

Department of Engineering  
Dan Gaillet, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046  
Office (601) 790-2525 FAX (601) 859-3430

**MEMORANDUM**

May 2, 2018

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

Re: City of Madison  
Request for Reimbursement  
Hunter's Point Subdivision

Per the Interlocal Agreement between Madison County and the City of Madison which received approval from the Attorney General on June 21, 2017, the City of Madison has requested reimbursement for Hunter's Point Subdivision.

The Engineering Department has verified that paving has been completed. Therefore, it is recommended that the Board authorize reimbursement to the City of Madison in the amount of \$175,000.00, per the agreement.



# CITY OF MADISON

Joe Welch, Director  
Selena J. Sutterfield, Assistant  
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

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December 19, 2017

Attn: Dan Gaillet, P.E.  
Madison County Engineer/Road Manager

Re: City County MOU for Street Rebuilding and Overlay of Hunter's  
Pointe Subdivision

Mr. Gaillet,

Please find attached copies of the invoices for the rebuilding and overlay of  
the streets and roads of Hunter's Pointe Subdivision.

The work has been completed.

The total cost for the work is \$ 779,059.99.  
The County share is 50% or \$ 389,530.00.

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

Thank you for your assistance with this project.

Sincerely,

Mary Hawkins Butler, Mayor  
City of Madison

cc: Dale Danks  
Susan Crandall  
Joe Welch

INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY,  
MISSISSIPPI AND THE CITY OF MADISON, MISSISSIPPI REGARDING THE  
FUNDING OF CERTAIN STREET IMPROVEMENTS (2017 PROGRAM)

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 overlay of the streets and roads listed on Appendix A 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 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 undertake the project. 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, up to a maximum contribution of three hundred and seventy five thousand dollars and no cents (\$375,000.00) by the County.

8. It is in the best interests of the citizens of the City that the City enter into and execute the Agreement.

9. It is in the best interests of the citizens of the County that the County enter into and execute 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 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 necessary to accomplish the Project, up to a maximum contribution of three hundred and seventy five thousand dollars and no cents (\$375,000.00) 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 City will complete work on the project not later than August 1, 2017, with a final invoice to the County submitted not later than August 31, 2017, and payment made as set forth above. Any portion of the project not completed within this time frame will not be eligible for reimbursement of the County share of the project, but the County will be responsible for reimbursement of portions of the project completed within the time frame established herein.

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**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 October 1, 2017, or when the work is completed and payment made, 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 1<sup>st</sup> day of May, 2017.

CITY OF MADISON, MISSISSIPPI

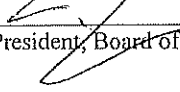
By: Mary Hank Bude  
Mayor

ATTEST:


Susan Brandall  
City Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By:   
\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Clerk, Board of Supervisors



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EXHIBIT A

Street Name/Description	Cost Share	
	City	County
Hunters Point Subdivision	\$175,000.00	\$175,000.00
Cobblestone Subdivision	\$200,000.00	\$200,000.00
Totals	\$375,000.00	\$375,000.00

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JIM HOOD  
ATTORNEY GENERAL

OPINIONS  
DIVISION

June 21, 2017

John Hedglin  
City Attorney  
City of Madison  
Post Office Box 40  
Madison, MS 39130

Re: Interlocal Cooperation Agreement between Madison County, Mississippi and the City of Madison, Mississippi regarding the funding of certain street improvements (2017 program)

Dear Mr. Hedglin:

Attorney General Jim Hood has received your request to review and approve the above-referenced interlocal agreement between Madison County, Mississippi and the City of Madison, Mississippi regarding the funding of certain street improvements. As required by Miss. Code Ann. Section 17-13-11, all interlocal agreements must be approved by the Attorney General before they may go into effect.

We have examined the agreement pursuant to the Interlocal Cooperation Act of 1974 and find that it is in proper form and compatible with state law, and it is hereby approved. Prior to becoming effective, the agreement must be filed with the Madison County Chancery Clerk and with the Secretary of State.

Please contact us if we may be of further assistance.

Sincerely,

Elizabeth S. Bolin  
Special Assistant Attorney General

Enclosure

MADISON COUNTY MS This instrument was  
filed for record *June 21* 2017.

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RONNY LOTT, C. C.

BY: *Charles* D.C.

