

**West Jackson County Utility District
7200 McCann Road
Biloxi, Mississippi 39532
September 15, 2022**

Regular Meeting

MINUTES

1.0 Call Meeting to Order:

The West Jackson County Utility District (WJCUD) convened the scheduled board meeting September 15, 2022, 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	Secretary/Treasurer, WJCUD
Mr. Andrew Westfall	Commissioner, WJCUD
Mr. Josh Danos	Board Attorney, WJCUD
Mr. John Hannah	General Manager, WJCUD
Mr. Jay Ruffin	Deputy Manager, WJCUD
Mr. Brian Bennett	Construction Manager, WJCUD
Ms. Laura Davis	Financial Controller, WJCUD
Ms. Donna Catalanatto	Human Resources, WJCUD
Ms. Amanda Parisi	Assets Manager, WJCUD
Ms. Whitney McCarra	Accountant II, WJCUD
Mr. Gerrod Kilpatrick	Machado Patano

Members of the Public:

Ms. Richard (Dickie) Roberts - 6217 Hermosa Drive
Mr. Samuel L. Tucker - with Ms. Dickie Roberts
Mr. Dennis Stieffel - Dennis Stieffel & Associates, Inc.

2.0 Pledge of Allegiance

3.0 Change to Meeting Agenda

Section 7.6 Customer Non-Compliance Legal Filing moved to executive session as recommended by Board Attorney.

4.0 Community Input

Ms. Richard (Dickie) Roberts, 6217 Hermosa Drive, addressed the Board requesting the return of her WJCUD account deposit paid when opening account.

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 – 86 / \$1,125,052.41

5.5 Leak Credits

5.6 Grinder Station Approvals

Mr. Westfall made a motion, seconded by Mr. David, approving the Consent Agenda as presented. Motion passed unanimously.

6.0 Old Business

6.1 Water Facilities Plan, Phase 4 Contract A

Mr. Spiers made a motion, seconded by Mr. Westfall, approving CB Developers, Contract A Change Order #3 as the summary and final change order for Contract A, for the deduct amount of \$167,177.48 as recommended by Machado Patano, contingent upon MDEQ approval having determined the following is true:

- The change order is made in a commercially reasonable manner and is not being made to circumvent the public purchasing statutes.
- The proposed change is necessary or incidental to the completion of the work as originally bid, is not outside the scope of the original contract, is commercially reasonable, and any increase in cost reasonable.

Motion passed unanimously.

Mr. Westfall made a motion, seconded by Mr. Spiers, approving CB Developers, Contract A Pay Application 17 in the amount of \$86,895.06 as recommended by Machado Patano, contingent upon approval by MDOH for currently reimbursable items. Motion passed unanimously.

6.2 Water Facilities Plan, Phase 4 Contract B

Mr. David made a motion, seconded by Mr. Westfall, approving CB Developers Inc., Contract B Pay Application 17 in the amount of \$50,058.72 as recommended by Machado Patano, contingent upon approval by MDOH for currently reimbursable items. Motion passed unanimously.

6.3 Water Well Project

Mr. Spiers made a motion, seconded by Mr. David, approving DNP, Inc., Pay Application 13 in the amount of \$158,131.12 as recommended by Machado Patano

contingent upon approval from MDOH for currently reimbursable items. Motion passed unanimously.

7.0 New Business

7.1 User Change Ordinance

Mr. David made a motion, seconded by Mr. Spiers, approving and adopting the user change ordinance effective October 1, 2022, as presented by staff. Motion passed unanimously.

7.2 FY 2023 Budget

Mr. Spiers made a motion, seconded by Mr. David, to approve and execute the FY 2023 Budget beginning October 1, 2022, and ending September 30, 2023. Motion passed unanimously.

7.3 Scarlett Glen – Memorandum of Agreement

Mr. David made a motion, seconded by Mr. Westfall, approving and authorizing the Memorandum of Agreement between the District and HM Development, LLC as presented. Motion passed unanimously.

7.4 Crane Landing – Memorandum of Agreement

Mr. Spiers made a motion, seconded by Mr. Westfall, approving and authorizing the Memorandum of Agreement between the District and SL Coastal, LLC as presented. Motion passed unanimously.

7.5 Rosalie Place

Mr. David made a motion, seconded by Mr. Westfall, approving an agreement with the Developer to authorize the District to approve the relevant plat, in exchange for Developer obtaining and transferring to the District the required easement in Rosalie Place, or in the alternative, to require Developer to pay for attorney's fees and costs associated with the eminent domain action to acquire that easement. Motion passed unanimously.

7.6 Customer Non-Compliance Legal Filing

Moved to executive session for discussion.

7.7 Election of Officers – FYE 09 30 2023

Mr. Spiers made a motion, seconded by Mr. Westfall, appointing Commissioner Brian David as Vice-Chairman of the West Jackson County Utility District Board of Commissioners. Motion passed unanimously.

Mr. Spiers made a motion, seconded by Mr. David, appointing Commissioner Andrew Westfall as Secretary/Treasurer of the West Jackson County Utility District Board of Commissioners. Motion passed unanimously.

Mr. Spiers made a motion, seconded by Mr. Westfall, appointing Commissioner Mike Montgomery as Chairman of the West Jackson County Utility District Board of Commissioners. Motion passed unanimously.

8.0 Correspondence

Included for the Board's review was the following:

- D'Iberville St. Martin Chamber of Commerce photo (2022 08 25) regarding WJCUD September 2022 Business of the Month
- MDOH letter (2022 09 01) to WJCUD regarding Deadline Warning – Contract A final completion documents by Sept. 15th
- Morris Bart letter (2022 08 29) to WJCUD regarding Notice of Claim filed by Marycatherine Nevins
- JCUA letter (2022 09 01) to WJCUD regarding Wastewater Treatment and Transportation & FY 2023 Budget w/Fee Schedule
- MasTec Network Solutions letter (2022 08 31) to WJCUD regarding AT&T contractor notice of intent to construct a modification to Bonanza Tank apparatus
- Ward Engineering letter (2022 09 07) to WJCUD regarding Engineering review letter of proposed Scarlet Glen Subdivision
- WJCUD letter (2022 09 02) to JCBOS regarding Request for \$1,000,000 Jackson County ARPA grant funds
- MDOH Fluoridation Questionnaire (2022 09 02) to WJCUD regarding Public Drinking Water Supply Community Water records update

9.0 District Operations

9.1 Attorney Report

Board Attorney explained the revisions needed to the Alexis Crossing Subdivision Memorandum of Agreement with Coastal Constructors, LLC.

Mr. Westfall made a motion, seconded by Mr. Spiers to approve the Revised Memorandum of Agreement with Coastal Constructors, LLC for the Alexis Crossing Subdivision as presented. Motion passed unanimously.

9.2 Manager Report

Updates were given on the following:

- Update on meter tampering damage at 14004 Briarwood Drive
- MOA w/Biloxi Back Bay RV Resort pending - their Rep has been out of town; we are having some unusually high flows at our receiving sewage lift station on Riviera – investigating
- High sewer levels in the Ponce de Leon, Cortez Circle, Columbus Circle & Balboa Circle sewage collection system; NOTE: concerns with as-built construction conditions, smoke testing

Billing Summary attached for August 2022

- \$847,486.97 (compared to \$763,347.65 in August 2021) – 11.0% increase
- 8,366 active customers (compared to 8,149 in August 2021) – 2.7% growth
- ❖ Water Production – Aug 2022 (see **TABLE**)
 - 57.3 MG - Total Production
 - 53.4 MG – Water Sold
 - 4.1 MG – Flushing
 - 0.0 MG – Unaccounted for water
- ❖ Customer's note to our customer service department re great performance
- ❖ FY 2022 Income Statement – 11 months ending August 31, 2022
- ❖ Liquid Assets
 - Beginning of FY 2022 (Oct 2021) compared to present, August 31, 2022
- ❖ Minutes of July 20, 2022 Jackson County Planning Commission meeting
 - Map illustrating location of rezoning denied by Jackson County Planning Commission
- ❖ Minutes of August 17, 2022 Jackson County Planning Commission meeting
- ❖ Notice to Proceed – WWFP Phase 4 – sewer project
- ❖ Water Facilities Plan, Phase 5 Map
- ❖ Water Facilities Plan, Phase 5 Engineer Opinion of Cost

10.0 Executive Session – If So Move

Mr. David made a motion, seconded by Mr. Westfall, to enter closed session to determine whether executive session is necessary and proper. Motion passed unanimously.

Mr. Spiers made a motion, seconded by Mr. David, to stay in executive session to discuss: customer settlement and JCUA litigation. Motion passed unanimously.

Mr. David made a motion, seconded by Mr. Westfall to approve a settlement of a doubtful and disputed claim related to an account associated with 13521 Money Farm Road in the amount of \$3,385.21, contingent upon legal review and approval. Motion passed unanimously.

Mr. Westfall made a motion, seconded by Mr. David to approve fee agreement with Galloway Johnson for “as needed” legal services. Motion passed unanimously.

Mr. Spiers made a motion, seconded by Mr. Westfall to return to open session. Motion passed unanimously.

Actions taken in executive session were announced to the public.

11.0 Other Business

12.0 Adjournment

A motion was made by Mr. David, seconded by Mr. Westfall, to adjourn the meeting at 11:12 A.M., September 15, 2022. Motion passed unanimously.



Andrew Westfall
SECRETARY/TREASURER, WJCUD

ORDER NUMBER _____

WHEREAS, the West Jackson County Utility District (hereinafter, "the District") has entered Contract A with CB Developers, Inc. (hereinafter, "CBD") relating to Water Facilities Plans, Phase 4; and

WHEREAS, Staff requests Board consideration and approval of **Contract A Change Order #3** as recommended by Machado Patano, contingent upon MDEQ approval; and

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

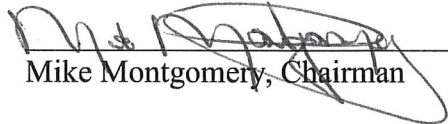
IT IS THEREFORE ORDERED by the Board of Commissioners of West Jackson County Utility District, that Contract A Change Order #3 is hereby approved and authorized, contingent upon MDEQ approval.

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 Strayham absent
- Commissioner Westfall yes
- Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



ORDER NUMBER _____

WHEREAS, the West Jackson County Utility District (hereinafter, "the District") has entered Contract A with CB Developers, Inc. (hereinafter, "CBD") relating to Water Facilities Plans, Phase 4; and

WHEREAS, Staff requests Board consideration and approval of **Pay Application No. 17** in the amount of **\$86,895.06** as recommended by Machado Patano, contingent upon approval by the Mississippi Department of Health for currently reimbursable items; 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 17 is hereby approved and authorized, contingent upon approval by the Mississippi Department of Health for currently reimbursable items.

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 Westfall, seconded by Spiers, and the following vote was recorded:

Chairman Montgomery yes
Commissioner Spiers yes
Commissioner Strayham absent
Commissioner Westfall yes
Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



ORDER NUMBER _____

WHEREAS, the West Jackson County Utility District (hereinafter, "the District") has entered Contract B with CB Developers, Inc. (hereinafter, "CBD") relating to Water Facilities Plans, Phase 4; and

WHEREAS, Staff requests Board consideration and approval of Pay Application No. 17 in the amount of \$50,058.72 as recommended by Machado Patano, contingent upon approval by the Mississippi Department of Health for currently reimbursable items; and

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

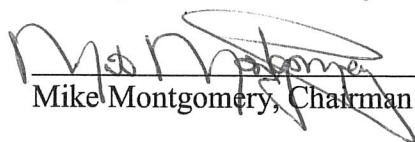
IT IS THEREFORE ORDERED by the Board of Commissioners of West Jackson County Utility District, that Pay Application 17 is hereby approved and authorized, contingent upon approval by the Mississippi Department of Health for currently reimbursable items.

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 David, seconded by Westfall, and the following vote was recorded:

- Chairman Montgomery yes
- Commissioner Spiers yes
- Commissioner Strayham absent
- Commissioner Westfall yes
- Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



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. 13** for the amount of **\$158,131.12** 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;

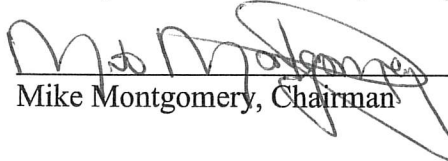
IT IS THEREFORE ORDERED by the Board of Commissioners of West Jackson County Utility District, that Pay Application 13 is hereby approved and authorized.

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 David, and the following vote was recorded:

Chairman Montgomery yes
Commissioner Spiers yes
Commissioner Strayham absent
Commissioner Westfall yes
Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



**EXHIBIT 1
USER CHARGE ORDINANCE FOR WEST JACKSON COUNTY UTILITY DISTRICT
UTILITY SERVICE CHARGES**

The following rate system shall apply to each user. This system includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

WATER RATE SCHEDULE

Residential*

<u>Meter Size</u>	<u>Base Volume</u>	<u>District Rate</u>	<u>Non-District Rate</u>
1", and Smaller, up to.....	2,000 Gallons.....	\$23.23.....	\$27.43
1½", up to.....	4,000 Gallons.....	\$33.83.....	\$38.03
2", up to.....	6,000 Gallons.....	\$40.16.....	\$44.36
Each 1,000 Gallons over Base Volume.....		\$3.17.....	\$3.17

* Residential Meters shall be 5/8", 3/4", or 1" unless otherwise approved by the District.

* District residential customers not yet metered will be assessed \$35.18/month flat rate for water service.

Commercial *

<u>Meter Size</u>	<u>Base Volume</u>	<u>Base Rate</u>
1", and Smaller, up to.....	4,000 Gallons.....	\$43.74
1½", up to.....	8,000 Gallons.....	\$82.07
2", up to.....	12,000 Gallons.....	\$120.94
3", up to.....	27,000 Gallons.....	\$258.45
4", up to.....	40,000 Gallons.....	\$400.61
6", up to.....	80,000 Gallons.....	\$799.05
8", up to.....	130,000 Gallons.....	\$1,208.11
Each 1,000 Gallons Over Base Volume.....		\$3.17

* Commercial rate also includes schools, fire departments, public buildings, and hotels.

Irrigation & Pools

<u>Meter Size</u>	<u>Residential Rate</u>	<u>Commercial Rate</u>
5/8", Meter Base Meter Charge.....	\$4.20.....	\$4.20
1", Meter Base Meter Charge.....	\$5.44.....	\$5.44
1½", Meter Base Meter Charge.....	\$7.72.....	\$7.72
2", Meter Base Meter Charge.....	\$11.43.....	\$11.43
Each 1,000 Gallons Usage.....	\$3.17.....	\$3.17

* Pool drains must be confirmed to discharge exclusively to lawn or wooded areas w/o connection to sewers

SEWER RATE SCHEDULE

Residential*

<u>Meter Size</u>	<u>Base Volume</u>	<u>District Rate</u>	<u>Non-District Rate</u>
1" and Smaller, up to.....	2,000 Gallons.....	\$31.76.....	\$37.01
1½", up to.....	4,000 Gallons.....	\$38.30.....	\$43.55
2", up to.....	6,000 Gallons.....	\$44.84.....	\$50.09
Each 1,000 Gallons over Base Volume.....		\$2.78.....	\$2.78
JCUA Treatment Charge per 1,000 Gallons.....		\$3.78.....	\$3.78

* District residential customers w/o a water meter will be assessed a \$59.35/month flat rate for sewer services

* Non-District residential customers w/o a water meter will be assessed a \$64.60/month flat rate for sewer services.

** JCUA Treatment Charge is adjusted annually concurrently with annual JCUA adjustment

Commercial

<u>Meter Size</u>	<u>Base Volume</u>	<u>Base Rate</u>
1" and Smaller, up to.....	4,000 Gallons.....	\$59.48
1½", up to.....	8,000 Gallons.....	\$91.93
2", up to.....	12,000 Gallons.....	\$125.45
3", up to.....	27,000 Gallons.....	\$235.77
4", up to.....	40,000 Gallons.....	\$352.57
6", up to.....	80,000 Gallons.....	\$675.94
8, up to.....	130,000 Gallons.....	\$1,016.61
Each 1,000 Gallons Over Base Volume.....		\$2.78
JCUA Treatment Charge per 1,000 Gallons.....		\$3.78

* Commercial customers with no public water supply will be assessed a \$62.48/month flat rate for sewer services.

* Commercial Maintenance Plan (if approved equip) \$20.00

* Commercial rate also includes schools, fire departments, public buildings, and hotels.

** JCUA Treatment Charge is adjusted annually concurrently with annual Jackson County Utility Authority adjustment

CONNECTION FEE

<u>Capacity</u>	<u>Water</u>	<u>Sewer</u>
Residential.....per dwelling unit	\$1,200.00	\$1,200.00
Apartments/Condos/Trailer Parks..... per unit	\$800.00	\$800.00
Motel/Hotelper unit	\$400.00	\$400.00
All Other Commercial.....per meter size		
5/8"	\$1,200.00	\$1,200.00
1"	\$3,000.00	\$3,000.00
1 1/2"	\$6,000.00	\$6,000.00
2"	\$10,000.00	\$10,000.00
3"	\$19,000.00	\$19,000.00
4"	\$30,000.00	\$30,000.00
6"	\$60,000.00	\$60,000.00
8"	\$95,500.00	\$95,500.00

Water Tapping

Residential (5/8" x 3/4")* per dwelling unit\$620.00** + directional drilling labor & equipment costs
 Commercial per connection..... equal to cost of labor, material, and equipment by District
**1" meter tapping fees are greater due to cost of materials*
**** Adjusted automatically to reflect the District's current pricing for the equipment**

Sewer Tapping

Residential (Gravity)per dwelling unit.....\$250.00 + directional drilling costs if service is across public street
 Residential (Grinder Station).....per dwelling unit.....\$2,345.75** + directional drilling costs if service is across public street
 Commercial.....per connection.....equal to cost of labor, material, and equipment by District
 Inspection Fee*per connection.....\$50.00
** Includes the following: preliminary inspection and final inspection, additional inspection requests will incur a Re-Inspection Fee of \$50.00 for every inspection*
**** Adjusted automatically to reflect the District's current pricing for the equipment**

MISCELLANEOUS FEES

Service Fees

Returned Checks..... \$30.00
 Late Charge Fee..... 10% of existing bill
 Copy Requests of District Documents.....\$2.50 per page
 Site Service Survey Fee * \$50.00
 Meter Tampering Fee.....\$150.00
 New Service Connection Fee..... \$30.00
 Disconnect Processing Fee (during hours of operation).... \$45.00
 Disconnect Processing Fee (after hours).....\$70.00
** Includes the following: site survey to issue intent to serve document, customer-requested meter data logging (one "free" annually)*

Deposits

Residential - three 1/2 times the prevailing monthly base charge
 Commercial three 1/2 times the prevailing monthly base charge (based upon meter size)

RESOLUTION NUMBER _____

RESOLUTION APPROVING AND ADOPTING THE BUDGET OF THE WEST JACKSON COUNTY UTILITY DISTRICT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023

WHEREAS, the General Manager of the West Jackson County Utility District, has prepared a complete budget of the District revenues and expenses estimated for fiscal year 2022-2023; and

WHEREAS, the Board of Commissioners of the West Jackson County Utility District has studied and considered the budget, a copy of which is attached, and finds that the budget is sufficient and prepared according to law for the fiscal year aforesaid; and

WHEREAS, a public meeting was conducted in relation to the proposed budget; and

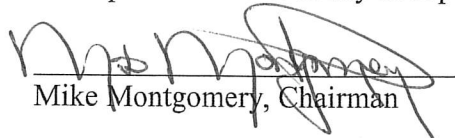
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST JACKSON COUNTY UTILITY DISTRICT, that the budget be, and is hereby approved and adopted as finally determined, and that the budget shall be entered at length and in detail in the minutes of the Board.

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

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

Chairman Montgomery yes
Commissioner Spiers yes
Commissioner ~~Bannister~~ Strayham absent
Commissioner Westfall yes
Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Resolution adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:

Donna Catalanatto



WEST JACKSON COUNTY UTILITY DISTRICT
 RECAP BUDGET FYE 2023

Available Funds Beginning 8/31/2022		586,801
Total Operating Revenues	11,821,183	
Less Cost of Sales	2,414,520	
Revenue After Cost of Sales	9,406,663	
Total Personnel Services	2,210,918	
Total Operating Expenses	1,562,662	
Total Administrative Expense	493,066	
Less Total Expenses	4,266,647	
Net Operating Income	5,140,017	
Total non-operating revenue (expense) Int. & Ad val.	(824,615)	
Net Income	\$ 4,315,402	4,315,402
Total Capital Improvements from Operating Revenues		(817,122)
Debt Service - Principal Only		(2,971,875)
Additional Reserves Projected for FYE 9/30/2023		
Depreciation Account Funding (30k per month)		(360,000)
Capacity Fees - Sewer (Qty 200 * \$1,200.00 ea)		(240,000)
Capacity Fees - Water (Qty 200 * \$1,200.00 ea)		(240,000)
Estimated Operating Balance FYE 9/30/2023		273,206

OPERATING CASH FLOW

WEST JACKSON COUNTY UTILITY DISTRICT
SAVINGS AVAILABLE AS OF 08/31/2022

	<u>Available Funds</u>	<u>Designated Reserve Funds</u>
<u>Savings Accounts as of 8/31/2022</u>		
Beginning Balance Brought Forward:(Bal of Revenue & Operating Accts)	\$ 134,691.65	
<u>Depreciation Acct:</u>		
Depreciation Savings		\$ 2,287,740.30
Interest Earned	\$ 10,512	
<u>Special Projects Acct:</u>		
Sewer Capacity Fees - Existing (thru Aug 2022)		\$ 97,560
Water Capacity Fees - Existing (thru Aug 2022)		\$ 115,615
Current Funds for Future Dockets	\$ 411,600	
Interest Earned	\$ 21,513	
<u>2021 Bond: (2013 refunding)</u>		
Regions Debt Service Reserve		\$ 613,311
Regions Interest Earned	\$ 1,415	
M&M-2021 Bond Debt Service Fund		\$ 586,553
M&M BDS - Interest Earned	\$ 5,394	
M&M-2021 Bond Operating Reserve Fund		\$ 498,242
M&M BOR - Interest Earned	\$ 814	
<u>2020 Bond (USDA Refi):</u>		
M&M - Debt Service Fund		\$ 287,056
Interest Earned	\$ 862	
TOTAL AVAILABLE FUNDS as of 8/31/2022	\$ 586,801	\$ 4,486,078
<u>Additional Reserves Projected for FYE 9/30/2023:</u>		
Depreciation Fund (\$30,000 per month)		\$ 360,000
Estimated Capacity Fee (200 SEWER @ \$1200/ea)		\$ 240,000
Estimated Capacity Fee (200 WATER @ \$1200/ea)		\$ 240,000
TOTAL of ADDITIONAL RESERVES PROJECTED FOR FYE 9/30/2023		\$ 840,000

Operating Budget FYE 2023

	FY 2022 10 month Actual as of July 31, 2022	FY 2022 12 month Actual Projected	FY 2022 12 month Actual Budget	FY 2022 12 month Variance Projected	FY 2023 FINAL BUDGET	BASIS FOR INCREASE / ADJUSTMENT
Revenues						
Sewage Fees - Residential	\$ 4,025,375.10	\$ 4,830,450.12	\$ 4,925,715.00	\$ (95,264.88)	\$ 5,410,543.06	2.5% growth 6%, Rate Inc
Sewage Fees - Commercial	\$ 1,078,032.33	\$ 1,293,638.80	\$ 1,242,849.00	\$ 50,789.80	\$ 1,434,499.12	No Growth 6%, Rate Inc
Water Fees-Residential	\$ 2,323,730.95	\$ 2,788,477.14	\$ 2,715,609.96	\$ 72,867.18	\$ 3,029,680.41	2.5% growth 6%, Rate Inc
Water Fees-Commercial	\$ 662,306.32	\$ 794,767.58	\$ 784,743.96	\$ 10,023.62	\$ 842,453.64	No Growth 6%, Rate Inc
Late Fees-Sewer	\$ 89,888.98	\$ 107,866.78	\$ 94,989.96	\$ 12,876.82	\$ 110,563.45	Actuals @ 2.5% Growth Rate
Late Fees-Water	\$ 47,987.29	\$ 57,584.75	\$ 60,594.00	\$ (3,009.25)	\$ 59,024.37	Actuals @ 2.5% Growth Rate
New/Reconnect Fees-Sewer	\$ 49,585.00	\$ 59,502.00	\$ 61,331.04	\$ (1,829.04)	\$ 60,989.55	Actuals @ 2.5% Growth Rate
New/Reconnect Fees-Water	\$ 49,585.00	\$ 59,502.00	\$ 61,331.04	\$ (1,829.04)	\$ 60,989.55	Actuals @ 2.5% Growth Rate
Capacity Fees-SW	\$ 144,000.00	\$ 172,800.00	\$ 180,000.00	\$ (7,200.00)	\$ 240,000.00	Increase \$900 to \$1,200.00 -33% (Qty 200 *\$1,200)
Capacity Fees-WT	\$ 149,400.00	\$ 179,280.00	\$ 180,000.00	\$ (720.00)	\$ 240,000.00	Increase \$900 to \$1,200.00 -33% (Qty 200 *\$1,200)
Tap Fees-Sewer	\$ 9,000.00	\$ 10,800.00	\$ 7,995.00	\$ 2,805.00	\$ 11,070.00	Actuals @ 2.5% Growth Rate
Tap Fees-Water	\$ 16,290.99	\$ 19,549.19	\$ 13,038.00	\$ 6,511.19	\$ 20,037.92	Actuals @ 2.5% Growth Rate
Grinder Sale	\$ 108,270.00	\$ 129,924.00	\$ 150,000.00	\$ (20,076.00)	\$ 133,172.10	Actuals @ 2.5% Growth Rate
Meter/Ck Valve Fee	\$ 74,814.23	\$ 89,777.08	\$ 76,520.04	\$ 13,257.04	\$ 92,021.50	Actuals @ 2.5% Growth Rate
Irrigation Fees	\$ 677.00	\$ 812.40	\$ 1,506.96	\$ (694.56)	\$ 832.71	Actuals @ 2.5% Growth Rate
Bore Fees-SW	\$ 11,350.00	\$ 13,620.00	\$ 8,226.00	\$ 5,394.00	\$ 13,960.50	Actuals @ 2.5% Growth Rate
Bore Fees-WT	\$ 4,750.00	\$ 5,700.00	\$ 4,382.04	\$ 1,317.96	\$ 5,842.50	Actuals @ 2.5% Growth Rate
Inspection Fees-SW	\$ 11,300.00	\$ 13,560.00	\$ 9,999.96	\$ 3,560.04	\$ 13,899.00	Actuals @ 2.5% Growth Rate
NSF Check Charge-Sewer	\$ 3,349.69	\$ 4,019.63	\$ 3,213.00	\$ 806.63	\$ 4,120.12	Actuals @ 2.5% Growth Rate
NSF Check Charge-Water	\$ 3,349.69	\$ 4,019.63	\$ 3,213.00	\$ 806.63	\$ 4,120.12	Actuals @ 2.5% Growth Rate
Misc. Income-Sewer	\$ 13,283.65	\$ 15,940.38	\$ 5,000.04	\$ 10,940.34	\$ 16,338.89	Actuals @ 2.5% Growth Rate
Misc. Income-Water	\$ 13,841.29	\$ 16,609.55	\$ 5,000.04	\$ 11,609.51	\$ 17,024.79	Actuals @ 2.5% Growth Rate
Total Operating Revenues	\$ 8,892,270.38	\$ 10,670,724.46	\$ 10,595,258.04	\$ 75,466.42	\$ 11,821,183.29	
Cost of Sales						
JCUA Sewage Treatment Comm.	\$ 397,930.00	\$ 477,516.00	\$ 477,516.00	\$ -	\$ 547,428.00	Draft document from JCUA dated 2022 08 19
JCUA-Sewage Treatment - Res.	\$ 1,193,790.00	\$ 1,432,548.00	\$ 1,432,548.00	\$ -	\$ 1,642,284.00	Draft document from JCUA dated 2022 08 19
JCUA TREATMENT PRIOR YR +/-	\$ 193,350.00	\$ 232,020.00	\$ 232,020.00	\$ -	\$ 224,808.00	Draft document from JCUA dated 2022 08 19
Total Cost of Sales	\$ 1,785,070.00	\$ 2,142,084.00	\$ 2,142,084.00	\$ -	\$ 2,414,520.00	
Gross Profit	\$ 7,107,200.38	\$ 8,528,640.46	\$ 8,453,174.04	\$ 75,466.42	\$ 9,406,663.29	
Personnel Services						
Payroll - Office-Sewer	\$ 212,702.09	\$ 255,242.51	\$ 238,053.00	\$ 17,189.51	\$ 324,908.85	per 8/1/22 PR Projection @ 5% COLA
Payroll - Office-Water	\$ 212,675.47	\$ 255,210.56	\$ 238,053.00	\$ 17,157.56	\$ 324,908.85	per 8/1/22 PR Projection @ 5% COLA
Payroll-OT-Office-Sewer	\$ 162.31	\$ 194.77	\$ 1,604.04	\$ (1,409.27)	\$ 690.38	per 8/1/22 PR Projection @ 5% COLA
Payroll-OT-Office-Water	\$ 162.31	\$ 194.77	\$ 1,604.04	\$ (1,409.27)	\$ 690.38	per 8/1/22 PR Projection @ 5% COLA
Payroll- Sewer	\$ 330,005.06	\$ 396,006.07	\$ 482,828.64	\$ (86,822.57)	\$ 473,973.15	per 8/1/22 PR Projection @ 5% COLA
Payroll- Water	\$ 271,282.74	\$ 325,539.29	\$ 379,365.36	\$ (53,826.07)	\$ 380,542.05	per 8/1/22 PR Projection @ 5% COLA
Payroll-OT-Sewer	\$ 16,589.26	\$ 19,907.11	\$ 32,132.16	\$ (12,225.05)	\$ 24,697.05	per 8/1/22 PR Projection @ 5% COLA
Payroll-OT-Water	\$ 10,576.71	\$ 12,692.05	\$ 12,495.84	\$ 196.21	\$ 24,697.05	per 8/1/22 PR Projection @ 5% COLA

Operating Budget FYE 2023

	FY 2022 10 month Actual as of July 31, 2022	FY 2022 12 month Actual Projected	FY 2022 12 month Actual Budget	FY 2022 12 month Variance Projected	FY 2023 FINAL BUDGET	BASIS FOR INCREASE / ADJUSTMENT
Payroll Tax Expense-Sewer	\$ 40,721.38	\$ 48,865.66	\$ 55,119.96	\$ (6,254.30)	\$ 59,866.50	per 8/1/22 PR Projection @ 5% COLA
Payroll Tax Expense-Water	\$ 40,721.39	\$ 48,865.67	\$ 55,119.96	\$ (6,254.29)	\$ 59,866.50	per 8/1/22 PR Projection @ 5% COLA
Payroll-Other Related Serv-Swr	\$ 1,545.95	\$ 1,855.14	\$ 1,164.00	\$ 691.14	\$ 2,164.33	Actuals @ 5% COLA
Payroll-Other Related Serv-Wtr	\$ 1,545.91	\$ 1,855.09	\$ 1,065.96	\$ 789.13	\$ 2,164.27	Actuals @ 5% COLA
Employee Medical (Benefits)-SW	\$ 88,275.55	\$ 105,930.66	\$ 125,144.04	\$ (19,213.38)	\$ 119,681.63	per 8/1/22 PR Projection @ 5% COLA
Employee Medical (Benefits)-WT	\$ 88,275.49	\$ 105,930.59	\$ 125,144.04	\$ (19,213.45)	\$ 119,681.63	per 8/1/22 PR Projection @ 5% COLA
Employee Retirement PERS-SW	\$ 90,877.29	\$ 109,052.75	\$ 119,067.96	\$ (10,015.21)	\$ 134,407.35	per 8/1/22 PR Projection @ 5% COLA
Employee Retirement PERS-WT	\$ 90,877.26	\$ 109,052.71	\$ 119,067.96	\$ (10,015.25)	\$ 134,407.35	per 8/1/22 PR Projection @ 5% COLA
Insurance-Workmen's Comp.-SW	\$ 5,502.68	\$ 6,603.22	\$ 13,722.00	\$ (7,118.78)	\$ 9,385.50	Premium Paid 2022 - \$13,502.00 2023 Actual \$18,771.00
Insurance-Workmen's Comp.-Watr	\$ 5,502.58	\$ 6,603.10	\$ 13,722.00	\$ (7,118.90)	\$ 9,385.50	Premium Paid 2022 - \$13,502.00 2023 Actual \$18,771.01
Board of Commissioners-Sewer	\$ 1,317.50	\$ 1,581.00	\$ 2,400.00	\$ (819.00)	\$ 2,400.00	Rebudget (Based on 2 meeting a month @ 5 Commissioners)
Board of Commissioners-Water	\$ 1,317.50	\$ 1,581.00	\$ 2,400.00	\$ (819.00)	\$ 2,400.00	Rebudget (Based on 2 meeting a month @ 5 Commissioners)
Total Personnel Services	\$ 1,510,636.43	\$ 1,812,763.72	\$ 2,019,273.96	\$ (206,510.24)	\$ 2,210,918.30	
Operating Expenses-Water & Sewer						
Electricity-Sewer	\$ 48,169.57	\$ 57,803.48	\$ 72,503.04	\$ (14,699.56)	\$ 76,128.19	Rebudget @ 5% Inflation
Electricity-Water	\$ 103,695.89	\$ 124,435.07	\$ 124,728.00	\$ (292.93)	\$ 130,964.40	Rebudget @ 5% Inflation
Engineering/Consulting-Sewer	\$ 20,995.00	\$ 25,194.00	\$ 15,000.00	\$ 10,194.00	\$ 26,453.70	Actuals @ 5% Inflation (60% Increase in 2022 to Budget)
Engineering/Consulting-Sewer	\$ 20,905.00	\$ 25,086.00	\$ 15,000.00	\$ 10,086.00	\$ 26,340.30	Actuals @ 5% Inflation (60% Increase in 2022 to Budget)
Legal/Professional Fees-Swr	\$ 64,553.27	\$ 77,463.92	\$ 48,000.00	\$ 29,463.92	\$ 81,337.12	Actuals @ 5% Inflation (62% Increase in 2022 to Budget)
Legal/Professional Fees-Wtr	\$ 62,803.16	\$ 75,363.79	\$ 48,000.00	\$ 27,363.79	\$ 79,131.98	Actuals @ 5% Inflation (62% Increase in 2022 to Budget)
Fuel-Sewer	\$ 28,079.25	\$ 33,695.10	\$ 20,816.04	\$ 12,879.06	\$ 35,379.86	Actuals @ 5% Inflation (62% Increase in 2022 to Budget)
Fuel-Water	\$ 28,079.07	\$ 33,694.88	\$ 20,816.04	\$ 12,878.84	\$ 35,379.63	Actuals @ 5% Inflation (62% Increase in 2022 to Budget)
Lab/Analysis-Water	\$ 34,870.00	\$ 41,844.00	\$ 37,860.00	\$ 3,984.00	\$ 43,936.20	Actuals @ 5% Inflation
Maintenance-Vehicles-Sewer	\$ 11,582.32	\$ 13,898.78	\$ 28,976.04	\$ (15,077.26)	\$ 28,976.04	Rebudget
Maintenance-Vehicles-Water	\$ 10,942.60	\$ 13,131.12	\$ 16,007.04	\$ (2,875.92)	\$ 16,007.04	Rebudget
M&R-SW Reloc./Repair/Bore	\$ 14,841.94	\$ 17,810.33	\$ 27,291.00	\$ (9,480.67)	\$ 27,291.00	Rebudget
M&R-WT Reloc./Repair/Bore	\$ 19,846.33	\$ 23,815.60	\$ 27,066.00	\$ (3,250.40)	\$ 27,066.00	Rebudget
Maintenance-Equipment-Sewer	\$ 6,773.87	\$ 8,128.64	\$ 17,139.00	\$ (9,010.36)	\$ 17,139.00	Rebudget
Maintenance-Equipment-Water	\$ 25,859.49	\$ 31,031.39	\$ 49,950.96	\$ (18,919.57)	\$ 49,950.96	Rebudget
Maint.-Lift Stations-Sewer	\$ 34,077.94	\$ 40,893.53	\$ 120,000.00	\$ (79,106.47)	\$ 60,000.00	Based on 3 Year Average
Maint.-Water Well	\$ 117,690.51	\$ 141,228.61	\$ 120,000.00	\$ 21,228.61	\$ 148,290.04	Actuals @ 5% Inflation
Maint-Elevated Tanks	\$ 84,210.00	\$ 101,052.00	\$ 119,670.00	\$ (18,618.00)	\$ 125,653.50	Rebudget @ 5% Inflation
Repair & Maint-Manholes	\$ -	\$ -	\$ 5,691.96	\$ (5,691.96)	\$ 5,691.96	Rebudget
Repair & Maint Fire Hydrants-W	\$ -	\$ -	\$ 5,199.00	\$ (5,199.00)	\$ 5,199.00	Rebudget
Landscape Maintenance-L/S	\$ 7,980.00	\$ 9,576.00	\$ 9,866.04	\$ (290.04)	\$ 10,440.00	Actuals @ 5% Increase (1 new lift station - Add \$180.00 Annual)
Landscape Maintenance-Well	\$ 4,900.00	\$ 5,880.00	\$ 5,568.96	\$ 311.04	\$ 6,480.00	Actuals @ 5% Increase (2 new well sites - Add \$720.00 Annual)
Clear Easements/ROW - WTR	\$ 1,836.00	\$ 2,203.20	\$ -	\$ 2,203.20	\$ 2,269.30	Actuals @ 3% Inflation
Operating Supplies - Sewer	\$ 289,544.97	\$ 347,453.96	\$ 255,000.00	\$ 92,453.96	\$ 309,760.00	Actuals @ 7.5% due to rise in Sewer Operating Costs
Operating Supplies - Water	\$ 72,871.48	\$ 87,445.78	\$ 70,785.00	\$ 16,660.78	\$ 94,004.21	Actuals @ 7.5% due to rise in Water Operating Costs
Small Tools/Equipment	\$ 4,972.80	\$ 5,967.36	\$ 5,646.00	\$ 321.36	\$ 6,265.73	Actuals @ 5% Inflation
Small Tools/Equipment	\$ 6,374.15	\$ 7,648.98	\$ 7,401.00	\$ 247.98	\$ 8,031.43	Actuals @ 5% Inflation
Uniforms/Gear-Sewer	\$ 12,054.64	\$ 14,465.57	\$ 10,722.96	\$ 3,742.61	\$ 15,188.85	Actuals @ 5% Inflation

Operating Budget FYE 2023

	FY 2022 10 month Actual as of July 31, 2022	FY 2022 12 month Actual Projected	FY 2022 12 month Actual Budget	FY 2022 12 month Variance Projected	FY 2023 FINAL BUDGET	BASIS FOR INCREASE / ADJUSTMENT
Uniforms/Gear-Water	\$ 12,054.57	\$ 14,465.48	\$ 10,722.96	\$ 3,742.52	\$ 15,188.76	Actuals @ 5% Inflation
Telephone Expense-Sewer	\$ 18,755.95	\$ 22,507.14	\$ 23,199.00	\$ (691.86)	\$ 24,358.95	Rebudget @ 5% Inflation
Telephone Expense-Water	\$ 18,755.86	\$ 22,507.03	\$ 23,199.00	\$ (691.97)	\$ 24,358.95	Rebudget @ 5% Inflation
Total Operating Expenses	\$ 1,158,075.63	\$ 1,389,690.76	\$ 1,381,825.08	\$ 7,865.68	\$ 1,562,662.09	
Administrative Expenses						
Accounting & Auditing-Sewer	\$ 8,280.00	\$ 9,936.00	\$ 9,371.04	\$ 564.96	\$ 10,234.08	Actuals @ 3% Inflation
Accounting & Auditing-Water	\$ 8,280.00	\$ 9,936.00	\$ 9,371.04	\$ 564.96	\$ 10,234.08	Actuals @ 3% Inflation
Bad Debts/Write Offs-SW	\$ 52,158.50	\$ 62,590.20	\$ 39,771.96	\$ 22,818.24	\$ 42,589.92	Per Bad Debt Schedule Avg
Bad Debts/Write Offs-WT	\$ 42,442.20	\$ 50,930.64	\$ 39,771.96	\$ 11,158.68	\$ 39,317.19	Per Bad Debt Schedule Avg
Advertising & Promotion-Sewer	\$ 1,072.96	\$ 1,287.55	\$ 567.00	\$ 720.55	\$ 1,351.93	Actuals @ 5% Inflation
Advertising & Promotion-Water	\$ 939.06	\$ 1,126.87	\$ 966.96	\$ 159.91	\$ 1,183.22	Actuals @ 5% Inflation
Bank Service Charge-Sewer	\$ 3,370.45	\$ 4,044.54	\$ 1,566.96	\$ 2,477.58	\$ 4,044.54	Actuals
Bank Service Charge-Water	\$ 3,370.40	\$ 4,044.48	\$ 1,566.96	\$ 2,477.52	\$ 4,044.48	Actuals
Dues & Subscriptions-Sewer	\$ 1,563.25	\$ 1,875.90	\$ 1,454.04	\$ 421.86	\$ 1,969.70	Actuals @ 5% Inflation
Dues & Subscriptions-Water	\$ 1,788.22	\$ 2,145.86	\$ 2,111.04	\$ 34.82	\$ 2,253.16	Actuals @ 5% Inflation
Electricity-Offices-Sewer	\$ 11,261.14	\$ 13,513.37	\$ 13,955.04	\$ (441.67)	\$ 14,189.04	Actuals @ 5% Inflation
Electricity-Offices-Water	\$ 11,261.16	\$ 13,513.39	\$ 13,955.04	\$ (441.65)	\$ 14,189.06	Actuals @ 5% Inflation
Insurance-Property, Liab.-Sewer	\$ 34,691.67	\$ 41,630.00	\$ 44,679.96	\$ (3,049.96)	\$ 47,134.47	Rebudget @ 7.5% 2022 Prem \$81,973.00 @1.5% = \$94,268.95
Insurance-Property, Liab.-Water	\$ 34,691.68	\$ 41,630.02	\$ 44,679.96	\$ (3,049.96)	\$ 47,134.47	Rebudget @ 7.5% 2022 Prem \$81,973.00 @1.5% = \$94,268.95
Miscellaneous Expense-Sewer	\$ 1,545.99	\$ 1,855.19	\$ 1,521.00	\$ 334.19	\$ 1,947.95	Actuals @ 5% Inflation
Miscellaneous Expense-Water	\$ 1,545.94	\$ 1,855.13	\$ 1,536.00	\$ 319.13	\$ 1,947.88	Actuals @ 5% Inflation
Office Supplies-Sewer	\$ 4,030.00	\$ 4,836.00	\$ 5,717.04	\$ (881.04)	\$ 6,002.89	Rebudget @ 5% Inflation
Office Supplies-Water	\$ 4,029.70	\$ 4,835.64	\$ 5,664.96	\$ (829.32)	\$ 5,948.21	Rebudget @ 5% Inflation
Computer Equip/Supplies/Support	\$ 2,082.92	\$ 2,499.50	\$ 2,861.04	\$ (361.54)	\$ 3,004.09	Rebudget @ 5% Inflation
Computer Equip/Supplies/Support	\$ 2,082.76	\$ 2,499.31	\$ 2,625.00	\$ (125.69)	\$ 2,756.25	Rebudget @ 5% Inflation
Software/Licensing/Support	\$ 36,203.04	\$ 43,443.65	\$ 42,353.04	\$ 1,090.61	\$ 45,615.83	Actuals @ 5% Inflation
Software/Licensing/Support	\$ 36,921.85	\$ 44,306.22	\$ 42,588.96	\$ 1,717.26	\$ 46,521.53	Actuals @ 5% Inflation
Postage & Shipping-Sewer	\$ 18,276.67	\$ 21,932.00	\$ 21,531.96	\$ 400.04	\$ 23,028.60	Actuals @ 5% Inflation
Postage & Shipping-Water	\$ 18,681.32	\$ 22,417.58	\$ 22,181.04	\$ 236.54	\$ 23,538.46	Actuals @ 5% Inflation
Printing & Reproduction-Sewer	\$ 12,335.62	\$ 14,802.74	\$ 10,500.00	\$ 4,302.74	\$ 15,542.88	Actuals @ 5% Inflation
Printing & Reproduction-Water	\$ 12,335.50	\$ 14,802.60	\$ 10,869.96	\$ 3,932.64	\$ 15,542.73	Actuals @ 5% Inflation
Rent Expense-Water	\$ 650.00	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	Actuals - No Change in Rent
Repair & Maint/Shop Supplies-S	\$ 13,876.38	\$ 16,651.66	\$ 14,198.04	\$ 2,453.62	\$ 17,484.24	Actuals @ 5% Inflation
Repair & Maint/Shop Supplies-W	\$ 13,876.26	\$ 16,651.51	\$ 15,995.04	\$ 656.47	\$ 17,484.09	Actuals @ 5% Inflation
Taxes and Licenses-SW	\$ 18.91	\$ 22.69	\$ 119.04	\$ (96.35)	\$ 119.04	Rebudget
Taxes and Licenses-WT	\$ 28.90	\$ 34.68	\$ 119.04	\$ (84.36)	\$ 119.04	Rebudget
Travel/Training/Licenses Exp-Swr	\$ 3,393.52	\$ 4,072.22	\$ 2,265.00	\$ 1,807.22	\$ 4,275.84	Actuals @ 5% Inflation
Travel/Training/Licenses Exp-Wtr	\$ 4,766.25	\$ 5,719.50	\$ 9,092.04	\$ (3,372.54)	\$ 6,005.48	Actuals @ 5% Inflation
Alarm/Internet/Waste Exp-SW	\$ 4,759.26	\$ 5,711.11	\$ 7,830.96	\$ (2,119.85)	\$ 7,830.96	Rebudget
Alarm/Internet/Waste Exp-WT	\$ 4,759.16	\$ 5,710.99	\$ 7,830.96	\$ (2,119.97)	\$ 7,830.96	Rebudget
Total Administrative Expense	\$ 394,810.64	\$ 473,772.77	\$ 451,839.08	\$ 21,933.69	\$ 493,066.29	

Operating Budget FYE 2023

	FY 2022 10 month Actual as of July 31, 2022	FY 2022 12 month Actual Projected	FY 2022 12 month Actual Budget	FY 2022 12 month Variance Projected	FY 2023 FINAL BUDGET	BASIS FOR INCREASE / ADJUSTMENT
Total Expenses	\$ 3,063,522.70	\$ 3,676,227.24	\$ 3,852,938.12	\$ (176,710.88)	\$ 4,266,646.68	
Net Operating Income	\$ 4,043,677.68	\$ 4,852,413.22	\$ 4,600,235.92	\$ 252,177.30	\$ 5,140,016.61	
(Non-operating Income)/(Expense)						
Ad Valorem Tax Received-Sewer	\$ 152,083.20	\$ 182,499.84	\$ 188,400.00	\$ (5,900.16)	\$ 165,000.00	Based on Letter sent to Jackson County by JTH on 7/28/22
Ad Valorem Tax Received-Water	\$ 152,083.13	\$ 182,499.76	\$ 188,400.00	\$ (5,900.24)	\$ 165,000.00	Based on Letter sent to Jackson County by JTH on 7/28/23
Lease Income-Bonanza Site	\$ 20,801.25	\$ 20,801.25	\$ 20,801.25	\$ -	\$ 20,801.25	Per Schedule
Lease Income-Walker Site	\$ 16,588.80	\$ 16,588.80	\$ 16,588.80	\$ -	\$ 23,887.87	Per Schedule
Interest Income-Sewer	\$ 11,524.36	\$ 13,829.23	\$ 5,000.04	\$ 8,829.19	\$ 13,829.23	Actuals
Interest Income-Water	\$ 11,524.38	\$ 13,829.26	\$ 5,000.04	\$ 8,829.22	\$ 13,829.26	Actuals
Gain/Loss-Disposition of Asset	\$ -	\$ -	\$ 8,000.04	\$ (8,000.04)	\$ (6,700.00)	Based on Audit 2021 YE Adjustment
Gain/Loss-Disposition of Asset	\$ -	\$ -	\$ 8,000.04	\$ (8,000.04)	\$ (6,700.00)	Based on Audit 2021 YE Adjustment
Interest Expense-Sewer	\$ (519,783.95)	\$ (623,740.74)	\$ (427,629.00)	\$ (196,111.74)	\$ (577,742.06)	Actuals based on Debt Service Reports
Interest Expense-Water	\$ (473,224.31)	\$ (567,869.17)	\$ (371,382.00)	\$ (196,487.17)	\$ (639,820.59)	Actuals based on Debt Service Reports
Fed/State Funds Recd-S	\$ 870.01	\$ 1,044.01	\$ -	\$ 1,044.01	\$ 2,000.00	FEMA / MEMA Expectancy for 2023
Fed/State Funds Recd-W	\$ 870.00	\$ 1,044.00	\$ -	\$ 1,044.00	\$ 2,000.00	FEMA / MEMA Expectancy for 2023
Total non-operating revenue (exp)	\$ (546,663.13)	\$ (655,995.76)	\$ (320,303.00)	\$ (400,653.46)	\$ (824,615.04)	
Net Income	\$ 3,497,014.55	\$ 4,196,417.46	\$ 4,279,932.92	\$ (133,403.62)	\$ 4,315,401.57	
Item Not Requiring Cash						
Depreciation-Sewer	\$ 895,830.00	\$ 1,074,996.00	\$ 1,074,999.96	\$ (3.96)	\$ 1,390,077.00	Per Schedule with expectant loans & purchases
Depreciation-Water	\$ 895,830.00	\$ 1,074,996.00	\$ 1,074,999.96	\$ (3.96)	\$ 1,390,077.00	Per Schedule with expectant loans & purchases
Net Income Less Depreciation	\$ 1,705,354.55	\$ 2,046,425.46	\$ 2,129,933.00	\$ (133,395.70)	\$ 1,535,247.57	

FY	CAPITAL ITEM	QTY	UNIT	COST	TOTALS	2023		2024		2025		2026		2027		2028		2029		
						BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	
1	Maintenances Operations																			
2	Shop Fan	1	1,000	1,000																
3	14" Hurricane Concrete Sink	1	1,100	1,100																
4	Portable 3" Washer Disinfectant Wash Pump w/Access	4	2,500	10,000																
5	New Tapping Machine - 3/4" - 2" Water	1	3,000	3,000																
6	Land Plane Attachment - for Skid Steer	1	1,500	1,500																
7	Street Sweeper Attachment - for Skid Steer	1	14,000	14,000																
8	Vehicle Assets																			
9	VEHICLE - 2023 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	28,000	56,000																
10	VEHICLE - 2024 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	30,000	60,000																
11	VEHICLE - 2025 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	32,000	64,000																
12	VEHICLE - 2026 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	100,000	200,000																
13	VEHICLE - 2027 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	34,000	68,000																
14	VEHICLE - 2028 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a 2014 VAN)	1	25,000	25,000																
15	VEHICLE - 2029 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	35,000	70,000																
16	VEHICLE - 2027 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	1	450,000	450,000																
17	VEHICLE - 2028 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	38,000	76,000																
18	VEHICLE - 2029 DODGE 1500 CREW CAB - SHORTBED; 2-WD (Cycle out a vehicle w/ prior high repair costs)	2	38,000	76,000																
19	Sewer Operations																			
20	Mission Control for 12 LS to Inverter 950 windfall	12	2,587	30,800																
21	4-Inch Sound Attenuated Trailer Mounted Bypass Pump	1	45,000	45,000																
22	35 kW Portable Generator (Diesel) w/Sound Attenuation	1	50,000	50,000																
23	new SECURITY LIGHTS @ 24 SEWAGE LIFT STATIONS; 10 sites have poles	24	100	2,400																
24	Sewer Flow Meters	6	5,000	30,000																
25	CCTV Camera	1	75,000	75,000																
26	Water Operations																			
27	Gate and Fence @ OFB Well	1	4,000	4,000																
28	Replacement eye wash & shower station at McCann	1	2,500	2,500																
29	Replacement Colormeter	1	1,600	1,600																
30	Automatic Flusher	2	2,000	4,000																
31	new SECURITY LIGHTS @ 4 Water Well; all 4 sites have poles	4	70	280																
32	CANOPY over Well Control Panels (OFB, Walker, Lancaster, Tucker, Bonanza, Lisa, McCann)	7	4,000	28,000																
33	CMU GL2 buildings w/Well Control Panel Canopy (Jordan, Newton, Rivera, McCann)	4	15,000	60,000																
34	McCann well pump / well pipe replacement	1	25,000	25,000																
35	125 HP VTP Water Well Pumps (Rewind to Inverter Duty Rated and re-insulate Class B or F to Class H)	1	4,750	4,750																
36	125HP Inverter Duty class H Insulation VTP waterwell motor (2nd Spare - Store in Faraday Cage)	1	12,500	12,500																
37	Tank paint / repair for hydrolocks	4	15,500	62,000																
38	Control Backhaul (SPARE - 125 HP VTP Pump Power - Store in Faraday Cage?)	2	15,000	30,000																
39	AMI System																			
40	ALLELEGRO Pre-Implementation Site Visit	2	1,750	3,500																
41	ALLELEGRO - OCTAVE-METER & new transmitters (to be reimbursed by Commercial account holder)	5	2,500	12,500																
42	ALLELEGRO registers & interpreters (meters)	200	109	21,800																
43	ALLELEGRO Engineering, Surveying, Bidding, Contract Adm (South Phase and North Phase)	1	32,000	32,000																

FY 2023 CIP - w/ 7-YR CAPITAL IMPROVEMENT PLAN	A	B	C	D	H	2023		2024		2025		2026		2027		2028		2029	
						QTY	COST	TOTALS	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET	ACCOUNT	BUDGET
1	ALLEGRO Construction (Base Sta Bkgs - Street)	4	40,000	160,000	160,000	80,000	OR	80,000	OR										
2	ALLEGRO Construction (Base Sta Bkgs - Tower)	2	40,000	80,000	80,000	40,000	OR	40,000	OR										
3	ALLEGRO Base Station (KIS & Install (City of 4)	4	23,200	92,800	92,800	46,400	OR	46,400	OR										
4	ALLEGRO Mobile Lap Top Reading System complete w/lab, mobile carrier, antenna and jampack	1	12,985	12,985	12,985	12,985	OR												
5	ALLEGRO Harmony - software, training, etc.	1	14,557	14,557	14,557	14,557	OR												
6	ALLEGRO Repeater KIS & install (City of 5 @ 27,500 Ea)	5	2,450	12,250	12,250	7,350	OR	4,900	OR										
7	ALLEGRO - OCTAVE METER & new antennas (to be reimbursed by Commercial account holder)	24	278	6,672	6,672	6,672	OR	6,672	OR										
8	ALLEGRO Repeater Pole - Shawwood (Site of Pre-Cast Pole)	1	30,000	30,000	30,000	30,000	OR	30,000	OR										
9	ALLEGRO - OCTAVE METERS (replace compound meters at Bridgewater, Highland Springs, Leansville - to be reimbursed)	3	5,000	15,000	15,000	15,000	OR	15,000	OR										
10	Projects																		
11	Miscellaneous Water System Construction - BOTI OM 2 TOP	7	100,000	700,000	700,000	100,000	OR	100,000	OR										
12	16"x10" WATER WELLS incl. 225 KW Eired Generator @ Daisy Vesty well and MTS for Port Generator @ Van Eston	2	959,250	1,918,500	1,918,500	959,250	W-CF	959,250	W-CF										
13	New 16" HDPE Conduited Trench from Lash Well to Tie to Existing 12" Water Main Along Lamoine Blvd	700	150	105,000	105,000	105,000	OR	105,000	OR										
14	New 8" WATER MAIN along NEW OEB Rd alignment from Rose Farm Rd to Washington POI w Reserve Area	1,200	100	120,000	120,000	120,000	OR	120,000	OR										
15	12" WATER MAIN along OEB ROAD from Talla Point Subd entrance to Yellow Jacket Road	1	175,000	175,000	175,000	175,000	OR	175,000	OR										
16	8" WATER MAIN (under 8'x10" from Milano to Wash to Lamoine Circle)	1,000	100	100,000	100,000	100,000	OR	100,000	OR										
17	WFP Phase 5 - 8" and smaller WATER MAIN - North Cedar Grove and South Cedar Grove	1	6,500,000	6,500,000	6,500,000	6,500,000	W-SRF	6,500,000	W-SRF										
18	WFP Phase 5A - 8" WATER MAIN without prior environmental clearance	1	3,000,000	3,000,000	3,000,000	3,000,000	W-SRF	3,000,000	W-SRF										
19	WFP Phase 6 - Land & ROW for WFP (Elevated Tank site @ MS Ventures property)	1	179,800	179,800	179,800	179,800	OR	179,800	OR										
20	WFP Phase 6 - Construction, Engineering & Observation (One 15MG Composite @ MS Ventures property)	1	3,300,000	3,300,000	3,300,000	3,300,000	OR	3,300,000	OR										
21	WFP Phase 6 - Cut down, relocate exist elevated tank (0.15 MG) (Riprap tank to Armin Road slip)	1	600,000	600,000	600,000	600,000	OR	600,000	OR										
22	WFP Phase 6 - Cut down, dispose off two ex elevated tank (0.1 MG) (Tucker)	2	100,000	200,000	200,000	200,000	OR	200,000	OR										
23	TEST WELLS @ 3 SITES (2,000 YF @ 22,500 YF) - includes sampling	2,400	25	60,000	60,000	60,000	OR	60,000	OR										
24	16"x10" WATER WELL @ OEB Well (replacement Well - develop and screen the 400'-500' SAND)	1	1,250,000	1,250,000	1,250,000	1,250,000	W-CF	1,250,000	W-CF										
25	16"x10" WATER WELL @ Walker Well (replacement Well - develop and screen the 400'-500' SAND)	1	1,250,000	1,250,000	1,250,000	1,250,000	W-CF	1,250,000	W-CF										
26	16"x10" WATER WELL @ McCANN (develop and screen the 400'-500' SAND at McCann)	1	1,250,000	1,250,000	1,250,000	1,250,000	W-CF	1,250,000	W-CF										
27	Abandon 6"x10" Lancaster Well & 6"x10" Newton Well & 6"x10" Riviera Well	3	35,000	105,000	105,000	105,000	OR	105,000	OR										
28	Miscellaneous Sewer System Construction - 80 FT OM 2 TOP	7	100,000	700,000	700,000	100,000	OR	100,000	OR										
29	Alaska Crossing @ Oak Creek Sewer 12-inch Interceptor (PH 1)	2,000	150	300,000	300,000	300,000	DEP	300,000	DEP										
30	15-inch Gravity Sewer from New JCUA PS&S to abandon The Villages Townhomes LS	2,100	150	315,000	315,000	315,000	OR	315,000	OR										
31	Gravity Sewer to Abandon Downwood and Oak View LS	1	400,000	400,000	400,000	400,000	S-CF	400,000	S-CF										
32	Riviera Lift Sta - Replace Old LS w new @ Blvd RV	1	400,000	400,000	400,000	400,000	S-CF	400,000	S-CF										
33	Riviera Lift Sta FM - Update 4-inch FM w new 6-inch HDPE SDR 11 Riviera Drive	1,500	100	150,000	150,000	150,000	S-CF	150,000	S-CF										
34	WWFP 3 - Engineering & Bidding	1	183,000	183,000	183,000	183,000	DEP	183,000	DEP										
35	WWFP 3 - Non SRF eligible Engineering & Bidding	1	184,105	184,105	184,105	184,105	DEP	184,105	DEP										
36	WWFP 3 - Construction (New Portland, Abandon Old Portland/Trenton, Abandon Bayou PI, Abandon Dogwood)	1	2,550,000	2,550,000	2,550,000	2,550,000	S-SRF	2,550,000	S-SRF										
37	WWFP 3 - Non SRF eligible Construction - New PI FM from Severe Cv to Shady Pine Dr	1	300,000	300,000	300,000	300,000	DEP	300,000	DEP										
38	WWFP 4 - Construction Engineering and Observation	1	10,426,796	10,426,796	10,426,796	10,426,796	S-SRF	10,426,796	S-SRF										
39	WWFP 5 - Construction, Engineering and Observation	1	7,500,000	7,500,000	7,500,000	7,500,000	S-SRF	7,500,000	S-SRF										
40	WWFP 5 - Construction, Engineering and Observation	1	7,500,000	7,500,000	7,500,000	7,500,000	S-SRF	7,500,000	S-SRF										

Notes Payable 10/01/2022-9/30/2023		PRINCIPAL	INTEREST	TOTAL	LIAB G/L #	Monthly Payment	Interest Rate	Due Date	PAY BY	EOY PRIN BALANCE	PAYOFF DATE
2	MS DEQ SRF-C280870-02	\$ 125,911.08	\$ 21,033.48	\$ 146,944.56	23930	\$12,245.38	2.75%	1st	ck	\$696,366.39	10/2028
3	MS DOH DWI-H280061-03	\$ 78,363.84	\$ 9,645.24	\$ 88,009.08	23925	\$7,334.09	1.95%	26th	ck	\$452,053.86	2/2029
4	MS DOH DWI-H280061-04	\$ 39,088.07	\$ 4,811.05	\$ 43,899.12	23920	\$3,658.26	1.95%	26th	ck	\$225,484.60	2/2029
5	MS DOH DWI-L300156-05	\$ 205,795.02	\$ 46,509.53	\$ 252,304.55	23940	\$21,025.38	1.95%	1st	ck	\$2,273,299.94	9/2033
6	MS DOH DWI-L410006-01	\$ 177,877.54	\$ 44,130.17	\$ 222,007.71	23950	\$18,500.64	1.95%	1st	ck	\$2,166,448.75	8/2034
7	MS DOH DWI-L300156-07	\$ 141,049.61	\$ 49,571.70	\$ 190,621.31	23955	\$15,885.11	1.95%	1st	ck	\$2,465,509.40	8/2038
8	MS DEQ SRF-C280870-03	\$ 351,263.22	\$ 127,493.82	\$ 478,757.04	23935	\$39,896.42	1.75%	10th	ck	\$7,094,585.93	11/2040
9	MS DEQ SRF-C280870-04	\$ 169,526.56	\$ 55,877.24	\$ 225,403.80	23960	\$18,783.65	1.75%	10th	ck	\$3,100,912.94	6/2039
10	BOND Series 2020	\$ 327,000.00	\$ 183,200.00	\$ 510,200.00	20360	\$42,429.17	W/S	1/2 YR	EFT	\$7,001,000.00	12/2040
11	BOND 2013 (Balance Paid from Escrow)	\$ 580,000.00	\$ 412,500.00	\$ 992,500.00	20350	\$76,894.00	W/S	1/2 YR	EFT	\$0.00	12/2023
12	BOND Series 2021	\$ 776,000.00	\$ 150,975.03	\$ 926,975.03	20325	\$26,228.80	Variable	1/2 YR	EFT	\$7,486,000.00	12/2032
13	MS DOH DWI-L300156-08	\$ 143,691.98	\$ 111,815.38	\$ 255,507.37	23965	\$21,292.28	1.95%		ck	\$6,434,841.02	12/2052
Total Debt Service		\$ 2,971,874.94	\$ 1,217,562.64	\$ 4,333,129.57		\$304,173.18				\$39,396,502.83	
				Total Monthly							
		\$ 639,820.59	water								
		\$ 577,742.06	sewer								
		\$ 1,217,562.64	total interest								
		\$ 2,267,186.65	water								
		\$ 2,065,942.92	sewer								
		\$ 4,333,129.57	total payments								

7 YR Debt Service Coverage Ratio

	FY 2022 12 Month Actual Projected	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Total Operating Revenues	\$ 10,670,724.46	\$ 11,821,183.29	\$ 12,059,789.05	\$ 12,304,359.96	\$ 12,555,045.14	\$ 12,811,997.45	\$ 13,075,373.56	\$ 13,345,334.08
Total Cost of Sales	\$ 2,142,084.00	\$ 2,414,520.00	\$ 2,469,262.80	\$ 2,525,374.17	\$ 2,582,888.32	\$ 2,641,840.33	\$ 2,702,266.14	\$ 2,764,202.59
Gross Profit	\$ 8,528,640.46	\$ 9,406,663.29	\$ 9,590,526.25	\$ 9,778,985.79	\$ 9,972,156.81	\$ 10,170,157.11	\$ 10,373,107.42	\$ 10,581,131.49
Total Personnel Services Expenses	\$ 1,812,763.72	\$ 2,210,918.30	\$ 2,277,101.85	\$ 2,345,270.91	\$ 2,415,485.04	\$ 2,487,805.59	\$ 2,562,295.75	\$ 2,639,020.63
Total Operating Expenses	\$ 1,389,690.76	\$ 1,562,662.09	\$ 1,608,830.01	\$ 1,657,094.91	\$ 1,706,807.76	\$ 1,758,011.99	\$ 1,810,752.35	\$ 1,865,074.92
Total Administrative Expenses	\$ 473,772.77	\$ 493,066.29	\$ 507,858.27	\$ 523,094.01	\$ 538,786.83	\$ 554,950.44	\$ 571,598.95	\$ 588,746.92
Total Expenses	\$ 3,676,227.24	\$ 4,266,646.68	\$ 4,393,790.13	\$ 4,525,459.84	\$ 4,661,079.63	\$ 4,800,768.02	\$ 4,944,647.06	\$ 5,092,842.47
Net Operating Income	\$ 4,852,413.22	\$ 5,140,016.61	\$ 5,196,736.12	\$ 5,253,525.95	\$ 5,311,077.18	\$ 5,369,389.09	\$ 5,428,460.36	\$ 5,488,289.02
DEBT SERVICE COVERAGE								
Net Operating Income	\$ 5,140,016.61	\$ 5,140,016.61	\$ 5,196,736.12	\$ 5,253,525.95	\$ 5,311,077.18	\$ 5,369,389.09	\$ 5,428,460.36	\$ 5,488,289.02
Ad Valorem Tax Received - Sewer	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
Ad Valorem Tax Received - Water	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
Interest Income - Sewer	\$ 13,829.23	\$ 13,829.23	\$ 13,829.23	\$ 13,829.23	\$ 13,829.23	\$ 13,829.23	\$ 13,829.23	\$ 13,829.23
Interest Income - Water	\$ 13,829.26	\$ 13,829.26	\$ 13,829.26	\$ 13,829.26	\$ 13,829.26	\$ 13,829.26	\$ 13,829.26	\$ 13,829.26
Lease Income - Bonanza site	\$ 20,801.25	\$ 20,801.25	\$ 20,801.25	\$ 20,801.25	\$ 20,801.25	\$ 20,801.25	\$ 20,801.25	\$ 20,801.25
Lease Income - Walker site	\$ 23,887.87	\$ 23,887.87	\$ 23,887.87	\$ 23,887.87	\$ 23,887.87	\$ 23,887.87	\$ 23,887.87	\$ 23,887.87
Gain/Loss - Disposition of Asset - Sewer	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)
Gain/Loss - Disposition of Asset - Water	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)	\$ (6,700.00)
Net Income (Excludes Interest Expense & Depreciation)	\$ 5,528,964.21	\$ 5,585,683.73	\$ 5,642,473.56	\$ 5,700,024.79	\$ 5,758,336.70	\$ 5,817,407.97	\$ 5,877,236.63	
Debt Service - Sewer	\$ 2,065,942.92	\$ 1,815,565.36	\$ 2,210,578.14	\$ 2,214,574.64	\$ 2,258,894.22	\$ 2,679,820.32	\$ 2,548,278.64	
Debt Service - Water	\$ 2,267,186.65	\$ 1,623,287.43	\$ 1,753,414.62	\$ 2,176,547.71	\$ 2,044,148.46	\$ 2,045,937.96	\$ 1,972,149.00	
TOTAL DEBT SERVICE (TDS)	\$ 4,333,129.57	\$ 3,438,852.79	\$ 3,963,992.76	\$ 4,391,122.35	\$ 4,303,042.68	\$ 4,725,758.28	\$ 4,520,427.64	
Debt Service Coverage Ratio (DSCR)	1.28	1.62	1.42	1.30	1.34	1.23	1.30	
Revenue Available for Capital & Depreciation Expense	\$ 1,195,834.64	\$ 2,146,830.94	\$ 1,678,480.80	\$ 1,308,902.44	\$ 1,455,294.02	\$ 1,091,649.69	\$ 1,356,808.99	

ORDER NUMBER _____

WHEREAS, the HM Development, LLC (hereinafter, "Owner/Developer") owns certain real property located within the District (also known as "Scarlett Glenn Subdivision"), which it intends to subdivide and develop; and

WHEREAS, prior to construction, the Owner/Developer requires approval of plans and a final plat by the Jackson County, Mississippi Board of Supervisors (hereinafter, "Board of Supervisors"); and

WHEREAS, prior to approval, the Board of Supervisors requires assurance that the West Jackson County Utility District (hereinafter, "the District") will provide wastewater service and transportation for Alexis Crossing Subdivision; and

WHEREAS, in order to provide such services, additional off-site infrastructure is necessary; and

WHEREAS, Staff recommends the Owner/Developer and the District enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes; and

WHEREAS, the Board of Commissioners hereby finds it is in the best interests of the District to enter into the attached Memorandum of Agreement to memorialize these obligations;

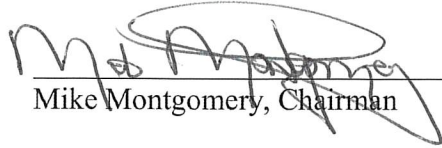
IT IS THEREFORE ORDERED by the Board of Commissioners of West Jackson County Utility District, that the attached Memorandum of Agreement between the District and HM Development, LLC is hereby approved and authorized.

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 David, seconded by Westfall, and the following vote was recorded:

Chairman Montgomery yes
Commissioner Spiers yes
Commissioner Strayham absent
Commissioner Westfall yes
Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:


Donna Catalanatto



**MEMORANDUM OF AGREEMENT
BETWEEN WEST JACKSON COUNTY UTILITY DISTRICT
AND HM DEVELOPMENT, LLC**

This Agreement is made and entered into by West Jackson County Utility District (hereinafter, “the District”) and HM Development, LLC (hereinafter, “Owner/Developer”) on the 23rd day of SEPTEMBER 20th, 2022 for the purpose of facilitating the development of certain real property identified herein.

The Agreement is as follows:

WHEREAS, the Owner/Developer owns fee simple title to certain real property identified as the “Project Site” in the Construction Plans attached hereto as “Exhibit A”, which will be developed as the “Scarlett Glenn Development”; and

WHEREAS, prior to construction, the Owner/Developer requires approval of plans and a final plat by the Jackson County, Mississippi Board of Supervisors (hereinafter, “Board of Supervisors”); and

WHEREAS, prior to approval, the Board of Supervisors requires assurance that the District will provide wastewater service and transportation for the Scarlett Glenn Development; and

WHEREAS, such assurance will require off-site improvements which are detailed on “Exhibit B” to this Agreement; and

WHEREAS, the Owner/Developer and the District desire to enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner/Developer and the District hereby agree as follows:

1. The Owner/Developer’s responsibilities are as follows:
 - a. Owner/Developer shall design, purchase, construct, and install on-site water and sewer infrastructure for the Scarlett Glenn Development (hereinafter, “on-site improvements”) in accordance with the District’s standard criteria for such developments, in addition to any other criteria hereinafter imposed by the District due to the condition and age of the existing infrastructure; and
 - b. Owner/Developer shall connect the off-site improvements to the Scarlett Glenn Development upon completion and final District approval of the on-site infrastructure described herein.
 - c. Owner/Developer shall contribute 40% of costs associated with the construction of the off-site improvements, including engineering, labor, materials, equipment, and any other actual

costs incurred by the District, up to \$150,000.00 (hereinafter, "Owner/Developer's contribution").

- d. Members of the Owner/Developer shall personally guarantee the monetary responsibility of the Owner/Developer.
 - e. Owner/Developer's contribution will be due to the District within 30 days of the contractor's substantial completion of the off-site improvements.
2. The District's responsibilities are as follows:
- a. The District will construct the off-site sewer improvements, as outlined in "Exhibit B"; and
 - b. The District will permit connection of the off-site improvements to the Scarlett Glenn Development upon completion and final District approval of the on-site infrastructure described herein.
 - c. Ownership of the off-site infrastructure will remain with the District, and the District will be responsible for future maintenance of said infrastructure.
3. General Terms and Conditions:
- a. The parties hereto agree that the terms of this Agreement are contractual and not mere recitals.
 - b. Failure of the Owner/Developer to perform any or all of the obligations referenced herein may result in the termination thereof by the District at its option.
 - c. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
 - d. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
 - e. This Agreement shall be governed and construed under the laws of the State of Mississippi.
 - f. This Agreement constitutes the entire agreement between the parties, and each party acknowledges that there are no other or further agreements not expressly included herein, and that this Agreement may be modified, altered or amended only in writing, duly notarized and signed by each in the form of this original.
 - g. Each party agrees that he/she/it will sign and execute any further or additional documents or other legal documents as may be necessary to consummate the provisions of this Agreement.
 - h. This Agreement may be executed in a number of counterparts and each counterpart shall be considered as an original and have the same force and affect as an original.

STATE OF Louisiana
Parish
COUNTY OF St. Tammany

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named T.R. HENNING, who acknowledged to me that he, as a duly authorized member or manager of HM Development, LLC, has the authority to bind said entity as owner/developer of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of HM Development, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16th day of September, 2022.



NOTARY PUBLIC

My Commission Expires: with LLC



i. Owner/Developer may be served with this agreement and any notices related thereto at:

HM Development, LLC
381 HWY 21, Ste. 201
Madisonville, LA 70447


j. West Jackson County Utility District may be served with this agreement and my notices related thereto at:

West Jackson County Utility District
P.O. Box 1230
Ocean Springs, MS 39566

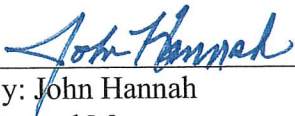
DATED, this the __ day of September, 2022.

HM Development, LLC

West Jackson County Utility District



By:
Owner and Authorized Agent



By: John Hannah
General Manager

STATE OF Mississippi
COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Hannah, who acknowledged to me that he, as a duly authorized agent of West Jackson County Utility District, has the authority to bind said entity as general manager, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of West Jackson County Utility District, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of September, 2022.

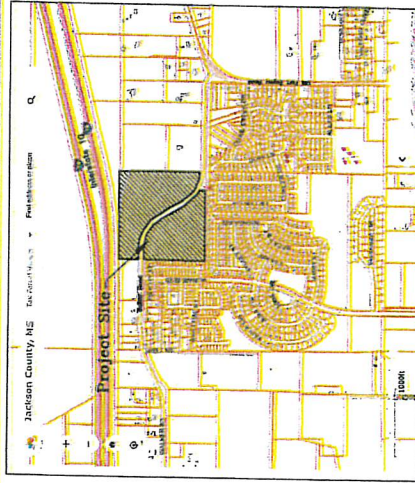
Amanda M Paris
NOTARY PUBLIC

My Commission Expires: November 19, 2024



INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Boundary and Topo Survey
3	Lot and Street Layout
4	Traffic Control Plan
5-6	Erosion Control Plan
7	Drainage Plan
7A	Walker Road Culvert Design
8	Detention Pond Details
9	Utility Plan
10-17	Plan and Profile Sheets
18-21	Construction Details
D1.01-D1.04	W/CUD Sewer Details
D2.01-D2.02	W/CUD Water Details



Vicinity Map
nts

CONSTRUCTION PLANS FOR Walker Road Subdivision

Jackson County, Mississippi

Prepared For:

Tim Henning

P.O. Box 67

Mandeville, LA 70470



Revised 3/31/21



Dennis Stieffel and Associates, Inc.
Consulting Engineers



13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638
Fax (228) 392-1679
denisstieffel@cobleone.net

JOB # 728

BEARING REFERENCE: GEODETIC NORTH BY GRS OBSERVATION (NAD83; COES90)



SCALE 1" = 80'

FLOOD ZONE NOTE:
 FLOOD ZONE DATA HAS BEEN OBTAINED FROM THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION (DOT&C) AND IS SHOWN ON THE ATTACHED FLOOD ZONE MAP. THE ENGINEER HAS REVIEWED THIS INFORMATION AND HAS DETERMINED THAT THE PROPOSED PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON THE ATTACHED FLOOD ZONE MAP. HOWEVER, THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE FLOOD ZONE DATA OR THE RESULTS OF HIS REVIEW. THE USER SHALL VERIFY THE ACCURACY OF THE FLOOD ZONE DATA FOR HIS OWN PROJECT.

ABBREVIATION LEGEND:
 C - CENTERLINE
 P - PAVEMENT
 S - SIDEWALK
 U - UTILITY
 W - WETLANDS

DEED DESCRIPTION:
 THE SOUTHEAST 1/4 OF SECTION 4, RANGE 8 WEST, TOWNSHIP 7 SOUTH, WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON PLAT PAGES 144-149 OF RECORD 4.

LESS & EXCEPT:
 THE SOUTHWEST 1/4 OF SECTION 4, RANGE 8 WEST, TOWNSHIP 7 SOUTH, WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON PLAT PAGES 144-149 OF RECORD 4.

DEED DESCRIPTION:
 THE SOUTHWEST 1/4 OF SECTION 4, RANGE 8 WEST, TOWNSHIP 7 SOUTH, WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON PLAT PAGES 144-149 OF RECORD 4.

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 THE SOUTHWEST 1/4 OF SECTION 4, RANGE 8 WEST, TOWNSHIP 7 SOUTH, WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON PLAT PAGES 144-149 OF RECORD 4.

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 THE SOUTHWEST 1/4 OF SECTION 4, RANGE 8 WEST, TOWNSHIP 7 SOUTH, WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON PLAT PAGES 144-149 OF RECORD 4.

CLIENT:
 HUGER ENTERPRISES
 OFFICE ADDRESS: WALKER ROAD
 OCEAN SPRINGS, MS 38841
 PARCEL NUMBER: 03002830.000



PROFESSIONAL LAND SURVEYOR
 PATRICK M. MARTINO, PLS
 EMAIL: PATRICK@MARTINOSURVEYING.COM
 PHONE/FAX: 228-398-2328
 13014 N. HUNTERSWOOD DRIVE
 JACKSON, MISSISSIPPI 39206

WETLANDS NOTE:
 THE SURVEY HAS BEEN CONDUCTED IN ACCORDANCE WITH THE WETLANDS REGULATIONS OF THE U.S. ARMY CORPS OF ENGINEERS. THE SURVEYOR HAS IDENTIFIED WETLANDS AREAS AND HAS SHOWN THEM ON THE ATTACHED WETLANDS MAP. THE USER SHALL VERIFY THE ACCURACY OF THE WETLANDS DATA FOR HIS OWN PROJECT.

BOUNDARY NOTES:
 THE BOUNDARY LINES SHOWN ON THIS SURVEY MAP WERE OBTAINED FROM A FIELD SURVEY CONDUCTED BY THE SURVEYOR. THE SURVEYOR HAS REVIEWED THE ADJACENT SURVEYS AND HAS DETERMINED THAT THE BOUNDARY LINES SHOWN ON THIS SURVEY MAP ARE CORRECT. THE USER SHALL VERIFY THE ACCURACY OF THE BOUNDARY LINES FOR HIS OWN PROJECT.

REFERENCE MATERIALS:
 ALL SURVEYING DATA WAS OBTAINED FROM THE FOLLOWING SOURCES:
 1. FIELD SURVEY CONDUCTED BY THE SURVEYOR.
 2. ADJACENT SURVEYS AND PLATS.
 3. PUBLIC RECORDS AND MAPS.
 4. U.S. GEOLOGICAL SURVEY TOPOGRAPHIC MAPS.

NOTES:
 1. THE SURVEYOR HAS REVIEWED THE ADJACENT SURVEYS AND HAS DETERMINED THAT THE BOUNDARY LINES SHOWN ON THIS SURVEY MAP ARE CORRECT.
 2. THE SURVEYOR HAS IDENTIFIED WETLANDS AREAS AND HAS SHOWN THEM ON THE ATTACHED WETLANDS MAP.
 3. THE SURVEYOR HAS IDENTIFIED FLOOD HAZARD AREAS AND HAS SHOWN THEM ON THE ATTACHED FLOOD ZONE MAP.

BOUNDARY NOTES:
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A SURVEY OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI.

REFERENCE MATERIALS:
 ALL SURVEYING DATA WAS OBTAINED FROM THE FOLLOWING SOURCES:
 1. FIELD SURVEY CONDUCTED BY THE SURVEYOR.
 2. ADJACENT SURVEYS AND PLATS.
 3. PUBLIC RECORDS AND MAPS.
 4. U.S. GEOLOGICAL SURVEY TOPOGRAPHIC MAPS.

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 1. THE SURVEYOR HAS REVIEWED THE ADJACENT SURVEYS AND HAS DETERMINED THAT THE BOUNDARY LINES SHOWN ON THIS SURVEY MAP ARE CORRECT.
 2. THE SURVEYOR HAS IDENTIFIED WETLANDS AREAS AND HAS SHOWN THEM ON THE ATTACHED WETLANDS MAP.
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 2. ADJACENT SURVEYS AND PLATS.
 3. PUBLIC RECORDS AND MAPS.
 4. U.S. GEOLOGICAL SURVEY TOPOGRAPHIC MAPS.

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LEGEND:
 CAP: CENTERLINE
 DETAIL: DETAIL OF THE PROJECT

BASIS OF ELEVATION:
 ALL ELEVATIONS ARE BASED ON THE MEAN SEA LEVEL DATUM AS SHOWN ON THE ATTACHED FLOOD ZONE MAP.

LEGEND:
 CAP: CENTERLINE
 DETAIL: DETAIL OF THE PROJECT

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 DETAIL: DETAIL OF THE PROJECT

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LEGEND:
 CAP: CENTERLINE
 DETAIL: DETAIL OF THE PROJECT

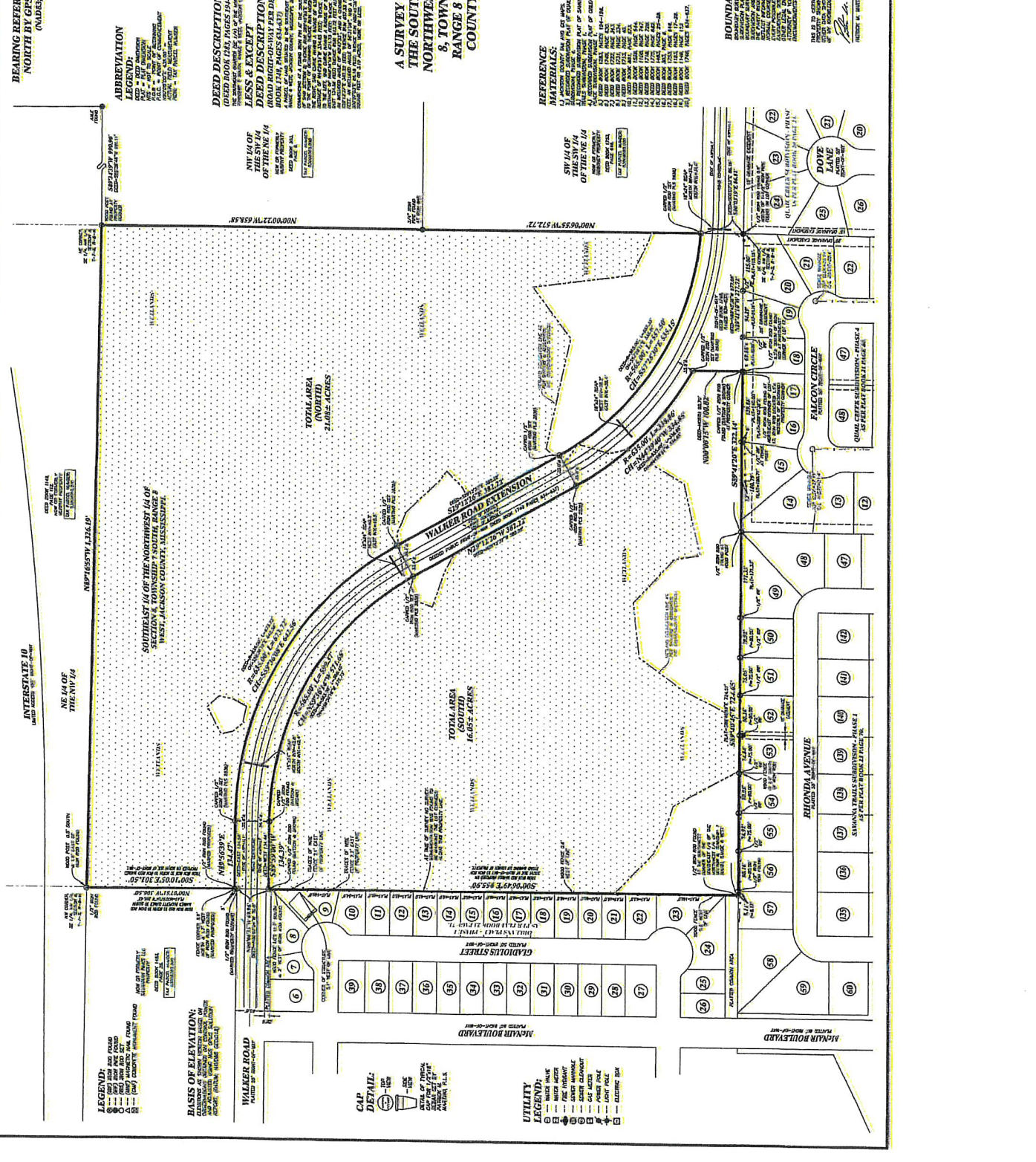
BASIS OF ELEVATION:
 ALL ELEVATIONS ARE BASED ON THE MEAN SEA LEVEL DATUM AS SHOWN ON THE ATTACHED FLOOD ZONE MAP.

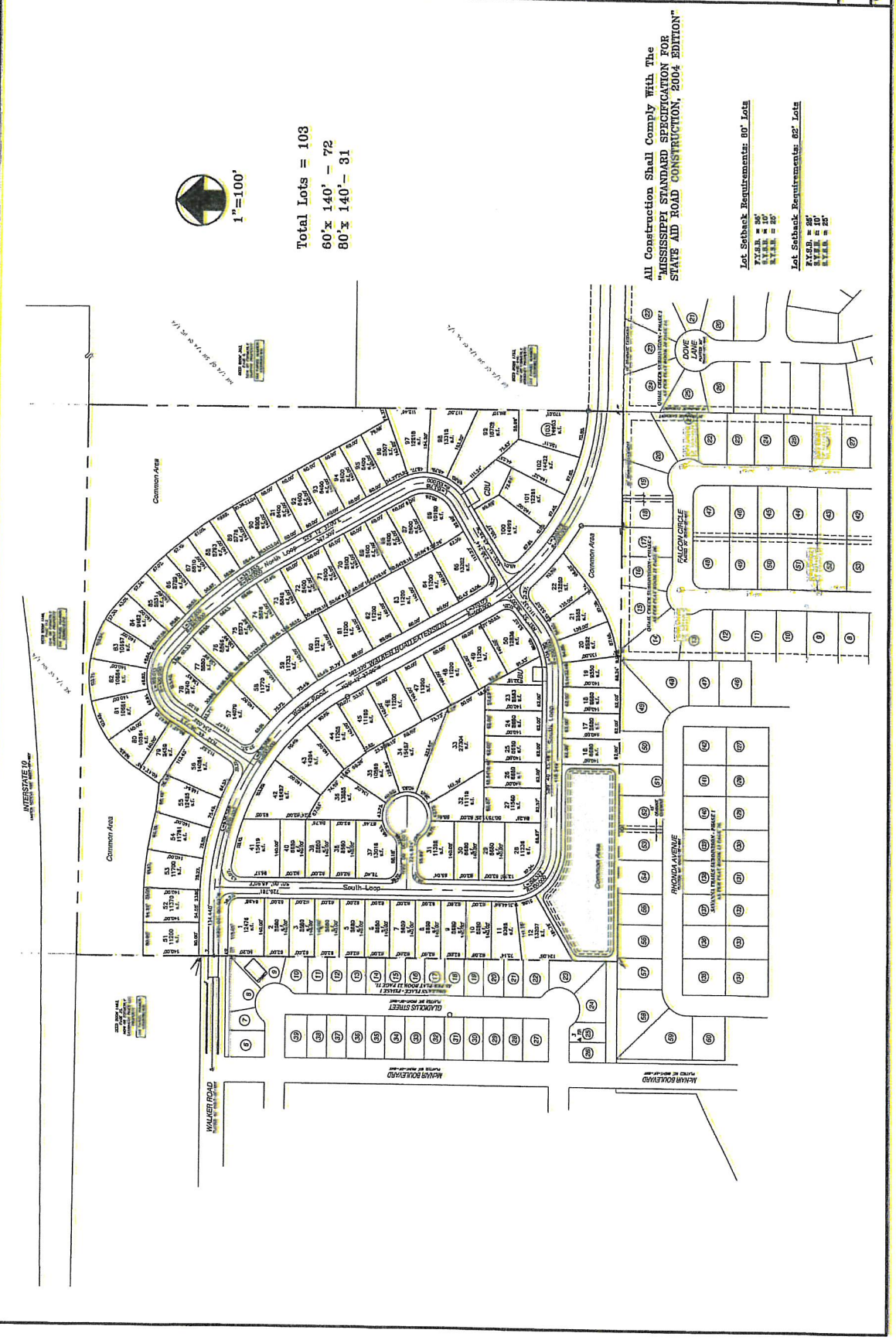
LEGEND:
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 DETAIL: DETAIL OF THE PROJECT

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 DETAIL: DETAIL OF THE PROJECT

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 ALL ELEVATIONS ARE BASED ON THE MEAN SEA LEVEL DATUM AS SHOWN ON THE ATTACHED FLOOD ZONE MAP.





Total Lots = 103
 60' x 140' - 72
 80' x 140' - 31

All Construction Shall Comply With The
 "MISSISSIPPI STANDARD SPECIFICATION FOR
 STATE AID ROAD CONSTRUCTION, 2004 EDITION"

Lot Setback Requirements: 80' Lots
 F.A.S. = 80'
 F.L.S. = 80'
 F.T.S. = 80'

Lot Setback Requirements: 60' Lots
 F.A.S. = 60'
 F.L.S. = 60'
 F.T.S. = 60'

DESIGN GROUP
 ARCHITECTURAL & ENGINEERING
 1918 Howard Ave Suite F
 Ocean Springs, AL 36567
 www.mpsdesigngroup.com

Designed by: **Blair**
 918 Howard Ave Suite F
 Ocean Springs, AL 36567
 www.mpsdesigngroup.com

CONSTRUCTION PLANS FOR
QUAIL CREEK INTERCEPTOR
WEST JACKSON COUNTY
UTILITY DISTRICT
7200 MCCANN ROAD, BLOOM, MS 39532

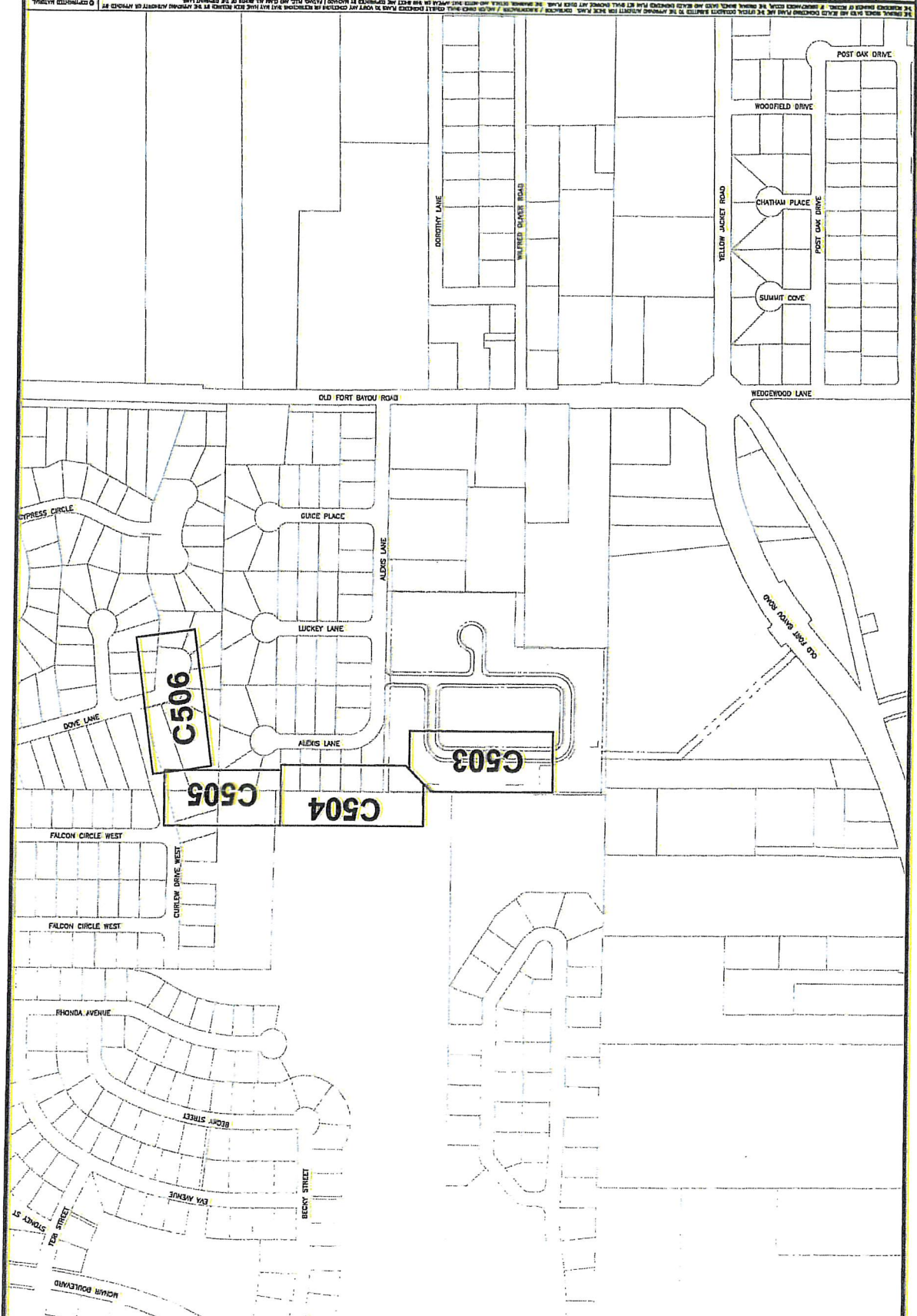
REVISIONS

NO.	DATE	DESCRIPTION
1	02/22/22	ISSUED FOR PERMITS
2	03/01/22	REVISED PER COMMENTS
3	03/01/22	REVISED PER COMMENTS
4	03/01/22	REVISED PER COMMENTS
5	03/01/22	REVISED PER COMMENTS
6	03/01/22	REVISED PER COMMENTS
7	03/01/22	REVISED PER COMMENTS
8	03/01/22	REVISED PER COMMENTS
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97	03/01/22	REVISED PER COMMENTS
98	03/01/22	REVISED PER COMMENTS
99	03/01/22	REVISED PER COMMENTS
100	03/01/22	REVISED PER COMMENTS

C500

VERTICAL SCALES
 1" = 10'-0" (VERTICAL)
 1" = 40'-0" (HORIZONTAL)

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____



Revised: 5/14/2022 10:17 AM. User: Pasha. Last Saved: 5/14/2022 10:18 AM. User: Pasha. File: 2022 West Jackson County Utility Interceptor (2022) 22.00.dwg. Project: West Jackson County Utility Interceptor (2022) - Production. Drawing: Working Lay Outing.

DESIGN GROUP
 "Designed to Build"
 918 Howard Ave. Suite F
 Biloxi, MS 39260
 601.372.3300
 www.designgroup.ms

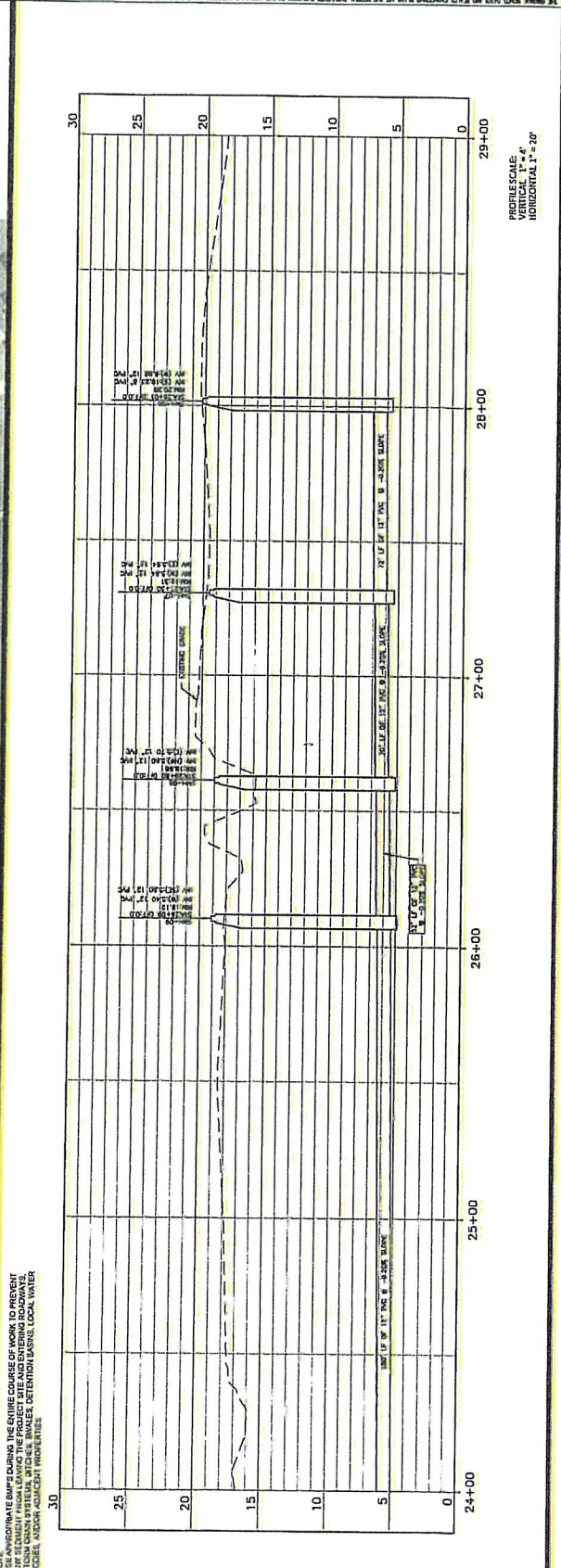
**CONSTRUCTION PLANS FOR
 QUAIL CREEK INTERCEPTOR
 WEST JACKSON COUNTY
 UTILITY DISTRICT
 7200 MCCANN ROAD, BLOXK, MS 39532**

SCALE: AS SHOWN
 PROJECT NO. 22031.004
 DRAWING NO. 22031.004
 DATE: 07/2022
 DESIGNED BY: [Name]
 CHECKED BY: [Name]

STA. 24+00 TO 29+00

C506
 SHEET NUMBER

DATE: [Blank]
 REVISION NAME: [Blank]
 REV: [Blank]



NOTE: USE APPROPRIATE BIRPS DURING THE ENTIRE COURSE OF WORK TO PREVENT UNNECESSARY SETTLEMENT AND TO MAINTAIN THE PROPOSED INTERCEPTOR AT THE CORRECT ELEVATION. STATION QUAIL STATION. ALSO, MAINTAIN SUFFICIENTLY WIDE LOCAL TURNER SCOUR AND ADJACENT PROPERTIES.

PRINTED: 9/17/2022 2:19 PM BY: [Name] LAST SAVE: 9/17/2022 2:19 PM BY: [Name]
 PLOT: 9/17/2022 2:19 PM BY: [Name] PLOT: 9/17/2022 2:19 PM BY: [Name]

ORDER NUMBER _____

WHEREAS, the SL Coastal, LLC (hereinafter, "Owner/Developer") owns certain real property located within the District (also known as "Crane Landing Subdivision"), which it intends to subdivide and develop; and

WHEREAS, prior to construction, the Owner/Developer requires approval of plans and a final plat by the Jackson County, Mississippi Board of Supervisors (hereinafter, "Board of Supervisors"); and

WHEREAS, prior to approval, the Board of Supervisors requires assurance that the West Jackson County Utility District (hereinafter, "the District") will provide wastewater service and transportation for Alexis Crossing Subdivision; and

WHEREAS, in order to provide such services, additional off-site infrastructure is necessary; and

WHEREAS, Staff recommends the Owner/Developer and the District enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes; and

WHEREAS, the Board of Commissioners hereby finds it is in the best interests of the District to enter into the attached Memorandum of Agreement to memorialize these obligations;

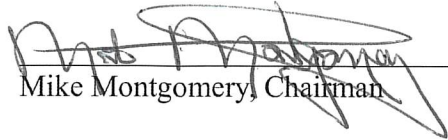
IT IS THEREFORE ORDERED by the Board of Commissioners of West Jackson County Utility District, that the attached Memorandum of Agreement between the District and SL Coastal, LLC is hereby approved and authorized.

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 Strayham absent
- Commissioner Westfall yes
- Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:





**MEMORANDUM OF AGREEMENT
BETWEEN WEST JACKSON COUNTY UTILITY DISTRICT
AND SL COASTAL, LLC**

This Agreement is made and entered into by West Jackson County Utility District (hereinafter, "the District") and SL Coastal, LLC (hereinafter, "Owner/Developer") on the 23rd day of SEPTEMBER, 2022 for the purpose of facilitating the development of certain real property identified herein.

The Agreement is as follows:

WHEREAS, the Owner/Developer owns fee simple title to certain real property identified as the "Project Site" and "Crane Landing" in the Construction Plans attached hereto as "Exhibit A", which it intends to subdivide and develop; and

WHEREAS, prior to construction, the Owner/Developer requires approval of plans and a final plat by the Jackson County, Mississippi Board of Supervisors (hereinafter, "Board of Supervisors"); and

WHEREAS, prior to approval, the Board of Supervisors requires assurance that the District will provide wastewater service and transportation for Crane Landing; and

WHEREAS, such assurance will require off-site improvements which are detailed on "Exhibit B" to this Agreement; and

WHEREAS, the Owner/Developer and the District desire to enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner/Developer and the District hereby agree as follows:

1. The Owner/Developer's responsibilities are as follows:
 - a. Owner/Developer shall acquire appropriate easements and shall construct, at its own expense, the off-site sewer infrastructure, as outlined in "Exhibit B" (hereinafter, "off-site improvements"), in accordance with specifications and plans approved by the District.
 - b. Any deviations to the design and placement of the off-site improvements described in "Exhibit B" are subject to written approval from the General Manager of the District.
 - c. Owner/Developer shall be responsible for obtaining all local, state, and federal permitting and regulatory approval necessary to complete all off-site improvements, and shall be liable for failure to obtain such permitting, and will defend and indemnify the District in any action taken in relation to the failure to obtain required permitting and approval.

- d. Owner/Developer shall design, purchase, construct, and install on-site water and sewer infrastructure for the Crane Landing Subdivision (hereinafter, "on-site improvements") in accordance with the District's standard criteria for such developments, in addition to any other criteria hereinafter imposed by the District.
- e. Owner/Developer shall transfer ownership of all off-site improvements, on-site improvements, and related easements, as outlined in "Exhibit B", to the District upon acceptance and approval of said improvements by the District.
- f. Owner/Developer shall contribute \$100,000.00 toward the construction of the "connection infrastructure" described below.
- g. Members of the Owner/Developer shall personally guarantee the monetary responsibility of the Owner/Developer.
- h. Owner/Developer's contribution will be due to the District within 30 days of the contractor's substantial completion of the connection infrastructure.
- i. Owner/Developer shall locate manhole 13 (as indicated on "Exhibit B") on Lot 34 of Crane Landing within 20 feet of the Seaman Rd. right of way, stubbing out the line with an 8 inch C900 force main.

2. The District's responsibilities are as follows:

- a. The District will construct a 12" sewer line (hereinafter, the "connection infrastructure") to allow connection of the off-site improvements to the District's collection system at the point identified in "Exhibit C" as "CAP 12" SEWER STUB OUT FOR FUTURE CONNECTION", directly east of "SMH - 102".
- b. The District will permit connection of the off-site improvements and on-site improvements to the system upon completion and final District approval of said improvements.
- c. Upon transfer of ownership of the off-site improvements, on-site improvements, and related easements, the District will be responsible for future maintenance of said infrastructure.

3. General Terms and Conditions:

- a. The parties hereto agree that the terms of this Agreement are contractual and not mere recitals.
- b. Failure of the Owner/Developer to perform any or all of the obligations referenced herein may result in the termination thereof by the District at its option.
- c. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

- d. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
- e. This Agreement shall be governed and construed under the laws of the State of Mississippi.
- f. This Agreement constitutes the entire agreement between the parties, and each party acknowledges that there are no other or further agreements not expressly included herein, and that this Agreement may be modified, altered or amended only in writing, duly notarized and signed by each in the form of this original.
- g. Each party agrees that he/she/it will sign and execute any further or additional documents or other legal documents as may be necessary to consummate the provisions of this Agreement.
- h. This Agreement may be executed in a number of counterparts and each counterpart shall be considered as an original and have the same force and affect as an original.
- i. Owner/Developer may be served with this agreement and any notices related thereto at:


SL Coastal, LLC
13061 Shriners Blvd, Ste C
Biloxi, MS 39532

- j. West Jackson County Utility District may be served with this agreement and my notices related thereto at:

West Jackson County Utility District
P.O. Box 1230
Ocean Springs, MS 39566

DATED, this the __ day of September, 2022.

SL Coastal, LLC


By: _____
Owner and Authorized Agent

West Jackson County Utility District


By: John Hannah
General Manager

STATE OF Mississippi
COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Dennis Stieffel, who acknowledged to me that he, as a duly authorized member or manager of SL Coastal, LLC, has the authority to bind said entity as owner/developer of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of SL Coastal, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of September, 2022.

Amanda M Paris
NOTARY PUBLIC

My Commission Expires: November 19, 2024



STATE OF Mississippi
COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Hannah, who acknowledged to me that he, as a duly authorized agent of West Jackson County Utility District, has the authority to bind said entity as general manager, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of West Jackson County Utility District, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of September 2022.

Amanda M Parisi
NOTARY PUBLIC

My Commission Expires: November 19, 2024



INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Boundary and Topo Survey
3	Lot and Street Layout
4	Traffic Control Plan
5-6	Erosion Control Plan
7	Drainage Plan
7A	Grading Plan
8	Detention Pond Details
9	Utility Plan
10-15	Plan and Profile Sheets
16-19	Construction Details
D1.01-D1.04	W/CUD Sewer Details
D2.01-D2.02	W/CUD Water Details



Vicinity Map
nls

CONSTRUCTION PLANS FOR Crane Landing

Jackson County, Mississippi

Prepared For:
SL Coastal, LLC



Revised 7/27/22

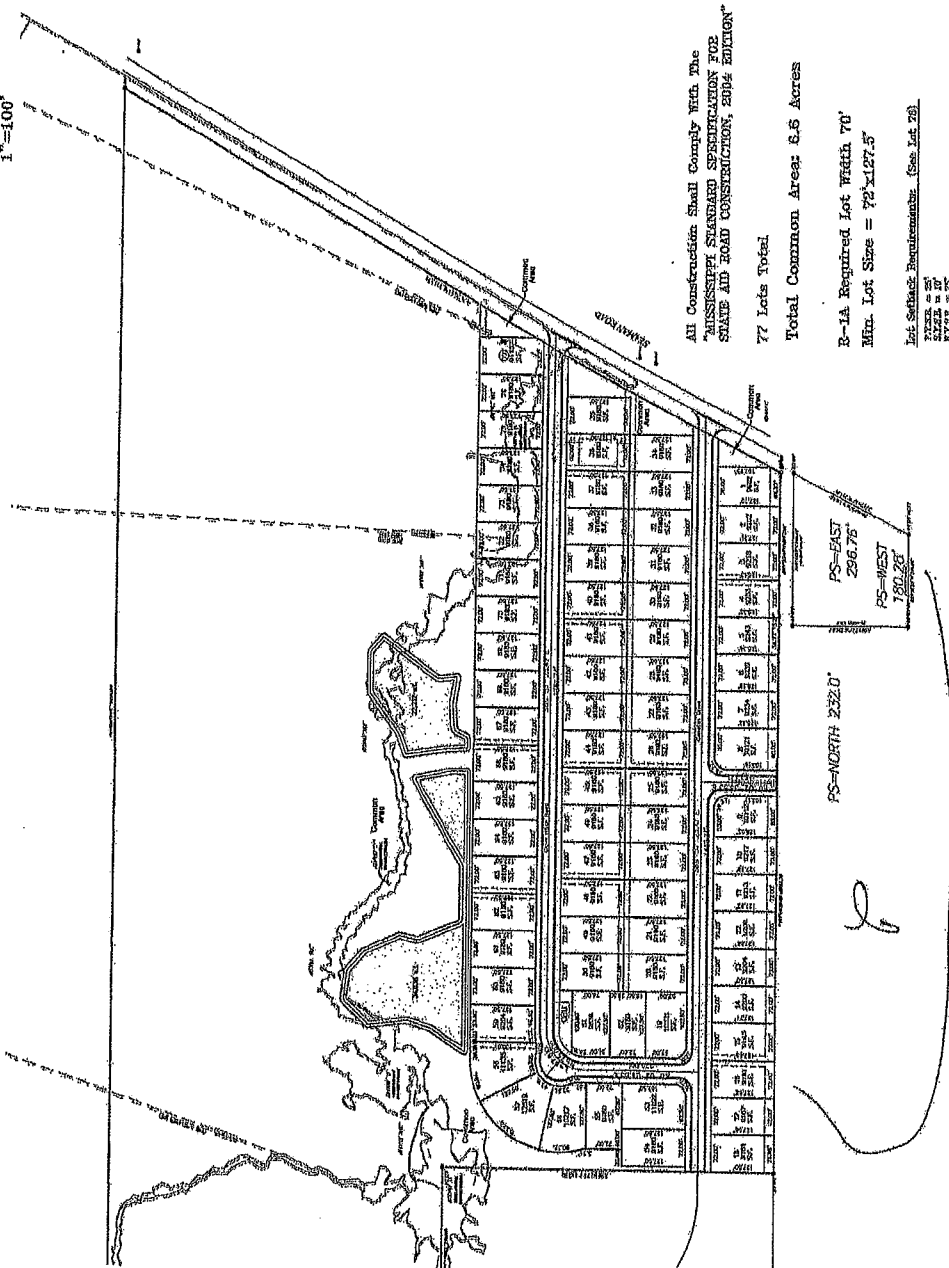


Dennis Stieffel and Associates, Inc.
Consulting Engineers



13061 Shriners Blvd., Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638
Fax (228) 392-1679
dennis@dsaeng.net

JOB # 791



All Construction Shall Comply With The
 "MISSISSIPPI STANDARD SPECIFICATION FOR
 STATE AID ROAD CONSTRUCTION, 2004 EDITION"
 77 Lots Total
 Total Common Area: 6.5 Acres
 R-1A Required Lot Width 70'
 Min. Lot Size = 70' x 127.5'
 Lot Setback Requirements: (See Plat 79)
 FRONT = 20'
 REAR = 20'

PS-NORTH 232.0'
 PS-EAST 296.75'
 PS-WEST 180.28'

**MEMORANDUM OF AGREEMENT
BETWEEN WEST JACKSON COUNTY UTILITY DISTRICT
AND DENNIS STIEFFEL & ASSOCIATES, P.A., INC.**

This Agreement is made and entered into by West Jackson County Utility District (hereinafter, "the District") and Dennis Stieffel & Associates, P.A., Inc. (hereinafter, "Engineer") on the 6th day of October, 2022 for the purpose of facilitating the development of certain real property identified herein.

The Agreement is as follows:

WHEREAS, the Engineer has been retained by an Owner/Developer to assist in the development of certain real property referenced on the attached "as built" drawings (attached hereto as "Exhibit A"), which Owner/Developer intends to subdivide and develop (also commonly known as "Rosalie Place"); and

WHEREAS, prior to construction, the Owner/Developer requires approval of plans and a final plat by the Jackson County, Mississippi Board of Supervisors (hereinafter, "Board of Supervisors"); and

WHEREAS, prior to approval, the Board of Supervisors requires assurance that the District will provide wastewater service and wastewater transportation for Rosalie Place; and

WHEREAS, the District is prepared to offer such assurance, however, prior to providing same, the Engineer must agree to certain terms necessary to ensure the District owns certain easements in order to provide adequate wastewater services to Rosalie Place; and

WHEREAS, in relevant part, the District requires a certain utility easement (as depicted in "Exhibit B") in order to commence with provision of wastewater services to Rosalie Place; and

WHEREAS, the Engineer and the District desire to enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Engineer and the District hereby agree as follows:

1. The Engineer's responsibilities are as follows:
 - a. Engineer shall acquire the utility easement depicted in "Exhibit B", and immediately transfer same to the District;
 - b. In the alternative, if Engineer is unable to accomplish the task outlined in Section 1(a), the Engineer agrees to pay for all legal fees and litigation expenses associated with the District acquiring the utility easement depicted in "Exhibit B" through eminent domain proceedings;

2. The District's responsibilities are as follows:
 - a. The District will support the Owner/Developer in its attempt to obtain approval from the Board of Supervisors for its final plat.

3. General Terms and Conditions:

- a. The parties hereto agree that the terms of this Agreement are contractual and not mere recitals.
- b. Failure of the Engineer to perform any or all of the obligations referenced herein may result in the termination thereof by the District at its option.
- c. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
- d. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
- e. This Agreement shall be governed and construed under the laws of the State of Mississippi.
- f. This Agreement constitutes the entire agreement between the parties, and each party acknowledges that there are no other or further agreements not expressly included herein, and that this Agreement may be modified, altered or amended only in writing, duly notarized and signed by each in the form of this original.
- g. Each party agrees that he/she/it will sign and execute any further or additional documents or other legal documents as may be necessary to consummate the provisions of this Agreement.
- h. This Agreement may be executed in a number of counterparts and each counterpart shall be considered as an original and have the same force and affect as an original.
- i. The parties agree and understand that the terms of this agreement must be approved and/or ratified by the District Board of Commissioners.
- j. Owner/Developer may be served with this agreement and any notices related thereto at:

Dennis Stieffel & Associates, P.A., Inc.
13061 Shriners Blvd., Suite C
Biloxi, MS 39532

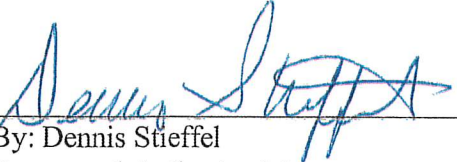
- k. West Jackson County Utility District may be served with this agreement and my notices related thereto at:


West Jackson County Utility District
P.O. Box 1230
Ocean Springs, MS 39566

DATED, this the 6th day of October, 2022.

Dennis Stieffel & Associates, P.A., Inc.

West Jackson County Utility District


By: Dennis Stieffel
Owner and Authorized Agent


By: John Hannah
General Manager

STATE OF Mississippi

COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Hannah, who acknowledged to me that he, as a duly authorized agent of West Jackson County Utility District, has the authority to bind said entity as general manager, subject to approval and/or ratification of the Board of Commissioners, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of West Jackson County Utility District.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of October, A.D., 2022.



Amanda M Parisi

NOTARY PUBLIC

My Commission Expires: Nov 19, 2024

STATE OF Mississippi

COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Dennis Stieffel, who acknowledged to me that he, as a duly authorized member or manager of Dennis Stieffel & Associates, P.A., Inc., has the authority to bind said entity as owner/developer of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Dennis Stieffel & Associates, P.A., Inc., after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of October, A.D., 2022.

Amanda M Parisi

NOTARY PUBLIC

My Commission Expires Nov 19, 2024



AN AS-BUILT SURVEY OF ROSALIE PLACE SUBDIVISION

A SUBDIVISION SITUATED IN THE NORTHEAST 1/4 OF
THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 7
SOUTH, RANGE 8 WEST, JACKSON COUNTY,
MISSISSIPPI

- UTILITY LEGEND:**
- DRAINAGE MANHOLE
 - WATER VALVE
 - WATER METER
 - FRESH HYDRANT
 - SEWER MANHOLE
 - SEWER CLEANOUT
 - ELECTRIC PANEL BOX
 - POWER POLE
 - LIGHT POLE

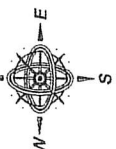
**WALKER ROAD
EXTENSION**
PUBLIC RIGHT-OF-WAY
(ASPHALT SURFACE)

**QUAIL
CREEK
DRIVE**
PLAT BY PUBLIC
RIGHT-OF-WAY
(ASPHALT SURFACE)

OLD FORT BAYOU ROAD
PUBLIC RIGHT-OF-WAY
(ASPHALT SURFACE)

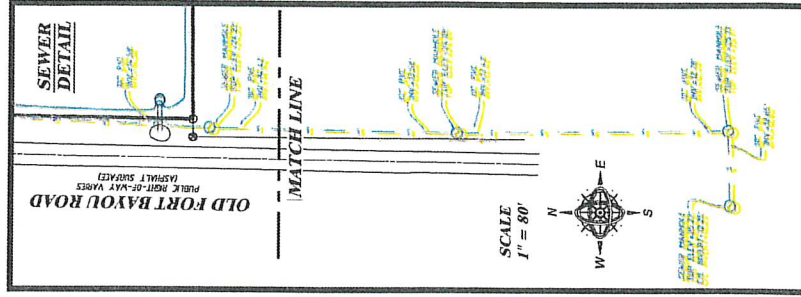
MATCH LINE
(SEE SEWER DETAIL FOR EXTENDED SEWER)

GRAPHIC SCALE - FEET
80 160 240



SCALE 1" = 80'
BEARING
REFERENCE:
GEODETIC
NORTH BY GPS
OBSERVATION

ABBREVIATION
LEGEND:
S/C = SEWER CLEAN OUT
D/W = TWO WATER VALVES
W/M = WATER METER
R/W = WATER METER
R/P = REINFORCED CONCRETE PIPE
R/C = REINFORCED CONCRETE
R/S = FLARED END SECTION
C/W = 18" CONDUIT
R/W = 18" CONDUIT
P/N = TAX PARCEL NUMBER



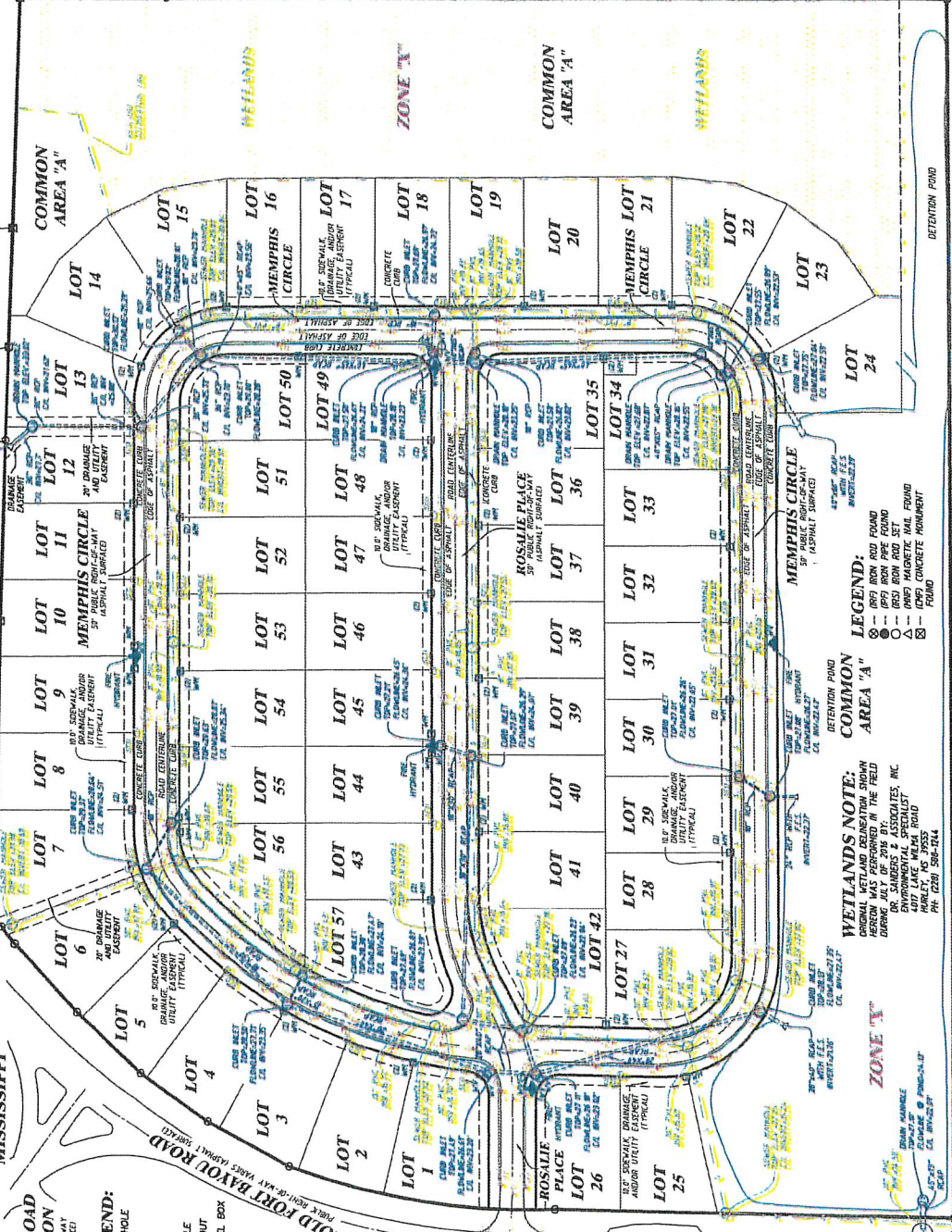
BASIS OF ELEVATION:
ON WALKER ROAD SOLUTION REPORT.

PARCEL MARKS
UNREGISTERED
MAY BE PROPERTY
MAY BE PROPERTY
DEED BOOK 070,
PAGE 44.

PARCEL MARKS
UNREGISTERED
MAY BE PROPERTY
MAY BE PROPERTY
DEED BOOK 070,
PAGE 44.

PARCEL MARKS
UNREGISTERED
MAY BE PROPERTY
MAY BE PROPERTY
DEED BOOK 070,
PAGE 44.

PARCEL MARKS
UNREGISTERED
MAY BE PROPERTY
MAY BE PROPERTY
DEED BOOK 070,
PAGE 44.



LEGEND:
○ (R) IRON ROD FOUND
○ (P) IRON PIPE FOUND
○ (M) IRON MANHOLE FOUND
○ (C) CONCRETE FOUND

WETLANDS NOTE:
ORIGINAL WETLAND DELINEATION SHOWN
HEREON WAS PERFORMED IN THE FIELD
BY SAUNDERS & ASSOCIATES, INC.
AN ENVIRONMENTAL SPECIALIST
4000 LAKE WALK ROAD
PH: (228) 582-1244

PARCEL MARKS
UNREGISTERED
MAY BE PROPERTY
MAY BE PROPERTY
DEED BOOK 070,
PAGE 44.


PREPARED BY:
PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: (228) 430-0820
EMAIL: PATRICK@PATRICKSURVIVING.COM
PROFESSIONAL LAND SURVEYOR

CLIENT:
H.M. DEVELOPMENT, LLC
AS-BUILT (ROSALIE PLACE SUBDIVISION)
DRAFTED: 7/28/2022
DATE OF SURVEY: 03/08/2020
DRAWINGS: P22579, ROSALIE PLACE
CADD FILE: P16367



Exhibit A

SCALE
1" = 50'



**BEARING REFERENCE:
GEODETIC NORTH BY
GPS OBSERVATION
(NAD 83; CORS 96)**

PATRICK M. MARTINO, PLS
13010 KAYLEIGH COVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-396-2283
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

ABBREVIATION

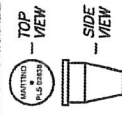
LEGEND:
PLAT = PLATTED DIMENSION
WJUCUD = WEST JACKSON COUNTY
UTILITY DISTRICT
NB0'00'00"E 435.00' = ACTUAL
FIELD MEASUREMENT



SHEET 1 OF 2

P.O.C.
NORTHEAST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 8, TOWNSHIP 7
SOUTH, RANGE 8 WEST,
AS PER RECORDED DEED.

**CAP
DETAIL:**



DETAIL OF TYPICAL
CAP FOR 1/2"x18"
REBAR SET BY
PATRICK M.
MARTINO, P.L.S.

LEGEND:

- ⊗ IRON ROD FOUND
- IRON PIPE FOUND
- CAPPED IRON ROD SET

PARCEL ID #:
03008110.100
NOW OR FORMERLY
HERRING PROPERTY
DEED BOOK 1744,
PAGE 653.

EXISTING 15"
UTILITY EASEMENT
N89°43'57"E
15.00'

CAPPED 1/2" IRON ROD SET
(MARTINO PLS 2638)

DEED=S89°41'45"W 596.21'
15x30' EXCLUSIVE
WJUCUD UTILITY
EASEMENT
450 SQ. FT.

PARCEL ID #:
03008110.000
NOW OR FORMERLY
HERRING PROPERTY
DEED BOOK 1877,
PAGE 225.

CAPPED 1/2" IRON ROD
FOUND (PLS 2283)

DEED=S89°41'45"W 1291.77'
DEED=NORTH 143'
DEED=S89°41'45"W 230.00'

P.O.B.
CAPPED 1/2"
IRON ROD FOUND
(PLS 2283)

CAPPED 1/2"
IRON ROD SET
(MARTINO PLS 2638)

DEED=S00°10'31"E 474.95'

**OLD FORT
BAYOU ROAD**
PUBLIC RIGHT-OF-WAY VARIES
(ASPHALT SURFACE)

DEED=NB9°32'20"E 824.78'

DRAWN BY: MTC
DRAWING # ROSALE
EASEMENT EXHIBITING
DATE: 8/26/2022

Exhibit 'B'
P71002

**EASEMENT DESCRIPTION:
(15' x 30' UTILITY EASEMENT)**

A 15 FOOT BY 30 FOOT EXCLUSIVE WEST JACKSON COUNTY UTILITY DISTRICT UTILITY EASEMENT SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI, AS DESCRIBED IN DEED BOOK 1877, PAGES 225-227; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, AS DESCRIBED IN DEED BOOK 1877, PAGES 225-277, S89°41'45"W 1291.77 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: PLS 2283), LYING AT THE EAST MARGIN OF OLD FORT BAYOU ROAD; THENCE ALONG SAID EAST MARGIN, S00°19'45"E 186.35 FEET TO A CAPPED 1/2" IRON ROD FOUND (STAMPED: PLS 2283) AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY HERRING, AS DESCRIBED IN DEED BOOK 1744 AT PAGE 653, SAID IRON ROD ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID HERRING PROPERTY, N89°43'57"E 15.00 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838); THENCE S00°19'45"E 30.00 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838); THENCE S89°43'57"W 15.00 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838), LYING AT THE EAST MARGIN OF OLD FORT BAYOU ROAD; THENCE ALONG SAID EAST MARGIN, N00°19'45"W 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 450 SQUARE FEET. REFERENCE MERIDIAN FOR BEARINGS BASED ON GEODETIC NORTH BY GPS OBSERVATION.

REFERENCE MATERIALS:

- 1.) JACKSON COUNTY TAX AND GIS MAPS.
- 2.) RECORDED SUBDIVISION PLAT OF QUAIL CREEK SUBDIVISION, PHASE 4, PLAT BOOK 21, PAGE 80.
- 3.) PRIOR SURVEY BY PATRICK M. MARTINO, PLS, DATED 1/7/2020.
- 4.) DEED BOOK 1744, PAGE 653.
- 5.) DEED BOOK 1005, PAGE 862.
- 6.) DEED BOOK 1877, PAGE 225.

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.
- 2.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 3.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

BOUNDARY NOTE:

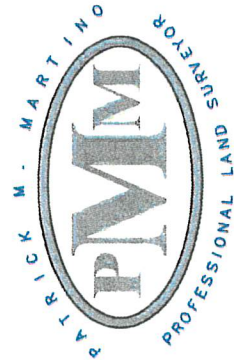
BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, ENCUMBRANCES, BUILDING EXISTENCES, TOWNSHIP, AND OTHER LEGAL MATTERS ARE NOT SHOWN ON THIS TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBRANCES ATTACHED TO ANY PROPERTY.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Patrick M. Martino
PATRICK M. MARTINO

8/26/2022

DATE OF EXHIBIT



SHEET 2 OF 2

THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.

PARCEL ADDRESS: OLD FORT BAYOU ROAD OCEAN SPRINGS, MS 39564

ROSALE SUBDIVISION

SECTION 8, TOWNSHIP 7 SOUTH, RANGE 8 WEST

PARCEL ID: 0300810100

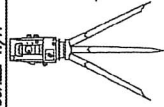
DRAWN BY: MTC

DATE: 8/26/2022

REVISION: JOB# EXHIBIT

FILE# ROSALE

SURVEY CLASS "B" SCALE: N/A



NO FLOOD ZONE DETERMINATION WAS PERFORMED AS A PART OF THIS SURVEY. AN ACCURATE DETERMINATION CAN BE MADE BY ORDERING A FEMA ELEVATION CERTIFICATE.

BEARINGS SHOWN HEREON ARE DERIVED BY: GEODETIC NORTH BY GPS OBSERVATION

PATRICK M. MARTINO, PLS

13010 KAYLEIGH COVE

BILOXI, MISSISSIPPI 39532

PHONE: 228-396-2263

EMAIL: PATRICK@MARTINOSURVEYING.COM

PROFESSIONAL LAND SURVEYOR

Exhibit B
PI 2 of 2

ORDER NUMBER _____

WHEREAS, the Coastal Constructors, LLC (hereinafter, "Owner/Developer") owns certain real property located within the District (also known as "Alexis Crossing Subdivision"), which it intends to subdivide and develop; and

WHEREAS, prior to construction, the Owner/Developer requires approval of plans and a final plat by the Jackson County, Mississippi Board of Supervisors (hereinafter, "Board of Supervisors"); and

WHEREAS, prior to approval, the Board of Supervisors requires assurance that the West Jackson County Utility District (hereinafter, "the District") will provide wastewater service and transportation for Alexis Crossing Subdivision; and

WHEREAS, in furtherance of this development, the Owner/Developer and the District have previously entered into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes; and

WHEREAS, Staff recommends approving a Revised Memorandum of Agreement, to include the District receiving an additional easement along the northern boundary of the development; and

WHEREAS, the Board of Commissioners hereby finds it is in the best interests of the District to enter into the attached Revised Memorandum of Agreement to memorialize these obligations;

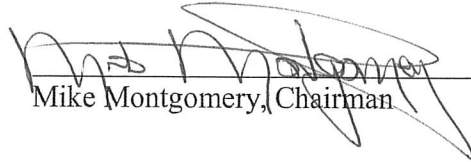
IT IS THEREFORE ORDERED by the Board of Commissioners of West Jackson County Utility District, that the attached Revised Memorandum of Agreement between the District and Coastal Constructors, LLC is hereby approved and authorized.

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 Westfall, seconded by Spiers, and the following vote was recorded:

Chairman Montgomery yes
Commissioner Spiers yes
Commissioner Strayham absent
Commissioner Westfall yes
Commissioner David yes

WHEREUPON, the Board of Commissioners of West Jackson County Utility District, declared the motion carried and the Order adopted this the 15th day of September, 2022.


Mike Montgomery, Chairman

ATTEST:





**MEMORANDUM OF AGREEMENT
BETWEEN WEST JACKSON COUNTY UTILITY DISTRICT
AND COASTAL CONSTRUCTORS, LLC**

This Agreement is made and entered into by West Jackson County Utility District (hereinafter, "the District") and Coastal Constructors, LLC (hereinafter, "Owner/Developer") on the ___ day of October, 2022 for the purpose of facilitating the development of certain real property identified herein.

The Agreement is as follows:

WHEREAS, the Owner/Developer owns certain real property located at _____ (also known as "Alexis Crossing Subdivision"), which it intends to subdivide and develop; and

WHEREAS, prior to construction, the Owner/Developer requires approval of plans and a final plat by the Jackson County, Mississippi Board of Supervisors (hereinafter, "Board of Supervisors"); and

WHEREAS, prior to approval, the Board of Supervisors requires assurance that the District will provide wastewater service and transportation for Alexis Crossing Subdivision; and

WHEREAS, such assurance will require off-site improvements which are detailed on "Exhibit A" to this Agreement; and

WHEREAS, the Owner/Developer and the District desire to enter into a written agreement specifying the terms and conditions of the relationship between the parties for the above purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Owner/Developer and the District hereby agree as follows:

1. The Owner/Developer's responsibilities are as follows:
 - a. Owner/Developer shall provide all materials necessary to construct off-site sewer infrastructure, as outlined in "Exhibit A" (hereinafter, "off-site improvements"), in accordance with specifications and plans approved by the District, including but not limited to stabilization stone and selected back-fill materials.
 - b. Owner/Developer shall be responsible for obtaining all local, state, and federal permitting and regulatory approval necessary to complete all off-site improvements and shall be liable for failure to obtain such permitting, and will defend and indemnify the District in any action taken in relation to the failure to obtain required permitting and approval.

- c. Owner/Developer shall design, purchase, construct, and install on-site water and sewer infrastructure for Alexis Crossing Subdivision (hereinafter, "on-site improvements") in accordance with the District's standard criteria for such developments, in addition to any other criteria hereinafter imposed by the District due to the condition and age of the existing infrastructure.
- d. Owner/Developer shall connect the off-site improvements to Alexis Crossing Subdivision upon completion and final District approval of the on-site infrastructure described herein.
- e. Owner/Developer shall contribute any and all labor/equipment costs associated with completion of the offsite improvements incurred by the District in excess of \$68,571.50. Members of the Owner/Developer shall personally guarantee the monetary responsibility of the Owner/Developer.
- f. Owner/Developer's contribution will be due to the District within 30 days of the contractor's substantial completion of the connection infrastructure.
- g. Owner/Developer is also responsible for any additional materials associated with special stone backfills, stone stabilization, and erosion control devices required due to rainfalls occurring during the construction of the offsite improvements.
- h. Owner/Developer shall provide to the District all necessary utility easements within the Alexis Crossing Subdivision as outlined in "Exhibit B", in order to construct additional utility infrastructure which will allow the District to connect to additional infrastructure to the north of the Subdivision.
- i. Owner/Developer shall provide to the District all necessary utility easements within the Alexis Crossing Subdivision as outlined in "Exhibit C", in order to construct additional utility infrastructure which will allow the District to connect to additional infrastructure to the north of the Subdivision.

2. The District's responsibilities are as follows:

- a. The District will construct the off-site sewer improvements, as outlined in "Exhibit A"; and
- b. The District will permit connection of the off-site improvements to Alexis Crossing Subdivision upon completion and final District approval of the on-site infrastructure described herein.
- c. Ownership of the off-site infrastructure will remain with the District, and the District will be responsible for future maintenance of said infrastructure.

- d. The District will act in good faith to ensure the offsite improvements are completed as soon as practicably possible, and shall not cause undue delay in completion of same. Owner/Developer shall not be responsible for any labor/equipment costs associated with the District's bad faith delay, or with any delays causing significant delay to the construction/installation of the offsite improvements.

3. General Terms and Conditions:

- a. The parties hereto agree that the terms of this Agreement are contractual and not mere recitals.
- b. Failure of the Owner/Developer to perform any or all the obligations referenced herein may result in the termination thereof by the District at its option.
- c. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors, and assigns.
- d. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.
- e. This Agreement shall be governed and construed under the laws of the State of Mississippi.
- f. This Agreement constitutes the entire agreement between the parties, and each party acknowledges that there are no other or further agreements not expressly included herein, and that this Agreement may be modified, altered, or amended only in writing, duly notarized and signed by each in the form of this original.
- g. Each party agrees that he/she/it will sign and execute any further or additional documents or other legal documents as may be necessary to consummate the provisions of this Agreement.
- h. This Agreement may be executed in a number of counterparts and each counterpart shall be considered as an original and have the same force and affect as an original.
- i. Owner/Developer may be served with this agreement and any notices related thereto at:

Coastal Constructors, LLC
1911 Stuart Avenue
Ocean Springs, MS 39564

- j. West Jackson County Utility District may be served with this agreement and my notices related thereto at:

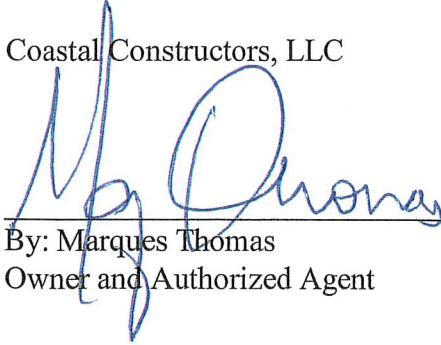
West Jackson County Utility District

P.O. Box 1230
Ocean Springs, MS 39566

(remainder of page intentionally left blank with signature page to follow)

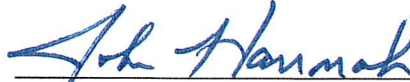
DATED, this the 3 day of October, 2022.

Coastal Constructors, LLC



By: Marques Thomas
Owner and Authorized Agent

West Jackson County Utility District



By: John Hannah
General Manager

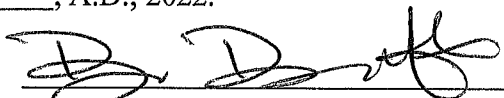


STATE OF Mississippi

COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named John Hannah, who acknowledged to me that he, as a duly authorized agent of West Jackson County Utility District, has the authority to bind said entity as general manager, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of West Jackson County Utility District, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3 day of October, A.D., 2022.



NOTARY PUBLIC

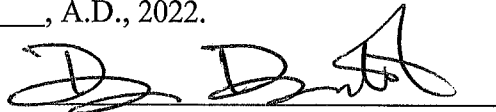
My Commission Expires: 4/16/2023

STATE OF Mississippi

COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Marques Thomas, who acknowledged to me that he, as a duly authorized member or manager of Coastal Constructors, LLC, has the authority to bind said entity as owner/developer of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Coastal Constructors, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3 day of October, A.D., 2022.



NOTARY PUBLIC

My Commission Expires: 4/16/2023

MACHADO PATARO
ENGINEERING
416 HOWARD AVE. SUITE 1 /
BIRMINGHAM, AL 35202
PH: 205.988.1997
WWW.MPDESIGN.COM

M/P DESIGN GROUP
ARCHITECTURE
BRUCE A. JONES, ARCHITECT

CONSTRUCTION PLANS FOR
QUAL CREEK INTERCEPTOR
WEST JACKSON COUNTY
UTILITY DISTRICT
7200 MCCANN ROAD, BLOXIE, MS 39532

SCALE: AS INDICATED
PROJECT NO: 2225-21-004
DRAWN BY: JDP
CHECKED BY: GPK

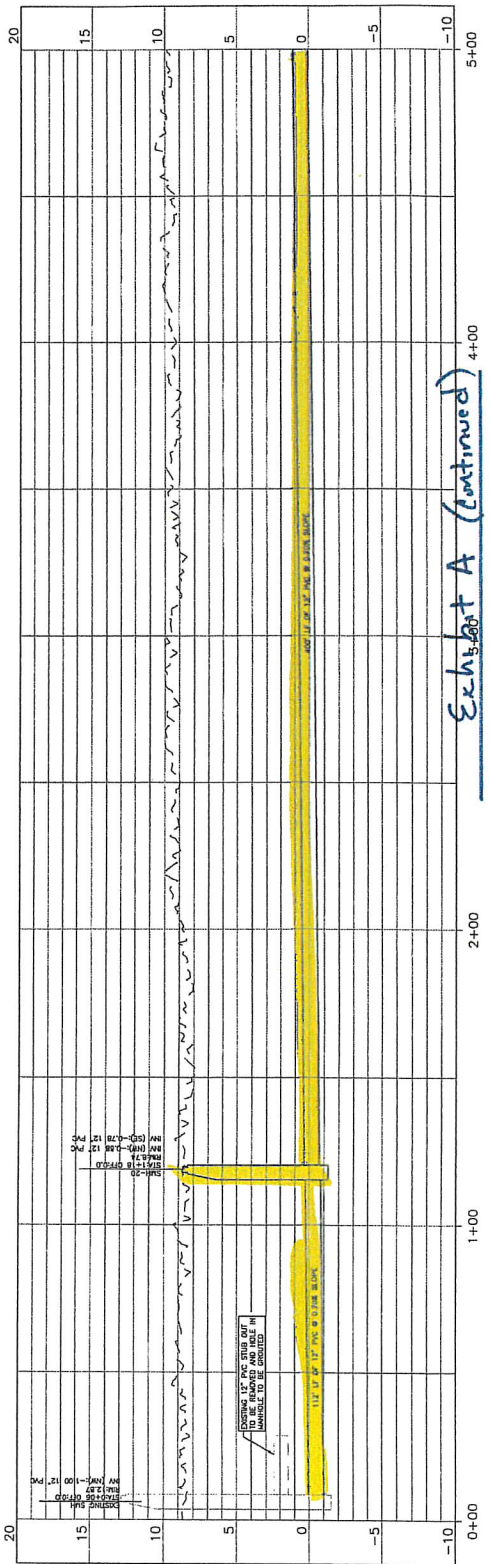
REV	DATE	REVISION NAME

PLAN AND PROFILE
STA. 0+00 TO 5+00

C501
SHEET NUMBER



USE APPROPRIATE BMP'S DURING THE ENTIRE COURSE OF WORK TO PREVENT ANY EROSION FROM LEAVING THE PROJECT SITE AND ENTERING ROADWAYS, BODIES, AND/OR ADJACENT PROPERTIES.



PROFILE SCALE
VERTICAL: 1" = 4'
HORIZONTAL: 1" = 20'

Exhibit A (continued)
PG 2 OF 3

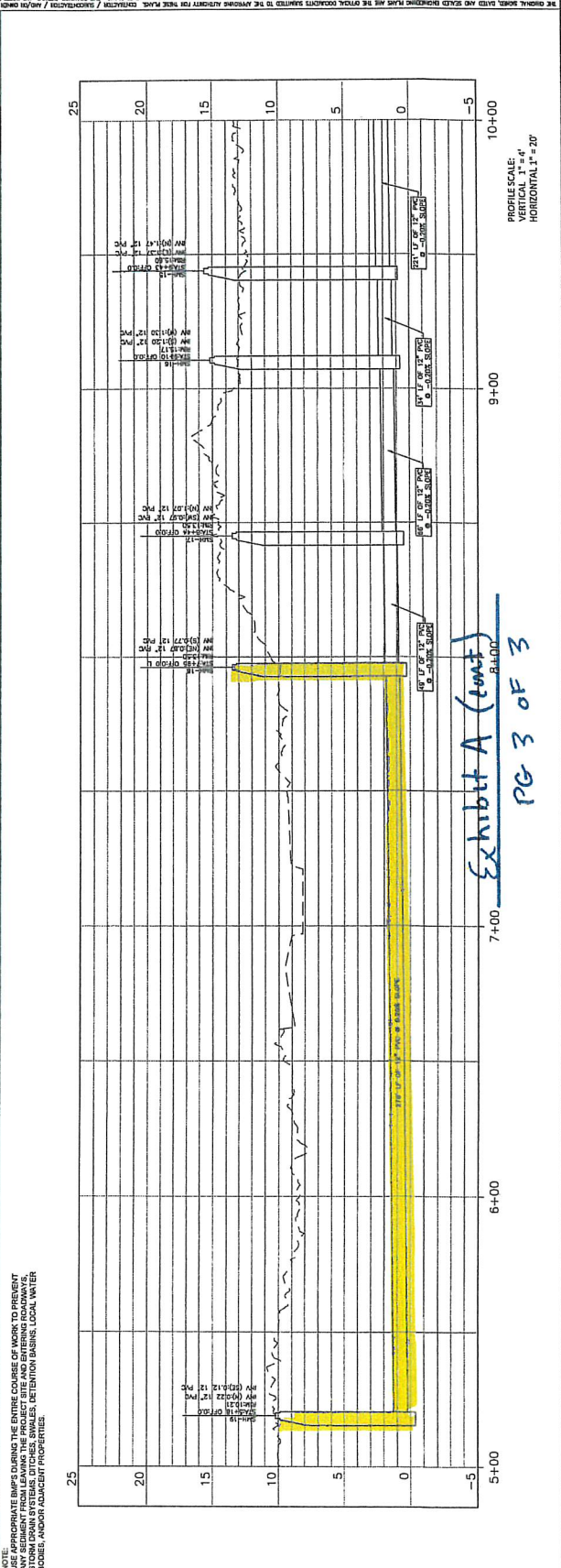
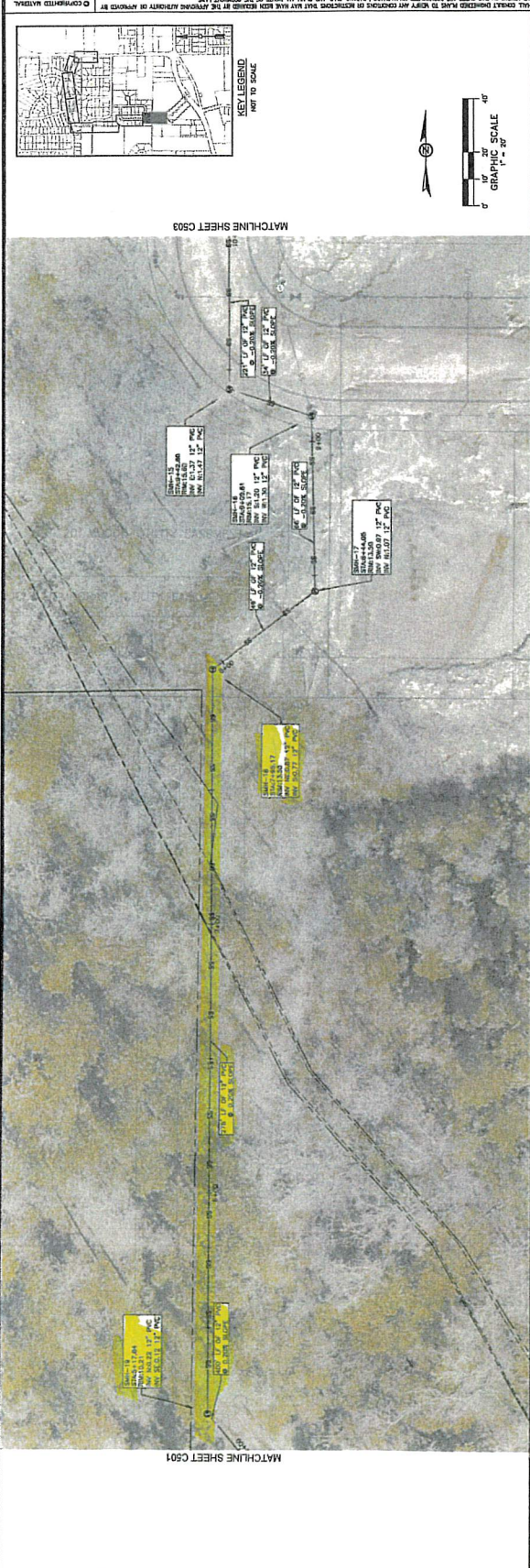
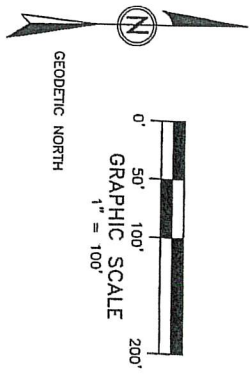


Exhibit A (cont)
 PG 3 OF 3

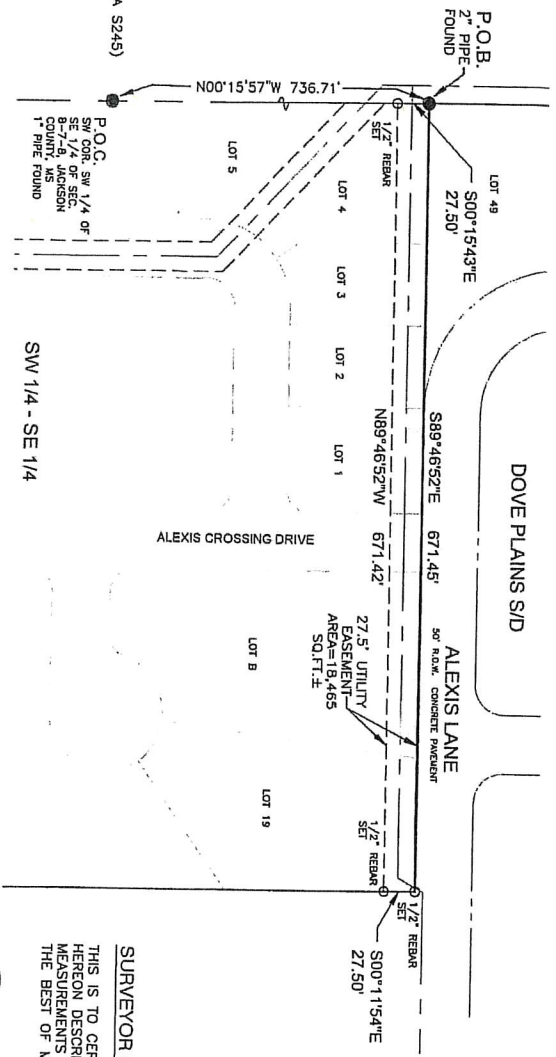
USE APPROPRIATE BARRIERS DURING THE ENTIRE COURSE OF WORK TO PREVENT
 ANY SEDIMENT FROM LEAVING THE PROJECT SITE AND ENTERING ROADWAYS,
 RIVERS, CREEKS, OR OTHER RECEIVING WATERS, DETENTION BASINS, LOCAL WATER
 BODIES, AND/OR ADJACENT PROPERTIES.



BEARING NOTE
 BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODEIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

- LEGEND**
- IRF DENOTES IRON ROD FOUND
 - ⊙ I/PF DENOTES IRON PIPE FOUND
 - IRS DENOTES CAPPED 1/2" IRON ROD SET (COA S245)

REFERENCE MATERIAL
 JACKSON COUNTY GIS WEBSITE
 DEED BOOK 1723 PAGES 542-544



NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE CORNER AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSON OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD AFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

LEGAL DESCRIPTION: 27.5' UTILITY EASEMENT

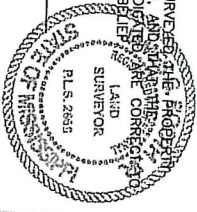
A PARCEL OF LAND BEING A 27.5 FOOT WIDE UTILITY EASEMENT SITUATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 8 WEST, JACKSON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A 1" PIPE FOUND AT THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4 OF SECTION 8; THENCE N 00°15'57" W 736.71 FEET TO A 2" PIPE FOUND AT THE SOUTHWEST CORNER OF LOT 49, DOVE PLAINS SUBDIVISION, JACKSON COUNTY, MISSISSIPPI AND BEING THE POINT OF BEGINNING; THENCE S 89°46'52" E 671.45 FEET ALONG THE SOUTH LINE OF SAID DOVE PLAINS SUBDIVISION TO A CAPPED 1/2" REBAR SET; THENCE S 00°11'54" E 27.50 FEET TO A CAPPED 1/2" REBAR SET; THENCE N 89°46'52" W 671.42 FEET TO A CAPPED 1/2" REBAR SET; WEST LINE OF SAID SW 1/4 OF THE SE 1/4 OF SECTION 8; THENCE N 00°15'43" W 27.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 18,465 SQUARE FEET, MORE OR LESS.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HERON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

James C. Booth, Jr.
 JAMES C. BOOTH, JR., P.L.S. #2866
 SEPTEMBER 14, 2022



PREPARED BY:

MACHADO PATANO

CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

27.5' UTILITY EASEMENT
ALEXIS CROSSING

JACKSON COUNTY,
MISSISSIPPI

SCALE:	BRONZ
PROJECT NO.:	025-23-001
DATE:	09/14/2022
DRAWN BY:	JCB
CHECKED BY:	GET
SHEET NO.:	1
ESMT	

SHEET 1 OF 1



GALLOWAY

Galloway Johnson Tompkins Burr & Smith

[Texas](#) | [Louisiana](#) | [Mississippi](#) | [Alabama](#) | [Florida](#) | [Georgia](#) | [Missouri](#)

MATTHEW M. WILLIAMS
Director
Licensed in Mississippi and Alabama
Direct: (228) 213-5233
mwilliams@gallowaylawfirm.com

2510 14th Street, Suite 910
Gulfport, Mississippi 39501
Tel: (228) 214-4250
Fax: (228) 214-9650
www.gallowaylawfirm.com

September 7, 2022

VIA EMAIL AND U.S. MAIL

Mr. Joshua W. Danos
Bordis & Danos, PLLC
1215 Government St.
Ocean Springs, MS 39564
jdanos@bordisdanos.com

RE: *Jackson County Utility Authority*
Our File No.: 6241-2

Dear Josh:

Thank you again for contacting me to explore West Jackson County Utility District's (WJCUD) desire to engage our Firm to represent WJCUD in litigated matters on a PRN basis. We are pleased to advise that we are ready and able to accept representation of WJCUD subject to the terms and conditions below. Should you and the Board find them acceptable, we kindly ask that someone with the full authority of the Board execute this letter and return a copy for our file.

ATTORNEY-CLIENT CONTRACT

KNOW ALL MEN BY THESE PRESENTS that **West Jackson County Utility District** ("Client") do hereby employ and retain Galloway, Johnson, Tompkins, Burr & Smith ("Attorneys") for representation of the Client in litigated matters on a PRN basis as requested by the Board and General Manager. This agreement applies to representation of Client in other matters and future work unless otherwise agreed to by.

Client agrees to employ Attorneys as described above, and Attorneys accept such employment. Client and Attorney may agree in writing to expand the scope of employment or the provisions of this Contract at any time.

Hourly Fee: In consideration for services rendered or to be rendered, Client hereby agrees to assign, transfer, set over and deliver to Attorneys, as fee for their compensation, their normal hourly rate of \$185.00/hr. for attorneys and \$95.00/hr. for paralegals. Invoices for Attorneys' work will be submitted to Client monthly with payment due within thirty (30) days of receipt by Client.

Costs and Expenses: Client further agrees that, in addition to the above attorney fees, Client will reimburse Attorneys for all research costs, copy costs, postage costs, and other expenses directly incurred by Attorneys in performing services for the Client under this Contract. All costs and expenses incurred by Attorneys in connection with this Contract will be billed to the Client monthly pursuant to the terms stated hereinabove.

Cooperation: Client agrees to cooperate fully with Attorneys, disclose all relevant facts to Attorneys, and promptly comply with all reasonable requests of Attorneys on all matters included in this Contract.

Termination: Attorneys shall have the right at any time to withdraw from this Contract for any valid reason, including but not limited to, timely payment of Attorneys' invoices. Should Client fail to pay any of Attorneys' invoices and Attorneys are forced to enforce their rights to payment and/or file a lawsuit to collect amounts due, Client shall reimburse Attorneys for all attorney's fees, costs and expenses incurred to collect Attorneys' fees and expenses under this Contract.

Client does hereby bind its heirs, successors, legal representatives, and assigns to the terms and conditions set forth herein.

THUS DONE AND SIGNED, this 29th day of SEPTEMBER, 2022.

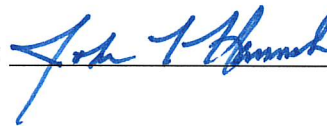
Galloway, Johnson, Tompkins,
Burr & Smith, APLC

West Jackson County Utility District

By: _____


Matthew M. Williams
2510 14th Street, Suite 910
Gulfport, MS 39501
(228) 214-4250
mwilliams@gallowaylawfirm.com

By: _____





Donna Catalanatto



West Jackson County Utility District

Physical Address:
7200 McCann Road
Biloxi, MS 39532

Mailing Address:
P.O. Box 1230
Ocean Springs, MS 39566-1230

Phone (228) 872-3898

www.wjcupd.com

Fax (228) 872-3861

BOARD MEETING SIGN IN SHEET

DATE 08/31/2022

1: ⁺ Richard (Dickie) Roberts 6217 Idemosa Dr
Gulf Hills

Samuel L. Tucker →

2: DENNIS STIEFFEL

3:

4:

5:

6:

7:

8:

9:

10:

West Jackson County Utility District
Docket of Claim
As of September 15, 2022

	Vendor			
52	Petty Cash	63.74		63.74
53	Pittman Howdeshell, PLLC	336.50		336.50
54	PJR Electric	525.00		525.00
55	Power Systems of MS (2 invoices)	1,925.00		1,925.00
56	Sams Club	282.54	Paid Online	282.54
57	Singing River Electric (3 invoices)	17,694.83	Auto Draft	17,694.83
58	Singing River Health System (5 invoices)	575.00		575.00
59	Sorg Printing	35.00		35.00
60	South MS Business Machine	329.77		329.77
61	Southern Linc	606.65		606.65
62	Southern Tire Mart	286.46		286.46
63	Spiers, Curtis	80.00		80.00
64	Strayham, Joan	80.00		80.00
65	SYNCB / Amazon Credit Card	811.46	Paid Online	811.46
66	Tapper Security, Inc.	75.00		75.00
67	Uniti Fiber / Southern Light LLC	525.00		525.00
68	Wastepro	295.01	Auto Draft	295.01
69	Westfall, Andrew	80.00		80.00
70	Wright (J.H.) & Assoc. Inc. (6 invoices)	71,700.00		71,700.00
71	Deposit Refunds	\$5,578.82		5,578.52
TOTAL ACCOUNTS PAYABLE		\$522,037.53		\$522,037.23
Notes Payable, P/R, Taxes				
72	Payroll period paid 8/29/22 & 09/12/22 Net	\$75,468.99	DD	\$75,468.99
73	Payroll 941 taxes for 8/29/22 & 09/12/22	\$22,209.80	Paid Online	\$22,209.80
74	PERS contributions AUG 2022	\$27,741.44	Paid Online	\$27,741.44
75	MS Dept of Revenue-AUG 2022 PR Tax Whldg	\$5,607.00	Paid Online	\$5,607.00
76	MS Dept of Revenue AUG 2022 SALES TAX	\$4,682.35	Paid Online	\$4,682.35
77	MSDH- Garnishment	\$172.17	Paid Online	\$172.17
78	MSDR- Garnishment	\$245.84	Paid Online	\$245.84
79	AFLAC (Employee Funded)	\$1,173.18	Paid Online	\$1,173.18
80	MSDEQ C280870-04-02	\$18,783.65		\$18,783.65
81	MSDEQ C280870-02-02	\$12,245.38		\$12,245.38
82	MSDEQ C280870-03-02	\$39,896.42		\$39,896.42
83	MSDEQ C280870-01-02	\$21,397.96		\$21,397.96
84	MSDH Loans -03,04, 05, 06 & 07	\$66,403.48		\$66,403.48
Total N/P, P/R & Taxes		\$296,027.66		\$296,027.66
TOTAL OPERATING FUNDS DOCKET		\$818,065.19		\$818,064.89
CONSTRUCTION PAYMENTS				
APPROVED-BOARD MEETING: 8/18/22				
85	CB Deveropers Pay App #16 Contracts A & B	\$73,657.64		\$73,657.64
TOTAL CONSTRUCTION PAYMENTS				\$73,657.64
MISCELLANEOUS				
APPROVED-BOARD MEETING: 8/18/22				
86	MSDEQ C280870-01-02 Loan Payoff	\$233,329.88		\$233,329.88
TOTAL MISC		\$233,329.88		\$233,329.88
TOTAL DOCKET				\$1,125,052.41

West Jackson County Utility District
Docket of Claim
As of September 15, 2022

	Vendor			
1	Ace Data Storage, Inc.	30.00		30.00
2	AGJ Systems & Networks (2 invoices)	3,272.25		3,272.25
3	AnSer	1,360.68		1,360.68
4	Bay Motor Winding (2 invoices)	40,324.00		40,324.00
5	Bay Pest Control	75.00		75.00
6	Blue Cross Blue Shield	20,176.42	Auto Draft	20,176.42
7	Bordis & Danos, PLLC (3 invoices)	6,609.50		6,609.50
8	Bottom 2 Top Consturction (2 invoices)	26,621.64		26,621.64
9	Brown, Mitchell & Alexander	5,174.75		5,174.75
10	BXS Insurance (5 invoices)	1,647.00		1,647.00
11	Capital One / Walmart CC	84.38	Paid Online	84.38
12	Cardmember Service / ELAN Credit Card	1,228.17	Paid Online	1,228.17
13	Centerpoint Energy (3 invoices)	94.08	Auto Draft	94.08
14	Cintas Corporation (7 invoices)	2,311.30		2,311.30
15	Coast Chlorinator & Pump Co	132.00		132.00
16	Coast Underground LLC (2 invoices)	7,400.00		7,400.00
17	Coastal Pump & Supply (2 invoices)	10,710.00		10,710.00
18	Consolidated Pipe & Supply Co (5 invoices)	6,231.25		6,231.25
19	C-Spire	409.91	Auto Draft	409.91
20	David, Bryan	40.00		40.00
21	Delta World/GB Auto Svc (3 invoices)	189.56		189.56
22	DMS Mail Management (2 Invoices)	5,450.04	Auto Draft	5,450.04
23	Douglas Parker Electric	150.00		150.00
24	First Advantage Background Services	94.92		94.92
25	Flower Basket	65.00		65.00
26	Fuelman (4 invoices)	4,844.47	Paid Online	4,844.47
27	Guardian	2,501.66	Auto Draft	2,501.66
28	Gulf Breeze Landscaping	2,530.00		2,530.00
29	Gulf Coast Pump (11 invoices)	27,256.35		27,256.35
30	Gulf Hydraulics & Pneumatics Inc	1,303.95		1,303.95
31	Gulf South Janitorial / Nicole Regan	950.00		950.00
32	IBS of South Mississippi	129.95		129.95
33	Immense Impact, LLC	517.00		517.00
34	IVR Technology Group, LLC	253.19		253.19
35	Jack Henry	122.80	Auto Draft	122.80
36	Jackson County Utility Authority	178,507.00		178,507.00
37	Jay Lee Company LLC	562.50		562.50
38	Kloud 7 LLC	253.02		253.02
39	Lenny's Technet Automotive	15.00		15.00
40	Lowes Credit Card	842.89	Paid Online	842.89
41	Machado/Patano, PLLC (5 invoices)	28,060.00		28,060.00
42	Magnolia Consultants, LLC	1,750.00		1,750.00
43	Masset Supply Company, Inc./NAPA	545.46		545.46
44	Master Meter Inc. (3 invoices)	1,587.50		1,587.50
45	Micro-Methods, Inc. (4 invoices)	300.00		300.00
46	Mississippi Power	136.63	Auto Draft	136.63
47	Mississippi Utilities/Fergusons (20 invoices)	19,722.81		19,722.81
48	Mobile Solvent & Supply, Inc.	4,417.50		4,417.50
49	Montgomery, Michael	80.00		80.00
50	Navigation Electronics, Inc.	2,570.00		2,570.00
51	Office Depot / ODP Business (2 invoices)	510.22		510.22