

RONNY LOTT
MADISON COUNTY CHANCERY CLERK

MEMORANDUM

TO: Madison County Board of Supervisors
FROM: Ronny Lott, Chancery Clerk
DATE: March 16, 2015
RE: *Nunc Pro Tunc* Minutes of February 2 and 17, 2015

Due to an error discovered in the minutes of **February 2, 2015**, I am requesting that you authorize me to *nunc pro tunc* a certain item of said minutes as follows:

***In re: Authorization of Board Attorney to Amend
Memorandum of Understanding***

Following discussion, Mr. John Howland did offer and Mr. Paul Griffin did second a motion to direct Board Attorney Mike Espy to amend the Memoranda of Understanding with the cities stating that should the cities not expend the funds made available to them by August 1 of each year the funds would revert back to the county road fund. The vote on the matter being as follows:

Supervisor John Bell Crosby	Aye
Supervisor John Howland	Aye
Supervisor Gerald Steen	Aye
Supervisor Karl M. Banks	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Mr. Espy was and is hereby authorized.

SO ORDERED this the 2nd day of February, 2015.

The minutes should reflect that the motion also approved the Interlocal Agreement with the City of Madison regarding the funding of certain street improvements referenced in Exhibit A1, A2 and A3 of the Agreement and authorize the Board President to execute same, a true and correct copy of which may be found in the Miscellaneous Appendix to the February 2, 2015 minutes and further referenced as Exhibit 1 to this memorandum.

Also, due to an error discovered in the minutes of **February 17, 2015**, I am requesting that you authorize me to *nunc pro tunc* a certain item of said minutes as follows:

***In re: Consideration of Interlocal Agreement with
City of Madison***

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

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.

The minutes should reflect that the motion approved the Interlocal Agreement with the City of Madison regarding the funding of Hoy Road Improvements and authorize the Board President to execute same, a true and correct copy of which may be found in the Miscellaneous Appendix to the February 17, 2015 minutes and further referenced as Exhibit 2 to this memorandum.

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

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 overlaying of the streets and roads listed on Appendices "A1", "A2" and "A3" 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 subject to the terms of Section 6.

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 which will inure to the benefit of the citizens of each, as well as to 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 accomplish the project. For those roads within the City and also lying within County Supervisor Districts One, Two and Three (Districts 1, 2, & 3), 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, unless otherwise specified, up to a maximum total contribution of Five Hundred Sixty Eight Thousand Twenty Eight Dollars (\$568,028.00). The specific levels of contribution and the conditions for reimbursement per Supervisor District per street are shown on Attachments "A1", "A2" and "A3".

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

9. 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 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 for those roads as specified in Attachments "A1", "A2" and "A3", unless otherwise noted herein, which are situated within County Supervisor Districts One, Two and Three (Districts 1, 2 & 3), up to a maximum contribution of Five Hundred Sixty Eight Thousand Twenty Eight Dollars (\$568,028.00). The City agrees that this sum constitutes the entire amount expected by the City for the improvement of roads situated in District One, Two and Three (Districts 1, 2 & 3), which are listed in Attachments "A1", "A2" and "A3".

More specifically, from among the roads listed on Attachment "A1" situated within District One, the City shall be responsible for selecting the roads deemed necessary for improvement with the understanding that City will receive no more than One Hundred Thousand Dollars (\$100,000.00) in the form of reimbursement from the County for the improvement of such roads to be selected by the City. For those roads within District Three (District 3), the County will provide reimbursement to City of no more than Seventy Three Thousand Five Hundred Dollars (\$73,500.00). This sum is intended to represent the entire cost of improving said road as listed on Attachment "A3". The City will perform the work primarily through the use of contractors, with some possible incidental work being performed by City personnel and equipment.

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 August 1, 2015, or when the Project work is completed, whichever comes first. If City begins work on Project roads before August 1, 2015, and work has not been fully completed by August 1, 2015, City is authorized to continue work until actual completion. 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. It is understood that if City has not begun work on roads as indicated on Attachments "A1", "A2" and "A3" by August 1, 2015, the County is authorized to rescind its financial commitments to City as established in this MOU regarding its cost share and allocations towards improvement of the Project roads, and is therefore authorized to re-purpose the funds.

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 24th day of February, 2015.

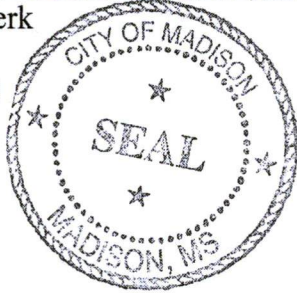
CITY OF MADISON, MISSISSIPPI

By: Mary Ann Baker
Mayor

ATTEST:

Susan B. Crandall
City Clerk

(SEAL)



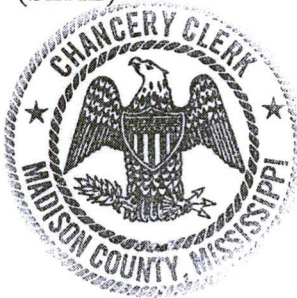
MADISON COUNTY, MISSISSIPPI

By: [Signature]
President, Board of Supervisors

ATTEST:

[Signature]
Clerk, Board of Supervisors

(SEAL)



ATTACHMENT "A1" (Supervisor District One)

Street or Road	Expected Projected Cost	Agreed Share
Greenfield Way	\$31,000.00	\$15,500.00
Clark Farms Rd	\$82,000.00	\$41,000.00
Spring Hill Drive	\$127,000.00	\$63,500.00
Vinson Cove	\$5,500.00	\$2,750.00
Hedgerow Cove	\$7,000.00	\$3,500.00
Shannon Green	\$7,000.00	\$3,500.00
Spring Grove	\$26,000.00	\$13,000.00
Stallion Run	\$9,000.00	\$4,500.00
TOTAL	\$294,500.00	*\$100,000.00
		*This amount represents the entire sum to be reimbursed by county to city for the improvement of those roads selected by city as listed on the hereinabove Attachment "A1"

ATTACHMENT "A2" (Supervisor District Two)

Street or Road	Expected Projected Cost	Agreed Share
Pecan Hill Drive	\$17,000.00	\$8,500.00
Pecan Creek Drive	\$35,800.00	\$17,900.00
Willow Court	\$8,000.00	\$4,000.00
Cedar Court	\$8,000.00	\$4,000.00
Maplewood Drive	\$18,000.00	\$9,000.00
Cherry Hill Court	\$3,600.00	\$1,800.00
Pine Ridge Drive	\$28,000.00	\$14,000.00
Summer Hill Road	\$64,800.00	\$32,400.00
Clearwood Cove	\$18,000.00	\$9,000.00
Ratliff Drive	\$26,400.00	\$13,200.00
East Hill Drive	\$51,600.00	\$25,800.00
Stacy Cove	\$7,200.00	\$3,600.00
Pondside Lane	\$7,680.00	\$3,840.00
Windsor Hills Drive	\$48,000.00	\$24,000.00
Saxony Court	\$9,600.00	\$4,800.00
Brittany Way	\$33,600.00	\$16,800.00
Essex Court	\$4,800.00	\$2,400.00
Windsor Cove	\$8,400.00	\$4,200.00
Fairfax Court	\$14,880.00	\$7,440.00
North Castle Dr. (turn-around)	\$1,700.00	\$850.00
North Castle Drive	\$80,750.00	\$40,375.00
Brown's Lane	\$5,526.00	\$2,763.00
Lakeview Drive	\$32,300.00	\$16,150.00

ATTACHMENT "A2" (Supervisor District Two)

Street or Road	Expected Projected Cost	Agreed Share
Berry Lane	\$13,770.00	\$6,885.00
Castle Circle	\$41,650.00	\$20,825.00
Hawkridge Drive/Hawkridge Place	\$45,700.00	\$22,850.00
Highleadon Drive	\$49,300.00	\$24,650.00
Sherbourne Drive/Sherbourne Cove	\$49,700.00	\$24,850.00
Abington Court	\$6,000.00	\$3,000.00
Darrowsby Place	\$8,700.00	\$4,350.00
Adderbury Place	\$6,000.00	\$3,000.00
Summerford	\$5,800.00	\$2,900.00
Highleadon Court	\$22,000.00	\$11,000.00
Highleadon Cove	\$7,000.00	\$3,500.00
TOTAL	\$789,056.00	\$394,528.00

ATTACHMENT "A3" (Supervisor District Three)

Street or Road	Expected Projected Cost	Agreed Share
Dist. 3 - Brookside Place	\$73,500.00	\$73,500.00
TOTAL	\$73,500.00	\$73,500.00

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY,
MISSISSIPPI AND THE CITY OF MADISON, MISSISSIPPI REGARDING THE
FUNDING OF HOY ROAD IMPROVEMENTS**

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 widening and improvement of Hoy Road, 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 be for a period of two (2) years, meaning that within two (2) years from the time this Agreement shall have been approved by the Office of the Attorney General, City of Madison must have obligated the funds. "Obligation of the funds" means that the City of Madison must, within the period of two (2) years, have acted to bid the project, and awarded the project to a contractor. If City shall not have obligated the funds within the prescribed period of time, the County has authority under this Agreement to terminate the Agreement and to re-obligate the funds itemized in Paragraph 7.

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 improvement 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 expenses associated with this project up to a maximum of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00).

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 pursuant to paragraph 3 hereinabove until terminated in accordance with the provisions of Section 6 herein.

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 and County will thereafter jointly assume responsibility for maintenance and upkeep of Hoy Road, in a manner agreed to by the parties. The County will reimburse the City only for actual construction costs for construction work done during the course of the Project. The sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) will be paid over to City of Madison when the project is "substantially complete", subject to the inspection and approval of the County Engineer for Madison 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.

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 and the County, in a manner agreed to by the parties.

SECTION 6. Termination; Disposition of Property. This Agreement will terminate two (2) years after approval of this agreement by the Attorney General, subject to the terms of Paragraph 3, as outlined herein, to-wit: The City must obligate the funds within two (2) years. "Obligate the funds" means that the City must have bid the project and awarded the project to a contractor within the two (2) year term. If the project has been bid and awarded, but actual construction has not been completed within two (2) years, the project may continue and this agreement will not terminate until the project has been actually completed. County will pay over the funds upon "substantial completion", pursuant to inspection and approval by County Engineer. If City has not bid and awarded the project within this two (2) year term the County is authorized to terminate its participation in the project and is able to re-obligate the funds as specified herein. 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, as specified herein.

WITNESS the signatures of the duly authorized officers of the City and the County as of the 24th day of February, 2015.

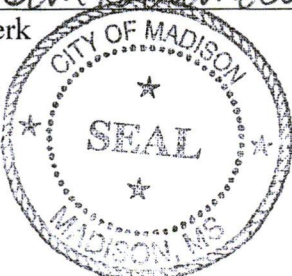
CITY OF MADISON, MISSISSIPPI

By: Mary Hancock Butler
Mayor

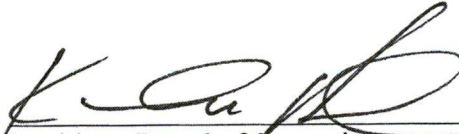
ATTEST:

Susan B. Randall
City Clerk

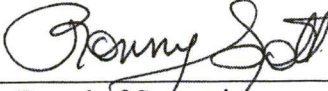
(SEAL)



MADISON COUNTY, MISSISSIPPI

By: 
President, Board of Supervisors

ATTEST:


Clerk, Board of Supervisors

(SEAL)

