

**West Jackson County Utility District
7200 McCann Road
Biloxi, Mississippi 39532
September 9, 2021**

Regular Meeting

MINUTES

1.0 Call Meeting to Order:

The West Jackson County Utility District (WJCUD) convened the scheduled board meeting September 9, 2021, at the WJCUD general office building, 7200 McCann Road, Biloxi, MS. The meeting was called to order by Mr. Mike Montgomery, Chairman of the Board at 9:00 A.M., and it was determined that a quorum was present. A notice was posted informing the public of the meeting time. The following individuals were present:

Mr. Mike Montgomery	Chairman, WJCUD
Mr. Curtis Spiers	Vice-Chairman, WJCUD
Mr. Bryan David,	Commissioner, WJCUD
Mr. Andy Westfall	Commissioner, WJCUD
Mr. Josh Danos	Board Attorney, WJCUD
Mr. John Hannah	General Manager, WJCUD
Mr. Scott Ramsay	Operations Manager, WJCUD
Ms. Lori Goforth	HR Manager – Exec Admin. Asst., WJCUD
Mr. Brian Bennett	New Connection & Compliance Manager, WJCUD
Ms. Laura Davis	Accountant, WJCUD
Ms. Whitney McCarra	Bookkeeper, WJCUD
Ms. Donna Catalanatto	Admin Asst., WJCUD
Mr. Gerrod Kilpatrick	Machado Patano

Members of the Public:

2.0 Pledge of Allegiance

3.0 Change to Meeting Agenda

Pull 6.3, 6.4, 6.5

Pull lines 52-53 totaling \$657,392.15 from the Docket of Claims

4.0 Community Input

None

5.0 Consent Agenda

- 5.1 Reading of Previous Minutes**
- 5.2 Financial Reports**
- 5.3 Purchase Requisitions**
- 5.4 Docket of Claims Lines 1 – 51 / \$281,701.52**
- 5.5 Leak Credits**
- 5.6 Grinder Station Approvals**

Mr. Spiers made a motion, seconded by Mr. Westfall, approving the Docket of Claims as amended. Motion passed unanimously.

Mr. Westfall made a motion, seconded by Mr. Spiers, approving the remaining items in the consent agenda. Motion passed unanimously.

6.0 Old Business

6.1 FY2022 Operating Budget

A public hearing was conducted on the budget for FY 2022.

The vote was tabled until the next meeting to allow all the commissioners to be in attendance.

6.2 Water Well Project

Gerrod Kilpatrick updated the Board on the project and reported that the Contractor reported some theft of wire and lights at the Daisy Vestry Road site.

Mr. Spiers made a motion, seconded by Mr. Westfall, to approve DNP Inc., Pay application 5 in the amount of \$126,278.74. Motion passed unanimously.

6.3 Water Facilities Plan, Phase 4, Contract A

Pulled

6.4 Water Facilities Plan, Phase 4, Contract B

Pulled

6.5 Cook Road Gravity Sewer (Schedule 1)

Pulled

7.0 New Business

8.0 Correspondence

Included for the Board's review was the following:

- Legal Notice – Amendment to User Charge Ordinance
- Customer Billing Insert – New Rate Information & Rate Structure
- Notice of Public Hearing on 9/9/2021 @m9 AM for FY 2022 Budget
- MDEQ letter (2021 09 21) Public Notice
“Finding of No Significant Impact for MDEQ SRF Phase 3 & Phase 4”

9.0 District Operations

9.1 Attorney Report

Updates were given on the following:

- Executed Settlement & Release agreement with Utility Service Co., Inc.

9.2 Manager Report

Updates were given on the following:

- ❖ Billing Summary attached for August 2021
 - \$763,347.65 (compared to \$746,057.07 in August 2020)
 - 8,149 active customers (compared to 7,976 in August 2020)
- ❖ Water Production - August 2021
 - 60.5 MG Production
 - 49.4 MG metered water sold
 - 7.1 MG estimated water to maintain water quality via flushing
 - 4.0 MG unaccounted for water loss
- ❖ Review of “Grease Trap Letters”

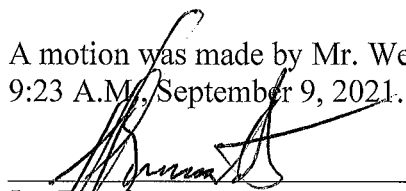
10.0 Executive Session – If So Move

None

11.0 Other Business

12.0 Adjournment

A motion was made by Mr. Westfall, seconded by Mr. Spiers, to adjourn the meeting at 9:23 A.M., September 9, 2021. Motion passed unanimously.



Joe Bannister
SECRETARY/TREASURER, WJCUD
2021 09 09 Minutes

SETTLEMENT AGREEMENT AND GENERAL RELEASE

FOR AND IN CONSIDERATION of the payment to West Jackson County Utility District (“Plaintiff”), of the sum of EIGHTY THOUSAND DOLLARS (\$80,000.00), there being no promises of further benefit or payment to be received, Plaintiff hereby now and forever releases and acquits: Utility Service Co., Inc.’s (“Utility”) corporate parents, subsidiaries, insurers, affiliates and any person or entity related thereto, present and former servants, agents, attorneys, directors, officers, employees, successors, assigns, and shareholders, both jointly and severally (hereinafter referred to as “Released Parties”), from any and all claims, demands, actions, causes of action, suits, costs, attorney’s fees, damages, expenses, compensation and liability of every kind, character and description, either direct or consequential, at law or in equity, which Plaintiff may now have, whether known or unknown, may have had at any time heretofore or may have at any time hereafter arising out of any actions by the Released Parties or which in any way relate to the claims asserted in the Complaint styled *West Jackson County Utility District v. Utility Service Co., Inc.*, In the United States District Court for the Southern District of Mississippi, Southern Division; Civil Action No. 1:20-cv-289-HSO-JCG (the “Lawsuit”). All of Plaintiff’s claims against Released Parties will be DISMISSED WITH PREJUDICE, with each party to bear its own costs and attorneys’ fees, and Plaintiff hereby expressly authorizes its attorney to execute and have entered a Final Judgment of Dismissal with Prejudice as to Plaintiff’s Claims against the Released Parties.

Plaintiff hereby agrees and understands that the payment of the aforesaid sum by the Released Parties is solely for the purpose of compromising a disputed claim and that said payment is not to be construed as an admission of liability upon the part of any persons, firms, corporations,

partnerships or other entities hereby released. To procure payment of said sum, Plaintiff hereby represents that it has the authority to enter into this agreement and further represents and warrants that it has not conveyed, sold, granted, assigned, hypothecated or otherwise transferred to any person or entity, directly or indirectly, any interests in any claim or potential claim which is subject to this Settlement Agreement and General Release.

Plaintiff further understands that the Released Parties are discharged from any other or further responsibility or liability to any and all claimants to these proceeds; and that no representations about the nature and extent of said damages made by any attorney or agent of any party hereby released nor any representations by them regarding the nature and extent of legal liability or financial responsibility of any of the parties released has induced it to enter into this settlement.

Plaintiff acknowledges that it has been represented by legal counsel of its employ at all times relevant herein, and has been fully advised and informed by counsel of the contents of this Settlement Agreement and General Release.

Plaintiff further understands and agrees that should any portion of this Settlement Agreement and General Release be held invalid by operation of law or otherwise, the remaining portion shall be given full force and effect and shall not in any way be affected thereby.

As further consideration of the aforementioned amount paid, Plaintiff hereby agrees to protect, defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, suits, liens, or other causes or rights of action which may have been made, or may be made or asserted by or on behalf of Plaintiff against the Released Parties as a result of the aforesaid losses or damages arising out of the subject matter of this Agreement.

Plaintiff has carefully read the foregoing release (consisting of this page and two preceding pages, which bears the signature of an individual authorized to execute this Agreement on its behalf, on the bottom margin thereof), and knows and understands the contents of said release, and does sign the same as its own free act and deed on this 9th day of SEPTEMBER, 2021.

WEST JACKSON COUNTY UTILITY DISTRICT

Signature: John T Hannah

Printed Name: John T Hannah

Date: 09-09-2021

STATE OF MISSISSIPPI

COUNTY OF Jackson

On this 9th day of September, 2021, before me the undersigned, a Notary Public in and for the State of Mississippi, personally appeared John Hannah, known to me to be the person named and who executed the foregoing instrument, and who acknowledged that he/she is the General Manager of West Jackson County Utility District and that he/she is fully authorized to execute this Agreement on behalf of the West Jackson County Utility District and executed same as his/her voluntary act and deed.

Notary Public: Amanda M Parisi

My Commission Expires on: Nov 19, 2024



ORDER NUMBER _____

WHEREAS, the West Jackson County Utility District (hereinafter, "the District") has entered a contract with DNP, Inc. relating to the construction of water wells within the District boundaries; and

WHEREAS, Staff requests Board consideration and approval of **Pay Application No. 5** for the amount of **\$126,278.74** as recommended by Machado Patano; and

WHEREAS, the Board of Commissioners hereby finds that approval of this request is in the best interests of the District;

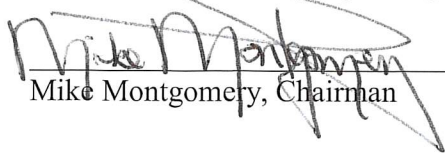
IT IS THEREFORE ORDERED by the Board of Commissioners of West Jackson County Utility District, that Pay Application 5 is hereby approved and authorized.

IT IS FURTHER ORDERED that the General Manager is authorized to execute any and all documents necessary for this purpose.

The motion to approve the foregoing Order was made by Spiers, seconded by Westfall, and the following vote was recorded:

Chairman Montgomery Yes
Commissioner Spiers Yes
Commissioner Bannister Absent
Commissioner Westfall Yes
Commissioner David Absent

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 9th day of September, 2021.


Mike Montgomery, Chairman

ATTEST:



