

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

July 13, 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. 
County Engineer/Road Manager

RE: City of Madison
Request for Payment

On February 24, 2015 (Book 2, Page 277), the County and City of Madison went into an interlocal for paving. There were several stipulations. The bottom line:

- Total work performed by the City - \$704,601.16
- County's share per the agreement - \$568,028.00
- County received letter dated October 22, 2015 asking for \$352,300.58
- The County has made two payments:
 1. \$73,500, requested August 18, 2015 with City receiving payment on September 11, 2015.
 2. \$100,000, requested August 18, 2015 with City receiving payment on September 11, 2015.

This request , for \$352,300.50, is for the third and final request for this Resolution.

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

DAVID BISHOP
District Four

PAUL GRIFFIN
District Five



CITY OF MADISON

Mary Hawkins Butler
Mayor

1004 Madison Avenue · Post Office Box 40 · Madison, Mississippi 39130-0040 · 601-856-7116 · Fax 601856-8786



MAYOR
Mary Hawkins Butler

City Clerk
Susan B. Crandall

BOARD OF ALDERMEN

AT LARGE
Warren Strain

WARD I
Tawanna Tatum

WARD II
Patriola H. Peeler

WARD III
Kenneth B. Jacobs

WARD IV
Steve Hickok

WARD V
Michael Hudgins

WARD VI
Guy Bowering



October 22, 2015

Hand Deliver to:

Mr. John Howland, District Two Supervisor
Mr. Mark Houston, County Administrator
Mr. Ronny Lott, Chancery Clerk
Mr. Karl Banks, President, Board of Supervisors

RE: Interlocal Agreement Between the City of Madison and Madison County
Regarding Street Repair and Resurfacing for District Two

Gentleman,

Please find attached our Invoice(s) in the amount of \$704,601.16 representing road repair work that has been completed in District Two for the following subdivisions:

- Arbor Square ✓
- ✓ Lake Castle ✓
- ✓ Locust Hill ✓
- ✓ Sherbourne ✓
- ✓ Windsor Hills ✓

HIGHLAND RIDGE
PECAN CREEK

Pursuant to the Interlocal Agreement between the County and the City, please remit a reimbursement payment (attention Lisa Winstead) to the City in the amount of \$352,300.58.

Sincerely,

Mary Hawkins Butler, Mayor
City of Madison

CC: John Hedglin
Susan Crandall

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

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OPINIONS
DIVISION

March 6, 2015

John Hedglin, Esquire
Attorney for City of Madison
Post Office Box 40
Madison, Mississippi 39130-0040

Re: Interlocal Agreement Between Madison County and the City of Madison
regarding the Funding of Certain Street Improvements

Dear Mr. Hedglin:

Attorney General Jim Hood received your request to review and approve the above
referenced interlocal agreement (the Agreement).

OFFICIAL OPINION

We have examined the Agreement pursuant to the Interlocal Cooperation Act of 1974
and find it to be in proper form and compatible with state law, and it is hereby approved.

Prior to its being in force, the Agreement must be filed with the Madison County
Chancery Clerk and the Secretary of State.

Sincerely,

JIM HOOD, ATTORNEY GENERAL

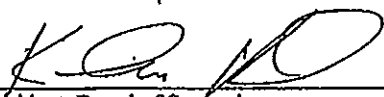
By:

Phil Carter
Special Assistant Attorney General


MADISON COUNTY MS This instrument was filed for
record March 11 2015.
Book 2 Page 275
RONNY LOTT, C. BY: Carter D.C.



Book 2. Page 278

By: 
President, Board of Supervisors

ATTEST:


Clerk, Board of Supervisors

(SEAL)

INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY,
MISSISSIPPI AND THE CITY OF MADISON, MISSISSIPPI REGARDING THE
FUNDING OF CERTAIN STREET IMPROVEMENTS

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Madison, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), and Madison County, Mississippi, a political subdivision of the State of Mississippi (the "County"), pursuant to the Mississippi Interlocal Cooperation Act of 1974, codified at Section 17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS:

WHEREAS, the City and County agree, find and determine as follows:

1. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"City" shall mean the City of Madison, Mississippi.

"County" shall mean Madison County, Mississippi.

"Project" shall mean the rebuilding and overlaying of the streets and roads listed on Appendices "A1", "A2" and "A3" in the City of Madison, to the extent that the funds described herein may allow the work to be done, using construction methods and materials which, in the judgment of the City will produce the best result given the funding available.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The governing authorities of the City and the County desire to enter into a joint effort to make the most efficient use of their powers and enable them to enhance the general welfare of the City and County and the citizens of each through the improvement of streets and related infrastructure.

3. The term of this Agreement shall extend through completion of the project.

4. In order to provide for the infrastructure improvements, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement.

5. The City and the County desire to enter into this Agreement for the purposes of street repair and resurfacing which will enhance the general welfare of the City and the County, and which will inure to the benefit of the citizens of each, as well as to the economic development of the City and the County.

Donny

According to the City
Atty., this is the
Interlocal the City is
referring to. I only find
2 streets on the Inter-
local.

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6. It is necessary for the City and the County to enter into this Agreement in order to enable the City to proceed with the Project with a clear understanding and commitment as to the nature of the County's participation.

7. The City agrees to undertake the work necessary to accomplish the project. For those roads within the City and also lying within County Supervisor Districts One, Two and Three (Districts 1, 2, & 3), the County agrees to reimburse the City for fifty percent (50%) of the costs incurred in the performance of work necessary to accomplish the project, unless otherwise specified, up to a maximum total contribution of Five Hundred Sixty Eight Thousand Twenty Eight Dollars (\$568,028.00). The specific levels of contribution and the conditions for reimbursement per Supervisor District per street is shown on Attachments "A1", "A2" and "A3".

8. It is in the best interests of the citizens of the City that the City enters into and executes the Agreement.

9. It is in the best interests of the citizens of the County that the County enters into and executes the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, THE CITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Section 3 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and the County with regard to the financing and completion of the Project, as defined above.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City is authorized by Miss. Code Section 21-37-3 and County is authorized by Miss. Code Section 19-3-41 to exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4. Financing, Staffing and Supplying. The Project will be undertaken and financed by the City, and upon completion, the City will thereafter assume responsibility for maintenance and upkeep of the Project Streets. The County will reimburse the City for work done during the course of the Project on a monthly basis, not later than thirty days after delivery by the City of documentation of costs incurred. The County will reimburse the City for fifty percent (50%) of the costs incurred in the performance of work for those roads as specified in Attachments "A1", "A2" and "A3", unless otherwise noted herein, which are situated within County Supervisor Districts One, Two and Three (Districts 1, 2 & 3), up to a maximum contribution of Five Hundred Sixty Eight Thousand Twenty Eight Dollars (\$568,028.00). The City agrees that this sum constitutes the entire amount expected by the City for the improvement of roads situated in District One, Two and Three (Districts 1, 2 & 3), which are listed in Attachments "A1", "A2" and "A3".

More specifically, from among the roads listed on Attachment "A1" situated within District One, the City shall be responsible for selecting the roads deemed necessary for improvement with the

understanding that City will receive no more than One Hundred Thousand Dollars (\$100,000.00) in the form of reimbursement from the County for the improvement of such roads to be selected by the City. For those roads within District Three (District 3), the County will provide reimbursement to City of no more than Seventy Three Thousand Five Hundred Dollars (\$73,500.00). This sum is intended to represent the entire cost of improving said road as listed on Attachment "A3". The City will perform the work primarily through the use of contractors, with some possible incidental work being performed by City personnel and equipment.

SECTION 5. Operation of Agreement and the Infrastructure Improvements. Upon completion of the Project, responsibility for maintenance and upkeep will be the responsibility of the City.

SECTION 6. Termination; Disposition of Property. This Agreement will terminate on August 1, 2015 or when the work is completed, whichever comes first. At the termination of the Agreement any property owned by the City and County, respectively, shall remain their property. The finished Project shall be dedicated to the City. Due to the nature of the agreement, there will be no surplus funds or property to be disposed of when the project is complete.

SECTION 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act.

SECTION 8. Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters. The City has acquired or will acquire all property needed for the Project.

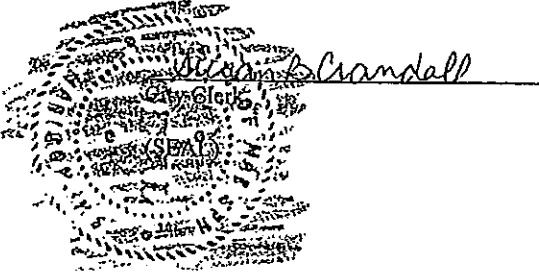
SECTION 9. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and the County and by the Mississippi Attorney General. The initial term of this Agreement shall commence on the effective date hereof and extend through completion of the Project.

WITNESS the signatures of the duly authorized officers of the City and the County as of the 24th day of February, 2015.

CITY OF MADISON, MISSISSIPPI

By: Mary Hunter Bisher
Mayor

ATTEST:



MADISON COUNTY, MISSISSIPPI

\$100,000

Street or Road	Expected Projected Cost	Agreed Share
Greenfield Way	\$31,000.00	\$15,500.00
Clark Farms Rd	\$52,000.00	\$41,000.00
Spring Hill Drive	\$127,000.00	\$63,500.00
Winson Cove	\$5,500.00	\$2,750.00
Hedgecote Cove	\$7,000.00	\$3,500.00
Shannon Green	\$7,000.00	\$3,500.00
Spring Grove	\$28,000.00	\$13,000.00
Stallion Run	\$9,000.00	\$4,500.00
TOTAL	\$294,500.00	\$100,000.00

HIGHLAND
RIDGE
DISTRICT
1

\$100,000

*This amount represents the entire sum to be reimbursed by county to city for the improvement of those roads selected by city as listed on the hereinabove Attachment "A1"

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Street or Road	Expected Projected Cps	Agreed Share
Pecan Hill Drive	\$17,000.00	\$8,600.00
Pecan Creek Drive	\$35,800.00	\$17,900.00
Willow Court	\$8,000.00	\$4,000.00
Cedar Court	\$8,000.00	\$4,000.00
Maplewood Drive	\$18,000.00	\$9,000.00
Cherry Hill Court	\$3,600.00	\$1,800.00
Pine Ridge Drive	\$28,000.00	\$14,000.00
Summer Hill Road	\$84,800.00	\$32,400.00
Clearwood Cove	\$18,000.00	\$9,000.00
RaMill Drive	\$26,400.00	\$13,200.00
East Hill Drive	\$51,600.00	\$25,800.00
Slazy Cove	\$7,200.00	\$3,600.00
Pondside Lane	\$7,880.00	\$3,940.00
Windsor Hills Drive	\$48,000.00	\$24,000.00
Saxony Court	\$9,600.00	\$4,800.00
Brittany Way	\$33,600.00	\$16,800.00
Essex Court	\$4,800.00	\$2,400.00
Windsor Cove	\$8,400.00	\$4,200.00
Felifax Court	\$14,880.00	\$7,440.00
North Castle Dr. (turn-around)	\$1,700.00	\$850.00
North Castle Drive	\$80,760.00	\$40,376.00
Brown's Lane	\$5,526.00	\$2,763.00
Lakeview Drive	\$32,300.00	\$16,150.00

PECAN CREEK DIST 2

LOCUST HILL DIST 2

ARBOR SQUARE DIST 2

WINDSOR HILLS DIST 2

LAKE CASTLE

LAKE CASTLE

LAKE CASTLE

LAKE CASTLE

DISTRICT 2

Street or Road	Expected Projected Cost	Agreed Share
Berry Lane LAKE CASTLE	\$13,770.00	\$8,885.00
Castle Circle LAKE CASTLE	\$41,050.00	\$20,825.00
Hawkridge Drive/Hawkridge Place	\$45,700.00	\$22,850.00
Highleadon Drive	\$49,800.00	\$24,850.00
Sherbourne Drive/Sherbourne Cove	\$49,700.00	\$24,850.00
Ableton Court	\$8,000.00	\$3,000.00
Darrowsby Place	\$8,700.00	\$4,350.00
✓ Adderbury Place	\$8,000.00	\$3,000.00
Summerford	\$5,800.00	\$2,800.00
Highleadon Court	\$22,000.00	\$11,000.00
Highleadon Cove	\$7,000.00	\$3,500.00
TOTAL	\$769,058.00	\$394,528.00

LAKE CASTLE
 SHERBOURNE
 DIST
 2

