS 11/7/16	202-00-00.538600	82.00	
01-0131	MICRO METHODS LABORATORY	241008	WWTP LAB TESTS 2/7-2/13/17	I 1702126-565	2/22/2017	164.00
			WWTP LAB TESTS 2/7-2/13/17	202-00-00.538600	164.00	
01-0131	MICRO METHODS LABORATORY	241009	WWTP TESTS 2/14-2/22/17	I 1702309-565	3/03/2017	261.00
			WWTP TESTS 2/14-2/22/17	202-00-00.538600	261.00	
01-0131	MICRO METHODS LABORATORY	241010	WWTP TESTS 2/21/17	I 1702433-565	3/03/2017	164.00
			WWTP TESTS 2/21/17	202-00-00.538600	164.00	
01-0071	MS UTILITIES SUPPLY	241011	INVENTORY PARTS	I 0557068	2/14/2017	192.94
			4"CLAY x 4"CI/PL NEO	202-00-00.523500	16.88	
			4"SDR 26 GLUE CAP	202-00-00.523500	8.10	
			4"SDR 26 PLUG	202-00-00.523500	9.90	
			4"SDR 26 FEMALE ADAP	202-00-00.523500	16.20	
			6"SDR 26 PLUG	202-00-00.523500	50.58	
			6"SDR 26 FEMALE ADAP	202-00-00.523500	80.28	
			16oz LIQ TRACE DYE-G	202-00-00.523500	11.00	
01-0087	OFFICE DEPOT	241012	TONER	I 906602487001	2/16/2017	225.99
			813701-HP87A TONER	201-00-00.521100	75.33	
			813701-HP87A TONER	202-00-00.521100	150.66	
01-0570	OREILLY AUTO PARTS	241013	TK#13 BATTERIES	I 1040-376214	2/23/2017	185.40
			BATTERIES-TK#13	201-00-00.522210	92.70	
			TK#13 BATTERIES	202-00-00.522210	92.70	
01-1107	RAVEN ENVIRONMENTAL PRODU	241014	WWTP STARTUP PARTS	I 25723	2/16/2017	1,205.39
			F10300-PROCESS CENTR	203-00-00.655010	1,094.00	
			B1010119-TUBES 19MM	203-00-00.655010	81.00	
			SHIPPING/HANDLING	203-00-00.655010	30.39	
01-0969	REGIONS CORPORATE TRUST S	241015	BOND NOTE - MARCH 2017	I 201703015103	3/01/2017	80,425.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-0969	REGIONS CORPORATE TRUST S	241015	BOND NOTE - MARCH 2017	I 201703015103	3/01/2017	80,425.00	CONT
			BOND NOTE - MARCH 2017	201-00-00.101109		26,808.34	
			BOND NOTE - MARCH 2017	202-00-00.101109		53,616.66	
01-1086	REVERE CONTROL	241016	SCADA SUPPORT/REPAIR	I W0052-01	2/27/2017	3,600.56	
			SCADA SUPPORT/REPAIR	202-00-00.538100		3,600.56	
01-1041	ROBERT S WILSON	241017	IT WORK (1/19-1/20/17)	I 2254	2/22/2017	270.00	
			IT WORK (1/19-1/20/17)	201-00-00.531110		90.00	
			IT WORK (1/19-1/20/17)	202-00-00.531110		180.00	
01-1041	ROBERT S WILSON	241018	SECURITY CAMERAS/SFTWRE	I 2255	2/22/2017	807.87	
			PANEL RACK/MT 24PT	201-00-00.521300		38.99	
			1000'CAT6 BULK CABLE	201-00-00.521300		124.76	
			2U 19"RACK MT MGMT	201-00-00.521300		46.49	
			(25)3'CAT6 BLUE PATC	201-00-00.521300		54.95	
			(25)CAT6 RJ45 JACKS	202-00-00.521300		44.99	
			LAVIEW POE CAMERAS	202-00-00.521300		399.96	
			BLUE IRIS SOFTWARE	202-00-00.521300		59.95	
			SHIPPING/HANDLING	202-00-00.521300		37.78	
01-1041	ROBERT S WILSON	241019	SECURITY CAMERAS-SETUP/INSTALL	I 2256	2/22/2017	360.00	
			SECURITY CAMERAS-SETUP/INSTALL	201-00-00.531110		120.00	
			SECURITY CAMERAS-SETUP/INSTALL	202-00-00.531110		240.00	
01-0743	ROUSES ENTERPRISES LLC	241020	DISTILLED WATER-LAB	I 829946	2/21/2017	15.84	
			DISTILLED WATER-LAB	202-00-00.538600		15.84	
01-0468	SANSOM EQUIPMENT CO INC	241021	REPAIR VACTOR TRUCK	I 50281	2/21/2017	1,091.34	
			REPAIR VACTOR TRUCK	202-00-00.522210		544.67	
			MAC ASCO CNTRL VALVE	202-00-00.522210		450.00	
			VACUUM BLOWER OIL	202-00-00.522210		96.67	
01-0731	STAGE CLEANING SERVICES L	241022	JANITORIAL SERVICE-MARCH'17	I 2475	3/01/2017	397.25	
			JANITORIAL SERVICE-MARCH'17	201-00-00.538100		132.42	
			JANITORIAL SERVICE-MARCH'17	202-00-00.538100		264.83	
01-0903	TEAM WASTE OF GULF COAST	241023	GARBAGE PICKUP - MARCH,2017	I 0000051823	2/20/2017	198.15	
			GARBAGE PICKUP - MARCH,2017	201-00-00.537300		66.05	
			GARBAGE PICKUP - MARCH,2017	202-00-00.537300		132.10	
01-0037	TYLER TECHNOLOGIES INCOD	241024	INCODE MTCE (4/1/17-3/31/18)	I 025-181571	2/21/2017	3,923.02	
			INCODE-PAYROLL(4/1/17-3/31/18)	201-00-00.537300		1,270.62	
			INCODE-GL MTCE(4/1/17-3/31/18)	202-00-00.537300		1,167.89	
			INCODE-AP MTCE(4/1/17-3/31/18)	202-00-00.537300		847.10	
			INCODE-PO MTCE(4/1/17-3/31/18)	202-00-00.537300		637.41	
01-1047	VOICENATION LLC	241025	ANSWERING SERVICE-FEB.2017	I 1013-131783	2/01/2017	149.09	
			ANSWERING SERVICE-FEB.2017	201-00-00.537300		49.70	
			ANSWERING SERVICE-FEB.2017	202-00-00.537300		99.39	
01-1047	VOICENATION LLC	241026	ANSWERING SERVICE-MARCH'17	I 1018-131783	3/01/2017	149.06	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-1047	VOICENATION LLC	241026	ANSWERING SERVICE-MARCH'17	I 1018-131783	3/01/2017	149.06	CONT
			ANSWERING SERVICE-MARCH'17	201-00-00.537300	49.69		
			ANSWERING SERVICE-MARCH'17	202-00-00.537300	99.37		
01-0147	WATER and WASTE SPECIALIS	241027	CHLORINE/FLUORIDE	I 19158	2/28/2017	1,616.64	
			(14)CHLORINE	201-00-00.538600	1,330.00		
			(3) FLUORIDE	201-00-00.538600	236.64		
			HANDLING FEE	201-00-00.538600	50.00		
					TOTAL =	108,602.42	

Diamondhead Water & Sewer District
Treasurer's Report
02/28/2017

Pending FEMA Proceeds	$	10,188,483.42
DWSD Bank Accounts:		
FEMA/Non-Interest	$	-
Bond Payments	$	323,409.80
Bond Reserve Fund	$	969,544.50
Customer Deposits	$	502,114.66
O&M	$	1,178,746.95
Bond Proceeds	$	1,215,138.65
Reserve	$	170,112.95
Emergency Reserve Fund	$	600,237.88
CIP	$	8,745,491.85
Grand Total	$	23,893,280.66

Allocated Funds:		
Pending FEMA Proceeds	$	10,188,483.42
FEMA/Non-Interest	$	-
Bond Payments	$	323,409.80
Bond Reserve Fund	$	969,544.50
Customer Deposits	$	502,114.66
Allocated Subtotal:	$	11,983,552.38
Grand Total	$	23,893,280.66
Allocated Subtotal	$	(11,983,552.38)
Total Available:	$	11,909,728.28
Total Available	$	11,909,728.28
Principal Debt Balance	$	11,925,000.00

BUDGET vs ACTUAL

Month Ending 2/28/2017

	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	$ 1,615,619.56	$ 314,716.81	43%	57%
Water Service Fees	$ 43,633.00	$ 3,636.08	$ 16,046.19	$ 3,063.65	37%	63%
Water/Sewer Taps	$ 11,500.00	$ 958.33	$ 13,550.00	$ 3,300.00	118%	-18%
Total OPR Revenues:	$ 3,838,885.00	$ 319,907.08	$ 1,645,215.75	$ 321,080.46	43%	57%
Non-OPR Revenues:	$ -	$ -	$ 7,149.58	$ 34.16	0%	0%
Total All Revenues:	$ 3,838,885.00	$ 319,907.08	$ 1,652,365.33	$ 321,114.62	43%	57%
Wages	$ 921,875.00	$ 76,822.92	$ 389,920.93	$ 70,987.06	42%	58%
401K Contributions	$ 65,122.00	$ 5,426.83	$ 26,048.41	$ 4,958.14	40%	60%
Uniforms	$ 9,000.00	$ 750.00	$ 2,783.84	$ 538.30	31%	69%
Training	$ 5,000.00	$ 416.67	$ 794.00	$ 398.00	16%	84%
Employer Insurance	$ 276,234.00	$ 23,019.50	$ 134,511.14	$ 23,771.36	49%	51%
Unemployment	$ 3,080.00	$ 256.67	$ -	$ -	0%	100%
Payroll Taxes	$ 70,523.00	$ 5,876.92	$ 28,466.65	$ 5,418.41	40%	60%
Office Expense	$ 15,000.00	$ 1,250.00	$ 3,369.95	$ 1,030.22	22%	78%
Office Equipment	$ 15,000.00	$ 1,250.00	$ 1,806.97	$ 1,214.37	12%	88%
Vehicle Expense	$ 24,000.00	$ 2,000.00	$ 21,304.34	$ 3,957.31	89%	11%
Field Supplies	$ 175,000.00	$ 14,583.33	$ 19,853.73	$ 5,909.40	11%	89%
Field Equipment	$ 35,000.00	$ 2,916.67	$ 1,921.83	$ -	5%	95%
Legal Services	$ 80,000.00	$ 6,666.67	$ 21,045.12	$ 1,580.50	26%	74%
Professional Services	$ 219,400.00	$ 18,283.33	$ 100,958.57	$ 28,678.49	46%	54%
Commissioner Services	$ 8,064.00	$ 672.00	$ 2,940.00	$ 588.00	36%	64%
Travel	$ 3,000.00	$ 250.00	$ -	$ -	0%	100%
Insurance Premiums	$ 110,000.00	$ 9,166.67	$ 90,962.75	$ 91,015.75	83%	17%
Utilities	$ 235,200.00	$ 19,600.00	$ 100,365.71	$ 23,481.92	43%	57%
Repairs & Maintenance	$ 15,000.00	$ 1,250.00	$ 7,366.30	$ 470.00	49%	51%
Outside Services	$ 62,000.00	$ 5,166.67	$ 7,396.65	$ 522.25	12%	88%
Lab, Chemicals & Testing	$ 65,000.00	$ 5,416.67	$ 15,173.53	$ 962.84	23%	77%
Equipment Rental	$ 12,000.00	$ 1,000.00	$ 4,325.51	$ 1,242.97	36%	64%
Fees/Dues	$ 6,800.00	$ 566.67	$ 1,517.00	$ -	22%	78%
Bond Interest Expense	$ 380,100.00	$ 31,675.00	$ 201,350.00	$ -	53%	47%
Total Expenses:	$ 2,811,398.00	$ 234,283.17	$ 1,184,182.93	$ 266,725.29	42%	58%
Revenues - Expenses:	$ 1,027,487.00	$ 85,623.92	$ 468,182.40	$ 54,389.33		

CIP BUDGET vs ACTUAL (non-FEMA)

Month Ending 2/28/2017

	CIP Annual Budget	CIP Monthly Budget	CIP Year-to-Date Actual	CIP Monthly Actual	% Spent	% Remaining
Fire Hydrants-System Imprvmt	$ 43,000.00	$ 3,583.33	$ 6,726.04	$ 4,287.00	16%	84%
Commercial Area Water Valve	$ 12,500.00	$ 1,041.67	$ -	$ -	0%	100%
Water Well 3&4 Improvements	$ 40,000.00	$ 3,333.33	$ -	$ -	0%	100%
Commercial Water Main Loop	$ 13,500.00	$ 1,125.00	$ 1,741.00	$ -	13%	87%
High Point Loop	$ 3,000.00	$ 250.00	$ -	$ -	0%	100%
Meter Replacements	$ 205,000.00	$ 17,083.33	$ -	$ -	0%	100%
Water Tower	$ 70,000.00	$ 5,833.33	$ -	$ -	0%	100%
Equipment Purchase	$ 10,000.00	$ 833.33	$ -	$ -	0%	100%
Truck Purchase	$ 40,000.00	$ 3,333.33	$ -	$ -	0%	100%
Sewer Exp-Live Oak & Makiki	$ 8,000.00	$ 666.67	$ -	$ -	0%	100%
Total CIP:	$ 445,000.00	$ 37,083.33	$ 8,467.04	$ 4,287.00	2%	98%

	Annual Budget	YTD in Bank
Beginning Acct.Balance		**$ 120,064.26**
Tower Reserve	$ 70,000.00	$ 29,166.67
Equipment Purchase	$ 10,000.00	$ 4,166.67
Truck Purchase	$ 40,000.00	$ 16,666.67
Total	$ 120,000.00	$ 50,000.00
	+ Interest	$ 48.69
	Reserve Acct.	**$ 170,112.95**

PUBLIC ASSISTANCE BUDGET vs ACTUAL (FEMA)

Month Ending 2/28/2017

	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		$ 6,754,647.60	$ 367,183.57		
LS REPAIRS - PW8429		$ 192,109.50	$ 21,078.75		
LS #13 - PW11247		$ 23,286.00	$ 2,555.00		
LS #1 & #27 - PW11280		$ 75,679.50	$ 8,303.75		

Total Public Assistance: $ 1,678,229.01 $ 7,045,722.60 $ 399,121.07

Balance to Spend: $ (5,367,493.59)

100% Construction being advanced from FEMA on PW11240

The 25th Annual Training Workshop

Registration Form

Thursday, April 13, 2017

At the St. Martin Community Center - 15008 Lemoyne Blvd, Biloxi, MS

Please print & complete this registration form and return it to us.

FAX - 228-392-0553

PHONE – 228-392-2085

E-MAIL ccpmichael@cableone.net

E-MAIL ccpsheree@cableone.net

MAIL – COAST CHLORINATOR

15413 LEMOYNE BLVD.

BILOXI, MS 39532

PLEASE WRITE CLEARLY SO THAT WE CAN HAVE YOUR INFORMATION CORRECT. THANK YOU!!

Person Attending (Please Print)	Operator Number Water	Operator Number Wastewater	T-Shirt Size
Jeromy Cuevas	D04350	—	2XL
Kodie Keenan	D04634	—	XL
David Carden	D03902	—	XL
Kirk Edmonson	—	—	3XL

Water System / Organization Diamondhead Water & Sewer

Address 4425 Park Ten Dr.

Diamondhead, MS 39525

Phone 228-255-5813 Fax _____

Email Address Jcuevas@DWSD.US / dcarden@DWSD.US

IMPORTANT: Did you add your e-mail address so that we may easily contact you if necessary? Add your operator number?

ATTENTION: Please return this form to us no later than 3/24/17, so that we can attempt to get the t-shirt sizes ordered correctly – Thank you!

CRAWFISH BOIL AFTER THE TRAINING! WE HOPE YOU CAN JOIN US!

The 25th Annual Training Workshop

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MAIL – COAST CHLORINATOR

15413 LEMOYNE BLVD.

BILOXI, MS 39532

PLEASE WRITE CLEARLY SO THAT WE CAN HAVE YOUR INFORMATION CORRECT. THANK YOU!!

Person Attending (Please Print)	Operator Number Water	Operator Number Wastewater	T-Shirt Size
Joe Higginbotham	DO3705	WW3 4905	XL
Jarvis Brackenell	DO-4268	WW3-5057	XL
Joshua Wood	—	—	XL
Heath Dubuisson			L

Water System / Organization D.H.S.D.

Address 4425 Park Ten Dr.

Diamondhead, MS 39525

Phone 228-255-5913 Fax

Email Address JHigg@DHSD.us.

IMPORTANT: Did you add your e-mail address so that we may easily contact you if necessary? Add your operator number?

ATTENTION: Please return this form to us no later than 3/24/17, so that we can attempt to get the t-shirt sizes ordered correctly – Thank you!

CRAWFISH BOIL AFTER THE TRAINING! WE HOPE YOU CAN JOIN US!

There has been a change of date for the Hancock CO Damage Prevention meeting. The new date will be Wednesday March the 22nd @ Coast EPA in Kiln.

DWSD Employees Attending

Kirk Edmonson
Totee Sharkey
Donnie Scheid
Russell Necaise
Jeromy Cuevas
David Carden

MISSISSIPPI 811, INC.

Know what's below. Call before you dig.

Mississippi 811

Know what's below. Call before you dig.

Attachment F

HANCOCK COUNTY

DAMAGE PREVENTION COORDINATION COUNCIL

MEETING NOTICE:

DATE: Wednesday March 22, 2017

TIME: 09:00A.M.

LOCATION: Coast EPA

18020 MS-603

Kiln MS 39556

Water Operators will receive one Regulatory and one CEU Credit for attending this meeting.

QUESTIONS: CALL Charles Stallings @ 228-234-1795

E Mail – Charles@ms811.org

REMEMBER

CALL BEFORE YOU DIG!

1-800-227-6477 or 811

Charles Stallings, MS 811

Damage Prevention Coordiantor

charles@ms811.org

228-234-1795

Attachment G

Consolidated

Pipe & Supply Company, Inc.
P.O. Box 8807 – 5285 Greenway Drive
Jackson, Ms 39204
Phone: (800) 264-7338 (601) 922-6600 FAX: (601) 922-2611

February 28, 2017

PROJECT: **DiamondHead Water and Sewer Dist.**
DiamondHead, Ms

ATTN: David Carden

Gentlemen:

We are pleased to offer for your consideration the following items:

Bid Item	Quantity	Description	Unit Price
	1	6” ROMAC VALVE INSERTION ON CL-160 PVC PIPE – SLEEVE, VALVE, AND INSTALLATION	5100.00
	1	8” ROMAC VALVE INSERTION ON CL-160 PVC PIPE – SLEEVE, VALVE, AND INSTALLATION	5500.00
		Thanks	
		Michael Murray	

Mississippi Utilities Supply Co.
A FERGUSON SUBSIDIARY

MUSCO - GULFPORT #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To: **111816**
From: **Catrina Walker**
Comments:

10:31:02 MAR 01 2017

MUSCO - GULFPORT #1221
Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B251918
Bid Date: 03/01/17
Quoted By: CRW

Cust Phone: 228-255-5813
Terms: NET 10TH PROX

Customer: DIAMONDHEAD WATER & SEWER
4425 PARK TEN DRIVE
DIAMONDHEAD, MS 39525

Ship To: DIAMONDHEAD WATER & SEWER
4425 PARK TEN DRIVE
DIAMONDHEAD, MS 39525

Cust PO#:

Job Name: INSERTA VALVE

Item	Description	Quantity	Net Price	UM	Total
H21061210003	6 HYDRA STOP INSTA VLV	1	5760.000	EA	5760.00
H21081310003	8 HYDRA STOP INSTA VLV THESE PRICES ARE FOR SINGLE MOBILIZATION SAME DAY	1	6413.000	EA	6413.00

Net Total:	$12173.00
Tax:	$0.00
Freight:	$0.00
Total:	$12173.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

C. J. MORGAN, INC.

292 EATONVILLE ROAD
HATTIESBURG MS 39401

Phone 601-544-3192 ~ Fax 601-582-9055

E-MAIL: cjmorgan1000@bellsouth.net

2017021PRO

PROPOSAL SUBMITTED TO: Diamondhead Water & Sewer District
4425 Park Ten Drive
Diamondhead, MS 39252

DATE: March 1, 2017
PHONE: 228-255-5813

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: INSTALL A 6" AND 8" INSERTA VALVE

6" INSERTA VALVE	**EA**	**5,900.00**	**EA**
8" INSERTA VALVE	**EA**	**6,585.00**	**EA**

If you have questions, please phone.

NOTE:

1) **GENERAL CONTRACTOR TO FURNISH EXACT DIAMETER OF PIPE (VALVES ARE SIZE SPECIFIC).**
2) **GENERAL CONTRACTOR TO OPEN AND CLOSE HOLE FOR INSTALLATION OF VALVE.**
3) **GENERAL CONTRACTOR TO FURNISH ANY PERMITS IF REQUIRED.**
4) **GENERAL CONTRACTOR TO FURNISH MACHINE TO HANDLE TAPPING EQUIPMENT.**
5) **NO RETAINAGE WITHELD**

We propose hereby to furnish material and labor, complete in accordance with above specifications, for the sum Of: AS PER ABOVE

Payments are to be made as follows: UPON COMPLETION

All materials guaranteed, to be as specified. All work to be completed in a workman like manner, according to Standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above estimate.

AUTHORIZED SIGNATURE: _____
C BRUCE MORGAN

NOTE: This proposal can be withdrawn, if not accepted, within 15 days.

ACCEPTANCE OF PROPOSAL: _____

DATE OF ACCEPTANCE: _____

Revised Date: July 2015

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between DIAMONDHEAD WATER AND S EWER DISTRICT (hereinafter referred to as Customer), and Pitney Bowes (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor: Pitney Bowes		For the Customer:
Name Liam Neary		Name
Title Inside Sales		Title
Address P City, State, & Zip Code	27 Waterview Drive Shelton CT 06484	Address City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor:

By: _____
Authorized Signature

Printed Name:

Title:

Witness my signature this the 9th day of March, 20 17.

Customer:

By: _____
Authorized Signature

Printed Name: LINDSAY LEWYER Jr

Title: Chairman

Revised Date: July 2015

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: Pitney Bowes

Customer Agency Name: DIAMONDHEAD WATER AND S EWER DISTRICT

Bill to Address: 4425 PARK TEN DR
DIAMONDHEAD MS 39525

Ship to Address: 4425 PARK TEN DR
DIAMONDHEAD MS 39525

Description of Equipment, Software, or Services	Price
DM125 Digital Mailing System, Dept Accounting Enabler (5 Accts), Basic Accounting (10 Dept), DM125 US Meter Subscription, F9SJ Profession Install DM100i/DM125, MPC4 Integrate Weigh Platform DM125, PR00- Meter for DM125 / DM225, PRM1 - Moistener for DM125, PRW5 - 5 lb. Integrated Weighing, SBRP - DM125 Digital Mailing System, SoftGuard for DM100i/DM125, Standard SLA-Equipment Service Agreement (for DM125 Digital Mailing System)	$ 59.32

Delivery Schedule and Installation Date:

Rental Term: 60 Months
Start Date: 5/30/2017
End Date: 5/30/2022

Modifications: Includes Maintenance, Meter Rental, Software Updates, and Postage Rates

Vendor Signature

Customer Signature

Attachment I

PROPOSAL

SOUTHERN CORROSION
ENGINEERED TANK CARE

738 Thelma Road Roanoke Rapids, NC 27870
Phone: (800) 828-0876 Fax: (252) 535-3215
www.tankcare.net

Date: 03/03/2017

Proposed Submitted To:

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

Project & Job Location:

500,000 Gallon Elevated Storage Tanks
Inspection

Southern Corrosion Inc. agrees to provide all the labor, equipment, and materials needed to complete the following:

1) **Inspection:**
   a) Provide an inspection report of the tank accompanied by photographs. The report will detail all findings and will include an estimate of percentage of corrosion and paint breakdown, evaluation of the tank appurtenances, address sanitary issues, and provide paint thickness measurements. The inspection will be performed based on ANSI / AWWA D101-53 / for inspecting water tanks.

Eight Hundred Dollars and ---------- xx/100 ***Total -*** **$800.00**

All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from specifications quoted involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry sufficient property insurance. Southern Corrosion Inc. will supply workman's compensation insurance, general insurance, builders risk insurance, and pollution liability insurance.

Southern Corrosion Inc.

Pricing Good For: **30 Days** *Payment Terms:* **Net 30 days**

Acceptance of Proposal – The above price, specifications, and conditions are satisfactory and are hereby accepted. Southern Corrosion Inc. is hereby authorized to do work as specified. Please sign date below and email or fax a copy back to our office.

Authorized Signature & Title: *Print Name:* *Date of Acceptance:*

Superior Tank Company, Inc.
PO Box 1130
Madisonville, KY 42431

PH: 270-821-1000
FX: 270-821-7931
Sales email: hclark@superiortankcompany.com

BASIC VISUAL/UT INSPECTION PROPOSAL

Proposal #:	P2017-0023HC	Date:	February 1, 2017
Submitted to:	Diamondhead Water and Sewer	Attention:	Mr. Joe Higgonbotham
	4425 Park Ten Drive	Phone:	228-255-5813
	Diamondhead, MS 39525	Email:	j.higg@thewaterutility.com

We propose to furnish all labor, material, equipment and insurance necessary using the required labor, equipment and insurance to inspect your storage tank/s by visual observation. A comprehensive report containing Evaluations, Color Photographs and Cost-of-Updating Estimates will be forwarded to you. The terms, conditions and pricing is as follows:

REF: ONE (1) 500,000 GALLON ELEVATED WATER TANK - WELDED - 95' TALL - POTABLE WATER & FIRE PROTECTION

STANDARD INSPECTION

- *The structure will be assessed for compliance with current AWWA, NSF, EPA, OSHA, NFPA-22 and NFPA-25 requirements and recommendations.*
- *The integrity of the storage tank and supporting foundations will be evaluated.*
- *The functioning capability of tank accessories and appurtenances will be reviewed.*
- *The contamination potential will be assessed in potable water storage tanks, if applicable.*
- *The potentiality of foreign matter or excessive particulates compromising the intended purpose of structures storing fire protection water will be assessed, if applicable.*
- *The interior and exterior coating will be examined to determine suitability for protection and aesthetic purposes*
- *Ultrasonic Testing (UT) test points will be taken that measures the thickness of the metal.*

Visual/Ultrasonic (UT) Inspection.....$ 1,500.00

OPTIONAL SERVICES

•	*Adhesion Testing*	*- provides indication of quality of existing coating*	*$150.00* _____
•	*Mil Thickness Testing*	*- provides measurement of existing coating*	*$100.00* _____
•	*Red Lead Testing*	*- determines if red lead exists (determines amount of lead present)*	*$150.00* _____
•	*Paint chip analysis*	*-provides basic analysis of exterior coating type*	*$600.00* _____

Please CHECK and ADD charges for desired services to amount quoted for Visual Inspection, if applicable

NOTICE

All personnel will exhibit strict adherence in implementation of duties in accordance with 29 CFR 1910.145 and applicable Safety Procedure

TERMS: PAYMENT UPON COMPLETION - NET 1 DAY

Labor based on Open Shop Wages. No bonding or prevailing wages are included in quotation.
Owner to provide access ladder at ground level of tank, if required
Down time (if caused by the owner, their subcontractors, or representatives) will be charged at a rate of $70 per hour per man. Daily rates will be charged at a rate of $560 per day per man.
Contractor assumes no responsibility for non-availability of materials and/or weather delays.
Owner to assume responsibility of removal, handling and potential disposal of incidental hazardous materials or any substance requiring special handling
If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.
Down payments are non-refundable if customer cancels any portion of the contract.
This inspection is based upon an opinion of the inspector. Opinions may vary from others. Coating types are based upon visual assessment and may not be accurate. Paint coating types may be incompatible with the existing coatings. STC will not be responsible for any additional charges incurred during any exterior coating projects if customer does not accept the paint chip analysis option above.
This contract was drafted in the Commonwealth of Kentucky. Any litigation, if necessary will be according to the laws of the Commonwealth and will be tried in Hopkins County, Kentucky.
There will be a charge of 3% for utilization of credit card.

Accepted:

_____

By: _____
Title: _____
Date: _____

Respectfully Submitted:

SUPERIOR TANK COMPANY, INC.

By: Rachel Clark
Title: Corp. Sales Dir.

Proposal Valid for 30 Days

Superior Tank Company, Inc.
PO Box 1130
Madisonville, KY 42431

PH: 270-821-1000
FX: 270-821-7931
Sales email: hclark@superiortankcompany.com

UNDERWATER ROBOTIC INSPECTION PROPOSAL

Proposal #:	*P2017-0024HC*	*Date:*	*February 1, 2017*
Submitted to:	*Diamondhead Water and Sewer*	*Attention:*	*Mr. Joe Higgonbotham*
	4425 Park Ten Drive	*Phone:*	*228-255-5813*
	Diamondhead, MS 39525	*Email:*	*j.higg@thewaterutility.com*

We propose to furnish all labor, material, equipment and insurance necessary using the required labor, equipment and insurance to inspect your storage tank/s by visual observation. A comprehensive report containing Evaluations, Color Photographs and Cost-of-Updating Estimates will be forwarded to you. The terms, conditions and pricing is as follows:

REF: ONE (1) 500,000 GALLON ELEVATED WATER TANK - WELDED - 95' TALL - POTABLE WATER & FIRE PROTECTION

UNDERWATER ROBOTIC INSPECTION

- *The structure will be assessed for compliance with current AWWA, NSF, EPA, OSHA, NFPA-22 and NFPA-25 requirements and recommendations.*
- *The integrity of the storage tank and supporting foundations will be evaluated.*
- *The functioning capability of tank accessories and appurtenances will be reviewed.*
- *The contamination potential will be assessed in potable water storage tanks, if applicable.*
- *The potentiality of foreign matter or excessive particulates compromising the intended purpose of structures storing fire protection water will be assessed, if applicable.*
- *The interior and exterior coating will be examined to determine suitability for protection and aesthetic purposes.*

Underwater Robotic Inspection.....$ 1,885.00

OPTIONAL SERVICES

•	*Ultra Sonic (UT) Testing*	*- provides measurement of Metal Thickness*	*$100.00* _____
•	*Adhesion Testing*	*- provides indication of quality of existing coating*	*$150.00* _____
•	*Mil Thickness Testing*	*- provides measurement of existing coating*	*$100.00* _____
•	*Red Lead Testing*	*- determines if red lead exists (does determine amount of lead present)*	*$150.00* _____
•	*Paint chip analysis*	*-provides basic analysis of exterior coating type*	*$600.00* _____

Please CHECK and ADD charges for desired services to amount quoted for Underwater Robotic Inspection, if applicable

NOTICE

All personnel will exhibit strict adherence in implementation of duties in accordance with 29 CFR 1910.145 and applicable Safety Procedure

TERMS: DUE AND PAYABLE IMMEDIATELY UPON COMPLETION

Labor based on Open Shop Wages. No bonding or prevailing wages are included in quotation.
Owner to provide access ladder at ground level of tank, if required
Down time (if caused by the owner, their subcontractors, or representatives) will be charged at a rate of $70 per hour per man. Daily rates will be charged at a rate of $560 per day per man.
Contractor assumes no responsibility for non-availability of materials and/or weather delays.
Owner to assume responsibility of removal, handling and potential disposal of incidental hazardous materials or any substance requiring special handling
If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.
This inspection is based upon an opinion of the inspector. Opinions may vary from others. Coating types are based upon visual assessment and may not be accurate. Paint coating types may be incompatible with the existing coatings. STC will not be responsible for any additional charges incurred during any exterior coating projects if customer does not accept the paint chip analysis option above.
Down payments are non-refundable if customer cancels any portion of the contract.
This contract was drafted in the Commonwealth of Kentucky. Any litigation, if necessary will be according to the laws of the Commonwealth and will be tried in Hopkins County, Kentucky.
There will be a charge of 3% for utilization of credit card.

Accepted:

_____

By: _____
Title: _____
Date: _____

Respectfully Submitted:

SUPERIOR TANK COMPANY, INC.

By: Heather Clark
Title: Off. Sales Dir.

Proposal Valid for 30 Days

Attachment J

Water Is Life

March 9, 2017

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

RE: Request for an Increase in Interim Funding
DR-1604-MS Diamondhead Water & Sewer District
FIPS #045-01FE3-00-PW #11240 Wastewater Treatment Plant Relocation

Dear Mr. Smithson,

The District has been working to complete the above referenced project worksheet and the construction for this PW is over 91% complete and we are approaching the interim funding amount of 90%. The construction contract for the Wastewater Treatment Plant is $24,198,166.92 and the District is requesting interim funding to be increased from 90% to 95% to reduce the financial hardship that will otherwise be placed on the District due to the size of this project. In addition to this project worksheet the District will be advertising next month to bid the remaining three project worksheets, as one project, for the lift station repair work and this project will require additional District capital improvement funding in order to complete.

The District is requesting the interim funding percent for PW 11240 be increased from 90% to 95%. The District greatly appreciates your consideration of this matter.

Thank you,

Mr. Dick Nolan
Applicant Agent
Diamondhead Water and Sewer District