

**West Jackson County Utility District
7200 McCann Road
Biloxi, Mississippi 39532
February 29, 2024**

Special Meeting

MINUTES

1.0 Call Meeting to Order:

The West Jackson County Utility District (WJCUD) convened the special board meeting February 29, 2024, at the WJCUD general office building, 7200 McCann Road, Biloxi, MS. The meeting was called to order by Ms. Joan Strayham, Vice-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:

Ms. Joan Strayham	Vice-Chairman, WJCUD
Mr. Curtis Spiers	Commissioner, WJCUD
Mr. Bryan David	Commissioner, WJCUD
Mr. Josh Danos	Board Attorney, WJCUD
Mr. Anthony Greer	Director, WJCUD
Mr. Brian Bennett	Deputy Director, WJCUD
Ms. Laura Davis	Financial Controller, WJCUD
Ms. Whitney McCarra	Accountant II, WJCUD
Ms. Donna Catalanatto	Human Resources Manager, WJCUD

Members of the Public:

2.0 Invocation / Pledge of Allegiance

Opening Prayer was presented by Laura Davis of Wells of Southgate Ministries.

3.0 Change to Meeting Agenda

None.

4.0 Executive Session – If So Move

None.

5.0 Consent Agenda

5.1 Docket of Claims

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

Attachments:
Docket of Claims

6.0 Award of a Loan in Anticipation of Grant Funding

Mr. David made a motion, seconded by Mr. Spiers, to approve a resolution awarding a loan in anticipation of grant to M&M Bank as lowest bidder and the motion passed unanimously.

Attachments:
Grant Proposal Bids
Resolution

7.0 Adjournment

A motion was made by Mr. David, seconded by Mr. Spiers, to adjourn the meeting at 9:09 A.M., February 29, 2024, and the motion passed unanimously.



Andrew Westfall
SECRETARY/TREASURER, WJCUD

**West Jackson County Utility District
Docket of Claim
As of February 29, 2024**

	Vendor			
1	Randy Carney, Circuit Clerk - OFB Swr Easement (Approved by Board on 01/18/24)	5,500.00		\$5,500.00
2	Rea Engineering and Construction - Retainer (Approved by Board on 02/15/24)	5,000.00		\$5,000.00
TOTAL ACCOUNTS PAYABLE				\$10,500.00

Randy Carney, Circuit Clerk

OFB Gravity Sewer Easement

\$5,500

Brittany Merrill/
CMG Mortgage

FILED

FEB 20 2024

RANDY CARNEY, CLERK

BY _____ D.C.

Prepared by:
Christopher M. Howdeshell
MSB #10688
Pittman Howdeshell, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

POSTED
DATE: 2/26/24
GL#: 17100
SIGN: WM

Dkt 2/29

Return to:
Christopher M. Howdeshell
MSB #10688
Pittman Howdeshell, PLLC
Post Office Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314
Facsimile: (601) 261-3411

INDEXING INSTRUCTIONS: SW¼ of the NW¼ of Section 9, Township 7 South, Range 8 West, Jackson County, Mississippi

GRANTORS:

Brittany Merrill
7000 Old Fort Bayou Road
Ocean Springs, MS 39564
Telephone: (228) 806-8946

GRANTEE:

West Jackson County Utility District
Post Office Box 1230
Ocean Springs, MS 39566
Telephone: (228) 872-3898

IN THE SPECIAL COURT OF EMINENT DOMAIN
JACKSON COUNTY, MISSISSIPPI

WEST JACKSON COUNTY UTILITY DISTRICT

PLAINTIFF

VERSUS

CIVIL ACTION NO. 2023-20-893

BRITTANY MERRILL;
CMG MORTGAGE, INC., D/B/A
CMG HOME LOANS, LENDER;
AND PILGER TITLE COMPANY, TRUSTEE

DEFENDANTS

FINAL JUDGMENT

THIS CAUSE came before the Court on the Motion to Confirm Settlement and to Interplead Funds filed by Plaintiff, West Jackson County Utility District (Doc. 13). The Court finds that it has jurisdiction over the parties and the subject matter of this cause; that Plaintiff is being represented by Christopher M. Howdeshell, Esq., that Defendant, Brittany Merrill is proceeding *pro se*; and that CMG Mortgage, Inc., is being represented by Steven Nixon, Esq.

The Court is advised that a compromise settlement agreement has been reached between Plaintiff and Defendants resolving all issues raised in the Complaint, and establishing just compensation for the easement rights requested in the amount of \$5,500.00, with said amount to be apportioned between the Defendants as set forth below. The Court is further advised that the agreement reached between Plaintiff and Defendant, CMG Mortgage, Inc., d/b/a CMG Home Loans determining the rights, status, and other legal relations between them with regard to this eminent domain lawsuit is set forth in prior Order of the Court, which is incorporated into this Final Judgment as if fully set forth herein, and which states that 1) CMG is a Notice-Defendant only and claims only such part of the proceeds to be paid in this matter as may be required by FHA regulations to be applied to the principal balance under the loan, in that the subject mortgage is an FHA loan, subject to laws and regulations applicable to FHA and the U.S. Housing and Urban Development; 2) CMG has a priority lien on the subject property by virtue of that certain Deed of Trust dated the 27th day of September, 2022, and recorded in Deed of Trust Book 3943 at Page 316-322 of the Deed of Trust Records of Jackson County, Mississippi, and all rights thereunder remain intact as to the property described therein, but will be subject to the easement in favor of WJCUD; and 3) CMG does not oppose nor challenge Plaintiff's right to acquire the easement, but does not limit in any way the rights of the borrower, Brittany Merrill, to defend her interests in this

matter. The Court, being fully advised in the premises, accepts said settlement agreement, and enters Judgment herein just as if there had been a trial by jury, and a verdict rendered accordingly.

IT IS, THEREFORE, ORDERED AND ADJUDGED, that just compensation for the utility easement described in the Complaint is hereby established at \$5,500.00, inclusive of any and all interests or other amounts provided by statute; that Plaintiff is hereby authorized and directed to deposit said sum in the registry of the Clerk of this Court, and the Clerk of this Court is authorized and directed to issue a check in the amount of \$3,700.00 to CMG Home Loans, Inc., c/o Steven Nixon, Esq., McCalla Raymer, Leibert Pierce, LLC, 1022 Highland Colony Parkway, Suite 304, Ridgeland, Mississippi 39157, to be applied against the principal balance of the loan to Defendant, Britany Merrill; and to Brittany Merrill, individually, in the amount of \$1,800.00, upon receipt of any necessary tax documents.

IT IS, FURTHER, ORDERED AND ADJUDGED, that an easement for the installation maintenance of utility lines through, under, and across the following described property is hereby conveyed to West Jackson County Utility District, and may be appropriated to the public use as requested in the Complaint.

A 20-foot utility easement located in the Southwest Quarter of the Northwest Quarter of Section 9, Township 7 South, Range 8 West, Jackson County, Mississippi and being further described as follows:

Commence at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 9, Township 7 South, Range 8 West, thence run N 00° 53' 17" E for a distance of 389.01 feet to a wood fence post on the South right-of-way line of Old Fort Bayou Road; thence continue along said South right-of-way line N 73° 03' 10" E for a distance of 63.23 feet to a capped ½" iron rod set and the Point of Beginning; thence continue along said South right-of-way line N 72° 17' 49" E for a distance of 189.18 feet to a capped ½" iron rod set; thence run S 00° 13' 39" W for a distance of 21.02 feet to a point; thence run S 72° 17' 49" W for a distance of 189.11 feet to a point; thence run N 00° 02' 40" E for a distance of 21.00 feet to the

Point of Beginning. Said easement containing 3,783 square feet, more or less.

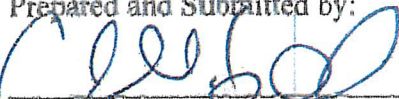
IT IS, FURTHER, ORDERED AND ADJUDGED, that Plaintiff is authorized to file a certified copy of this Judgment in the land records of Jackson County, Mississippi; let Plaintiff pay the costs, for which execution may issue.

SO ORDERED AND ADJUDGED, this the 20th day of February, 2024.



JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:



Christopher M. Howdeshell

MSB #10688

Pittman Howdeshell, PLLC

Post Office Drawer 17138

Hattiesburg, MS 39404-7138

Telephone: (601) 264-3314

Facsimile: (601) 261-3411

chris@pittmanlawfirm.net

JACKSON COUNTY, MISSISSIPPI
WEST JACKSON COUNTY UTILITY DISTRICT

RESOLUTION TO APPROVE SETTLEMENT

On the 20th day of April, 2023, The West Jackson County Utility District (hereinafter "District"), acting by and through its Board, approved a Resolution and Order to Condemn an easement across property described as PIDN 03009290.000 from Brittany Merrill, successor to Katherine Trahan. The Board is now advised that a compromise settlement agreement has been proposed by the owners of said property whereby the District will pay to the Defendant a sum of Five Thousand Five Hundred and No/100 Dollars (\$5,500.00).

The Board, being advised by its legal counsel that the settlement is beneficial to the District considering the time and expense for its attorneys and experts to prepare for trial; the potential of project delays; and the risk of an adverse jury verdict; the District, after solemn due consideration, does accept the terms of the settlement as stated above, and authorizes and requests its attorney and/or other necessary professionals to execute the necessary documents to complete the settlement on its behalf.

The above and foregoing Resolution was introduced by Strayham, seconded by Spiers, and was adopted by the following vote, to-wit:

	Yeas:	Nays:	Absent:
<u>A. Westfall</u>	<u>J. Strayham</u>		<u>B. David</u>
	<u>C. Spiers</u>		
	<u>M. Montgomery</u>		

The Chairman hereby declared the Motion carried and the Resolution was adopted, this the 18th day of January, A.D., 2024.

[Signature]
Chairman

{SEAL}



Donna Catalanatto

February 6, 2024

BOARD APPROVED
DOCKET 2/15/24

Mr. Anthony Greer, Director
West Jackson County Utility District
7200 McCann Road
Biloxi, MS 39532

REFERENCE: Expert Witness Agreement

Dear Mr. Greer, **\$5,000 - Retainer**

Rea Engineering and Construction, LLC (Consultant) is pleased to submit this Agreement, together with the attachments hereto, to be made and entered into by and between the West Jackson County Utility District (WJCUD) and REC. Rea Engineering and Construction, LLC proposes to perform consulting services related to being an expert witness in the case of WJCUD v Miller Enterprises, et al.

Upon approval of this Agreement and payment of the retainer, WJCUD should provide and release any previous work product that has been completed or collected related to this case. Such documents may include but not be limited to surveys, record documents, design data for project, project contract documents, and any other work or data that may be applicable to the project.

Services will be completed on a time and materials basis. Rea Engineering and Construction, LLC will bill WJCUD per the schedule below plus related expenses. Per Diem and M&IE shall be paid based on the current GSA rates for the region for days when travel is required to complete the services. Mileage will be paid based on the current government standard rates established by the IRS for all travel associated with the project. Other reimbursable expenses, including but not limited to printing and subconsultants, will be invoiced by multiplying the direct cost by a factor of 1.10.

Fee Schedule

Expert Witness Consulting \$275 per hour
(Consulting shall include but not be limited to research, preparation, travel, and review with WJCUD and its consultants.)

Expert Witness Testimony and Deposition \$375 per hour
(Includes office or courtroom waiting time as well as actual time testifying)

When in the local area away from the consultant's office, time is billed from the time of departure from the Consultant's office until the time of return. Each full day away from the local area on assignment is billed on the basis of an eight-hour day. Where more than eight hours work or travel is performed in one day, the actual time is billed. Attendance for deposition or court to testify as an expert witness will have a minimum 4-hour charge for any day requiring the Consultants attendance when in the local area of the

Consultant. Consultant will invoice in one tenth of an hour increment for services performed, the minimum fees for testimony or deposition will be due whether or not Consultant is required to spend the amount of time necessary to result in these minimum fees if time was charged on an hourly basis.

A retainer of \$5000 is charged per case. Retainer is a non-refundable minimum fee charged. Billings for services performed or expenses incurred will be charged against the retainer until such time as it is exhausted.

All communications and information between the WJCUD and Consultant are considered privileged and confidential. Consultant will not release or discuss any of such information unless Consultant has obtained prior written consent of Client or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority.

Invoices will be submitted at the end of each month. Payment is due within 30 calendar days of the invoice date. Late charges at a rate of 1.5% per month will be added to invoices not paid within that time. Consultant may suspend further services due to late payment or terminate this agreement if payments are not received within sixty days of any invoice. Should the Consultant terminate the agreement due to late payment the client shall not be relieved in any way from payment of services rendered or expenses incurred. WJCUD shall notify Consultant within fifteen (15) days from the date of the invoice and give written reasons for any disputed amounts.

WJCUD may terminate this agreement upon 15 calendar day written notice for any reason. Upon termination of the Consultant's services by WJCUD, WJCUD shall immediately pay all fees and expenses incurred by the Consultant.

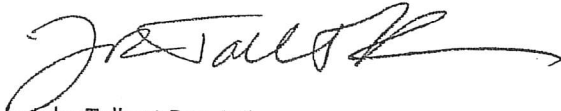
~~In the event of a dispute, both parties agree that the exclusive venue for any action arising out of this agreement shall be in Limestone County, Alabama.~~ In any such action the parties waive trial by jury. Before filing any action against Consultant, Client must first provide Consultant with written notice of the nature of Client's claim and wait at least thirty calendar days from the date notice was sent. In the event that either party is required to retain the services of an attorney to enforce the provisions of this Agreement, then in such case the Client agrees to pay reasonable attorney's fees and all cost and expenses incurred by Consultant including collection costs, provided that Consultant is the prevailing party in said matter either by settlement, litigation, or otherwise. JMD

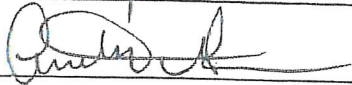
~~This agreement shall be governed by the laws of the State of Alabama.~~ Should a Court determine that any provision of this Agreement is invalid, then that determination shall not invalidate the entire agreement. If any such provision is declared unenforceable or invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. JMD

This Letter Agreement, consisting of three pages, shall constitute the entire Agreement between the Real Engineering and Construction, LLC and West Jackson County Utility District. This Agreement may only be amended, supplemented, modified, or terminated by a duly executed written instrument.

If the terms of this Letter Agreement are acceptable to you, please execute both originals and return one of the fully executed originals. We appreciate the opportunity to provide these services to the West Jackson County Utility District and look forward to working with you and your legal team.

Sincerely,
REA ENGINEERING & CONSTRUCTION, LLC


John Talbert Rea, P.E.

ACCEPTED: West Jackson County Utility District
NAME: ANTHONY GREEN
SIGNATURE: 
DATE: 2/15/24

POSTED
DATE: 2/19/24
GL#:
SIGN: WM

Dkt 3/21

WJCUD - In Anticipation of Grant Proposal Bids

Due Date February 27, 2024 @ 10:00 a.m

Lender	Rate
Merchants & Marine Bank	5.97%
Community Bank of MS	6.28%
The First Bank	6.98%
The Peoples Bank, Biloxi	7.12%

WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI

PROPOSAL FORM

\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)

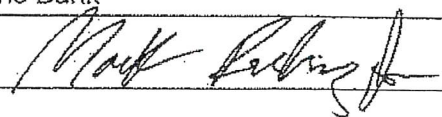
February 27, 2024

Board of Commissioners
West Jackson County Utility District
Ocean Springs, Mississippi
Via email: LDavis@wjud.com

Ladies and Gentlemen:

We hereby offer to loan to the West Jackson County Utility District (the "District") the Maximum Principal Amount of \$2,700,000 (subject to change) as described in the District's Request for Proposals dated February 12, 2024 (the "RFP"). The Loan will be evidenced by a promissory note (the "Note") that will mature on March 1, 2025, subject to optional prepayment in whole or in part at any time. The outstanding principal amounts advanced under the Note shall bear interest from the date principal is advanced until such principal is repaid as set forth in the RFP at the per annum interest rate of 5.97%. We understand that the interest on the Note will not be excludable from gross income for federal income tax purposes.

This proposal is submitted subject to the terms and conditions of the RFP of the District dated February 12, 2024.

BIDDER: Merchants & Marine Bank
By: Mack Rushing Jr. 
Title: EVP
Telephone: 228-934-1140
Email: mack.rushing@mandmbank.com

OFFERINGS

WEST JACKSON COUNTY UTILITY DISTRICT OCEAN SPRINGS, MISSISSIPPI

PROPOSAL FORM

\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)

February 27, 2024

Board of Commissioners
West Jackson County Utility District Ocean Springs, Mississippi
Via email: LDavis@wjcud.com

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This proposal is submitted subject to the terms and conditions of the RFP of the District dated February 12, 2024.

BIDDER: Community Bank of MS
By: Wm. Randall Tynes
Title: President, Jackson County
Telephone: 228-872-6752
Email: randall.tynes@communitybank.net



WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI

PROPOSAL FORM

\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)

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BIDDER: The First Bank

By: Matthew Perez 

Title: Jackson County Market President

Telephone: 228-872-3955

Email: mperez@thefirstbank.com

WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI

PROPOSAL FORM

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BIDDER: The Peoples Bank, Biloxi

By: C.J Dunaway

Title: Vice President/Investments

Telephone: 228-435-8790

Email: cjdunaway@thepeoples.com

WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI

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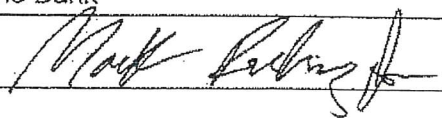
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By: Wm. Randall Tynes

Title: President, Jackson County

Telephone: 228-872-6752

Email: randall.tynes@communitybank.net



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BIDDER: The First Bank

By: Matthew Perez 

Title: Jackson County Market President

Telephone: 228-872-3955

Email: mperez@thefirstbank.com

WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI

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This proposal is submitted subject to the terms and conditions of the RFP of the District dated February 12, 2024.

BIDDER: The Peoples Bank, Biloxi

By: C.J. Dunaway

Title: Vice President/Investments

Telephone: 228-435-8790

Email: cjdunaway@thepeoples.com

There came on for consideration by the Board of Commissioners of the West Jackson County Utility District, Jackson County, Mississippi, the matter of borrowing money in anticipation of the collection of grant funds from the Mississippi Department of Environmental Quality ("MDEQ"), Local Fiscal Recovery Funds ("LFRF") and other available funds of the District. After a discussion of the subject, Commissioner David offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE WEST JACKSON COUNTY UTILITY DISTRICT TO BORROW MONEY PURSUANT TO A LOAN ARRANGEMENT EVIDENCED BY A PROMISSORY NOTE IN ANTICIPATION OF THE COLLECTION OF GRANT FUNDS AND OTHER SOURCES

WHEREAS, the Board of Commissioners (the "Board") of the West Jackson County Utility District, Jackson County, Mississippi (the "District"), acting for and on behalf of the District, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Chapter 831, Mississippi Local and Private Laws of 1966, as amended.

"Chairman" shall mean the Chairman of the Board.

"District" shall mean the West Jackson County Utility District, Jackson County, Mississippi.

"Lender" shall mean the bank making the Loan to the District as selected and designated by the Board herein.

"Loan" shall mean the loan arrangement evidenced by the Note issued to the Lender as authorized by this resolution.

"Loan Counsel" or "Special Counsel" shall mean Young Law Group, PLLC, Jackson, Mississippi.

"Loan Resolution" shall mean this resolution.

"LFRF" shall mean Local Fiscal Recovery Funds.

"Maximum Principal Amount" means Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00), the maximum cumulative amount of principal the District shall be allowed to draw under the Note.

"MDEQ" shall mean the Mississippi Department of Environmental Quality.

"Note" shall mean the promissory note, federally taxable, issued by the District to Lender in the Maximum Principal Amount as evidence of the Loan as authorized by this Loan Resolution.

"Secretary/Treasurer" shall mean the Secretary/Treasurer of the Board.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. WHEREAS, the District has determined that it needs to borrow a maximum principal amount of Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00) to make improvements to the District's wastewater infrastructure (the "Project").

3. WHEREAS, pursuant to Chapter 831, Mississippi Local and Private Laws of 1966, as amended (the "Act"), the District is authorized to enter into contracts, to incur debts and to borrow money.

4. WHEREAS, the Board deems it necessary and in the best interests of the District to borrow money in order to begin the Project in anticipation of reimbursement from MDEQ and LFRF from the County.

5. WHEREAS, the District distributed, or caused to be distributed on its behalf, a Request for Proposals ("RFP") to various banks for the Loan.

6. WHEREAS, the District has received four (4) proposals for the Loan, all of which proposals were presented to the Board and are attached hereto as **Exhibit A**. The Board has determined that the lowest and best proposal, offering the lowest net interest rate and cost to the District, was submitted by Merchants & Marine Bank, Ocean Springs, Mississippi (the "Lender") offering to provide the Loan at 5.97% interest per annum.

7. WHEREAS, the Board has determined that it is in the District's best interest to borrow money from the Lender pursuant to the Loan evidenced by the Note in the Maximum Principal Amount, bearing interest at the federally taxable interest rate of 5.97%.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. REQUEST FOR PROPOSALS. The form and substance of the Request for Proposals in the form attached hereto as **Exhibit B** and its distribution to potential lenders, are hereby ratified and approved. The receipt and evaluation of bids in the manner set forth in the Request for Proposals are hereby ratified and confirmed by the Board.

SECTION 2. RESOLUTION A CONTRACT. In consideration of the acceptance of the Note by the Lender, this Loan Resolution shall constitute a contract between the District and the

Lender. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the benefit, protection and security of the Lender.

Issuance of the Note hereunder and the District's obligation to enter into the Loan are expressly contingent upon the Lender providing the District such certifications, including those described in the Request for Proposals, in form and content satisfactory to the District and to all other matters prerequisite to the issuance of the Note being resolved to the District's satisfaction.

SECTION 3. LOAN AND NOTE AUTHORIZED. The Note is hereby authorized to be issued to the Lender under the terms of this Resolution and is authorized and ordered to be issued in the Maximum Principal Amount to provide funds for the payment of the District's current fiscal year expenses, as authorized by the Act.

SECTION 4. DETAILS OF NOTE. The Note shall be issued in substantially the form as attached hereto as **Exhibit C**, with such completions, changes, insertions, and modifications as shall be approved by the officers of the District executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval. Payments of principal of and interest on the Note shall be made to the Lender in lawful money of the United States of America. The Note shall be dated the date of its delivery, as agreed upon by the District and the Lender, shall bear interest as stated therein from the date thereof at the per annum rate set forth therein, payable as to principal and interest on or before the maturity date set forth therein. The Note shall be subject to prepayment in whole or in part without penalty as set forth in the Note.

SECTION 5. OFFICER AUTHORIZATION. The Chairman and Secretary/Treasurer are hereby authorized and directed to prepare and furnish to the Lender and to the attorneys approving the same, certified copies of all proceedings and records of the District relating to the power and authority of the District to enter in the Loan and issue the Note. The Chairman and Secretary/Treasurer, acting collectively or individually, are each authorized to execute and deliver the Note and all other certificates and documents and to take all other actions necessary to obtain the Loan. The Financial Controller is authorized to periodically authorize draws on the Note by executing and delivering a Draw Request in substantially the form attached hereto as **Exhibit D** as necessary to pay invoices on the Project. Any such draw shall be used only to defray the cost of the Project.

SECTION 6. EXECUTION AND DELIVERY OF NOTE.

(a) The Note shall be executed by the manual or facsimile signature of the Chairman and countersigned by the manual or facsimile signature of the Secretary/Treasurer of the Board. Any such facsimile signature on the Note shall have the same force and effect as if manually signed. In case any official of the Board whose signature or a facsimile of whose signature shall appear on the Note shall cease to be such official before the delivery thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery.

(b) The Note shall be delivered to the Lender in accordance with the terms and conditions of this Resolution, together with a complete certified transcript of the proceedings had and done in the matter of the authorization of the Loan and issuance of the Note, and the final, unqualified approving opinion of Special Counsel.

SECTION 7. SECURITY FOR NOTE. To the extent permitted by the Act and any other applicable law, payment of principal and interest on the Note will be made from (i) grant funds from the Mississippi Department of Environmental Quality ("MDEQ") under the Mississippi Municipality and County Water Infrastructure ("MCWI") grant program pursuant MDEQ Agreements Nos. 544-2-CW-5.5 (the "Phase 3 Grant") and 130-1-CW-5.5 (the "Phase 4B Grant") (the Phase 3 Grant and Phase 4B Grant are referred to herein collectively, the "Grant Agreements") and (ii) Local Fiscal Recovery Funds ("LFRF") from Jackson County, Mississippi (the "County"). The Note shall be a Subordinate Obligation as such term is described in the District's Master Resolution adopted April 9, 2013, as amended from time to time (the "Master Resolution"), payable from Net Revenues (as defined in the Master Resolution), subject and subordinate to Parity Obligation Payments (as defined in the Master Resolution).

SECTION 8. REPAYMENT OF THE NOTE. The District shall pay the principal drawn on the Note and accrued interest upon receipt of funds from the Grant Agreements or LFRF from the County. To the extent such funds are not available or sufficient to repay the Note at maturity and subject to the provisions in Section 7 hereof, the District shall use any legally available revenues to repay the Note..

SECTION 9. APPLICATION OF PROCEEDS OF LOAN. The principal proceeds received pursuant to the Loan or subsequently drawn by the District pursuant to the Note shall be deposited into the District's general fund and used to pay expenses of the Project as authorized by the Act and for any other permitted purposes.

SECTION 10. CONFLICTING PROCEEDINGS REPEALED. All orders, resolutions or proceedings of this Board in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective upon the adoption hereof.

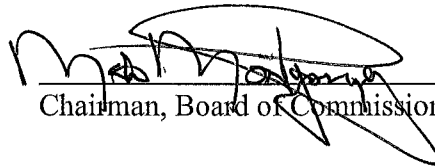
[Remainder of Page Intentionally Left Blank]

Commissioner Spiers seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

Board Member Mike Montgomery	Voted: <u>absent</u>
Board Member Curtis Spiers	Voted: <u>yes</u>
Board Member Bryan David	Voted: <u>yes</u>
Board Member Andy Westfall	Voted: <u>absent</u>
Board Member Joan Strayham	Voted: <u>yes</u>

The motion having received the affirmative vote of a majority of the commissioners present, the motion carried and the resolution adopted, on this the 29th day of February, 2024.

WEST JACKSON COUNTY UTILITY DISTRICT



Chairman, Board of Commissioners

ATTEST:



Secretary, Board of Commissioners

EXHIBIT A
PROPOSALS RECEIVED

WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI

PROPOSAL FORM

\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)

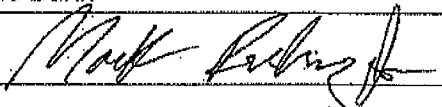
February 27, 2024

Board of Commissioners
West Jackson County Utility District
Ocean Springs, Mississippi
Via email: LDavis@wjcud.com

Ladies and Gentlemen:

We hereby offer to loan to the West Jackson County Utility District (the "District") the Maximum Principal Amount of \$2,700,000 (subject to change) as described in the District's Request for Proposals dated February 12, 2024 (the "RFP"). The Loan will be evidenced by a promissory note (the "Note") that will mature on March 1, 2025, subject to optional prepayment in whole or in part at any time. The outstanding principal amounts advanced under the Note shall bear interest from the date principal is advanced until such principal is repaid as set forth in the RFP at the per annum interest rate of 5.97%. We understand that the interest on the Note will not be excludable from gross income for federal income tax purposes.

This proposal is submitted subject to the terms and conditions of the RFP of the District dated February 12, 2024.

BIDDER: Merchants & Marine Bank
By: Mack Rushing Jr. 
Title: EVP
Telephone: 228-934-1140
Email: mack.rushing@mandmbank.com

OFFERINGS

WEST JACKSON COUNTY UTILITY DISTRICT OCEAN SPRINGS, MISSISSIPPI

PROPOSAL FORM

\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)

February 27, 2024

Board of Commissioners
West Jackson County Utility District Ocean Springs, Mississippi
Via email: LDavis@wjcud.com

Ladies and Gentlemen:

We hereby offer to loan to the West Jackson County Utility District (the "District") the Maximum Principal Amount of \$2,700,000 (subject to change) as described in the District's Request for Proposals dated February 12, 2024 (the "RFP"). The Loan will be evidenced by a promissory note (the "Note") that will mature on March 1, 2025, subject to optional prepayment in whole or in part at any time. The outstanding principal amounts advanced under the Note shall bear interest from the date principal is advanced until such principal is repaid as set forth in the RFP at the per annum interest rate of **6.28%**. We understand that the interest on the Note will not be excludable from gross income for federal income tax purposes.

This proposal is submitted subject to the terms and conditions of the RFP of the District dated February 12, 2024.

BIDDER: Community Bank of MS
By: Wm. Randall Tynes
Title: President, Jackson County
Telephone: 228-872-6752
Email: randall.tynes@communitybank.net



**WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI**

PROPOSAL FORM

**\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)**

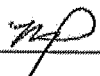
February 27, 2024

Board of Commissioners
West Jackson County Utility District
Ocean Springs, Mississippi
Via email: LDavis@wjcuud.com

Ladies and Gentlemen:

We hereby offer to loan to the West Jackson County Utility District (the "District") the Maximum Principal Amount of \$2,700,000 (subject to change) as described in the District's Request for Proposals dated February 12, 2024 (the "RFP"). The Loan will be evidenced by a promissory note (the "Note") that will mature on March 1, 2025, subject to optional prepayment in whole or in part at any time. The outstanding principal amounts advanced under the Note shall bear interest from the date principal is advanced until such principal is repaid as set forth in the RFP at the per annum interest rate of 6.98 %. We understand that the interest on the Note will not be excludable from gross income for federal income tax purposes.

This proposal is submitted subject to the terms and conditions of the RFP of the District dated February 12, 2024.

BIDDER: The First Bank
By: Matthew Perez 
Title: Jackson County Market President
Telephone: 228-872-3955
Email: mperez@thefirstbank.com

**WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI**

PROPOSAL FORM

**\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)**

February 27, 2024

Board of Commissioners
West Jackson County Utility District
Ocean Springs, Mississippi
Via email: LDavis@wjud.com

Ladies and Gentlemen:

We hereby offer to loan to the West Jackson County Utility District (the "District") the Maximum Principal Amount of \$2,700,000 (subject to change) as described in the District's Request for Proposals dated February 12, 2024 (the "RFP"). The Loan will be evidenced by a promissory note (the "Note") that will mature on March 1, 2025, subject to optional prepayment in whole or in part at any time. The outstanding principal amounts advanced under the Note shall bear interest from the date principal is advanced until such principal is repaid as set forth in the RFP at the per annum interest rate of 7.12%%. We understand that the interest on the Note will not be excludable from gross income for federal income tax purposes.

This proposal is submitted subject to the terms and conditions of the RFP of the District dated February 12, 2024.

BIDDER: The Peoples Bank, Biloxi
By: C.J. Dunaway
Title: Vice President/Investments
Telephone: 228-435-8790
Email: cjdunaway@thepeoples.com

EXHIBIT B

REQUEST FOR PROPOSALS

**WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRINGS, MISSISSIPPI**

REQUEST FOR PROPOSALS

**\$2,700,000 (maximum principal amount)
Promissory Note (Federally Taxable)
(in anticipation of grants)**

The West Jackson County Utility District (the "District") is soliciting proposals for a loan (the "Loan") to be evidenced by a promissory note (the "Note").

Deadline for Proposals: 10:00 a.m. (Central) on Tuesday, February 27, 2024

Award (if any): Board meeting at 9:00 a.m. on February 29, 2024

Description of the Financing

The proceeds of the Loan will be used by the District to make improvements to the District's wastewater infrastructure, including removal of sanitary sewer lift stations, construction of a new gravity sanitary sewer line and manholes, construction of a new regional sanitary sewer lift station, and associated appurtenances (the "Project").

The District anticipates the Note will be repaid primarily from (i) grant funds from the Mississippi Department of Environmental Quality ("MDEQ") under the Mississippi Municipality and County Water Infrastructure ("MCWI") grant program pursuant MDEQ Agreements Nos. 544-2-CW-5.5 (the "Phase 3 Grant") and 130-1-CW-5.5 (the "Phase 4B Grant") (the Phase 3 Grant and Phase 4B Grant are referred to herein collectively, the "Grant Agreements") and (ii) Local Fiscal Recovery Funds ("LFRF") from Jackson County, Mississippi (the "County"). The Note shall be a Subordinate Obligation as such term is described in the District's Master Resolution adopted April 9, 2013, as amended from time to time (the "Master Resolution"), payable from Net Revenues (as defined in the Master Resolution), subject and subordinate to Parity Obligation Payments (as defined in the Master Resolution).

Pursuant to the Grant Agreements, MDEQ will reimburse the District for a portion of the Project costs in an amount not to exceed \$1,000,000 for each of the Grant Agreements (\$2,000,000 total). In addition, each of the Grant Agreements allows the District to be reimbursed by the County (or a municipality) for up to \$1,000,000 (\$2,000,000 total) from LFRF. The total Project cost related to the Phase 3 Grant is \$7,753,987.50, and the total Project cost related to the Phase 4B Grant is \$5,334,783.80.

The anticipated maximum principal amount of the Loan is \$2,700,000. The District may, however, adjust the maximum principal amount of the Loan subject to the consent of the lender selected by the District (the "Lender"). The District will enter into the Loan, if any, pursuant to a resolution (the "Resolution") to be adopted by the District's Board of Commissioners on or about February 29, 2024, and pursuant to the authority of the Constitution and laws of the State of Mississippi, specifically, including Chapter 831, Mississippi Local and Private Laws of 1966 (the "Act").

The District will make periodic draws of principal, up to the maximum authorized principal amount of the Note. The District may not draw more than the cumulative total of the maximum principal amount during the term of the Note. The closing on the Loan and delivery of the Note is expected to be within two weeks of the adoption of the Resolution. The District expects the first draw to be made on or about the closing date, and the final draw will be made on or before October 15, 2024. The final maturity date of the Note will be March 1, 2025. The District may prepay all or a portion of the principal advances under the Note, together with accrued interest on the principal amount prepaid, at any time without penalty.

The outstanding principal advanced under the Note shall bear interest from the date such principal is advanced until the principal, or such portion thereof, is repaid at the per annum interest rate specified in the winning proposal. Interest will be calculated on the basis of a 365-day year, based on the actual number of days elapsed.

Young Law Group, PLLC will provide its unqualified opinion that the Note is the legal obligation of the District and is exempt from Mississippi income taxes under existing laws, regulations, rulings and judicial decisions. Interest on the Note WILL NOT be excludable from gross income for federal income tax purposes (i.e., interest on the Note will be federally taxable).

Young Law Group, PLLC is not acting as, nor has the District engaged as of this date, a broker-dealer, placement agent or municipal/financial advisor in connection with this transaction. Young Law Group represents the District as its legal counsel; Young Law Group does not represent the lender and has not conducted any due diligence on behalf of the lender. Nonetheless, the lender may choose to engage the services of a broker-dealer or other party to represent the lender's interests.

Young Law Group will prepare all closing documents at the expense of the District. The lender will be responsible for any costs incurred by it in connection with the Note.

In addition to any other certificates reasonably required by the District or its counsel or advisors, the lender selected by the District shall be required to certify, among other things, (i) a bank as defined in Section 3(a)(6) of the Exchange Act of 1934, a wholly-owned subsidiary of a bank engaged in commercial lending and financing activities, such as an equipment lease financing corporation, or a federally-or state-chartered credit union (each a "Qualified Provider"); (ii) the lender has such knowledge and experience in financial and business matters that the lender is capable of independently evaluating the financial risks of the transaction and has had an opportunity to obtain from the District all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of making the Loan evidenced by the Note; (iii) that the present intent of the lender is to hold the note to maturity or earlier redemption; (iv) the Lender will not transfer any portion of the Note within one year of closing, except to another Qualified Provider; (v) the lender will not offer, transfer or sell the Note or any portion thereof in a denomination of less than One Hundred Thousand Dollars (\$100,000); and (vi) the Note will be treated as a loan subject to regulation by banking authorities and maintained as a loan for accounting purposes of the lender.

The Note will be subject to the further details and provisions contained in the Resolution, the form of which can be obtained from the District.

Proposals

Once submitted to the District, no proposal may be modified or withdrawn. All proposals shall remain firm until acted on by the Board or until 5:00 p.m. on February 29, 2024, whichever shall occur first. The District reserves the right to reject any or all proposals, to waive any irregularity or defect in any proposal, and to negotiate further with any party submitting a proposal.

Questions regarding this Request for Proposals should be directed to the District's Financial Controller, Laura Davis either via email at LDavis@wjud.com or by telephone at 228-872-3898 ext. 302. Proposals should be emailed to Ms. Davis at LDavis@wjud.com and the subject line should reference: **West Jackson County Utility District \$2,700,000 Loan**. As a convenience, please copy any proposal to clare@younglawms.com. A good faith check is not required.

Dated: February 12, 2024

EXHIBIT C
FORM OF THE NOTE

PROMISSORY NOTE
(FEDERALLY TAXABLE)

WEST JACKSON COUNTY UTILITY DISTRICT
OCEAN SPRING, MISSISSIPPI

Maximum Principal Amount
\$2,700,000

Loan Date
_____, 2024

The West Jackson County Utility District (the "District"), by this promissory note (the "Note") acknowledges itself to be indebted and for value received promises to pay to **Merchants & Marine Bank**, Ocean Springs, Mississippi (the "Lender"), the aggregate outstanding principal amount drawn by the District hereunder up to the Maximum Principal Amount shown above (the "Maximum Principal Amount"), on or before March 1, 2025. The Lender will periodically advance up to the Maximum Principal Amount of this Note to the District, upon the District's written request, prior to the end of business on October 15, 2024. The District may not draw more cumulatively than the Maximum Principal Amount during the term of this Note. The amount of all principal advanced hereunder and not repaid by the District as of any date shall be referred to herein as the "Outstanding Principal Amount" as of such date. The District further promises to pay interest accruing on the Outstanding Principal Amount from the date such principal is advanced until repaid, at the federally taxable interest rate per annum of 5.97%. Interest shall be calculated on the basis of a 365-day year, based on the actual number of days elapsed. The principal of and interest on this Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

The Outstanding Principal Amount of this Note is subject to prepayment in whole or in part at any time at the option of the District, at par plus accrued interest to the date of prepayment. The Lender shall note such payments on the attached grid.

This Note has been authorized by a resolution of the Board of Commissioners (the "Board") of the District adopted on February 29, 2024 (the "Loan Resolution") to provide money for improvements to the District's wastewater infrastructure in anticipation of the collection of grant funds and other non-restricted revenues, pursuant to and in full conformity with the Constitution and Laws of the State of Mississippi, including Chapter 831, Mississippi Local and Private Laws of 1966, as amended (the "Act") as further described in the Loan Resolution.

To the extent permitted by the Act, this Note is payable from (i) grant funds from the Mississippi Department of Environmental Quality ("MDEQ") under the Mississippi Municipality and County Water Infrastructure ("MCWI") grant program pursuant MDEQ Agreements Nos. 544-2-CW-5.5 (the "Phase 3 Grant") and 130-1-CW-5.5 (the "Phase 4B Grant") (the Phase 3 Grant and Phase 4B Grant are referred to herein collectively, the "Grant Agreements"), (ii) Local Fiscal Recovery Funds ("LFRF") from Jackson County, Mississippi

(the "County"), and (iii) other non-restricted revenues of the District, all of which proceeds and other revenues are pledged under the Loan Resolution to the payment of this Note.

It is hereby certified and recited that: all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; as of the date of this Note there is no legislation, reorganization, proceeding or order, controversy or litigation pending or threatened in any manner questioning or affecting the corporate existence of the District, its boundaries, the right or entitlement to office of any of its officers, the due authorization or validity of the borrowings referred to herein or the Loan Resolution; and the aggregate indebtedness of the District, including this Note, does not exceed any limitation imposed by law or the Constitution of the State of Mississippi.

IN WITNESS WHEREOF, the District has caused this Note to be executed on its behalf by the Chairman of the Board and countersigned by the Secretary/Treasurer of the Board as of the date specified above.

WEST JACKSON COUNTY UTILITY DISTRICT

BY: specimen - not for signature
Chairman of the Board of Commissioners

COUNTERSIGNED:

specimen - not for signature
Secretary/Treasurer of the Board of Commissioners

EXHIBIT D
FORM OF THE DRAW REQUEST

**WEST JACKSON COUNTY UTILITY DISTRICT
PROMISSORY NOTE (FEDERALLY TAXABLE)
DATED _____, 2024
DRAW REQUEST**

Date: _____

Merchants & Marine Bank
Attn.: _____
Ocean Springs, Mississippi

VIA EMAIL:

Ladies and Gentlemen:

Pursuant to the \$2,700,000 Promissory Note dated _____, 2024 (the "Note") from the undersigned West Jackson County Utility District (the "District"), you are hereby instructed to disburse the sum of \$ _____ as a draw down and advance of principal on the Note.

You are instructed to pay such advance of principal to the District as follows:

Payee: West Jackson County Utility District

Method of Transfer (check the appropriate method):

_____ Mail Check to the District at following address:

P.O. Box 1230
Ocean Springs, MS 39566

_____ Wire funds to the District's account:

Routing No. _____

Account No. _____

Name/Address of Bank _____

Special Wiring Instructions (if any)

WEST JACKSON COUNTY UTILITY DISTRICT

By: _____
Financial Controller