

**Minutes of
Clay County Board of Supervisors
Meeting Held Monday, April 24, 2023, at 9:00 a.m.**

BE IT REMEMBERED a special called meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Monday, April 24, 2023.

PRESENT:

Lynn D. Horton, Supervisor District 1, presiding
Luke Lummus, Supervisor District 2
R.B. Davis, Supervisor District 3
Shelton Deanes, Supervisor District 4
Joe Chandler, Supervisor District 5

Eddie Scott, Clay County Sheriff
Amy G. Berry, Clay County Chancery Clerk
Angela Turner Ford, Board Attorney

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Sheriff Scott. The welcome was given by Supervisor Horton with invocation provided by Supervisor Davis.

ADOPTION OF AGENDA

Supervisor Lummus moved the Board adopt the agenda as prepared. The motion was seconded by Supervisor Deanes.

(Exhibit "A" - Agenda).

NOTICE OF MEETING

Supervisor Chandler moved the Notice of Special Called Meeting, which was posted by the Chancery Clerk in three (3) public places, be spread on the minutes. The motion was seconded by Supervisor Lummus.

(Exhibit "B" - Notice).

OPTIMIST SOLAR ROAD BOND AGREEMENT

Supervisor Deanes moved Optimist Solar Road Bond Agreement, prepared by the Board Attorney, be modified to require that Supervisor District One be reimbursed for any funds expended to repair damage to roads caused by the contractor, and that once amended the agreement be forwarded to Optimist for approval. The motion was seconded by Supervisor Lummus.

(Exhibit "C").

CLOSED DETERMINATION

Supervisor Lummus moved the Board go into Closed Session to determine the need to go into Executive Session. The motion was seconded by Supervisor Deanes.

EXECUTIVE SESSION

Supervisor Deanes moved the Board go into Executive Session to discuss a personnel matter. The motion was seconded by Supervisor Lummus.

OPEN MEETING

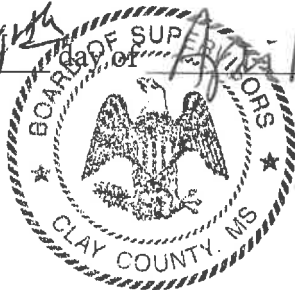
Supervisor Deanes moved the Board return to Open Meeting. The motion was seconded by Supervisor Lummus.

RECESS

Supervisor Deanes moved the Board stand in recess until Thursday, April 27, 2023, at the Clay County Courthouse at 9:00 a.m. The motion was seconded by Supervisor Lummus.

All motions were carried unanimously unless otherwise indicated.

DATED this the 24th day of April, 2023.



[Signature]
LYNN D. HORTON, PRESIDENT
CLAY COUNTY BOARD OF SUPERVISORS

ATTEST:

[Signature]
AMY G. BERRY, CHANCERY CLERK
CLERK OF THE CLAY COUNTY
BOARD OF SUPERVISORS

EXHIBIT A



***Clay County Board of Supervisors
Agenda for Special Called Meeting
Monday, April 24, 2023, at 9:00 a.m.***

- Call to Order
- Welcome & Prayer
- Adopt Agenda as presented
- Authorize and approve to spread on the minutes the Special Called Meeting Notice as noticed to the Public by the Clerk in three (3) public Places
- Consider Approval of Optimist Solar Road Bond Agreement
- Request to go into Executive Session to discuss a personnel matter as allowed under Section 25-41-7 of *the Mississippi Code of 1972*
- Recess until Thursday, April 27, 2023, at the Clay County Courthouse, at 9:00 a.m.

AMENDMENTS:

EXHIBIT B

0335

Notice of Special Called Meeting

The President of the Clay County Board of Supervisors, *Hon. Lynn Horton*, has called a *Special Called Meeting* for the Clay County Board of Supervisors for *Monday, April 24, 2023, at 9:00 A.M.*, at the Clay County Courthouse, in the Courtroom located on the second floor, for the following matters to be discussed, to-wit:

- Consider approval of Optimist Solar Road Bond Agreement
- Request to go into Executive Session as allowed under Section 25-41-7 of the *Mississippi Code of 1972* to discuss a Personnel Matter

SO PUBLISHED, this the 19th day of April, 2023.



Amy G Berry

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

Notice Published 4/19/2023 - AGB

EXHIBIT C

0337

**CLAY COUNTY SUPERVISOR DISTRICT ONE
ROAD BOND AGREEMENT**

MADE AND ENTERED INTO this _____ day of _____, 20__ by and between **Clay County, Mississippi**, hereinafter referred to as "Clay County" and **Optimist Solar** of _____ hereinafter referred to as "Contractor".

WHEREAS, Contractor, through its agents, subcontractors and/or assigns, is desirous of using portions of Highway 50 East, (Judge Thomas Road, and Barton Ferry Road in Clay County, Mississippi, such roadways being under the supervision and control of Clay County Supervisor District One, for the purposes of operating heavy equipment, transporting raw and manufactured materials, and general construction in Clay County, Mississippi. (Contractor is expressly prohibited from using the portion of Barton Ferry Road from Highway 50 East to Yokohama Boulevard due to the condition of said road).

WHEREAS, Lynn D. Horton, in his official capacity as Supervisor of Clay County District One and the Clay County Board of Supervisors agree to permit the movement of Contractor's trucks over the hereinafter described roads of Clay County Supervisor District One according to the terms and conditions stated herein.

NOW, THEREFORE, for and in consideration of the foregoing representations, which Contractor specifically acknowledges and adopts and mutual promises hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree for themselves, their successors and assigns, as follows:

AGREEMENT

1. Clay County, as of the effective date of this Agreement, hereby allows Contractor to utilize the above described road(s) located in Clay County Supervisor District One for the purposes set forth above and for no other until Contractor has completed construction of a facility to be owned and operated by Optimist Solar in Clay County.
2. Clay County and Contractor hereby agree the roads covered by this Agreement have been inspected prior to commencement of hauling by the County Engineer and Contractor, and that the condition of said road(s), as of the date of this Agreement, shall be incorporated herein by reference and/or photographs.
3. Contractor shall at all times utilize the designated portion(s) of road(s) in a manner which permits unobstructed and safe passage for members of the traveling public.

ROAD MAINTENANCE

4. Road maintenance shall commence when the road begins to show wear to prevent further deterioration of road quality. Road conditions in active construction areas shall be evaluated by the County Engineer or his designee on a routine basis. Said roads may be evaluated after significant precipitation events. (Specific precipitation events shall be defined as 1/2 inch or greater in a twenty four (24) hour period).

5. The expected use of the roads contemplated by this Agreement typically results in road wear and the maintenance as follows:
 - Ponding: Any area that shows non-anticipated ponding, i.e. not a low water crossing, should be evaluated for rutting or potholing as described below. If the area is a low-lying area that has not been addressed in the design, the County Engineer and Engineer of Record (EOR) should be contacted for further evaluation.

 - Ruts: Rutting greater than 1-inch or the diameter of the largest aggregate in the road base, whichever is greater, are to be repaired as soon as practical. Repair of ruts shall be completed by filling the ruts with crusher run and the road crown re-established.

 - Potholing: Potholes that develop in the road travel surface shall be filled with crusher run as soon as practical and compacted to meet the surrounding surface.

 - Parabolic Crowning: Parabolic crowning is the loss of design crown and rounding of the travel surface. The road design crown shall be re-established by blading using a motor grader as soon as practical.

 - Corrugation /Wash boarding: Corrugation or wash boarding, is caused by lack of moisture, hard acceleration, aggressive braking, and poor-quality gravel. Wash boarding shall be repaired as soon as practical by moisture conditioning the road aggregate, blading to re-establish the road crown, and re-compacting with a vibratory roller.

6. Should it be determined by the County Engineer that the condition of any of the road(s) covered by this Agreement has deteriorated to a point of exhibiting any of the above listed defects, thereby rendering the road(s) impassable or dangerous for the traveling public, the County Engineer shall provide written notice to the Contractor, who shall make repair of the defect within two (2) days.

The amount of repairs necessary and the method of accomplishing the same shall be within the reasonable discretion of the Board of Supervisors of Clay County, Mississippi, in consultation with the County Engineer.

7. Contractor hereby covenants to make immediate repair of any conditions which restricts use of the road(s) by the traveling public, or would otherwise cause the condition of the road to be unsafe or hazardous.
8. Contractor shall not use the road or right of way for a log landing or other loading area.
9. Contractor agrees to provide, at its own expense, necessary flaggers, signs, cones and/or any other safety measures should Contractor's use of the roads require the need for traffic control.
10. Contractor shall and agrees to indemnify and save harmless Clay County, Mississippi, and all its officers, agents, and employees, from all suits, actions or claims of any character, name or description brought forth or on account of any injuries received or sustained by any person, persons or property during the performance of Contractor's work and prior to the road being repaired.
11. Contractor, at the completion of its operations, shall immediately submit to the Clay County Board of Supervisors and Lynn D. Horton, Supervisor of Clay County Supervisor District One, written notice of said completion. As soon as practicable upon after receipt of such notice by Clay County, the County Engineer shall make an inspection of the condition of the portion(s) of the road(s) covered by this Agreement and submit a report of his findings to the Clay County Board of Supervisors.
12. Supervisor Lynn D. Horton and the County Engineer reserve the right to confer and temporarily cease hauling during periods of inclement weather for the sole purpose of protecting and/or preserving the road bed without liability of Clay County or Clay County Supervisor District One.
13. Clay County reserves the right to suspend or cancel this Agreement should Contractor's use of the agreed upon road(s) renders the road(s) impassable and/or hazardous for a prolonged period of time.
14. This Agreement may be amended by mutual written consent of Clay County and the Contractor.

15. Without waiving Clay County's rights to cancel or suspend Contractor's use of the agreed upon road(s) for prolonged failure to make necessary repairs, the duration of, obligations and responsibilities associated with this Agreement shall remain in effect until i) Contractor has completed construction; and ii) the County has determined the road(s) subject to this Agreement have been restored to pre-use condition.
16. 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.
17. 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.

Contractor shall pay a fee of \$100.00, to be collected by the Clay County Chancery Clerk or the Clay County Purchasing Clerk to cover the administrative cost of processing Contractor's application for permitting, and collecting a bond in the amount of \$ _____, which shall be held as a guarantee to return the road(s) to pre-use condition.

This Agreement and the rights hereunder shall be contingent upon payment of said bond, payment of the permit costs and compliance with the terms of this Agreement.

THE EXISTENCE OR USE OF THE BOND SHALL NOT RELIEVE CONTRACTOR OF ANY RESPONSIBILITY TO PAY FOR DAMAGES DETERMINED TO BE IN EXCESS OF THE BOND.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, intending to be legally bound thereby.

CLAY COUNTY, MISSISSIPPI

Date: _____

By: _____
President, Board of Supervisors

ATTEST:

Chancery Clerk

CONTRACTOR

Date: _____

By: _____

Its: _____

[Remainder of page intentionally left blank]

STATE OF MISSISSIPPI

COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, _____, within my jurisdiction, the within named LYNN D. HORTON and AMY G. BERRY, duly identified before me, who acknowledged that they are, respectively, the President and the Clerk of the Clay County Board of Supervisors, and that for and on behalf of Clay County, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by the Clay County Board of Supervisors so to do.

NOTARY PUBLIC

(SEAL)

My Commissions Expires: _____

STATE OF MISSISSIPPI

COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, _____, within my jurisdiction, the within named _____, duly identified before me as _____ of _____, a foreign corporation, who acknowledged that she/he executed the above and foregoing instrument for and on behalf of the said corporation as its act and deed after first having been duly authorized by said Corporation so to do.

NOTARY PUBLIC

(SEAL)

My Commissions Expires: _____