

# BOARD OF SUPERVISORS

# MADISON COUNTY, MISSISSIPPI

Department of Engineering/Road Management  
Dan Gaillet, P.E., County Engineer/ Road Manager

3137 South Liberty Street, Canton, MS 39046  
Office (601) 855-5670 FAX (601) 859-5857

## MEMORANDUM

June 23, 2016

TO: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
David Bishop, Supervisor, District IV  
Paul Griffin, Supervisor, District V

FROM: Dan Gaillet, P.E. *DG*  
County Engineer/Road Manager

RE: Gluckstadt- High Mast Lighting

In April/May, 2011, the County requested that the Mississippi Department of Transportation light the intersection of I-55/Gluckstadt Road. On June 13, 2016, the County met with MDOT to confirm the work has been completed and to transfer assets. By way of the attached letter, the County is now being made responsible for maintenance and the cost of the electrical service.

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SHEILA JONES  
District One

TREY BAXTER  
District Two

GERALD STEEN  
District Three

DAVID BISHOP  
District Four

PAUL GRIFFIN  
District Five

Mark C. McConnell  
Deputy Executive Director/  
Chief Engineer



Lisa M. Hancock  
Deputy Executive Director/  
Administration

Dick Hall  
Central District Commissioner

J. Kevin Magee  
District 3 Engineer

David Foster  
District 5 Engineer

Melinda L. McGrath  
Executive Director

P. O. Box 90 / Newton, MS 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

June 16, 2016

Mr. David Bishop  
President, Madison County Board of Supervisors  
P. O. Box 608  
Canton, Mississippi 39046

RE: I-55 at Gluckstadt-High Mast Lighting  
Project No. NH-0055-02(205) / 103063  
Madison County

Dear Mr. Bishop:

The above project provided for the reconstruction of the I-55/Gluckstadt Road Interchange. In addition to the replacement of the bridge on Gluckstadt Road over I-55, construction included the installation of an interchange lighting system.

The project has been completed and the contractor released from maintenance with the exception of the items associated with the establishment of specified vegetation growth and coverage.

This is our formal request that the County assume and "take-over" complete maintenance for the interchange lighting system as well as the cost of electrical service to light the system. This is in accordance with the Construction and Maintenance of High Mast Lighting System Agreement executed on May 17, 2011, between the Madison County Board of Supervisors and the Mississippi Transportation Commission.

If additional information is required or if I can be of any other assistance, please do not hesitate to contact me.

Sincerely,

BRIAN D. RATLIFF  
DISTRICT ENGINEER

BDR:rw

pc: Mr. Kevin McGee, District 3 Engineer  
Mr. Freddy Stokes, Asst. District Engineer – Construction  
Mr. Roy May, Asst. District Engineer – Maintenance  
Mr. Steve Grantham, Asst. District Maintenance Engineer  
Mrs. Shelia Anderson, District Fiscal Administrator

*Transportation: The Driving Force of a Strong Economy*

Meunda L. McGrath  
Interim Executive Director/  
Chief Engineer

Jackie Duckworth  
Deputy Executive Director/  
Administration



Dick Hall  
Central District Commissioner

J. Kevin Magee  
District 3 Engineer

David Foster  
District 5 Engineer

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P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

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May 23, 2011

COPY

Mr. Tim Johnson  
President, Madison County Board of Supervisors  
Post Office Box 608  
Canton, Mississippi 39046

RE: I-55 at Gluckstadt-High Mast Lighting  
Project No. NH-0055-02(205)/ 103063  
Madison County

Dear Mr. Johnson:

Attached you will find copy of executed agreement by the Mississippi Transportation Commission for high mast lighting on the captioned project.

If you have any questions, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Foster', written over a horizontal line.

DAVID FOSTER, P.E.  
DISTRICT ENGINEER

DF:vv

Attachment

Pc: Commissioner Dick Hall  
Mr. Keith Purvis, Asst. Chief Engineer-Preconstruction  
Project file (via Wallace, Reeves, Cross)



**MISSISSIPPI TRANSPORTATION COMMISSION**  
**AND MADISON COUNTY**  
**AGREEMENT**  
**FOR CONSTRUCTION AND MAINTENANCE OF**  
**HIGH MAST LIGHTING SYSTEM AT THE**  
**I-55 / GLUCKSTADT ROAD INTERCHANGE**

This agreement, hereinafter referred to as "AGREEMENT" made and entered into by the Mississippi Transportation Commission, hereinafter referred to as the "COMMISSION," acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation, and Madison County, Mississippi, hereinafter referred to as the "COUNTY," effective as of the date of the latest execution below.

**WITNESSETH:**

**WHEREAS,** the "COUNTY" desires that the interchange at the intersection of Interstate 55 and Gluckstadt Road be lighted by an Interchange lighting system, and

**WHEREAS,** the "COMMISSION" has determined that it is in the best interest of the traveling public that the said interchange be lighted by an Interchange lighting system, and

**NOW THEREFORE,** for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**I**

The "COMMISSION" will let to contract Project No. NH-0055-02(205) / 103063, Madison County, hereinafter referred to as the "PROJECT," which will include the installation of the Interchange lighting system for said interchange. The lighting system is to be completed and in working order to comprise a fully operational unit to satisfactorily light the said

interchange to acceptable standards. The said cost of installation is to be paid by the "COMMISSION."

## II

The "COUNTY," prior to the COMMISSION's advertisement of the contract described in Paragraph I above, will execute and spread upon the minutes of the Board of Supervisors, the "AGREEMENT," and will furnish a copy of said minutes to the "COMMISSION" for inclusion as an attachment to the "AGREEMENT." Upon completion of the "PROJECT" and upon written notification of completion by the "COMMISSION," the "COUNTY" will accept, assume, and "take-over" for complete maintenance the Interchange lighting system in said interchange, including any and all replacement parts, labor, equipment and maintenance to replace light bulbs, ballasts, fuses and plugs, and the cost of electrical service to light the system and all other incidentals necessary to maintain the system in a safe and satisfactory manner.

## III

The "COMMISSION" does grant to the "COUNTY" an easement to, over and on the right-of-way necessary to reach the location of the Interchange lighting towers and the buried electrical cable to maintain same as required. All traffic control necessary to maintain the lighting system will be provided by the "COUNTY" in accordance with the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

## IV

Either party hereto may terminate this "AGREEMENT" at will, by providing the other party written notification of termination prior to the COMMISSION's advertisement of the

"PROJECT" for construction. Said notification must be provided to the other party at the Notification Addresses appearing below at least thirty (30) days prior to the date of termination. Upon the COMMISSION's advertisement of the PROJECT for construction, this AGREEMENT may be only be terminated by mutual agreement of both parties. The term of this "AGREEMENT" is to begin on the latest date of signing below and to continue until terminated as provided above. Upon termination of this "AGREEMENT, subsequent to the installation and completion of the Interchange lighting system, the lighting system will be removed by the "COMMISSION" and the "COUNTY" will reimburse the "COMMISSION" for the cost of removal. The lighting equipment will remain the property of the "COMMISSION."

V

**NOTIFICATION ADDRESSES:**

Any notice required under this "AGREEMENT" shall be made to the appropriate party at the following addresses:

THE COMMISSION:           Mississippi Department of Transportation  
                                  P.O. Box 90  
                                  Newton, MS 39345

THE COUNTY:                Madison County Board of Supervisors  
                                  P.O. Box 608  
                                  Canton, MS 39046

Both parties hereto represent that they have authority to enter into this "AGREEMENT" and certified copies of the applicable "COUNTY" or "COMMISSION" Orders are attached hereto.

VI

**GENERAL PROVISIONS:**

**AMENDMENT** - This "AGREEMENT" may be amended in writing as mutually agreed upon by the parties in writing.

**SEVERABILITY** - Should any provision of this "AGREEMENT" be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this "AGREEMENT" shall remain in full force and effect.

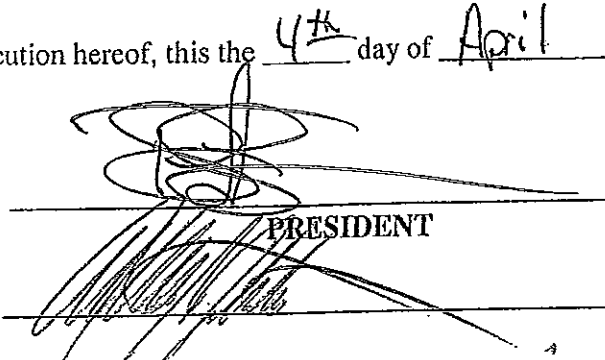
**THIRD PARTY BENEFICIARY** - It is not intended by any of the provisions of this contract to create in the public or any member thereof as a third party beneficiary or to authorize any one not a party to this contract to maintain a suit for personal injury, contractual damage or property damage pursuant to the provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

**LEGAL RESPONSIBILITY** - Unless specifically agreed to elsewhere, the parties hereto agree that the "COMMISSION" has no authority to select, supervise, or compensate any contractor or employee engaged by the "COUNTY" to perform the above described maintenance, and the "COUNTY" takes full responsibility for those functions. No employee, agent, or contractor of the "COUNTY" will, under the provisions of this "AGREEMENT," be entitled to any right or benefit accorded to any contractor, agent, or employee of the "COMMISSION" or the Mississippi Department of Transportation.

IN WITNESS WHEREOF, the "COMMISSION" and the "COUNTY" each binds itself, or its successors, and assigns to the other party of this "AGREEMENT," and to the successors and assigns of each party in respect of all covenants of this "AGREEMENT."

**FOR THE MADISON COUNTY MISSISSIPPI  
BOARD OF SUPERVISORS**

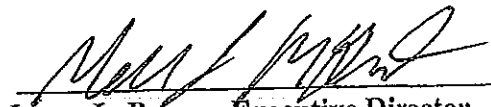
WITNESS this, my signature in execution hereof, this the 4<sup>th</sup> day of April, 2010.

  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_

**ATTEST:  
(AFFIX SEAL)**

**FOR THE MISSISSIPPI TRANSPORTATION  
COMMISSION ACTING BY AND THROUGH  
THE EXECUTIVE DIRECTOR OF THE  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

WITNESS this, my signature in execution hereof, this the 17<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
Larry L. Brown, Executive Director  
Mississippi Department of Transportation  
APPROVED: 5/11/10, 2010.  
BOOK 15 PAGE 1940

Melinda L. McGrath