Willie Simmons
Central District Commissioner

**Earl Glenn, Jr. P.E.**Deputy Executive Director/Chief Engineer

Neil Patterson, P.E District 5 Engineer



Brad White Executive Director

Jeff Ely, P.E. Chief of Staff

**Lisa M. Hancock** Deputy Executive Director/Administration

June 3, 2025

Mr. Greg Higginbotham
Madison County Board of Supervisors
P.O. Box 608
Canton, MS 39046-0608

RE:

Project Number 108168-301000

Agreement for the Construction of a Lighting System

Interstate 55 Madison County

Dear Mr. Higginbotham:

Attached you will find two (2) original Memorandum of Agreements for the construction of a Lighting System for Madison County.

If the AGREEMENT meets with your approval, <u>please execute the two (2) originals and return</u> them to this office, along with two (2) certified copies of Board Orders. We will furnish you with an original executed AGREEMENT following execution by the Mississippi Transportation Commission.

If you have any questions, please feel free to contact this office.

Sincerely

NEIL PATTERSON, P.E. DISTRICT ENGINEER

NP:mc

pc:

Project File (Wedgeworth, Pierce, McDaniel)

Amy Hornback (original)

Memorandum of Agreement
Between
Mississippi Transportation Commission
And Madison County
Project No. 108168-301000

# MEMORANDUM OF AGREEMENT BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE MADISON COUNTY, MISSISSIPPI PROJECT NO. 108168-301000

This Memorandum of Agreement (this "Agreement") is executed by and between Madison County, Mississippi ("the County") acting through its Board of Supervisors and the Mississippi Transportation Commission ("the Commission"), a body corporate of the State of Mississippi, acting through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), effective as of the last date of execution hereof.

### WITNESSSETH:

WHEREAS, Sections 65-1-8, 65-1-75, and 65-1-81 of Mississippi Code Annotated (1972) authorize the Commission to enter into cooperative agreements with municipalities in the State of Mississippi for the construction and maintenance of facilities which are located within the municipalities and which are part of the designated state highway system; and

WHEREAS, the Commission owns and currently has plans to improve Interstate 55 from Highway 463 to the Gluckstadt Interchange; and

WHEREAS, the improvement to be added to Interstate 55 will be by the advertisement, letting and award of the proposal to widen Interstate 55 from four lanes to six lanes (hereinafter "the Project"); and

WHEREAS, the Commission proposes to construct a fully operational lighting system with the cost of installation being paid by the Commission under the contract provisions of the Project; and

WHEREAS, the Commission is willing to construct the said lighting system at its expense, while the County is willing to thereafter maintain the system at its expense; and

WHEREAS, the Commission and the County desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties; and

$\mathbf{W}$	HERE.	AS, the	e Con	nmis	ssion app	proved exe	cutio	on of this Ag	reem	ent at its	reg	ular mee	ting
of	,	2025	and	the	County	approved	the	Agreement	at it	s Board	of	Supervi	sors
meeting of	f	,	2025									_	

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Commission and the County do hereby agree as follows:

# I. PURPOSE

The purpose of this Agreement is to establish and define the respective responsibilities and obligations of the Commission and the County with respect to their joint cooperative efforts to construct and maintain certain improvements to Interstate 55.

## II. CONTACT PERSONS

It is understood by both parties that the Commission executes all of its orders and directives through the Executive Director of MDOT. It is understood by both parties that the County executes all of its orders and directives through its Mayor.

Unless otherwise notified in writing to the contrary, the appropriate contact person for the parties in matters pertaining to this Agreement shall be:

# For the Commission

Fax: (601)683-7030

Neil Patterson District Engineer Mississippi Department of Transportation 7759 Highway 80 West Newton, Mississippi 39345 Telephone: (601)683-1773

# For the County

Greg Higginbotham County Administrator Madison County 125 West North Street Canton, Mississippi 39046 Telephone: (601)790-2590 Fax: (601)859-5875

## III. RESPONSIBILITIES OF THE PARTIES:

- A. The Commission hereby covenants and agrees as follows:
  - 1. To construct, as a part of the Project, at its sole expense, a lighting system which substantially conforms to existing plans of Project No. 108168-301000.
  - 2. To accept responsibility for maintenance, through its usual procedures, of all facilities constructed under the Project except as specified in this Agreement or any other agreement with the County.
  - To continue full maintenance of the lighting system and bear the cost for the monthly utility service until the County's responsibility hereunder commences.
  - 4. To inform the County when the lighting system is complete and the contractor or contractors have been released from maintenance.

5. To grant to the County an easement to, over, and on the right-of-way necessary to reach the location of the lighting system towers and the buried electrical cable to carry out maintenance activities as required. All traffic control necessary to maintain the lighting system will be provided by the County in accordance with the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

# **B.** The County hereby covenants and agrees as follows:

- 1. To grant to the Commission, at no cost, a construction easement to any right-of-way owned by the County which may be reasonably required to construct the Project.
- 2. After completion of the Project, to assume in perpetuity the responsibility for normal and routine maintenance of the lighting system constructed under the Project, including any and all replacement of poles, replacement parts, labor, equipment and maintenance to replace lighting components, and the cost of electrical service to light the system, and all other incidentals necessary to maintain the system in a safe and satisfactory manner, including the cost for the monthly utility service beginning the first billing cycle after the selected Contractor is released from maintenance at the completion of the construction.
- 3. To advise MDOT's District Engineer in advance of any work to be performed on the Commission's right-of-way so that MDOT may, although it is not obligated to, provide oversight and inspection of the work.

## IV. GENERAL PROVISIONS

- A. It is understood that this is only a Memorandum of Agreement, subject to specific requirements that may be contained in Federal statutes, the Code of Federal Regulations, the Mississippi Code, the Standard Operating Procedures for MDOT, and other regulatory authorities. The County agrees that it will abide by all such applicable authority.
- B. This Agreement may only be terminated by mutual agreement of both parties. The term of this Agreement is to begin on the latest date of signing below and is to continue until terminated as provided above. Upon termination of this Agreement, the lighting system will be removed by the Commission and the County will reimburse the Commission for the cost of removal. The lighting equipment will at all times remain the property of the Commission.
- C. All contracts and subcontracts for work under this Agreement shall include a provision for compliance with the Mississippi Employment Protection Act, codified at Section 71-11-3 of the Mississippi ode of 1972, as amended.

- D. The Commission's obligations to perform under this Agreement are conditioned on sufficient funding being appropriated and made available by the Mississippi Legislature.
- E. MDOT's District Engineer shall have the final authority to make the determination of what constitutes the maintenance which the County is obligated to perform.
- F. In the event that the District Engineer determines that the maintenance has not been carried out to acceptable standards the County will be given a reasonable opportunity to correct the deficiencies. In the event that the County does not bring the facility to an acceptable standard within a reasonable time the Commission will have the authority to conduct the requisite maintenance and bill the County for its costs.
- G. Both parties hereto represent that they have authority to enter into this Agreement. Certified copies of the applicable Minutes of the Madison Board of Aldermen meeting and Commission Orders are attached hereto.

# V. AMENDMENTS

The Agreement may be amended upon written agreement of both parties.

## VI. SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of the Agreement shall remain in full force and effect.

## VII. RELATIONSHIP OF THE PARTIES

- A. The relation of the County to the Commission is that of an independent contractor, and the parties, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that neither will hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. Neither party will make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- **B.** No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.
- C. The Commission, MDOT, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the County, or any

- employee, agent, or official of the County, or any of the County's contractors or subcontractors.
- D. The County and its agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except as specifically stated herein, and have no authority to select, employ, supervise, or control any employee or official of the Commission or MDOT, or any of their contractors or subcontractors.
- E. The Commission will not be a party to any contract or subcontract entered into by the County, other than this Agreement.

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SO EXECUTED AND AGREED	THIS_	DAY OF	, 2025.
	BY A	ISON COUNTY, MISSISSI ND THROUGH ITS DULY HORIZED BOARD OF SUI	•
	Greg	Higginbotham	<del></del>
ATTEST:			
·	(Affix	Seal)	
SO EXECUTED AND AGREED	THIS_	DAY OF	, 2025.
	COM autho	ISSIPPI TRANSPORTATI MISSION, by and through orized Executive Director of rtment of Transportation	the duly
	By:		
		Brad White, Executive Dire Mississippi Department of	
Lighting Agreement with Madison County, Recorded at Book	, Page	in the Minutes of the Commission	

12:10:29 PM LIGHTING-SH-GN\_LEGEND.dgr ( (e) **© ③** Θ (0) Θ 포우쮸쿭產 STATION OFF SETS OF POLE LOCATION IS CENTER OF POLE FOUNDATION. THE CONTROLLING DIMENSION IS INDICATED IN DETAIL CONTRACTOR SHALL PROVIDE TOUCH UP GALVANIZING SUPPLIED BY POLE MANUFACTURER TO MATCH POLE FINISH. THE DIRECTIONS OF CONCRETE MAINTENANCE PAD MAY BE ADJUSTED TO THE FIELD CONDITIONS WHEM REAR CONCRETE PAYED DIFFORMS. THE MAINTENAN SAY SHOULD BE LOCATED ON THE UPPAIL SLOPE OF THE PAO TO REDUCE THE LUKELINGOOD OF WATER FLOWING MIDT HE BOX. THE COST OF THE 6 X6" WHEE FABRIC REMFORECASIN OR SUBSTITUTED STRUCTURAL PREESS (MEETING THE REQUIREMENT OF SUBSECTION J.11). SHALL BE INCLUDED IN THE UNIT COST OF THE MAINTENAN DAY THE WAY THE MAINTENANCE THE MAINTENAN DAY THE WAY THE W METAL POLES SMALL BE SMEPED TO SITE LOCATION SECURED WITH MYON OR OTHER SUITABLE TIE DOWN MEANS TO PROCENT DAMAGE TO POLE SURFACE CABLE OR CHAIN LASHINGS ARE NOT TO BE USED. THE COST OF DISPOSING OF MATERIALS DEEMED EXCESS 1-3/LD-5 ON SHEET 4031. TREMIE SHALL BE USED TO PLACE CONCRETE FOR FOUNDATIONS. ISTING UNDERGOUND UTILITY UNES ARE SHOWN ON THE DRAWNICS INSTRUCTION AWALGET TO THE EXCRETE THE SET INFORMATION AWALGET TO THE EXCRETE THE SHORE OF ACCUSED AND THAT THIS INFORMATION IN USE SHOWING THAT THIS INFORMATION IN USE SHORE OF ACCUSED AND THE OFFICIAL CONTINUED AND THE OFFICIAL CONTINUED AND THE OWNERS (INCLUDING MISSISSIPPI ONE CALL) TO ADDIMINATE LOCALED IN ADMANCE OF CONSTRUCTION. ORDINATE LOCALION ADMANCE OF CONSTRUCTION. I LIGHTING ASSEMBLY LOCATIONS WILL BE STARED IN INFERENCE OF THE CONTRACTOR. THESE LOCATIONS SHALL PROPRIED OF THE ENGELEE MORE OF CONTRACTION OTHER ASSEMBLES. COST OF STAKING SHALL BE ASSORBED OTHER ITEMS. BSECTION 711) SHALL BE INCLUENCE. L QUANTITIES SHOWN FOR BRANCH CIRCUITS ARE PROXIMATE AND MAY NOT REFLECT LENGTHS REQUIRED THE TERRAIN IN THE FELD. LIGHTING NOTES 5#1/0,2"C 5#1/0,2" C HIGH MAST HIGH MAST HIGH MAST UNDERPASS Ontactor shall subait photometric analysis of the project if subaiting an equal eet the following lichting reconfectents: . Areage Mantaned Illumandion 0.8 fc . Unefornity (and. To miniacum) ratio 4:1 푎 A O A O BOOK BROWN LUMINAIRE SCHEDULE ABBREVIATIONS COOPER
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WITH 8 FT, MAST AND
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AND CIRCUIT NO. 40FT. POLE, 1 - 110 WATT LED
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AND CIRCUIT NO. 120 FT. POLC. 4 - 500 WAIT LED
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SHEET ID LN-1
SHEET NO. 4001

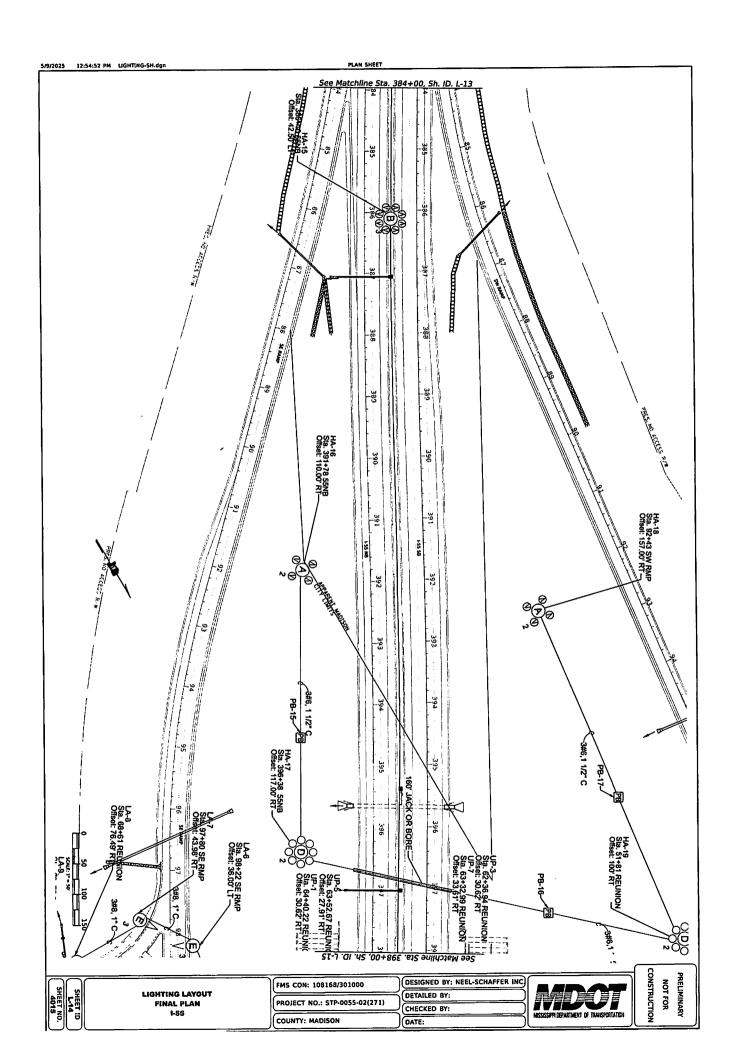
**GENERAL NOTES, ABBREVIATIONS** AND LEGEND

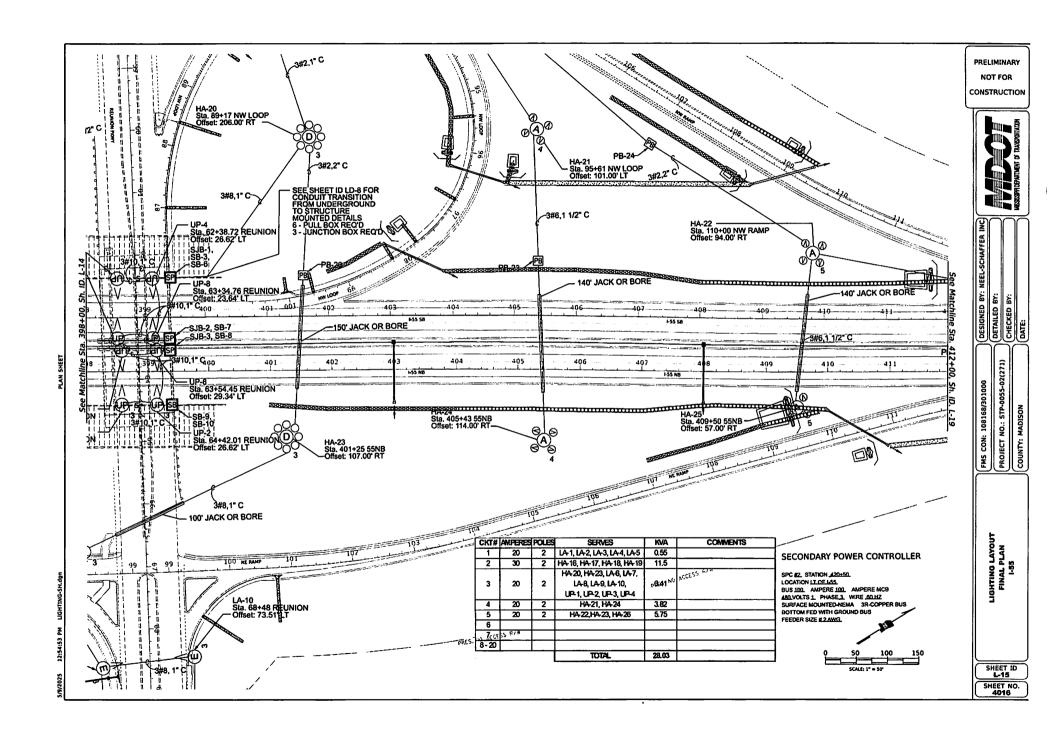
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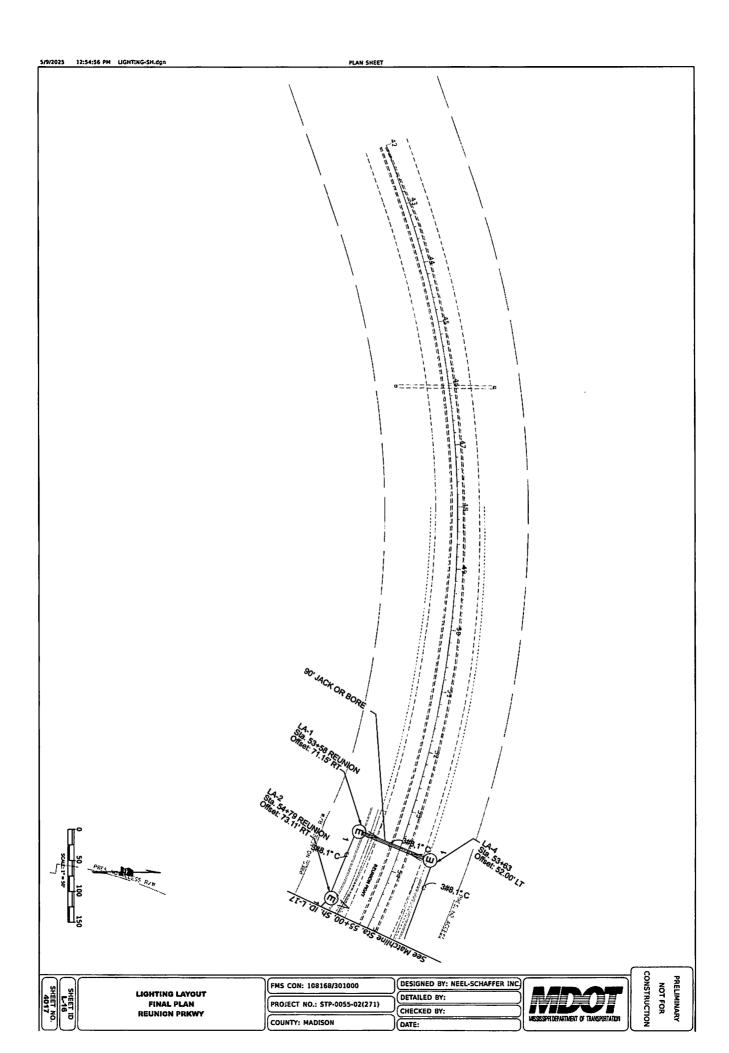
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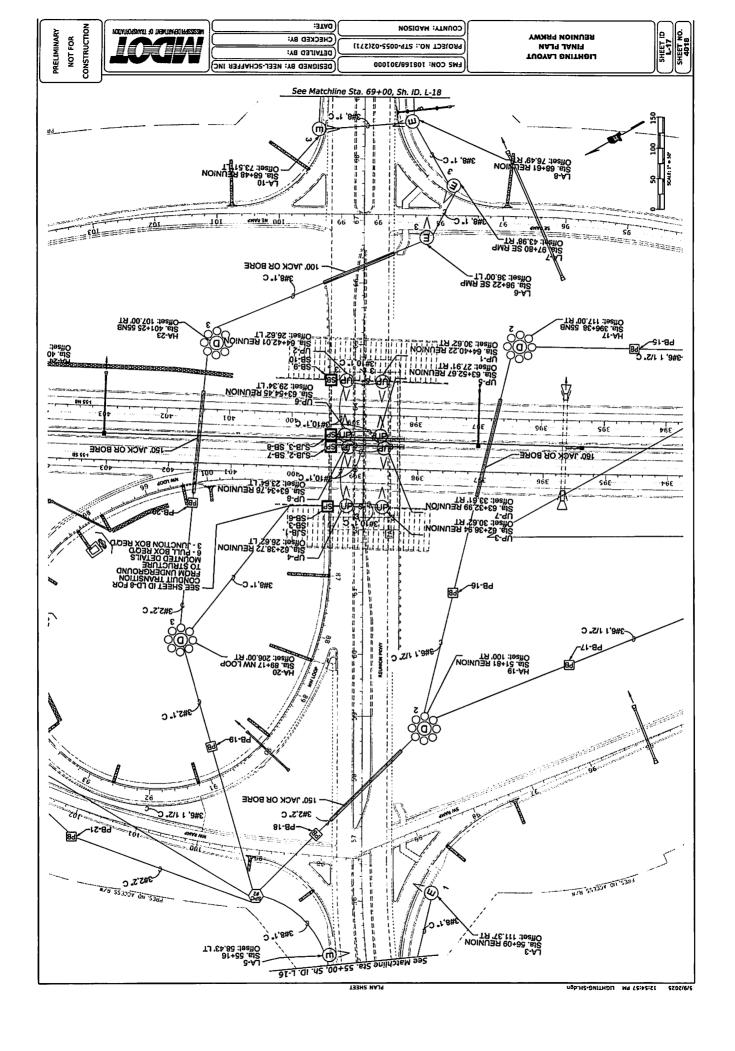
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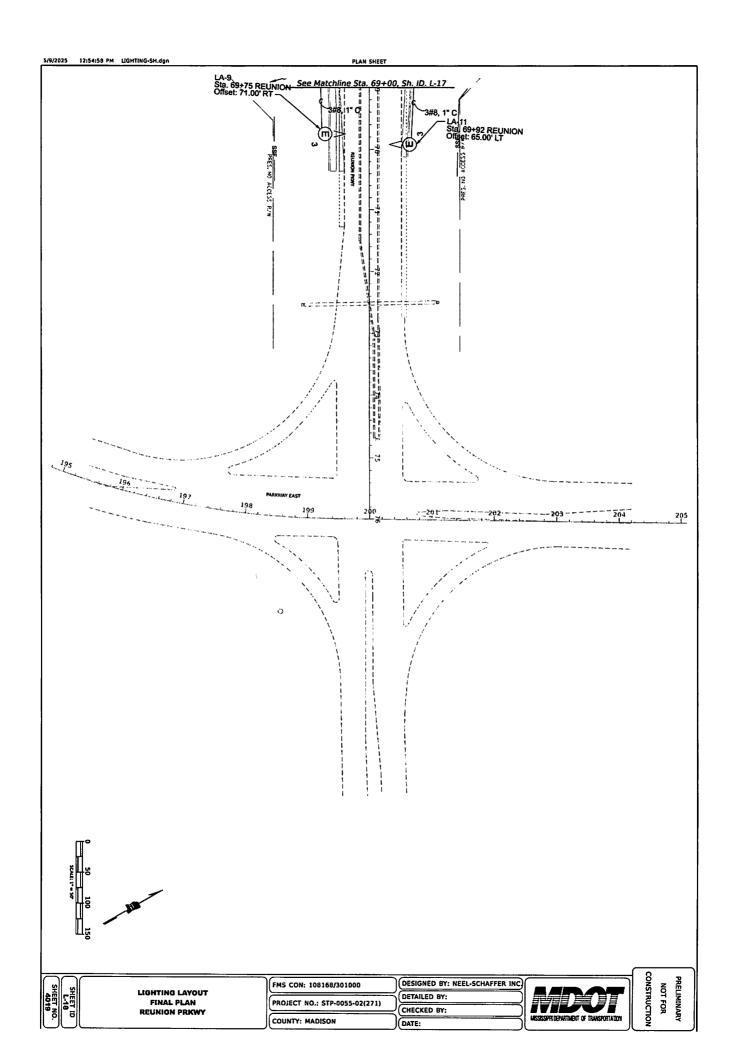
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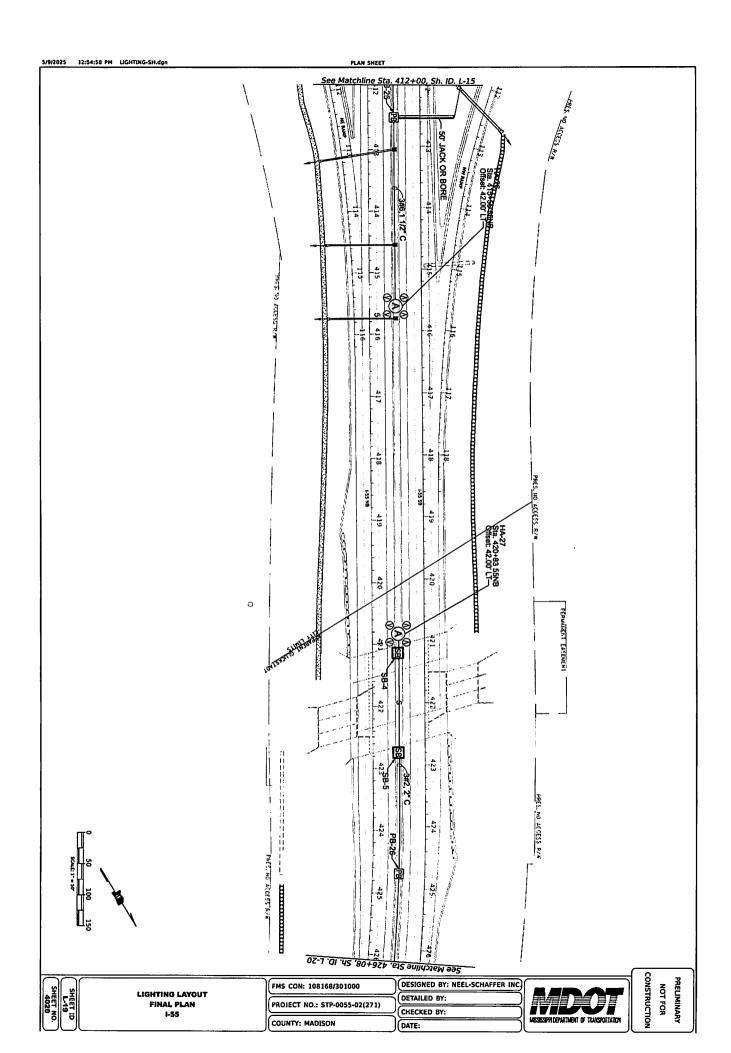












Memorandum of Agreement
Between
Mississippi Transportation Commission
And Madison County
Project No. 108168-301000

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#### WITNESSSETH:

WHEREAS, Sections 65-1-8, 65-1-75, and 65-1-81 of Mississippi Code Annotated (1972) authorize the Commission to enter into cooperative agreements with municipalities in the State of Mississippi for the construction and maintenance of facilities which are located within the municipalities and which are part of the designated state highway system; and

WHEREAS, the Commission owns and currently has plans to improve Interstate 55 from Highway 463 to the Gluckstadt Interchange; and

WHEREAS, the improvement to be added to Interstate 55 will be by the advertisement, letting and award of the proposal to widen Interstate 55 from four lanes to six lanes (hereinafter "the Project"); and

WHEREAS, the Commission proposes to construct a fully operational lighting system with the cost of installation being paid by the Commission under the contract provisions of the Project; and

WHEREAS, the Commission is willing to construct the said lighting system at its expense, while the County is willing to thereafter maintain the system at its expense; and

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,	WHERE	CAS, the	Commis	sion app	proved exec	cutic	on of this Ag	greeme	nt at its:	regi	ular mee	ting
of		، 2025 ر	and the	County	approved	the	Agreement	at its	Board	of	Supervi	sors
meeting	of	, 2	025.								_	

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### I. PURPOSE

The purpose of this Agreement is to establish and define the respective responsibilities and obligations of the Commission and the County with respect to their joint cooperative efforts to construct and maintain certain improvements to Interstate 55.

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It is understood by both parties that the Commission executes all of its orders and directives through the Executive Director of MDOT. It is understood by both parties that the County executes all of its orders and directives through its Mayor.

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Neil Patterson District Engineer Mississippi Department of Transportation 7759 Highway 80 West Newton, Mississippi 39345 Telephone: (601)683-1773 Fax: (601)683-7030

## For the County

Greg Higginbotham County Administrator Madison County 125 West North Street Canton, Mississippi 39046 Telephone: (601)790-2590 Fax: (601)859-5875

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SO EXECUTED AND AGREED	THIS_	DAY OF	, 2025.
	BY A	ISON COUNTY, MISS ND THROUGH ITS DU IORIZED BOARD OF	ULY
	Greg I	Higginbotham	
ATTEST:			
•	(Affix	Seal)	
SO EXECUTED AND AGREED	THIS_	DAY OF	, 2025.
	COM author	ISSIPPI TRANSPORT. MISSION, by and throunized Executive Director tment of Transportation	ugh the duly or of the Mississippi
	By:	Brad White, Executive Mississippi Department	
Lighting Agreement with Madison County, Recorded at Book	, Page _	in the Minutes of the Commiss	sion



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CONTRACTOR SHALL SUBMITHING REQUIREMENTS:
CONTRACTOR SHALL SUBMITHING REQUIREMENTS.

CVM-2V5B-140-0-14E1 CTED510CC4010V12 <sup>-</sup> ZAW AELO-CV5-110-140-8-12	СООРЕЯ СНИ ИСНТИС СНИ ИСНТИС СООРЕЯ	LOW MAST HICH MAST HICH MAST UNDERPASS
CATALOG NUMBER	RESUTOARUMAL.	3977

**COMINAINE SCHEDOLE** 

LICHT EMITTING DIODE	_	മാ	
ОИОЕКСКОПИО	-	UNCD.	
THERMOPLASTIC HEAT AND MOISTURE RESISTANT	-	WHI	
SOUTHWEST	-	'MS	
SECONDARY POWER CONTROLLER	_	.D.G.	
TZA3HTUOZ	-	·3S	
BICH1	-	.19	
POLYWAY CHLORIDE	-	DAC	
ON CENTER	-	.0.0	
NORTHWEST	-	'MN	
NOMINAL PIPE SIZE	-	SdN	
TZAJHTRON	-	.3N	
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	-	TOOM	
M3T3M	-	w	
1.137	-	.11	
rons ann	_	รำ	
FICHLING YZZEMBEA - WOMBEK	_	1-AH,C-AJ	
UTTOMINY LING ENGINEERING ROCKELL	-	.2.3.1	
CXPOSED	-	EXP.	
END OF PROJECT	-	.9.0.3	
EVCH	-	.∧3	
CIRCUIT	-	CKI	

**SNOITAIV3ABBA** 

BRCH.

- CENTERUNE

- BECIMIMIC OL BROYECT AMERICAN WIRE GUAGE

^	$\sim$	
•	<b>(M)</b>	EXISTING LOW MAST POLE TO REMAIN
esso.	M	EXISTING HIGH MAST POLE BE REMOVED.
•	(WH)	EXISTING HIGH MAST POLE TO REMAIN
.os	)EE	GEXISTING PULL BOX TO BE REMOVED
ê	84	NIAMER OT XOB JULY BUITZIXE
.wr.	84	UNDERGROUND PULLBOX
<del></del> d		3NU R3WOY QA3HR3VO
اع در:		ВОВЕВ, LENGTH.
(36) 1-36		SECONDARY POWER CONTROLLER
2/8/1.0		Underground secondary branch circuit, no. Of conductors
V -4n	^@ 	< > INDICATES ORIENTATION 3 INDICATES CIRCUIT AND CIRCUIT NO STRUCTURE MOUNTED 86 WART LED UNDERPASS LICENSTRUCTURE SERVICES

EXISTING FOW MAST POLE TO BE REMOVED, FOUNDATION TO BE REMOVED 3 FT BELOW GRADE.

<> INDICYLE2 OSIENIUM 3 MOKCYLE2 CISCUII MALH 8 E1 IVEX MSM MD CISCUII NO 100: 100: 5 - 110 MVII ED COM WYC2 INCHINE (UNE OSIECWINO) ⓓ < >INDICALEZ OBJERNATURON 3 INDICALEZ CIRCUIL MAIDH B ELT PREST NASTO (C.E. 110 WALL TED MAYEZ INCHINIO VESCIONALES. (LANGE OP.1-8-110) TOM WAST INCHINIO VESCIONALO.
TOM WAST INCHINIO VESCIONALO. **3** ? INDICATES CIRCUIT HIGH MAST LIGHTING ASSEMBLY, DESIGNATION
AND CIRCUIT NO. 120 FT. POLE, 8 - 500 WATT LED
AND CIRCUIT NO. 120 FT. POLE, 8 - 500 WATT LED
AND CIRCUIT NO. 120 FT. POLE, 8 - 500 WATT LED
AND CIRCUIT NO. 120 FT. POLE, 8 - 500 WATT LED

M



HIGH MAST LIGHTING ASSEMBLY, DESIGNATION WAS CIRCUIT TOPE, 6 - 500 WATT LED TYPE ASSEMBLY DISTINGUION LUMANIES, (TYPE 120~6-A) INDICATES GIRCUIT

NDICYLE OSIENITY ORZEMENT, DESCRICILL

NO. 120 PT. POTE, 8 – 300 WALL TED

LOS TOTALLING STREATION LUMINARE. (LIVE 120-8-A)

HIGH MAST LIGHTING STREATION STREATION

LOS TOTALLING STREATION

LOS TOTALLING

LOS TOTA

LEGEND

SHEET NO. CI LESHS

FMS CON PROJECT

NO:

STP-0055-02(271)

DESIGNED

DETAILED

CHECKED

DATE:

묏

CON: 108168/301000

COUNTY: MADISON

CONSTRUCTION **NOT FOR PRELIMINARY** 

