

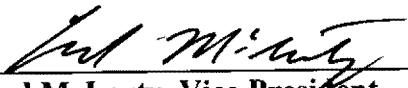
**ORDER: APPROVE INTERLOCAL AGREEMENT WITH THE TOWN OF TAYLOR FOR MAINTENANCE OF ROADS**


Motion was made by David Rikard, duly seconded by Chad McLarty, to approve Interlocal Agreement with the Town of Taylor for maintenance of roads.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes  
Supervisor Jeff Busby, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, Vice-President McLarty, declared the motion carried, this the 7<sup>th</sup> day of March, 2016.

  
Chad McLarty, Vice President  
Board of Supervisors

  
Sherry Wall, Chancery Clerk

**INTERLOCAL AGREEMENT  
FOR LAFAYETTE COUNTY TO MAINTAIN PUBLIC ROADS  
ON BEHALF OF THE TOWN OF TAYLOR**

This agreement made and entered as of the date of last signature of all parties, by and between the following:

1. Lafayette County, Mississippi, Board of Supervisors (hereinafter "Lafayette County");
2. Town of Taylor, Mississippi, Board of Aldermen (hereinafter "Town of Taylor")

WHEREAS, Lafayette County and the Town of Taylor wish to enter into an agreement whereby Lafayette County shall, on the behalf of the Town of Taylor, maintain and work on the public roads within the municipal boundaries of the Town of Taylor to the same extent and in accordance with the same procedures as Lafayette County adopts for public roads within Lafayette County; and

WHEREAS, in exchange for the road work performed, The Lafayette County Tax Collector shall not refund to the Town of Taylor any portion of the road maintenance taxes collected by Lafayette County on property within the municipal boundaries of the Town of Taylor, pursuant to Mississippi Code Annotated §65-15-21; and

WHEREAS, Lafayette County has the authority to maintain public roads and streets which are located within a municipality within Lafayette County's boundaries pursuant to Mississippi Code Annotated §65-7-79 through §65-7-85; and

WHEREAS, the parties hereto believe that their efforts may best be accomplished by a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974"; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein and pursuant to the authority of §17-31-1, et seq. of the Mississippi Code of 1972, the Board of Supervisors of Lafayette County and The Board of Aldermen of the Town of Taylor do hereby covenant, contract and agree as follows:

1. This agreement shall take effect upon the date of approval by the Attorney General of the State of Mississippi, but have a term beginning as set forth in 12.a below, after first being approved and executed by Lafayette County and the Town of Taylor, which approval is to be entered onto the minutes of both parties.
2. The parties hereto agree that Lafayette County shall maintain and perform such work on the public roads within the municipal boundaries of the Town of Taylor as is reasonably required to keep said roads in good repair, to the same extent and in accordance with the same procedures as Lafayette County Adopts for public roads within Lafayette.
3. Lafayette County shall provide such equipment and materials at its cost as are necessary to maintain the public roads of the Town of Taylor in good repair.
4. Lafayette County shall continue to collect the proper ad valorem taxes for road purposes but shall not refund to the Town of Taylor any portion of the road taxes collected on property within the Town of Taylor and shall keep the same pursuant to Mississippi Code §65-15-21, so long as this agreement shall remain in effect. Throughout the duration of this agreement, the Town of Taylor shall make no claim against Lafayette County for a refund of these taxes.

5. Road maintenance to be performed by Lafayette County shall consist of routine maintenance at the current level, and using current methods, as employed by Lafayette County, at the time of execution of this agreement. The Lafayette County Road Department will perform all road maintenance required herein.
6. The Town of Taylor will provide roadside trash and liter removal, mow the first 60 inches of the street right of way, maintain the street and traffic signs within the municipal boundaries and provide any other maintenance as it sees fit at no cost to Lafayette County.
7. This agreement covers all streets and roads under the current jurisdiction of the Town of Taylor and any and all streets and roads acquired in the future by the Town of Taylor, whether through annexation, acceptance from a developer, or any other method of acquiring streets and roads.
8. All subdivision plans approved by the Town of Taylor shall be in compliance with the Town of Taylor Ordinances regulating roads, road appurtenances and road construction. These ordinances meet or exceed those of Lafayette County. The Town of Taylor shall require that all appropriate construction and maintenance bonds be issued by the developer, covering roads and drainage systems, before any road work is commenced by the developer. Bonding shall be in full compliance with the guidelines set forth by the Town of Taylor and Lafayette County.
9. Other than expressly provided in this agreement, the responsibilities and jurisdiction of the Town of Taylor, pursuant to §21-37-3 and §65-7-83 Mississippi Code Annotated, shall remain unchanged and in full force and effect. Lafayette County assumes no jurisdiction over the streets with The Town of Taylor and only the responsibility of maintenance of said streets.
10. Routine maintenance decisions concerning the streets within The Town of Taylor will be made by the Lafayette County Road Department. Decisions concerning any change of the design, width, configuration, or routing of any street, right of way or intersection shall be made by the Board of Alderman of The Town of Taylor. Any decision concerning new construction of streets will be made by the Board of Alderman of the Town of Taylor in conjunction with Lafayette County.
11. The Lafayette County Road Department will provide a written report to the Town of Taylor each month identifying the road work performed within the Town of Taylor for the prior month.
12. Pursuant to Mississippi Code Annotated §17-13-9, the parties would set forth the following:
  - a. This Interlocal agreement shall be deemed to have a term beginning April 1, 2016 and extend to and terminate on 12:00 a.m. (Midnight) March 31 2020.
  - b. The purpose of this Interlocal Agreement is set forth in paragraphs 1-11 above.
  - c. There is no separate legal or administrative entity created pursuant to this Interlocal Agreement.
  - d. Statutory authority for Lafayette County to take action within the limits of the Town of Taylor, to construct and maintain roads, is contained in Mississippi Code Annotated §65-7-79 through §65-7-85, Further, Statutory authority for the

retention by Lafayette County of Town of Taylor road taxes collected by Lafayette County is Contained in Mississippi Code Annotated §65-15-21.

- e. Financing of this venture is through the budgets of Lafayette and the Town of Taylor, The County administrator of Lafayette County is designated by this Agreement to receive, disburse and account for all funds of the joint undertaking set for herein.
- f. Either party may voluntarily terminate this Agreement for such party's own convenience, and at such parties' discretion, upon written notice to the other party on or prior to June 1<sup>st</sup> of the year of termination, in which event this agreement shall be terminated as of November 30<sup>th</sup> of the year of termination.
- g. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated except by an instrument in writing, approved by the governing body of each party, which such approval spread upon its official minutes, and signed by each parties authorized representative.
- h. This project will be administered through the Lafayette County Board of Supervisors in cooperation with the Board of Aldermen for the Town of Taylor.
- i. This Interlocal Agreement does not provide for the acquiring, holding or disposing of real or personal property.
- j. Following execution of the Agreement by the parties hereto and the approval of the same by the Attorney General of the State of Mississippi, the Agreement shall be filed for record with the Chancery Clerk of Lafayette County, Mississippi and with the Secretary of State of the State of Mississippi, in accord with §17-13-11(3), Mississippi Code Annotated.
- k. Any other necessary and proper matters are set forth in Paragraphs 1-11 above.

WITNESS the signature of the parties hereto after first being approved by the respective governing authorities.

LAFAYETTE COUNTY, MISSISSIPPI

BY *Jeff Bush*  
PRESIDENT, BOARD OF SUPERVISORS

DATE 3-7-16

ATTEST: *Sherry Naele*  
CLERK-BOARD OF SUPERVISORS



TOWN OF TAYLOR

BY *[Signature]*  
MAYOR

DATE 2-2-2016

ATTEST: *[Signature]*  
TOWN CLERK