

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
Northbay Subdivision

Per the Interlocal Agreement between Madison County and the City of Madison which received approval from the Attorney General on March 6, 2019, the City of Madison has requested reimbursement for Northbay 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 \$698,309.73, per the agreement.



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 Northbay Subdivision

Mr. Gaillet,

Please find attached copies of the invoices for the rebuilding and overlay of the streets and roads of Northbay Subdivision.

The work has been completed.

The total cost for the work is \$ 757,602.14.
The County share is 100% or \$ 757,602.14.

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: Northbay Subdivision Road Work & Overlay
As of April 30, 2019

PO #	Inv Date	Vendor	Inv #	Amount
30816	12/13/2018	Bulldog Construction Co Inc	4927	\$ 115,036.00
25489	1/17/2019	APAC - Mississippi Inc	713580-07	654,353.73
		Less Pearl River Valley Water Supply		<u>(11,787.59)</u>
				<u>\$ 757,602.14</u>
 100% County				
		City of Madison	0%	\$ -
		Madison County	100%	<u>757,602.14</u>
		TOTAL		<u><u>\$ 757,602.14</u></u>

Bulldog Construction Co., Inc.
 PO Box 1936
 Madison, MS 39130

INVOICE

Date	Document #
12/13/18	4927

100%

Sold To:
 City of Madison
 Attn: Accounts Payable
 P.O. Box 40
 Madison, MS 39130-0040

Ship To:
 Madison Northbay Subdivision
 City of Madison
 PO # 30816
 Job # 18151

Buyer	Shipped	Terms	Sales Rep	Your Order Number	Ship Via	FOB
	12/13/2018		Bulldog			

QUANTITY	ITEM	U/M	DESCRIPTION	UNIT PRICE	TOTAL
1	curb		Remove & Replace curb & gutter 1188 LF @ \$37/LF	43,956.00	\$43,956.00
1	concrete		Finished Concrete Flatwork 58.25cy \$ 600/cy	34,950.00	\$34,950.00 X
1	concrete		Flatwork Removed 3613 sl @ \$10/sf	36,130.00	\$36,130.00 X
				Sub-total:	\$115,036.00
				Sales tax: 0.000 %	0.00
				Total:	\$115,036.00

RECEIVED
 CHECK/CLAIM
 DEC 18 2018
 VENDOR #
 PO #

APAC - MISSISSIPPI, INC.

P. O. BOX 24508
 JACKSON, MS 39225-4508
 (601) 376-4000

100%

WORK PERFORMED BY APAC, MS INC.

COLUMBUS, MS	JACKSON, MS
MERIDIAN, MS	VICKSBURG, MS
CORINTH, MS	GREENVILLE, MS
TUPELO, MS	COLUMBIA, MS
CRUMP, TN	YAZOO CITY, MS

City of Madison
 Attn: Judd Wilson
 P.O. Box 40
 Madison, MS 39110

REMIT TO P. O. BOX 24508, JACKSON, MS 39225

INTEREST AT THE HIGHEST LEGAL RATE ALLOWABLE OR 1.5% PER MONTH, WHICHEVER IS LESS SHALL BE CHARGED AFTER DUE DATE.

THE GOODS AND SERVICES COVERED BY THE INVOICE WERE PRODUCED AND RENDERED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

DATE	BRANCH	CUSTOMER	JOB	TERMS	INVOICE NO.
01/17/19	Jackson	200397	713580	Net 30	713580-07

Re: City of Madison
 North Bay Subdivision
 PO# 25489
 Estimate 1
 Period: to 1/11/19

Item	Description	Units	UOM	Unit Price	Total
10	Overlay SC-1 Ty.8	6,539.42	TONS	\$ 84.00	\$ 549,311.28
20	Milling	35,420.55	SY	\$ 2.30	\$ 81,467.27
30	Repairs BB-1 Ty.6	274.13	TONS	\$ 86.00	\$ 23,575.18
40	Limestone repairs	-	TONS	\$ 40.00	\$ -

Total Due \$ 654,353.73

APAC MPC# MP-31066026

RECEIVED
 CHECK/CLAIM
 JAN 29 2019
 VENDOR #
 ACCT# 3307307510

ANY COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDED BUT NOT LIMITED TO, AN INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, ARE TO BE SENT TO THE FOLLOWING ADDRESS:

APAC - MISSISSIPPI, INC.
 P. O. BOX 24508
 JACKSON, MS 39225-4508
 ATTN: ACCOUNTS RECEIVABLE DEPARTMENT

TOTAL INVOICE---

\$ 654,353.73

**AMENDED 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 certain street improvements in the City of Madison as identified in Exhibit "A" attached hereto, 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 October 1, 2019.

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 complete the project. The County agrees to reimburse the City the costs incurred in the performance of work necessary to accomplish the project up to a maximum contribution of two million nine hundred and one thousand twenty-two dollars and no cents (\$2,901,022.00) 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 the costs incurred in the performance of work necessary to accomplish the Project, up to a maximum contribution of two million nine hundred and one thousand twenty-two dollars and no cents (\$2,901,022.00) 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 August 31, 2019, with a final invoice to the County submitted not later than September 15, 2019, and payment made as set forth above. Any portion of the project not completed and invoiced within this time frame will not be eligible for reimbursement of the County share of the project.

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, 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 _____ day of _____, 2019.

CITY OF MADISON, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

(SEAL)

EXHIBIT "A"

Street Name/Description	County Contribution
Oak Ridge Circle	\$198,000.00
Northbay Subdivision	
Beavoir Place	\$24,528.00
Hampton Court	\$14,616.00
Bellchase Place	\$44,636.00
Farrington Place	\$38,728.00
Lake Pointe Lane	\$84,774.00
Country Club Drive	\$186,884.00
Country Club Cove	\$12,086.00
Country Club Court	\$14,921.00
Country Club Place	\$13,503.00
Bainbridge Lane	\$35,751.00
Barkley Place	\$14,718.00
Northbay Place	\$96,603.00
Foxchase Drive (cul-de-sac back to previous paving line)	\$5,736.00
Pinetrail Place	\$9,419.00
Natchez Trace Village Subdivision	
Arapaho Lane	\$100,772.00
Cheyenne Lane	\$88,900.00
Kiowa Drive	\$115,164.00
Mescalero Way	\$17,640.00
Onondago Trail	\$13,440.00
Pawnee Way	\$52,920.00
Village Drive	\$65,660.00
Annandale Club Parkway	\$317,000.00
St. Ives Subdivision	
St. Ives Drive	\$394,806.00
Clermont Drive	\$21,000.00
Arlington Court	\$20,966.00
Autumn Brook Court	\$24,721.00
Dunleigh Court	\$12,522.00
Audubon Court	\$11,809.00

	Ashbury Court	\$18,883.00
	Peppermill Drive	\$54,000.00
	Wellington Way	\$193,000.00
	Woodsong Way	\$175,000.00
	Whisper Lake Blvd.	\$230,000.00
	Deerfield-off of Hoy	\$62,916.00
	Breezy Hill	\$115,000.00
	TOTAL	\$2,901,022.00