

**West Jackson County Utility District  
7200 McCann Road  
Biloxi, Mississippi 39532  
March 02, 2023**

**Special Meeting**

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**MINUTES**

**1.0 Call Meeting to Order:**

The West Jackson County Utility District (WJCUD) convened the special board meeting March 02, 2023, 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 8:58 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. Bryan David	Vice-Chairman, WJCUD
Mr. Andrew Westfall	Secretary/Treasurer, WJCUD
Mr. Curtis Spiers	Commissioner, WJCUD
Ms. Joan Strayham	Commissioner, WJCUD
Mr. Josh Danos	Board Attorney, 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.

**3.0 Change to Meeting Agenda**

Mr. David made a motion, seconded by Mr. Spiers, to amend the agenda to include a personnel matter for discussion in executive session. Motion passed unanimously.

**4.0 Executive Session – If So Move**

Mr. Spiers made a motion, seconded by Mr. Westfall, to enter closed session. Motion passed unanimously.

Mr. Westfall made a motion, seconded by Mr. David, to enter executive session to discuss JCUA litigation and a personnel matter. Motion passed unanimously.

Mr. Spiers made a motion, seconded by Mr. David, to approve a settlement agreement with JCUA. Motion passed unanimously.

Mr. David made a motion, seconded by Mr. Spiers, to enter open session. Motion passed unanimously.

### **11.0 Other Business**

### **12.0 Adjournment**

A motion was made by Mr. Spiers, seconded by Mr. David, to adjourn the meeting at 9:55 A.M., March 02, 2023. Motion passed unanimously.



Andrew Westfall  
SECRETARY/TREASURER, WJCUD

## SETTLEMENT AGREEMENT

**WHEREAS**, the West Jackson County Utility District (hereinafter, “the District”) has initiated suit against the Jackson County Utility Authority (hereinafter, “JCUA”) for breach of contract and certain equitable relief, in an action styled *West Jackson County Utility District, et al vs. Jackson County Utility Authority*, Cause No. 2016-1384-NH, currently filed in the Chancery Court of Jackson County, Mississippi; and

**WHEREAS**, the District also has initiated suit against JCUA for overcharging for wastewater services, in an action styled *West Jackson County Utility District vs. Jackson County Utility Authority*, Cause No. 2015-00,212(3), currently filed in the Circuit Court of Jackson County, Mississippi; and

**WHEREAS**, JCUA has imposed a “surcharge” against the District for alleged violation of its pretreatment ordinance, which is currently the subject of an appeal to the Circuit Court of Jackson County, Mississippi, in an action styled, *West Jackson County Utility District vs. Jackson County Utility District*, Cause No. 30CI1:22-CV-00016-RK; and

**WHEREAS**, the District and JCUA desire to settle all of their disputed claims and have agreed to reduce their understanding to a written agreement between the parties to be approved by the Board of Commissioners of the District and the Board of Directors of the Jackson County Utility Authority, with such approval being reflected on the official minutes of each entity;

**THEREFORE**, for good and valuable consideration, including the mutual covenants and agreements hereinafter expressed, the sufficiency of which are acknowledged by both parties referenced above, it is agreed as follows:

1. **Incorporation of Recitals**. The recitals set forth in the preamble to this Settlement Agreement are true and correct. These recitals are incorporated into this Settlement

Agreement as if fully copied herein and are deemed an integral part of the Settlement Agreement and are not mere recitals.

2. **Binding Effect.** This Settlement Agreement shall be binding on the Parties when the Board of Commissioners and Board of Directors approve this Settlement Agreement and spreads such approval on their respective minutes, following execution by an authorized representative.
3. **Settlement of Disputed Claims.** The Parties acknowledge that the various issues referred to in the pleadings have been disputed for several years, and the Parties desire to settle, with prejudice, all of their existing disputes with one another regarding the underlying Contract for Wholesale Wastewater Treatment and the interpretation of the Pretreatment Ordinance.
4. **Capacity Fees/Charges.** JCUA hereby agrees and covenants not to issue, demand, charge, or require capacity fees from the District in relation to developments, projects, or any other undertaking initiated by the District on District property or easements, using District or other public funds, for District purposes. This Agreement does not affect the ability of the JCUA to charge capacity fees or any other fees adopted by the JCUA to non-West Jackson County Utility District entities within the limits of the service area of the West Jackson County Utility District.
5. **Non-objection to District Projects.** JCUA hereby agrees and covenants not to file a letter of objection to any local, state, or federal agency regarding developments, projects, or any other undertaking initiated by the District on District property or easements, using District or other public funds, for District purposes, based solely on the assertion that JCUA can provide acceptable and affordable water to the District. Instead, JCUA hereby agrees and

covenants that, in those instances it is required to respond in any way to any local, state, or federal agency regarding such projects, it will limit such responses to the minimum necessary information required by said agency, and will not offer opinions or information, verbally or in writing, to such agencies.

6. **Advisory Finance Committee**. The Parties agree that an Advisory Finance Committee (hereinafter, "the Committee") will be formed by appointees of the Jackson County Board of Supervisors, the municipalities within Jackson County, and the West Jackson County Utility Authority Board of Directors. Each above entity will be permitted two appointees to serve only at the will and leisure of the appointing authority. The Committee will meet semi-annually or more frequently at its discretion, to examine the finances of JCUA. The Committee will be authorized to request and receive financial information of JCUA kept in the form and manner in its normal course of business by JCUA prior to any such meetings. Following each meeting, or at times determined prudent by the Committee, the Committee will adopt and circulate recommendations to the Board of Directors of JCUA concerning the financial state of JCUA and the fiscal responsibility of its operations. Any such recommendation are advisory in nature, and shall not have binding effect on JCUA.
7. **Waiver of Surcharge**. JCUA agrees and covenants to formally waive the pending surcharge against the District referenced above.
8. **Mutual Release and Covenant Not to Sue**. Upon the approval and execution of this Settlement Agreement by both Parties, the District fully and finally releases and discharges JCUA without payment of any monies by JCUA relating to the claims articulated in the Complaint and Amended Complaint which have accrued as of the date of this Settlement

Agreement. The Parties agree to bear their own costs, fees, and expenses associated with the above-referenced litigation.


9. **Dismissal of Lawsuits**. Upon execution of this Settlement Agreement, the District will file Orders of Dismissal with Prejudice in the above-referenced matters.
10. **Prior Agreements**. This Settlement Agreement is an integrated agreement containing the entire understanding of the Parties regarding the matters addressed herein and no representation, warranty, or promise has been made or relied upon by the Parties to this Agreement. This Agreement supersedes all prior communications or prior representations regarding the matters contained herein. The intent of this Agreement is to ensure that the Parties move forward in the spirit of cooperation
11. **Cooperation**. The Parties agree that they will cooperate fully with one another to carry out this Agreement and the binding obligations of this Agreement, including the execution of any further documentation as may be required to consummate this Settlement Agreement.
12. **Applicable Law**. The interpretation and construction of this Agreement shall be controlled by the laws of the State of Mississippi and proper jurisdiction shall be solely in the relevant court of Jackson County, Mississippi, but it does not amend or modify the wastewater service agreement governing the contractual relationship between the West Jackson County Utility District and the JCUA.
13. **Interpretation**. This Agreement constitutes the product of the negotiation of the Parties, and the enforcement thereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the draftsmanship thereof.

14. **Waiver**. No waiver of any condition, obligation, or term of this Agreement shall constitute a waiver of any other, or a waiver of a subsequent right to demand strict compliance with all conditions, obligations, and terms of this Settlement Agreement.
15. **Copies of Agreement**. Any executed copy or photocopy of an executed copy hereof shall be as effective for any purpose as the original.
16. **Specific Performance**. This Settlement Agreement shall be specifically enforceable by either party in the Chancery Court of Jackson County, Mississippi.
17. **Binding Effect**. This Settlement Agreement is binding and enforceable against the Parties pursuant to Mississippi law.
18. **Amendments**. This Agreement may be amended or terminated only by mutual written agreement of the Parties.
19. **Invalidity of a Provision**. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision will not affect the validity or enforceability of any other provision hereto.
20. **Breach of Agreement**. Should any Party breach this Settlement Agreement, in addition to all other remedies available at law or in equity to the other Party, the breaching party shall pay the cost and expenses of the other Party incurred in enforcing this Agreement.

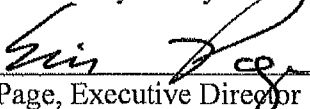
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement, effective as of the 3 day of ~~February~~, 2023.

March

West Jackson County Utility District

  
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John Hannah, Director

Jackson County Utility Authority

  
Eric Page, Executive Director