

RESOLUTION

A RESOLUTION APPROVING JOINT MAINTENANCE AGREEMENT BETWEEN CITY OF TUPELO AND LEE COUNTY FOR HEARDTOWN ROAD

WHEREAS, Pursuant to Miss. Code Anno. § 21-37-3 (1972 as amended), the City of Tupelo, Mississippi, shall have the power to exercise full jurisdiction in the matter of streets; and

WHEREAS, Pursuant to Miss. Code Anno. § 65-7-83 (1972 as amended), Lee County may, by consent of or agreement with the proper governing authorities of any municipality within such county, assume concurrent jurisdiction over any street in the City of Tupelo for maintenance purposes where such street is a continuation of or intersects a local or county road already under the jurisdiction of such board of supervisors, provided such consent or agreement to the assumption of said concurrent jurisdiction shall be entered into only by the entering of an order on the minutes of both of said governing authorities, including the authorization of the use of county-owned machinery and equipment in the construction and maintenance of municipal streets, whether or not said streets intersect a local or county road.

WHEREAS, Pursuant to Miss. Code Anno. § 65-7-85 (1972 as amended), Lee County, acting by and through the boards of supervisors thereof, are hereby invested, within their discretion, with full authority to expend monies and to do, within any municipalities of the county all acts regarding construction and maintenance of roads and streets that they may do within the county outside the limits of said municipalities; and

WHEREAS, Pursuant to Miss. Code Anno. § 17-5-15 (1972 as amended), the City of Tupelo, Mississippi, and Lee County, Mississippi, are authorized, in their discretion, upon order duly adopted and entered upon their official minutes, to lend to or to enter into leases with other counties or municipalities for the use of county-owned or municipally owned equipment and operators of such equipment. Such equipment and operators may be lent or leased for such

amount and in accordance with such terms and conditions as the governing authorities may prescribe; however, such equipment and operators may be used only in the performance of public projects of a county or municipality. The lending or lease agreements also may include an equipment operator's fee equal to the average hourly salary that is paid to all operators of such county-owned or municipally owned equipment by the county or municipality that lends or leases the equipment. Proceeds from the lending or leasing of such equipment shall be deposited into the road and bridge fund of the county or the municipal general fund, as the case may be; and

WHEREAS, Hearatown Road lies partially within the municipal boundaries of Tupelo and wholly within the boundaries of Lee County; and

WHEREAS, Pursuant to maintenance easement Tupelo constructed and maintains water and sewer infrastructure on the south half of Hearatown Road where the entire distance of the road lies partially within its municipal limits; and

WHEREAS, the construction of those water and sewer improvements necessitated the need to repair and repave where the entire distance of Hearatown Road lies partially within its municipal limits; and

WHEREAS, Tupelo may maintain a road located outside its municipal boundaries or municipally-owned property, when it determines, consistent with the facts, that public convenience and necessity require such action. (MS AG Op., Gardner, January 10, 1996; MS AG Op. No. 2008-00630, Watkins, December 5, 2008).

WHEREAS, Lee County owns road paving equipment and operators of such equipment, but Tupelo does not; and

WHEREAS, Lee County has properly procured a hot mix material supply bid, but Tupelo has properly procured a hot mix in place term bid; and

WHEREAS, the project can be done at a substantial cost savings by Lee County performing the repair and paving through its road paving equipment and operators, use of Lee County's term hot mix supply bid and reimbursement of the supply costs by the city.

NOW THEREFORE, BE IT RESOLVED BY THE TUPELO CITY COUNCIL as follows:

1. The prefatory matters are incorporated as factual findings herein.
2. Consistent with these facts, it is found that the public convenience and necessity require adoption of a Joint Maintenance Agreement between Tupelo and Lee County for the repair and repaving of Heardtown Road.
3. A copy of the Joint Maintenance Agreement is attached hereto.
4. The mayor is authorized to submit this agreement to Lee County and execute same on behalf of the city, subject to subsequent ratification by this City Council.

The foregoing resolution was proposed in a motion by Council Member

_____, seconded by Council Member _____, and after

discussion, no council member having called for a reading was brought to a vote as follows:

Councilmember Mims	_____
Councilmember Bryan	_____
Councilmember Beard	_____
Councilmember Davis	_____
Councilmember Palmer	_____
Councilmember Gaston	_____
Councilmember Jones	_____

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE