

BE IT REMEMBERED the Clay County Board of Supervisors met at the Clay County Courthouse in West Point, MS, on the 12th day of June, 2014, at 9 00 a m , and present were Lynn Horton, Luke Lummus, R B Davis, Shelton Deanes, and Floyd McKee, President. Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON JUNE 12, 2014**

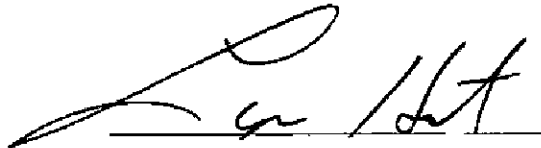
There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on June 12, 2014

It appears to this Board the items listed below should be added to the agenda for further discussion and consideration to wit

- Heavy Hauling Ordinance – Ben Knight, Cecil Johnson and Mr Deanes

After motion by Floyd McKee and second by Shelton Deanes the Board doth vote unanimously to adopt the agenda as presented and further to adopt the agenda as amended

SO ORDERED this the 12th day of June, 2014



Vice President



NO \_\_\_\_\_

**IN THE MATTER OF ACCEPTING AND AWARDING THE BID FOR HAY  
LEASE ON THE 17 14 ACRES OWNED BY THE COUNTY**

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There came on this day for consideration the matter of accepting and awarding the bid for hay lease on the 17 14 acres owned by the County

It appears to this Board as attached hereto as Exhibit A is the Notice of Lease posted on 6/2/2014 in three public places, one of which being the Clay County Courthouse, for the lease of lands located in Section 7, Township 19, Range 6 on Hwy 45 South approximately 17 14 acres, and,

It appears to this Board at this time one sealed bid has been presented and is the bid of Steve Portera for \$12 00 per acre

After motion by Luke Lummus and second by Floyd McKee this Board doth accept the bid of Steve Portera and does further stipulate that he will be responsible for furnishing liability coverage on the said property

SO ORDERED this the 12<sup>th</sup> day of June, 2014



Vice President

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**NOTICE OF LEASE**

NOTICE is hereby given to the public that the Clay County Board of Supervisors will take sealed bids on Thursday, ~~June~~ <sup>June</sup> 12, 2014, at 9 00 a m for the lease of lands for hay and the said lands being approximately 17 14 acres of certain real properties belonging to and located in Clay County Mississippi and situated as follows

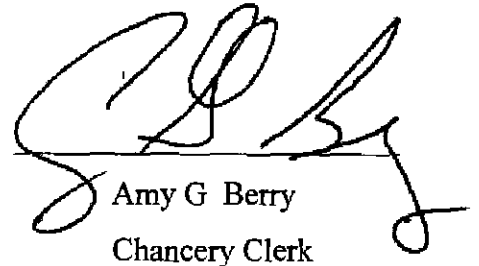
17 14 acres of lands located in the North West Quarter of the South East Quarter of Section 7, Township 19, Range 6 located on Hwy 45 South

Land to be leased on a "As Is" condition with no insurance responsibilities

The Board of Supervisors reserves the right to accept and reject any and all bids received and to waive any and all formalities with the acceptance and rejection of the bids

For further questions and injuries, call Supervisor Luke Lummus at (662) 295-7037

Publish by order of the Board of Supervisors, this the 5th day of May, 2014



Amy G Berry  
Chancery Clerk

Published

6/2/2014

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729

Amy G. Berry

14 MAY 22 PM 3 20

CLAY COUNTY  
WEST POINT, MISS

Attention: Amy Berry

Attention: Amy Berry

Steve Portera bids \$12.00  
acre behind Graham roofing  
on hay lease.

HAY LEASE

THIS LEASE is made and entered into this day by and between the CLAY COUNTY, MISSISSIPPI, acting by and through the Clay County Board of Supervisors ("Clay County" or "Lessor"), as Lessor, and STEVE PORTERA, ("Portera" or "Lessee") as Lessee,

WITNESSETH

WHEREAS, Clay County is the owner of certain real property located and situated in Clay County, Mississippi, which is generally described as 17 14 acres, more or less, in the NW ¼ SE ¼ of Section 7, Township 19N South, Range 6E. Such property is further described as 25 14 acres described in a deed to Lessor in Deed Record 257 at page 174 LESS AND EXCEPT 8 0 acres leased to R. W. Hooks, LLC as described in Deed Record 257 at page 20, all of the land records of Clay County, Mississippi

WHEREAS, such property is currently vacant and Clay County will receive benefit by having such land in use under good husbandry practices until such time as an industrial or other commercial enterprise may purchase, lease or otherwise use such property, and

WHEREAS, the Clay County did give public notice for bids to lease such lands for the cutting of the hay thereon and received only one bid therefor, being the bid of Steve Portera in the sum of Twelve Dollars (\$12 00) per acre, and

WHEREAS, Clay County, at its meeting held on June 12, 2014, accepted the bid of Steve Portera as the highest and best bid to cut the hay from said property,

NOW THEREFORE, upon the terms and conditions stated herein, Clay County does hereby agree to lease to Steve Portera the property described herein upon the following terms and conditions, to-wit

1 **Premises** The Lessor does hereby lease and rent to Lessee, and the Lessee does hereby lease and rent from the Lessor the property described in the Exhibit "A" attached hereto

2 **Purpose** It is understood by the parties hereto, and such parties hereby agree, that Lessee may use the Leased Premises solely for harvesting the hay which is growing or may grow during the term hereof and for no other purpose

3 **Term** Unless otherwise terminated in accordance herewith, this lease shall be for a period time commencing on June 15, 2014 and terminating at midnight on June 14, 2015

4 **Rental** The rental for such Leased Premises shall be the sum of \$12 00 per acre payable in advance, by Lessee to Lessor

5 **Use of leased premises and notice** Lessee's use of the leased premises is limited to periodic and customary cutting of hay. Lessee shall not have the right of occupancy

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of the leased premises for any other purpose. In advance of cutting the hay from the leased premises, Lessee shall give Lessor verbal notice at least three (3) days prior to cutting.

6 **Access** Lessor shall have free access to the Leased Premises at all times during the term of this lease for purposes of showing such property to any industrial or other commercial enterprise. In exercising such access, Lessor agrees to give Lessee reasonable notice of the intent to access the property and to do so in a manner which will not infringe upon or disturb Lessee's hay cutting operations.

7 **Husbandry** Lessee covenants with the Lessor to engage in good and acceptable husbandry practices relative to the cutting of the hay on said property.

8 **Transfer of Land** Notwithstanding any other provision of this lease to the contrary, it is understood and agreed between the parties hereto that the Lessor shall have the right to terminate this agreement as to any portion of the Leased Premises which are sold, leased or otherwise transferred or conveyed in good faith by the Lessor for economic development purposes (a "Transfer"). However, in the event of a Transfer of any portion of the Lease Premises (the "Transferred Parcels"), Lessor shall give Lessee notice of at least sixty (60) days prior to such Transfer in order to allow Lessee the opportunity to cut any hay then growing on the leased premises. In the event of such a Transfer, Lessor shall refund to Lessee the pro-rata amount of any rent paid in advance by Lessee with respect to the Transferred Parcels effective the date Lessee returns possession of such property to Lessor.

9 **Maintenance** Lessee shall be solely responsible for erecting and maintaining any fencing necessary for the purposes of this lease.

10 **Assignment.** Lessee agrees that it shall not assign this Agreement, or any portion hereof, without first obtaining the express written consent of Lessor.

11 **Exclusive right to cut hay** Should the Lessee perform its obligations under this Agreement, Lessor covenants to Lessee that Lessee shall have the exclusive right to harvest the hay from the leased premises during the term of this lease.

12 **Termination** In the event Lessor deems a material breach in the terms of this agreement to have occurred, Lessor shall give written notice to Lessee of such breach. If such breach is not cured within fifteen (15) days after such notice is given, Lessor, at its option, may terminate this lease.

13 **Liability and Indemnification** Prior to each cutting of hay, Lessee shall make an inspection of the leased premises to insure that no hazards exist which pose a threat of injury to persons or property. By commencing cutting, Lessee acknowledges that no such hazards exist and shall release Lessor from any claims of injuries to persons or property arising out of the condition of the leased premises. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all loss or damage sustained by, liability or charges imposed on, and claims or causes of action asserted against Lessor arising in whole or in part out of or by reason of any act, omission or negligence of Lessee or its invitees, employees, affiliates, agents, representatives.

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or any other persons, other than Lessor, whom Lessee permits to be in, on or about the Leased Premises

14 **Tenant's Insurance** During the term of this lease, Lessee shall, at Lessee's sole cost and expense, obtain and keep in full force and effect at all times, a comprehensive general liability insurance policy to protect Lessor against any liability to the public, to any invitee of Lessee or any other person or entity incidental to Lessee's use of the Leased Premises (including, without limitation, any liability resulting from any of Lessee's cattle) or resulting from any accident occurring in or upon the Leased Premises in an amount of not less than \$1,000,000.00 for injury or death to any one person and for injury to property. Lessor shall be named as an "additional insured" on such insurance, provided, however, that Lessor does not, by requiring inclusion as an additional insured, waive any provision of sovereign immunity available to Lessor. Upon the request of Lessor, Lessee shall deliver to Lessor a certificate from the insurance carrier as to the insurance policy required by the paragraph

15 **Miscellaneous**

(a) *Notices* All notices, demands and requests which may or are required to be given by any party hereto to another party hereto shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, when sent by courier receipt requested, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, on the third (3rd) business day following deposit thereof, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows

CLAY COUNTY, MISSISSIPPI

President, Board of Trustees  
c/o Clerk of the Clay County,  
Mississippi  
P O Box 815  
205 Court Street  
West Point, Mississippi 39773

STEVE PORTERA

Mr Steve Portera  
6596 Hwy 45 Alt South  
West Point, MS 39773

Lessee and Lessor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent

(b) *Severability* If any clause, provision or section of this agreement shall be to any extent adjudged ruled or otherwise held to be invalid or unenforceable by any court of competent jurisdiction the remaining terms and provisions of this agreement shall not be affected thereby, but each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law

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(c) *Amendments* This agreement may be amended, modified and supplemented only by written agreement of all of the parties hereto

(d) *Third Party Beneficiaries* This agreement has been entered into by the parties hereto and no other person other than such parties and their respective successors and assigns, as permitted hereunder, shall acquire or have any rights under or by virtue of this agreement, except as otherwise expressly provided for herein. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than as landlord and tenant

(e) *Binding Effect* All agreements, terms, provisions and conditions in this agreement shall extend and inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns of the parties hereto

(f) *Headings / Construction* The captions and headings of this agreement are for convenience only, and are not to be construed as a part of this agreement, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender

(g) *Governing Law Venue* This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and venue shall lie in Clay County, Mississippi

(h) *Counterparts* This agreement may be executed in multiple counterparts or in counterpart originals, each of which taken together shall constitute one and the same instrument

(i) *Merger* This agreement represents the entire agreement between the parties hereto with respect to the matters described herein and supersedes all prior negotiations, representations or agreements

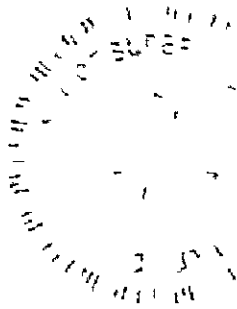
WITNESS OUR SIGNATURES, this the 26<sup>th</sup> day of June, 2014

(SIGNATURES ON FOLLOWING PAGE)

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CLAY COUNTY MISSISSIPPI



BY Floyd McKee  
Floyd McKee, President - Vice  
*(Signature)*

ATTEST

Amy G Berry  
Amy G Berry, Chancery Clerk and  
Clerk of the Clay County Board of  
Supervisors

Steve Portera  
STEVE PORTERA, LESSEE

STATE OF MISSISSIPPI

COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of June, 2014, within my jurisdiction, the within named FLOYD McKEE and AMY G BERRY, duly identified before me, who acknowledged that they are, respectively, the President and the Clerk of the Clay County, Mississippi, Board of Supervisors and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said economic development district so to do

Robert J. Harvell  
Notary Public  
NOTARY PUBLIC

My Commission Expires Circuit Clerk & Ex-Officio Notary Public  
My Commission Expires Jan 4, 2016

(SEAL)

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STATE OF MISSISSIPPI

COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21<sup>st</sup> day of June, 2013, within my jurisdiction, the within named STEVE PORTERA who acknowledged that he executed the above and foregoing instrument on the day and year stated herein.

*Robert S. Haycraft*  
*By Barbara Haycraft, DC*  
NOTARY PUBLIC

Circuit Clerk & Ex-Officio Notary Public  
My Commission Expires Jan 4, 2016

My Commission Expires \_\_\_\_\_

(SEAL)

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THE STATE OF MISSISSIPPI

County of Clay

I, Amy G. Berry, Clerk of the Chancery Court in and for said County and State do hereby certify that the within Instrument was filed in my office for the record on the 30 day of June, 2014, at 3:25 o'clock P. M and the same was duly recorded in Deed Record 284 Page 403 on this 30 day of June, 2014 given under my hand and seal of office at West Point, Mississippi

By *Amy G. Berry*, DC  
AMY G BERRY, Chancery Clerk

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NO \_\_\_\_\_

**IN THE MATTER OF VOTING DOWN THE PROPOSED HEAVY HAULING  
ORDINANCE**

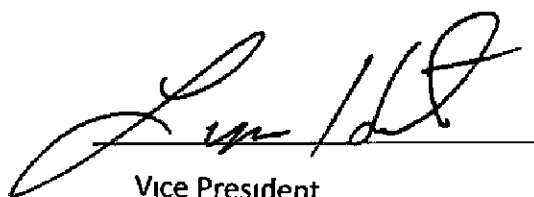
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There came on this day for consideration the matter of voting down the proposed Heavy Hauling Ordinance

After a motion by Floyd McKee to vote down the proposed Heavy Hauling Ordinance and to continue using the existing Heavy Hauling Ordinance requiring a permit and no bond to be posted unless further required by the Supervisor of the said District and the said motion seconded by R B Davis, the said motion fails due to a lack of majority vote with the vote being as follows for the said motion

Supervisor Horton	NAY
Supervisor Lummus	NAY
Supervisor Davis	AYE
Supervisor Deanes	NAY
Supervisor McKee	AYE

SO ORDERED this the 12<sup>th</sup> day of June, 2014

  
Vice President

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NO \_\_\_\_\_

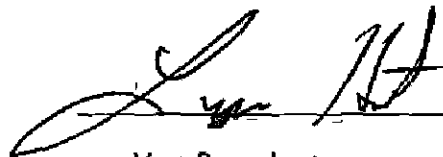
**IN THE MATTER OF TABLING THE PROPOSED HEAVY HAULING  
ORDINANCE REQUIRING A BOND**

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There came on this day for consideration the matter of tabling the proposed Heavy Hauling Ordinance requiring a bond

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to table the said proposed heavy hauling ordinance requiring anyone hauling to post a bond in the amount of \$35,000

SO ORDERED this the 12<sup>th</sup> day of June, 2014



\_\_\_\_\_  
Vice President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING TO SUSPEND THE JUSTICE COURT  
DRUG COURT PROGRAM DUE TO LACK OF FUNDING**

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There came on this day for consideration the matter of approving to suspend the Justice Court Drug Court Program due to lack of funding

It appears to this Board the Supreme Court Advisory Board met on Friday, June 6, 2014, and set the funding requirements for year 2014-2015 for all Drug Court program, and,

It appears to this Board the requirements of the Misdemeanor Drug Courts as attached hereto as Exhibit A are as follows

To submit a business plan within 90 days for operating a drug court along with other administrative procedures

AND

The county must agree to match 50% of the State allocation which would be \$25,000 for a total operating budget of \$75,000 (State \$50,000 and \$25,000 local county)

It appears further to this Board that the majority consent among this board from the inception of the Justice Court Drug Court was as long as the State Funded the program this Board would support it, however local funds would not

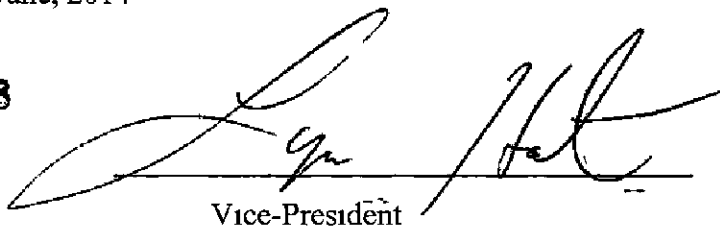
After motion by Luke Lummus to suspend the Justice Court Drug Court Program due to lack of funding and a second by R. B. Davis, the majority vote of the Board is as follows

Supervisor Horton	NAY
Supervisor Lummus	AYE
Supervisor Davis	AYE
Supervisor Deanes	NAY
Supervisor McKee	AYE

The majority of the vote being in favor of the said motion, the motion carries to suspend the Justice Court Program due to lack of funding

SO ORDERED this the 12<sup>th</sup> day of June, 2014

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Vice-President

NO \_\_\_\_\_

**TO AUTHORIZE TRAVEL FOR THE TAC OFFICER**

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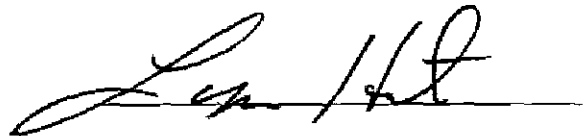
There came on this day for consideration the matter of authorizing travel for the TAC Officer

It appears to this Board the former TAC officer for the Sheriff's Department was Judy Gaskin who retired and the Sheriff is requesting this Board's permission to appoint Barbara Free to serve as the TAC officer for the Sheriff's Department, and,

It appears to this Board with this responsibility Mrs Free will need to attend the certification school from June 23 - 27, in Pearl, MS

After motion by Luke Lummus and second by R B Davis this Board doth vote unanimously to authorize and approve Barbara Free to travel to the said certification class

SO ORDERED this the 12<sup>th</sup> day of June, 2014



Vice President

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NO \_\_\_\_\_

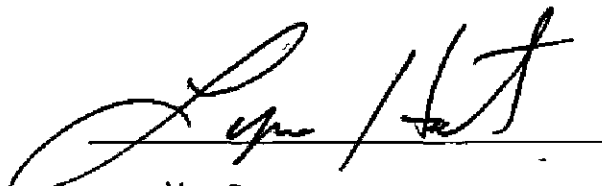
**IN THE MATTER OF REAPPOINTING H SCOTT ROSS AND KYLE CHANDLER, III  
TO SERVE ON THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT  
BOARD**

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There came on this day for consideration the matter of reappointing H Scott Ross and Kyle Chandler III to serve on the Clay County Economic Development District Board

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to reappoint for a three (3) year term H Scott Ross and Kyle Chandler, III to the Clay County Economic Development District Board

SO ORDERED this the 12<sup>th</sup> day of June, 2014

  
\_\_\_\_\_  
Vice President



NO \_\_\_\_\_

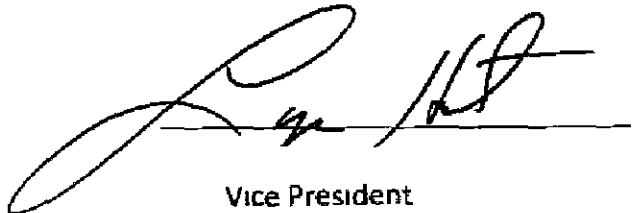
**IN THE MATTER OF REAPPOINTING GEORGE GLUSENKAMP TO SERVE ON  
THE MS REGIONAL HOUSING AUTHORITY IV BOARD**

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There came on this day for consideration the matter of reappointing George Glusenka  
to serve on the MS Regional Housing Authority IV Board

After motion by R B Davis and second by Lynn Horton this Board doth vote  
unanimously to reappoint George Glusenka to serve for a five (5) year term beginning  
November 20, 2014 and expiring on November 20, 2019 on the MS Regional Housing Authority  
IV Board

SO ORDERED this the 12<sup>th</sup> day of June, 2014



Vice President

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**RESOLUTION REAPPOINTING GEORGE GLUSENKAMP TO SERVE A FIVE-YEAR TERM AS COMMISSIONER OF THE MISSISSIPPI REGIONAL HOUSING AUTHORITY NO IV**

WHEREAS, the Board of Supervisors of Clay County, Mississippi has joined in and created the Mississippi Regional Housing Authority No IV, consisting of the counties of Lowndes, Oktubbeha, Clay, Winston, Webster, Choctaw, Grenada, Montgomery, and Carroll, Mississippi, and


WHEREAS, George Glusenkaamp's term of office will expire on November 19, 2014, and

WHEREAS Commissioner Glusenkaamp has done an outstanding job in serving Clay County as a representative on Mississippi Regional Housing Authority No IV's Board of Commissioners

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi assembled on this the 12<sup>th</sup> day of June 2014, as follows

That George Glusenkaamp is hereby reappointed to serve a five-year term on the Board of Commissioners of the Mississippi Regional Housing Authority No IV and/or until his successor succeeds him in office and that the term of this appointment shall begin on November 20, 2014 and shall expire on November 19, 2019

DONE BY ORDER OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI on this the 12<sup>th</sup> day of June, 2014

  
President Clay County  
Board of Supervisors

**CLERK'S CERTIFICATE**

I, Amy G Berry, Clerk for the Board of Supervisors of Clay County, Mississippi do hereby certify that the foregoing resolution is a true and correct copy of a resolution which was approved by the Board of Supervisors of Clay County, Mississippi in a meeting held on June 12, 2014 and that a copy of the resolution appears in the recorded minutes of that meeting

  
Clerk of Board of Supervisors



MISSISSIPPI REGIONAL  
HOUSING AUTHORITY IV

www.mrh4.com

March 12, 2014

President Board of Supervisors  
Clay County Mississippi  
P O Box 815  
West Point, MS 39773

Dear Sir

George Glusenkamp's term as commissioner of the Mississippi Regional Housing Authority IV will expire soon. Mr. Glusenkamp is very active on the Board of Commissioners and has done an outstanding job representing Clay County. Through his stewardship, the Housing Authority has grown and progressed in a manner that will improve the quality of life for citizens in Clay County.

We would very much recommend reappointing Mr. Glusenkamp to the Board of Commissioners. Should you choose to reappoint Mr. Glusenkamp, I am enclosing a sample reappointment resolution with the current terms of office for your convenience.

Please let me know if you have any questions or if I can be of any assistance.

Sincerely,

THE MISSISSIPPI REGIONAL  
HOUSING AUTHORITY IV

Thomas R. Robinson  
Executive Director

enclosure

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NO \_\_\_\_\_

**IN THE MATTER OF APPROVING OF CERTAIN REPAIRS TO BE MADE TO THE  
CART HOUSE**

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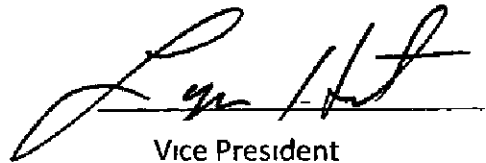
There came on this day for consideration the matter of approving of certain repairs to be made to the Cart House

It appears to this Board the County building called the CART HOUSE located on 970 Wood Avenue is in need of several repairs as attached hereto as Exhibit A, such as a roof, painting on the exterior and interior, and for screens on the windows and the cost for the said repairs will cost approximately \$10,000, and,

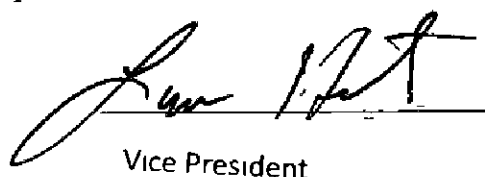
It appears to this Board there is a special fund no 045, Cart House Building Maintenance Repair Fund which has a fund balance of \$44,650 00 which will sufficient to cover the budgeted repair cost of \$10,000 to the building

After motion by R B Davis and second by Luke Lummus this Board doth vote unanimously to authorize and approve the approximate budget of \$10,000 of repairs to be made to the Cart House and for the said expenditures to be expended from fund no 045, Cart House Building Fund

SO ORDERED this the 12<sup>th</sup> day of June, 2014

  
Vice President

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to recess until Thursday, June 26, 2014 at 6 00 p m

  
Vice President

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