

Arnel D. Bolden
MAYOR

Valerie T. Smith
CITY CLERK



ALDERMEN:
Rodriguez Brown
Eric Gilkey
Andrew Grant
Olivia Harrell
Vickie McNeill
Les A. Penn
Daphne Johnson Sims

September 15, 2015

Mark Houston
Administrator
Madison County Board of Supervisors
PO Box 608
Canton, MS 39046

RE: INTERLOCAL AGREEMENT ON WOODLANDS PARKWAY AND WATFORD PARKWAY

Dear Mr. Houston:

In accordance with the referenced Interlocal Agreement, please remit to the City of Canton the amount of \$58,222.85. A summary is as follows:

Total amount per Agreement \$200,000.00.

Remitted in FYE 2014 141,777.15

Remaining amount \$ 58,222.85

A copy of the contractors paid invoice is attached.

We appreciate the county's participation with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Overby". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David W. Overby, CPA
Finance Manager
City of Canton

Cc: Shelton Vance, Comptroller

PROJECT DESCRIPTION:
 Woodland Drive Extension
 CITY OF CANTON, MS

PAY REQUEST NO. 03

PAY PERIOD ENDING: August 24, 2015

PAGE NO.: 1

| CONTRACT CHANGE ORDER | | DESCRIPTION | ADDITIONS TO ORIGINAL CONTRACT PRICE | | DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON |
|-----------------------|-----------|----------------------------|---|---|--|
| NO. | DATE | | TOTAL COST OF ITEMS ADDED BY CHANGE ORDER | COST OF CHANGE ORDER ITEMS COMPLETE TO DATE | |
| 1 | 7/28/2015 | Additional Borrow Material | \$149,995.89 | | |
| TOTALS | | | \$149,995.89 | \$0.00 | \$0.00 |

1 ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

| | |
|--------------------------------------|-----------------------|
| (a) Original contract amount | \$929,278.68 |
| (b) Plus: Additions | \$149,995.89 |
| (c) Less: Deductions | \$0.00 |
| (d) Adjusted contract amount to date | <u>\$1,079,274.57</u> |

2 ANALYSIS OF WORK PERFORMED

| | |
|---|---------------------|
| (a) Cost of original contract work performed to date | \$422,145.92 |
| (b) Extra work performed to date | \$0.00 |
| (c) Total cost of work performed to date | \$422,145.92 |
| (d) Add: Materials stored at close of this period | \$0.00 |
| (e) Subtotal of (c) and (d) | \$422,145.92 |
| (f) Less: Amount retained (0%) | \$0.00 |
| (g) Subtotal (e - f) | \$422,145.92 |
| (k) Less: Previous Payments and Amounts Due From Previous Estimates | \$238,498.18 |
| (l) BALANCE DUE THIS PAYMENT | <u>\$183,647.74</u> |

3 CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due This Payment" has been received, and that the undersigned and his subcontractors have- (Check applicable line)

- a. Complied with all the labor provisions of said contract.
 b. Complied with all the labor provisions of said contract except in those instances where an honest dispute exists with respect to said labor provisions. [if (b) is checked, describe briefly nature of dispute]

AJ Construction, Inc.
 (Contractor)

DATE: 8-31-2015

BY: [Signature]

TITLE: President

4 CERTIFICATION OF ARCHITECT OR ENGINEER

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment: that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Periodic Estimate has been periodically monitored by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in substantial accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date

WARNOCK AND ASSOCIATES, L.L.C.

DATE: 8/31/2015

BY: [Signature]

TITLE: County Engineer

PROJECT DESCRIPTION:

Woodland Drive Extension
City of Canton, MS

CONTRACTOR:

AJ Construction, Inc.
P.O. BOX 160
Madison, MS 39130

PAY REQUEST NO. 03

PAY PERIOD ENDING: August 24, 2015

| NO. | PAY ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE | PREVIOUS QUANTITY | PREVIOUS TOTAL | CURRENT QUANTITY | CURRENT TOTAL | QUANTITY TO DATE | TOTAL TO DATE |
|--|--------------|--|--------------------|------|--------------|---------------|-------------------|----------------|------------------|---------------|------------------|---------------|
| PHASE 1 | | | | | | | | | | | | |
| 1 | 201-A001 | CLEARING & GRUBBING | | | | | | | | | | |
| 2 | 202-B005 | REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS | 1 | LS | \$ 16,547.93 | \$ 16,547.93 | 1.00 | \$ 16,547.93 | 0.00 | \$ - | 1.00 | \$ 16,547.93 |
| 3 | 202-B041 | REMOVAL OF FENCE, ALL TYPES | 300 | SY | \$ 4.57 | \$ 1,371.00 | 300.00 | \$ 1,371.00 | 0.00 | \$ - | 300.00 | \$ 1,371.00 |
| 4 | 202-B064 | REMOVAL OF PIPE, 8" AND ABOVE | 850 | LF | \$ 3.41 | \$ 2,898.50 | 940.00 | \$ 3,205.40 | 0.00 | \$ - | 940.00 | \$ 3,205.40 |
| 5 | 202-B076 | REMOVAL OF TRAFFIC STRIPE | 66 | LF | \$ 24.38 | \$ 1,609.08 | 18.00 | \$ 438.84 | 64.00 | \$ 1,560.32 | 82.00 | \$ 1,999.16 |
| 6 | 203-A003 | UNCLASSIFIED EXCAVATION, FM, AH | 200 | LF | \$ 2.30 | \$ 460.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 7 | 203-EX017 | BORROW EXCAVATION, AH, FME, CLASS 9 (Added to Quantity from below, 12,573 CY) | 9,200 | CY | \$ 4.97 | \$ 45,724.00 | 1996.00 | \$ 9,920.12 | 7204.00 | \$ 35,803.88 | 9200.00 | \$ 45,724.00 |
| 8 | 203-G003 | EXCESS EXCAVATION, FM, AH | 22,133 | CY | \$ 11.93 | \$ 264,046.69 | 12474.53 | \$ 148,821.14 | 9658.47 | \$ 115,225.55 | 22133.00 | \$ 264,046.69 |
| 9 | 206-A001 | STRUCTURE EXCAVATION | 300 | CY | \$ 13.32 | \$ 3,996.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 10 | 211-A001 | TOPSOIL FOR SLOPE TREATMENT, FROM RIGHT OF WAY | 20 | CY | \$ 85.63 | \$ 1,712.60 | 0.00 | \$ - | 20.00 | \$ 1,712.60 | 20.00 | \$ 1,712.60 |
| 11 | 907-213-A001 | AGRICULTURAL LIMESTONE | 16,000 | TON | \$ 0.87 | \$ 13,920.00 | 4800.00 | \$ 4,176.00 | 0.00 | \$ - | 4800.00 | \$ 4,176.00 |
| 12 | 213-D001 | AMMONIUM NITRATE | 7 | TON | \$ 116.60 | \$ 816.20 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 13 | 907-225-A001 | GRASSING | 1 | TON | \$ 583.00 | \$ 583.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 14 | 907-225-C001 | MULCH, VEGETATIVE MULCH | 4 | AC | \$ 1,410.86 | \$ 5,643.44 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 15 | 234-A001 | TEMPORARY SILT FENCE | 7 | TON | \$ 116.60 | \$ 816.20 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 16 | 907-237-A002 | WATTLES, 12" | 3,500 | LF | \$ 3.10 | \$ 10,850.00 | 3716.00 | \$ 11,519.60 | 0.00 | \$ - | 3716.00 | \$ 11,519.60 |
| 17 | 815-A008 | LOOSE RIP RAP, SIZE 200 | 250 | LF | \$ 4.95 | \$ 1,237.50 | 40.00 | \$ 198.00 | 100.00 | \$ 495.00 | 140.00 | \$ 693.00 |
| 18 | 815-E001 | GEOTEXTILE UNDER RIP RAP | 100 | TON | \$ 47.34 | \$ 4,734.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 19 | 907-304-A001 | GRANULAR MATERIAL, LVM, CLASS 5 GROUP C | 100 | SY | \$ 12.53 | \$ 1,253.00 | 100.00 | \$ 1,253.00 | 0.00 | \$ - | 100.00 | \$ 1,253.00 |
| 20 | 907-304-F002 | SIZE 610 CRUSHED STONE BASE | 1,200 | CY | \$ 29.43 | \$ 35,316.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 21 | 907-307-C005 | 8" SOIL-LIME-WATER MIXING, CLASS C | 210 | TON | \$ 56.74 | \$ 11,915.40 | 30.20 | \$ 1,713.35 | 194.40 | \$ 11,030.26 | 224.60 | \$ 12,743.80 |
| 22 | 907-307-D001 | LIME | 14,923 | SY | \$ 3.27 | \$ 48,804.75 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 23 | 406-A001 | COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS | 200 | TON | \$ 206.94 | \$ 62,082.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 24 | 907-407-A001 | ASPHALT FOR TACK COAT | 200 | SY | \$ 11.93 | \$ 2,386.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 25 | 907-601-B003 | CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES | 657 | GAL | \$ 3.47 | \$ 2,279.79 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 26 | 603-CE004 | 44"x27" CONCRETE ARCH PIPE, CLASS A III | 2 | CY | \$ 609.30 | \$ 1,219.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 27 | 603-CF004 | 44"x27" CONCRETE ARCH PIPE, END SECTION | 88 | LF | \$ 118.12 | \$ 10,394.56 | 0.00 | \$ - | 1.00 | \$ 609.50 | 1.00 | \$ 609.50 |
| 28 | 609-D005 | COMBINATION CONCRETE CURB AND GUTTER, TYPE 3B, MODIFIED | 2 | EA | \$ 1,736.83 | \$ 3,473.66 | 0.00 | \$ - | 88.00 | \$ 10,394.56 | 88.00 | \$ 10,394.56 |
| 29 | 907-617-A001 | RIGHT-OF-WAY MARKER | 5,122 | LF | \$ 13.20 | \$ 67,610.40 | 0.00 | \$ - | 2.00 | \$ 3,473.66 | 2.00 | \$ 3,473.66 |
| 30 | 907-618-A001 | MAINTENANCE OF TRAFFIC | 42 | EA | \$ 182.85 | \$ 7,679.70 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 31 | 907-618-B001 | ADDITIONAL CONSTRUCTION SIGNS | 1 | LS | \$ 16,258.00 | \$ 16,258.00 | 0.23 | \$ 3,773.48 | 0.00 | \$ - | 0.23 | \$ 3,773.48 |
| 32 | 620-A001 | MOBILIZATION | 1 | SF | \$ 10.00 | \$ 10.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 33 | 907-626-C008 | 6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE | 1 | LS | \$ 23,002.53 | \$ 23,002.53 | 1.00 | \$ 23,002.53 | 0.00 | \$ - | 1.00 | \$ 23,002.53 |
| 34 | 907-626-E003 | 6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW | 6,638 | LF | \$ 0.50 | \$ 3,319.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 35 | 907-626-G004 | THERMOPLASTIC DETAIL STRIPE, WHITE | 4,984 | LF | \$ 0.55 | \$ 2,741.20 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 36 | 907-626-G005 | THERMOPLASTIC DETAIL STRIPE, YELLOW | 774 | LF | \$ 0.83 | \$ 642.42 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 37 | 907-626-H004 | THERMOPLASTIC LEGEND, WHITE | 3,378 | LF | \$ 0.77 | \$ 2,601.06 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 38 | 907-626-H005 | THERMOPLASTIC LEGEND, YELLOW | 58 | LF | \$ 2.20 | \$ 127.60 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 39 | 627-K001 | RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS | 464 | SF | \$ 5.50 | \$ 2,552.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 40 | 627-L001 | TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS | 44 | EA | \$ 11.00 | \$ 484.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 41 | 630-A002 | STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS | 134 | EA | \$ 9.90 | \$ 1,326.60 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 42 | 630-C003 | STEEL U-SECTION POSTS, 3.0 LB/FT | 69 | SF | \$ 44.00 | \$ 3,036.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 43 | 907-699-A002 | ROADWAY CONSTRUCTION STAKES | 109 | LF | \$ 11.00 | \$ 1,199.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 44A | 907-403-M001 | WARM MIX ASPHALT, ST, 12.5-MM MIXTURE | 1 | LS | \$ 31,800.00 | \$ 31,800.00 | 0.50 | \$ 15,900.00 | 0.00 | \$ - | 0.50 | \$ 15,900.00 |
| 45A | 907-403-M004 | WARM MIX ASPHALT, ST, 19-MM MIXTURE | 1,806 | TON | \$ 85.46 | \$ 154,340.76 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| CHANGE ORDER NUMBER ONE (Approved July 28, 2015) | | | 2,655 | TON | \$ 77.00 | \$ 204,435.00 | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| 46 | 203-EX017 | BORROW EXCAVATION, AH, FME, CLASS 9 (Added to Quantity above) | 12,573 | CY | \$ 11.93 | \$ - | 0.00 | \$ - | 0.00 | \$ - | 0.00 | \$ - |
| PROJECT TOTAL | | | | | | | | \$ 241,840.59 | \$ 180,305.32 | | 0.00 | \$ 422,145.92 |

STATE OF MISSISSIPPI



JIM HOOD
ATTORNEY GENERAL

OPINIONS
DIVISION

November 15, 2013

Monica Joiner, Esq.
Attorney, City of Canton
Post Office Box 1605
Canton, Mississippi 39046

Re: Interlocal Cooperation Agreement between the City of Canton and
Madison County, Mississippi; Woodland Drive/Watford Drive Project

Dear Ms. Joiner:

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 repair, extension and resurfacing of streets between the City of Canton and Madison County.

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. We should note that the agreement must have been approved by resolution on the minutes of the governing authorities who are parties to the agreement. 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.

Monica Joiner, Esq.
November 15, 2013
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

Enclosure

OFFICIAL OPINION

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Canton, 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 1972, codified at §17-13-1, et seq., Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS:

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 City of Canton, Mississippi.

"County" shall mean Madison County, Mississippi.

"Project" shall mean the construction of the extension of Woodland Drive and the improvement of Watford Drive pursuant to a Non-Urban Surface Transportation Program Fund Grant from MDOT through the Central Mississippi Planning and Development District, and the County shall provide match funds for the subject grant, which is in the amount of \$1 million, for the purposes of engineering fees and other uses for assistance in construction and materials.

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 the County and the citizens of each through the

improvement of streets and related Infrastructures.

3. The term of this Agreement shall extend through completion of the Project.

4. In order to provide for the infrastructure improvements and necessary and required engineering fees, it is necessary and in the public interest for the County to cooperate with the City by entering into this Agreement.

5. The City and the County desire to enter into this Agreement for the purposes of street repair and extension, resurfacing and necessary and required engineering fees 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 the 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 necessary and reasonable engineering fees for improvements and extension of streets and related infrastructure known as Woodland Drive Extension and Watford Drive Improvement in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00) by the County.

8. It is in the best interest of the citizens of the City that the City enter into and execute this Agreement; and, it is in the best interest of the citizens of the entire County for the County to 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 Mississippi Code §21-37-3, and the County is authorized by Mississippi Code §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 contingent upon funds being available to the City through Non-Urban Transportation Program Grant Funds administered by MDOT and the Central Mississippi Planning and Development District, which heretofore has been approved. Upon completion, the City shall thereafter assume responsibility for maintenance and upkeep of the Project streets. The County will reimburse the City for work done in the participating grant for extension and repair of streets, as well as necessary and required engineering fees on a monthly basis not later than thirty (30) days after delivery by the City of documentation of costs incurred. (Said documentation to include location of the work and itemization of the cost items are enforced from third party contractor.) The County shall reimburse the City a maximum contribution of Two Hundred Thousand Dollars (\$200,000.00). The City will perform the work primarily through the use of contractors and engineers with some possible incidental work being performed by City personnel and

equipment.

In that Rudy M. Warnock, Jr., P.E., is the City Engineer, as well as the Engineer for the Madison County Board of Supervisors, it is agreed that he and his firm shall perform the design and construction engineering on the subject property.

SECTION 5: Operation of Agreement and the Infrastructure Improvement. 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, 2014, or when the work is completed, whichever occurs first. At the termination of the Agreement, any property owned by the City and the 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.

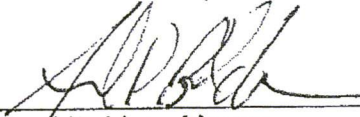
SECTION 7: Amendment. This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act.

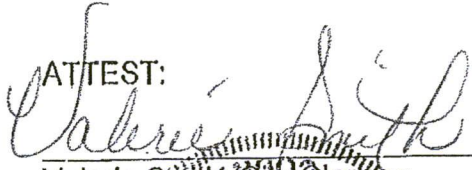
SECTION 8: Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters. The City has acquired or will acquire all property needed for the Project.

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 a duly authorized officers of the City and the County as of the 15 day of October, 2013.

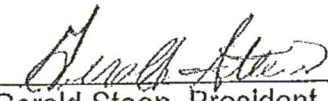
CITY OF CANTON, MISSISSIPPI

By: 
Arnel Bolden, Mayor

ATTEST:

Valerie Smith, City Clerk



MADISON COUNTY, MISSISSIPPI

By: 
Gerald Steen, President
Board of Supervisors

ATTEST:

Arthur Johnston, Clerk
Board of Supervisors

