

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 30, 2019

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  
Cross Creek Subdivision

Per the Interlocal Agreement between Madison County and the City of Madison which received approval from the Attorney General on February 2, 2018, the City of Madison has requested reimbursement for Oak Park Drive and the Entrance off Highway 51 in Cross Creek.

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 \$64,867.56, per the agreement.

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SHEILA JONES  
District One

TREY BAXTER  
District Two

GERALD STEEN  
District Three

DAVID BISHOP  
District Four

PAUL GRIFFIN  
District Five



# CITY OF MADISON

Jim Marler, 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



May 7, 2019

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

Re: City County MOU for Street Rebuilding and Overlay of Cross Creek  
Subdivision, Oak Park Drive, Highway 51 (north) Entrance

Mr. Gaillet,

Please find attached copies of the invoices for the rebuilding and overlay of the streets and roads of Cross Creek Subdivision, Oak Park Drive, Highway 51 (north) Entrance.

The work has been completed.

The total cost for the work is \$ 132,875.10.  
The County share is 50% or \$ 66,437.55.

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  
Jim Marler

City Of Madison  
 Public Works  
 Project: Cross Creek Subdivision Road Work & Overlay  
 Oak Park Drive & Highway 51 (north) Entrance  
 As of April 30, 2019

PO #	Inv Date	Vendor	Inv #	Amount
25668	3/31/2019	Adcamp Inc	38537	29,847.55
25676	3/31/2019	Adcamp Inc	38538	66,375.55
25700	3/6/2019	A-1 Concrete Services Inc	901	9,800.00
25739	4/10/2019	Bulldog Construction Co Inc	4964	<u>26,852.00</u>
				<u>\$ 132,875.10</u>

**50% Split**

City of Madison	50%	\$ 66,437.55
Madison County	50%	<u>66,437.55</u>
TOTAL		<u>\$ 132,875.10</u>



**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**

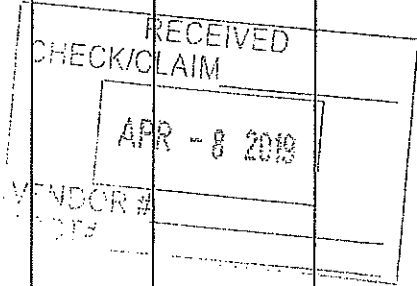
Invoice Number : 38537  
 Invoice Date : 03/31/2019  
 Customer Number : MAD001  
 Job Number : 0319AS  
 Due Date : 04/20/2019

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

*PW*

MARCH 2019 - ASPHALT

DATE	DESCRIPTION	QTY	U/M	RATE	AMOUNT
	P. O. 25668 CROSS CREEK SUBDIVISION HWY 51 MADISON, MISSISSIPPI *****CROSS CREEK ENTRANCE*****				
03/28/2019	ASPHALT MILLING	2,602.00	SY	2.2500	5,854.50
	*****CROSS CREEK DRIVE*****				
03/29/2019	ASPHALT BASE REPAIR	60.06	TONS	90.0000	5,405.40
04/01/2019	ASPHALT SURFACE COURSE OVERLAY	208.85	TONS	89.0000	18,587.65
	MPC # APPLIED FOR (ADCAMP, INC.)				
	GROSS BILLINGS :				29,847.55
	NET BILLINGS :				29,847.55





**Adcamp, Inc.**

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

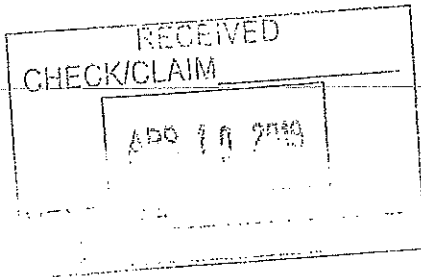
**INVOICE**

Invoice Number : 38538  
 Invoice Date : 03/31/2019  
 Customer Number : MAD001  
 Job Number : 0319AS  
 Due Date : 04/20/2019

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

MARCH 2019 - ASPHALT

DATE	DESCRIPTION	QTY	U/M	RATE	AMOUNT
	P. O. 25676				
	CROSS CREEK SUBDIVISION				
	OAK PARK DRIVE				
	MADISON, MISSISSIPPI				
03/28/2019	ASPHALT MILLING	3,979.00	SY	2.2500	8,952.75
03/29/2019	ASPHALT SURFACE COURSE OVERLAY	645.20	TONS	89.0000	57,422.80
	MPC # APPLIED FOR (ADCAMP, INC.)				
	GROSS BILLINGS :				66,375.55
	NET BILLINGS :				66,375.55



# A1 Concrete Services, Inc.

188 Maple St.  
 Florence, MS 39073-9720

# Invoice

Date	Invoice #
3/6/2019	901

Bill To
City of Madison 1239 Highway 51 North Madison, MS 39110-9092

P.O. No.	MPC #	Project
25700		Cross Creek

Item	Description	Qty	Rate	Amount
LF	Linear Feet of Concrete Curb & Gutter Tear Out & Replace Labor & Materials	245	40.00	9,800.00

601-540-1324 LEE BELL mobile  
 601-573-4178 ADAM RUSSELL mobile

**Total** \$9,800.00

**Payments/Credits** \$0.00

**Balance Due** \$9,800.00

Fax #	E-mail
601-824-7905	a1concrete11@gmail.com



# Invoice

Date	Invoice #
4/10/2019	4964

<b>Bill To</b>
City of Madison Attn: Accounts Payable P. O. Box 40 Madison, MS 39130-0040

Project	MPC#	Other Job ID#	PO#
Oak Park/Cross Creek	MP-31071593	na	25739
Description	Quantity	Rate	Amount
Curb & Gutter - 624/lf @ \$38		23,712.00	23,712.00
Flatwork - 104/sf @ \$10		1,040.00	1,040.00
Misc. Concrete @ 1.75/cf @ \$1200		2,100.00	2,100.00
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>RECEIVED CHECK/CLAIM</p> <p>APR 12 2019</p> <p>VENDOR # _____</p> <p>ACCT# _____</p> </div>			
		<b>Total</b>	\$26,852.00

AG dated 2/2/2018

Appendix A

Street Name/Description	Cost Share	
	City	County
North Ridge Subdivision	\$273,601.25	\$273,601.25
Cypress Lake Subdivision		
Beaumont Drive	\$17,135.00	\$17,135.00
Danforth Drive	\$30,877.50	\$30,877.50
Derby Cove	\$2,242.50	\$2,242.50
Farewell Boulevard	\$2,817.50	\$2,817.50
Hazleton Drive	\$53,130.00	\$53,130.00
Helena Drive	\$6,957.50	\$6,957.50
Leeds Court	\$1,667.50	\$1,667.50
Newton Court	\$7,417.50	\$7,417.50
Owen Court	\$1,380.00	\$1,380.00
Turin Boulevard	\$7,528.00	\$7,528.00
Cross Creek Subdivision		
Oak Park Drive	\$46,500.00	\$46,500.00
Highway 51 Entrance	\$14,000.00	\$14,000.00
Northbay Subdivision		
Northbay Drive	\$150,000.00	\$150,000.00
Reserve Subdivision		
Hickory Glen	\$15,000.00	\$15,000.00
Reserve Crossing	\$60,000.00	\$60,000.00
Calumet Subdivision		
Calumet Drive	\$17,000.00	\$17,000.00
<b>TOTAL</b>	<b>\$707,254.25</b>	<b>\$707,254.25</b>



STATE OF MISSISSIPPI



JIM HOOD  
ATTORNEY GENERAL

OPINIONS  
DIVISION

February 2, 2018

Katie Bryant Snell, Esq.  
Attorney, Madison County  
Post Office Box 3007  
Madison, Mississippi 39130-3007

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

Dear Ms. Snell:

**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 street improvements between Madison County and the City of Madison.

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. 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.

Katie Bryant Snell, Esq.  
February 2, 2018  
Page two

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

Sincerely,

A handwritten signature in cursive script that reads "Leigh Triche Janous".

Leigh Triche Janous  
Special Assistant Attorney General

Enclosures

OFFICIAL OPINION

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

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 seven hundred and seven thousand two hundred and fifty four dollars and twenty five cents (\$707,254.25) 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 seven hundred and seven thousand two hundred and fifty four dollars and twenty five cents (\$707,254.25) by the County. Any additional costs incurred will be the responsibility of the City and will not be reimbursed 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 December 31, 2018, with a final invoice to the County submitted not later than March 1, 2019, 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.

**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 March 1, 2019, 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 5th day of December, 2017.

CITY OF MADISON, MISSISSIPPI

By: Mary Hannah Borden  
Mayor

ATTEST:

Susan Brandall  
City Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By: [Signature]  
President, Board of Supervisors

ATTEST:

[Signature]  
Clerk, Board of Supervisors  
By: [Signature]

