

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

March 28, 2017

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 and Road Manager

Re: City of Madison
Request for Reimbursement
Traceland North and Countryside Plantation

The City of Madison has requested reimbursement for Traceland North and Countryside Plantation Subdivisions, per the Interlocal Agreement (amended) between Madison County and the City of Madison dated September 6, 2016.

The original, estimated paving costs to the County was \$370,000. Per the attached invoices, fifty percent of Traceland North is \$171,317.50 and fifty percent for Countryside Plantation is \$67,365.25, for a total reimbursement of \$238,682.75.

Therefore, it is recommended that the Board authorize reimbursement to the City of Madison.



CITY OF MADISON

Chad A. Wages, P.E., Director
Glen Ivey, Assistant Director

Public Works Department

1239 Highway 51

Madison, Mississippi 39110-9092

(601) 856-8958

Fax (601) 856-8996

publicworks@madisonthecity.com



MAYOR

Mary Hawkins Butler

City Clerk

Susan B. Crandall

BOARD OF ALDERMEN

AT LARGE

Warren Strain

WARD I

Tawanna Tatum

WARD II

Patricia H. Peeler

WARD III

Kenneth B. Jacobs

WARD IV

Steve Hickok

WARD V

Michael Hudgins

WARD VI

Guy Bowering



March 10, 2017

Attn: Dan Gaillet, P.E.

Madison County Engineer/Road Manager

Re: City County MOU for Paving dated September 6, 2016

Mr. Gaillet

Please find attached copies of the invoices from ADCAMP Inc. for the paving of Traceland North Subdivision and Countryside Plantation Subdivision.

The work has been completed.

The total cost for the work is \$ 477,365.50, the County share is 50% (\$238,682.75)

Please submit for approval and payment to the City of Madison.

Thank you for your assistance with these projects.

Sincerely,

Chad A. Wages, P.E.
Public Works Director
Madison The City



Adcamp, Inc.

P. O. Box 54246
 Jackson, MS 39288
 Plant: 1353 Flowood Dr.
 Flowood, MS 39232
 P: 601-939-4493
 F: 601-939-4676

INVOICE

Invoice Number : 36373
 Invoice Date : 02/07/2017
 Customer Number : MAD001
 Job Number : 0217AS
 Due Date : 02/28/2017

CITY OF MADISON
 ACCOUNTS PAYABLE
 P. O. BOX 40
 MADISON, MS 39110

FEBRUARY 2017 - ASPHALT

| DATE | DESCRIPTION | QTY | U/M | RATE | AMOUNT |
|------------|------------------------|----------|------|---------|-----------|
| | P. O. #17-2462 | | | | |
| | TRACELAND NORTH | | | | |
| | MADISON, MISSISSIPPI | | | | |
| | ASPHALT MILLING: | | | | |
| 01/09/2017 | HOLLEY HEDGE DRIVE | 1,942.00 | SY | 1.5000 | 2,913.00 |
| 01/09/2017 | TWIN OAK DRIVE | 4,033.00 | SY | 1.5000 | 6,049.50 |
| 01/09/2017 | TRACELAND STREET | 1,820.00 | SY | 1.5000 | 2,730.00 |
| 01/09/2017 | CEDAR BLUFF | 1,672.00 | SY | 1.5000 | 2,508.00 |
| 01/09/2017 | GREENLEAF DRIVE | 1,653.00 | SY | 1.5000 | 2,479.50 |
| 01/09/2017 | TRACELAND DRIVE | 3,852.00 | SY | 1.5000 | 5,778.00 |
| 01/09/2017 | COLONIAL DRIVE | 1,686.00 | SY | 1.5000 | 2,529.00 |
| 01/09/2017 | HERITAGE DRIVE | 3,123.00 | SY | 1.5000 | 4,684.50 |
| 01/09/2017 | LONGWOOD TRAIL | 3,235.00 | SY | 1.5000 | 4,852.50 |
| 01/09/2017 | CYPRUS DRIVE | 3,040.00 | SY | 1.5000 | 4,560.00 |
| 01/09/2017 | CHURCH STREET | 1,085.00 | SY | 1.5000 | 1,627.50 |
| 01/10/2017 | ASPHALT SURFACE COURSE | 563.41 | TONS | 76.6000 | 43,157.21 |
| 01/11/2017 | ASPHALT SURFACE COURSE | 395.09 | TONS | 76.6000 | 30,263.89 |
| | CONTINUED | | | | |



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 Jackson, MS 39288
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CITY OF MADISON
 ACCOUNTS PAYABLE
 P. O. BOX 40
 MADISON, MS 39110

FEBRUARY 2017 - ASPHALT

| DATE | DESCRIPTION | QTY | U/M | RATE | AMOUNT |
|------------|------------------------|--------|------|--------------------------------------|------------|
| 01/12/2017 | ASPHALT SURFACE COURSE | 623.38 | TONS | 76.6000 | 47,750.91 |
| 01/13/2017 | ASPHALT SURFACE COURSE | 620.78 | TONS | 76.6000 | 47,551.75 |
| 01/16/2017 | ASPHALT SURFACE COURSE | 651.28 | TONS | 76.6000 | 49,888.05 |
| 01/17/2017 | ASPHALT SURFACE COURSE | 499.06 | TONS | 76.6000 | 38,228.00 |
| 01/18/2017 | ASPHALT SURFACE COURSE | 272.52 | TONS | 76.6000 | 20,875.03 |
| 02/01/2017 | ASPHALT SURFACE COURSE | 316.04 | TONS | 76.6000 | 24,208.66 |
| | MPC # (APPLIED FOR) | | | | |
| | (ADCAMP, INC.) | | | | |
| | GROSS BILLINGS : | | | | 342,635.00 |
| | NET BILLINGS : | | | | 342,635.00 |
| | | | | Madison County 50% = \$171,317.50 | |



Adcamp, Inc.

P. O. Box 54246
 Jackson, MS 39288
 Plant: 1353 Flowood Dr.
 Flowood, MS 39232
 P: 601-939-4493
 F: 601-939-4676

Invoice Number : 36266
 Invoice Date : 12/09/2016
 Customer Number : MAD001
 Job Number : 1216AS
 Due Date : 12/20/2016

INVOICE

CITY OF MADISON
 ACCOUNTS PAYABLE
 P. O. BOX 40
 MADISON, MS 39110

DECEMBER 2016 - ASPHALT

| DATE | DESCRIPTION | QTY | U/M | RATE | AMOUNT |
|------------|--------------------------------|----------|------|-------------------------------------|------------|
| | P. O. #17-1674 | | | | |
| | COUNTRYSIDE PLANTATION | | | | |
| | ASPHALT MILLING: | | | | |
| 12/01/2016 | TRAVIS TRAILS | 1,216.00 | SY | 1.0000 | 1,216.00 |
| 12/01/2016 | JORDAN RIDGE PLACE | 2,170.00 | SY | 1.0000 | 2,170.00 |
| 12/01/2016 | ASHLEY TERRACE PLACE | 1,103.00 | SY | 1.0000 | 1,103.00 |
| 12/01/2016 | HARRIETTE HOLLOW | 1,436.00 | SY | 1.0000 | 1,436.00 |
| 12/01/2016 | WARREN PLACE | 2,516.00 | SY | 1.0000 | 2,516.00 |
| 12/02/2016 | ASPHALT SURFACE COURSE OVERLAY | 833.80 | TONS | 75.0000 | 62,535.00 |
| 12/07/2016 | ASPHALT SURFACE COURSE OVERLAY | 576.62 | TONS | 75.0000 | 43,246.50 |
| 12/08/2016 | ASPHALT SURFACE COURSE OVERLAY | 273.44 | TONS | 75.0000 | 20,508.00 |
| | MPC # MP-31033534 | | | | |
| | (ADCAMP, INC.) | | | | |
| | GROSS BILLINGS : | | | | 134,730.50 |
| | NET BILLINGS : | | | | 134,730.50 |
| | | | | Madison County 50% = \$67,365.25 | |

FILED
CITY OF
MADISON
PARISH
(2016)

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

October 7, 2016

John Hedglin, Esq.
Attorney, City of Madison
Post Office Box 40
Madison, Mississippi 39130-0040

Re: Interlocal Cooperation Agreement between the City of Madison and
Madison County

Dear Mr. Hedglin:

OFFICIAL OPINION

Attorney General Jim Hood has received your request to review and approve the above-referenced Interlocal Agreement and has referred it to me for research and reply. As required by Miss. Code Ann. Section 17-13-11(1972), all interlocal agreements must be approved by the Attorney General before they may go into effect. This agreement involves the funding of certain street improvements between the City of Madison and Madison County.

We have examined the agreement pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. Sections 17-13-1 *et seq.* (1972) and find that the agreement is in proper form and compatible with the laws of the State of Mississippi and is hereby approved. We should note that the agreement must have been approved by resolution on the minutes of the governing authorities who are parties to the agreement. With respect to the effect of the agreement on successor boards as it relates to the duration of the agreement, this office has consistently opined that contracts or agreements extending beyond the term of the current governing body are voidable by the succeeding board.

Prior to becoming effective, the agreement must, in addition to receiving the approval of this office, be filed with the chancery clerk of each county in which any party to the agreement is located and with the Secretary of State. Please note that any amendments to the agreement must also be approved by this office.

John Hedglin, Esq.
October 7, 2016
Page two

If our office may be of further assistance, please advise.

Sincerely,



Leigh Triche Janous
Special Assistant Attorney General

Enclosure

OFFICIAL OPINION

INTERLOCAL COOPERATION AGREEMENT BETWEEN
MADISON COUNTY, MISSISSIPPI AND THE CITY OF MADISON, MISSISSIPPI REGARDING
FUNDING OF CERTAIN STREET IMPROVEMENTS IN TRACELAND NORTH AND
COUNTRYSIDE PLANTATION SUBDIVISIONS

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Madison, Mississippi, a municipal cooperation 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 works 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 overlay of the streets and roads listed on Appendices A and B 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 the 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 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 the citizens of each, and, consequently, the economic development of the City and the County.

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 complete the Project as to those streets and roads identified in Appendix A. The County agrees to reimburse the City for fifty percent (50%) of the costs incurred in the performance of work necessary to accomplish this portion of the Project, up to a maximum contribution of Three Hundred Seventy Thousand Dollars Zero Cents (\$370,000.00) by the County.

8. The County agrees to assume the work necessary to undertake the Project as to those streets and roads identified in Appendix B and to perform the work primarily through the use of County personnel and equipment. The City agrees to reimburse the County for fifty percent (50%) of the material costs necessary to accomplish this portion of the Project, up to a maximum contribution of Seventy Thousand Dollars Zero Cents (\$70,000.00) by the City.

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

10. 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 6 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 and 65-7-85 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 rebuilding and overlay of the streets and roads listed in Appendix A 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 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 necessary to accomplish the Project as to those streets and roads identified in Appendix A, up to the maximum contribution of Three Hundred Seventy Thousand Dollars Zero Cents (\$370,000.00) by the County. The City will perform the work primarily through the use of contractors with some possible incidental work being performed by City personnel and equipment. The County agrees to assume the work necessary to undertake the Project as to those streets and roads identified in Appendix B and to perform the work primarily through the use of County personnel and equipment. The City agrees to reimburse the County for fifty percent (50%) of the material costs necessary to accomplish this portion of the Project, up to a maximum contribution of

Seventy Thousand Dollars Zero Cents (\$70,000.00) by the City. The City will reimburse the County not later thirty days after delivery by the County of documentation of material costs incurred.

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 December 31, 2016, 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 the 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 6 day of September, 2016.

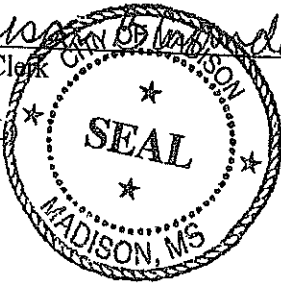
CITY OF MADISON, MISSISSIPPI

By: Mary Elizabeth Beaman
Mayor

ATTEST:

Susan B. Randall
City Clerk

(SEAL)



MADISON COUNTY, MISSISSIPPI

By: [Signature]

President, Board of Supervisors

ATTEST:

Ronny Galt
Clerk, Board of Supervisors



APPENDIX A

| Street or Roadway | Expected Project Cost | County's Agreed Share |
|---|-----------------------|-----------------------|
| All Streets in Countryside Plantation Subdivision | \$190,000.00 | \$95,000.00 |
| All Streets in Traceland North Subdivision | \$550,000.00 | \$275,000.00 |
| | Total | \$370,000.00 |

DIST 2
DIST 3

APPENDIX B

| Street or Roadway | Expected Project Material Cost | County's Agreed Share |
|-------------------|--------------------------------|-----------------------|
| Lewis Lane | \$65,000.00 | \$32,500.00 |
| Bennett Road | \$35,000.00 | \$17,500.00 |
| North Pine Drive | \$40,000.00 | \$20,000.00 |
| | Total | \$70,000.00 |

the matter carried unanimously and each item was and is hereby approved, adopted and authorized as described herein above.

SO ORDERED this the 19th day of December, 2016.

In re: Appointment to the Southwest Madison County Fire Protection District Board

Mr. Steen did offer and Mr. Bishop did second a motion to appoint Mr. Jim Martin to the Southwest Madison County Fire Protection District Board to fill the vacancy of Mr. Randall Crowder expiring December, 2021. The vote on the matter being as follows:

| | |
|----------------------------|-----|
| Supervisor Sheila Jones | Aye |
| Supervisor Trey Baxter | Aye |
| Supervisor Gerald Steen | Aye |
| Supervisor David E. Bishop | Aye |
| Supervisor Paul Griffin | Aye |

the matter carried unanimously and Mr. Martin was and is hereby appointed.

SO ORDERED this the 19th day of December, 2016.

***In re: Consideration to Amend Interlocal Agreement -
City of Madison***

Mr. Steen did offer and Ms. Jones did second a motion to amend that certain Interlocal Agreement with the City of Madison dated May 16, 2016 to extend the deadline from December 31, 2016 to January 31, 2017 for paving all streets in Traceland North. The vote on the matter being as follows:

| | |
|----------------------------|-----|
| Supervisor Sheila Jones | Aye |
| Supervisor Trey Baxter | Aye |
| Supervisor Gerald Steen | Aye |
| Supervisor David E. Bishop | Aye |
| Supervisor Paul Griffin | Aye |

the matter carried unanimously and said amendment was and is hereby approved.

SO ORDERED this the 19th day of December, 2016.

In re: Discussion of Reunion Interchange

Following discussion, and hearing remarks from Mr. Keith O'Keefe, Mr. Steen did offer and Mr. Bishop did second a motion to make the Reunion Parkway Interchange as Madison County's top priority project for long range capital project funding. Prior to call of the motion, Ms. Jones did offer a substitute motion and Mr. Baxter did second said motion to add Gluckstadt Road, Yandell Road and Reunion Phase 2 as additional projects to be submitted to Mississippi Department of Transportation. The vote on the matter being as follows:

| | |
|----------------------------|-----|
| Supervisor Sheila Jones | Aye |
| Supervisor Trey Baxter | Aye |
| Supervisor Gerald Steen | No |
| Supervisor David E. Bishop | No |
| Supervisor Paul Griffin | No |