


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

June 25, 2018

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 Ridgeland
Request for Reimbursement
Gateway North Subdivision

Per the Interlocal Agreement between Madison County and the City of Ridgeland which received approval from Madison County Board of Supervisors on October 16, 2017, the City of Ridgeland has requested reimbursement for Gateway North Subdivision.

The Engineering Department has verified that paving has been completed. Therefore, it is recommended that the Board authorize reimbursement to the City of Ridgeland in the amount of \$89,000.00, per the agreement.

10/16/2017

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY,
MISSISSIPPI AND THE CITY OF RIDGELAND, MISSISSIPPI REGARDING THE
FUNDING OF CERTAIN STREET IMPROVEMENTS (2018 PROGRAM)**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Ridgeland, 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 Ridgeland, Mississippi.

"County" shall mean Madison County, Mississippi.

"Project" shall mean the rebuilding and overlay of the streets and roads listed on Appendices A and B in the City of Ridgeland, 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. This Agreement will terminate on October 1, 2018, or when the work is completed and payment made, whichever comes first.

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 for fifty percent (50%) of the costs incurred in the performance of work necessary to accomplish the rebuilding and/or paving of the streets and roads identified in Appendix A, up to a maximum contribution by the County of eighty-nine thousand dollars and zero cents (\$89,000.00). The County further agrees to reimburse the City for the costs incurred in the performance of work necessary to accomplish the rebuilding and/or paving of the streets and roads identified in Appendix B, up to a maximum contribution by the County of two hundred and thirty-four thousand dollars and no cents (\$234,000.00).

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 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 rebuilding and/or paving of the streets and roads identified in Appendix A, up to a maximum contribution by the County of eighty-nine thousand dollars and zero cents (\$89,000.00). The County further agrees to reimburse the City for the costs incurred in the performance of work necessary to accomplish the rebuilding and/or paving of the streets and roads identified in Appendix B, up to a maximum contribution by the County of two hundred and thirty-four thousand dollars and no cents (\$234,000.00). 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 1, 2018, with a final invoice to the County submitted not later than August 31, 2018, 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 October 1, 2018, 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 _____, 2017.

CITY OF RIDGELAND, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

MADISON COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

(SEAL)

APPENDIX A

| Street Name/Description | Cost Share | |
|---------------------------|--------------------|--------------------|
| | City | County |
| Gateway North Subdivision | | |
| ✓ Chinquapin Cove | \$11,500.00 | \$11,500.00 |
| ✓ Clear Water Cove | \$9,000.00 | \$9,000.00 |
| ✓ Edgewater Drive | \$28,500.00 | \$28,500.00 |
| ✓ Gateway Drive | \$15,000.00 | \$15,000.00 |
| ✓ Lakeshore Drive | \$14,500.00 | \$14,500.00 |
| ✓ River Gate Cove | \$10,500.00 | \$10,500.00 |
| TOTAL | \$89,000.00 | \$89,000.00 |

APPENDIX B

| Street Name/Description | |
|--|---------------------|
| Old Agency Road | \$134,000.00 |
| Rice Road (from Pear Orchard Road to Highway 51) | \$100,000.00 |
| TOTAL | \$234,000.00 |



June 4, 2018

Mr. Shelton Vance
Madison County Administrator
125 West North Street
P.O. Box 608
Canton, MS 39046

RE: REQUEST FOR REIMBURSEMENT
2018 Madison County Street Improvement Program
Gateway North Subdivision
City of Ridgeland, Madison County, Mississippi

Dear Mr. Vance,

We are sending you this letter to provide written notification that the street improvements in Gateway North subdivision are complete, and to request reimbursement for this work in the amount of **\$89,0000.00**. These street improvements in Gateway North were listed in the 2018 Madison County Street Improvement Program, and the terms for Madison County's contribution were assigned in the October 16, 2017 Interlocal Agreement between the City of Ridgeland and Madison County. The City of Ridgeland has incurred expenses totaling \$226,487.71 in order to repair these streets; however, 50% of our invoice total exceeds Madison County's maximum contribution limit set in the Interlocal Agreement. Evidence of payment and documentation of costs incurred are provided in the attachments with this letter.

Should you require additional information please contact Mike McCollum or Christopher Bryson in our Public Works Department, phone number 601-853-2027. Thank you for your consideration of our request.

Sincerely,

Gene F. McGee
Mayor
City of Ridgeland

cc: Sheila Jones, Madison County Board of Supervisors President, District 1
Gerald Steen, Madison County Board of Supervisors Vice-President, District 3
Cornelius Bacon, Madison County Road Manager
John M. McCollum, Public Works Director, City of Ridgeland
Wes Hamlin, City of Ridgeland Alderman, Ward 6
D.I. Smith, City of Ridgeland Alderman-At-Large

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.856.7113 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • Paula W. Tierce, phr - city clerk / human resources director

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

GATEWAY NORTH SUBDIVISION

| Vendor | P.O. # | Total Amount | Madison County | Ridgeland |
|-----------------------------------|---------------|-------------------------|-----------------------|----------------------|
| Bulldog Construction Co, Inc. | 18-58372 | \$ 25,070.00 | \$ 12,535.00 | \$ 12,535.00 |
| Blurton, Banks & Associates, Inc. | 18-58436 | \$ 12,952.00 | \$ 6,476.00 | \$ 6,476.00 |
| Southern Pipe & Supply Co, Inc. | 18-58437 | \$ 5,693.20 | \$ 2,846.60 | \$ 2,846.60 |
| Bulldog Construction Co, Inc. | 18-59332 | \$ 9,590.00 | \$ 4,795.00 | \$ 4,795.00 |
| Adcamp | 18-59399 | \$ 173,182.51 | \$ 86,591.26 | \$ 86,591.26 |
| INVOICED TOTAL | | \$ 226,487.71 | \$ 113,243.86 | \$ 113,243.86 |
| | | ALLOWABLE LIMIT | \$ 89,000.00 | NONE |
| | | AMOUNT REQUESTED | \$ 89,000.00 | |