

MAYOR
Walter C. Morrison, IV

CITY CLERK
Lindsay Kellum

POLICE CHIEF
Wendell Watts

**MUNICIPAL COURT
CLERK**
Stephanie Gerlach

**PLANNING & ZONING
ADMIN.**
Mike McCollum

BUILDING OFFICIAL
William Hall

CITY OF GLUCKSTADT
MISSISSIPPI



**343 DISTRIBUTION DRIVE
GLUCKSTADT, MS 39110**

ALDERMEN

Miya Bates

Jayce Powell

Wesley Slay

John Taylor

Lisa Williams

August 17, 2023

Madison County Board of Supervisors
Mr. Gerald R. Steen, President
P.O. Box 608
Canton, MS 39046

Re: Reimbursement Request for Certain Streets in Ridgefield Subdivision, in Accordance with
4/17/23 Cooperation Agreement Between Madison County and the City of Gluckstadt

Dear Supervisor Steen,

The City of Gluckstadt is requesting reimbursement for the repair, milling and asphalt overlay of certain streets in the City of Gluckstadt, mainly Ridgefield Subdivision, in accordance with the executed 4/17/23 Cooperation Agreement (enclosed). In the Cooperation Agreement between Madison County and the City of Gluckstadt, the County agreed to reimburse the city for pavement of two streets within Ridgefield Subdivision (Ridgefield Drive and Parkfield Drive) for a maximum reimbursement of \$325,000.00. The cost of the work for these specific streets only totaled \$275,469.60.

Therefore, the City requests reimbursement of the \$275,469.60 at the county's earliest convenience.

We have provided proof of payment with this letter as required by the Cooperation Agreement (enclosed). You may contact our Public Works Director Mike McCollum, or City Clerk Lindsay Kellum, at 769-567-2306, should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Walter Morrison". The signature is written in a cursive style with a large initial "W".

Walter C. Morrison, IV.
MAYOR, CITY OF GLUCKSTADT

cc: Board of Aldermen, City of Gluckstadt
Lindsay Kellum, City Clerk
Scott Maugh, Deputy City Clerk
Mike McCollum, Planning and Zoning Admin. / Public Works

MM/mm
(Enclosures)

**COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI, AND THE CITY OF
GLUCKSTADT, MISSISSIPPI REGARDING THE FUNDING OF CERTAIN ROAD IMPROVEMENTS
LOCATED WITHIN THE CITY OF GLUCKSTADT, MS**

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

"County" shall mean Madison County, Mississippi.

"Project" shall mean the reconstruction, repairing, overlaying and associated improvements of certain streets located in the City of Gluckstadt, as identified in Appendix "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 results given said available funding.

2. The governing authorities of the City and County desire to mutually enter an 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 improvements of streets and related infrastructure.
3. This Agreement shall terminate when the Project described in Appendix "A" shall have been completed with the available funds, but no later than December 31, 2023.
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 County desire to enter into this Agreement for the purpose of street repair and resurfacing which will enable 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 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 assume the work necessary to undertake the Project. The County agrees to reimburse the City for expenses associated with the Project up to a maximum of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00)
8. It is in the best interests of the citizens of the City that the City would enter in to 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 INCONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND COUNTY, THE CITY AND 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 3 herein.

Section 2. Purpose: The purpose of this Agreement is to define the respective responsibilities of the City and County, as regards the financing and completion of the Project, as defined above.

Section 3. Organization and Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City is authorized by §21-37-3 MS Code of 1972 (Annotated), and the County is authorized by §19-3-41 MS Code of 1972 (Annotated) to exercise and to carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The authority for City and County to enter into this Cooperative Agreement is discussed within MS AG Op., *Davis* (December 27, 2007.)

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 roads and streets. The County will reimburse the City for all 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 the costs incurred in performance of work necessary to accomplish the Project, up to a maximum of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00). 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 performed by City personnel and equipment. The City will complete work on the Project not later than December 31 2023, with a final invoice to the County submitted not later than January 31, 2024, and payment made as set forth above. Any portion of the Project not completed or invoiced within this time frame will not be eligible for reimbursement of the County's share of the Project.

Section 5. Post-Project Responsibilities. Upon completion of the Project, responsibilities for maintenance and upkeep of the improved roads will be the responsibility of the City.

Section 6. Termination, Disposition or Property. This Agreement will terminate on December 31, 2023. 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 work has been completed.

Section 7. Amendment. This Agreement may be amended at any time by the mutual consent of the City and County by an agreement mutually entered into by the parties pursuant to the provisions of this Cooperation Agreement.

Section 8. Effective Date. This Agreement will be effective as of the date it is approved by the respective governing bodies of the City and County, and also upon the action by both bodies to place the signed Cooperative Agreement upon the minutes of each participating body. The initial term of this Agreement shall commence on the effective date hereof and extend through completion of the Project.

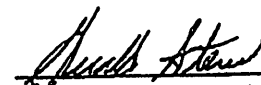
WITNESS the signatures of the duly authorized officers of the City and County, on this the

17 day of April, 2023.

For: CITY OF GLUCKSTADT, MISSISSIPPI:


Walter Morrison IV, Mayor

For: MADISON COUNTY, MISSISSIPPI


Gerald Steen, President
Board of Supervisors

ATTEST:

Lindsey Kellum
City Clerk



ATTEST:

Ronny Holt Chancery Clerk
Chancery Clerk by Jana Beaman, D.C.



EXHIBIT "A"

The streets and roads listed below constitute those streets and roads that are subject to reconstruction, repair, overlay and other improvements, as being associated within the definition of the "Project", as described in the Agreement:

Name of Road and Amounts to be Reimbursed by County:

Ridgefield Drive

Parkfield Drive

Total for Both Roads \$325,000.00



Gluckstadt, MS

Docket of Claims Register

APPKT00322 - August 2023 Claims Docket

By Docket/Claim Number

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00232	A-1 Transmission, Inc. 082023	2023451 transmission for Chevy Tahoe McCarty	Invoice	08/09/2023	transmission repair for Chevy Tahoe M	001-200-57000	3,600.00 3,600.00
00136	Adcamp Inc. 42447	2023452 Asphalt Bid for resurfacing 4 streets	Invoice	08/09/2023	Bradfield Road Resurfacing	001-301-91200	570,173.60 230,815.70
					Cress Ridge Drive Resurfacing	001-301-91200	56,373.80 ✓
					Parkfield Drive Resurfacing	001-301-91200	105,713.10
					Ridgefield Drive Resurfacing	001-301-91200	169,783.50 ✓
					Asphalt and Labor	001-301-91200	7,487.50
00262	Alpha Canine Training Center, Inc. 082023	2023453 Canine Dog and Training	Invoice	08/09/2023	Canine Dog and Training	001-200-90500	12,000.00 12,000.00
00078	Axon Enterprise, Inc. INUS160983	2023454 Axon X26 batteries, cartridges, holster:	Invoice	08/09/2023	21 FT Standard Cartridge, X26	001-200-90200	1,150.80 586.40
					Standard Cartridge-Alligator Clip	001-200-90200	69.40
					HOLSTER, L, X26, BLACKHAWK, 44H01	001-200-90200	229.40
					XDPM, SPARE CARTRIDGE BATTERY PA	001-200-90200	265.60
00086	Barry Hale 072023Hale	2023455 Hale Travel Reimburesment	Invoice	08/09/2023	Hale Travel Reimburesment	001-200-61000	866.01 866.01
00006	Bear Creek Water Association 072023	2023456 Water & Sewer - July 2023	Invoice	08/09/2023	Water & Sewer - July 2023	001-195-63003	49.45 49.45
00269	Benchmark Construction Corp. 082023	2023457 PD Building Contractor Payment	Invoice	08/09/2023	PD Building Contractor	006-200-90100	84,406.81 84,406.81



City of Gluckstadt

P.O. Box 2210
343 Distribution Drive
Gluckstadt, MS 39110
769-567-2306

BankPlus
1243 Gluckstadt Road
Gluckstadt, MS 39110

CHECK # **601**

CHECK DATE
08/10/2023

PAY THIS AMOUNT
\$570,173.60

PAY ---Five Hundred Seventy Thousand One Hundred Seventy Three Dollars and 60/100 Cents---

TO THE ORDER OF Adcamp Inc.
PO Box 54246
Jackson, MS 39288-4246

Walter Morrison
Lindray Kellum

[REDACTED]

CITY OF GLUCKSTADT

VENDOR: 00136 Adcamp Inc.

601

08/10/2023

DATE	INVOICE #	PO #	DESCRIPTION	AMOUNT
8/9/2023	42447	202300079	Asphalt Bid for resurfacing 4 streets	562,686.10
8/9/2023	42527	202300125	Emergency Pothole Repair at Yandell & Clarkdell	7,487.50

CHECK TOTAL 570,173.60