



CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

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Cobie Collins, President
Les Childress, Vice President
Isla Tullos, Secretary-Treasurer
Michael Monk, Chief Executive Officer

October 25, 2017

Mr. Shelton Vance
County Administrator
Madison County Board of Supervisors
125 West North Street
Canton, MS 39046

Dear Mr. Vance:

Please find enclosed three copies the proposed contract for the development of a Comprehensive Plan and Zoning Ordinance updates for Madison County. You will note that we have included the update of the County's GIS Map Viewer in this contract, and the Plan will be formatted in an online "Story Map" form. As always, we will also provide the County with hard copy versions of the plan and zoning ordinance as well.

Madison County is eligible for financial assistance from the Metropolitan Planning Organization (MPO) to help offset the cost of the Plan. This assistance is reflected in the compensation section of the contract as well.

Upon approval by the Board of Supervisors and execution by the County, please return all three originals to me for execution by CMPDD. We will return one original to the County for your records.

Should you have any questions, or if I can be of any additional assistance, please be in touch.

Sincerely,

Gray M. Ouzts, AICP
Community and Economic
Development Planner

Enclosure

cc: Carl Allen, Director of Planning

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of the _____ day of _____, 2017, by and between Madison County, Mississippi (herein called "Madison County") and the Central Mississippi Planning and Development District (herein called "CMPDD").

WITNESSETH THAT:

WHEREAS, Madison County desires to engage CMPDD to render certain technical and professional services, hereafter described:

NOW, WHEREFORE, the parties hereto do mutually agree as follows:

1. Employment of CMPDD

Madison County hereby agrees to engage CMPDD and CMPDD hereby agrees to provide the services hereinafter described.

2. Scope of Services

CMPDD will furnish all personnel to perform the comprehensive plan and zoning services described in the "Scope of Services," which is attached hereto and made a part hereof by reference.

3. Period of Performance

CMPDD will undertake and complete performance of the services referred to in "Scope of Services", upon execution of this contract by both parties, and ending upon completion of the "Scope of Services." CMPDD will provide a draft Comprehensive Plan for adoption to the Board of Supervisors within 12 months of the notice to proceed date established by the execution of this contract. Zoning Ordinance amendments will be presented within 15 months of the notice to proceed date established by the execution of this contract.

4. Compensation

Compensation to CMPDD for Comprehensive Plan tasks outlined in the "Scope of Services" shall be on a fixed fee basis. Madison County agrees to pay a fixed fee of Thirty-Five Thousand (\$35,000) for the Comprehensive Plan update and Ten Thousand (\$10,000) for the Zoning Ordinance update. The fixed fee includes incidentals such as travel expenses, copies, telephone, etc. CMPDD, as the Metropolitan Planning Organization, shall commit Sixty-Five Thousand (\$65,000) in Federal Transportation funds to provide the remainder of the Comprehensive Plan's costs.

5. Method of Payment

CMPDD shall invoice Madison County on a quarterly basis as costs are incurred for that quarter. Madison County agrees to pay the amount shown on each invoice within 45 days of receipt of the invoice from CMPDD.

6. Termination for Cause and Convenience

At any time for convenience or if, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, this Contract may be terminated by giving thirty (30) days written notice to the other party of such termination. If this Contract is terminated by CMPDD as provided herein, Madison County will be reimbursed equal to its contribution, less any costs actually incurred by CMPDD that are directly attributable to the services covered by this Contract. If this Contract is terminated by Madison County as provided herein, CMPDD will be reimbursed equal to its contribution, less any costs actually incurred by Madison County that are directly attributable to the services covered by this Contract. Upon termination of this Contract, for any reason, CMPDD will deliver to Madison County all work products prepared, or partially prepared, as of the date of termination.

7. Changes

This contract may be altered from time to time with the approval of both the parties. Such changes, including any increase or decrease in the amount of Madison County's contribution, shall be incorporated in written amendments to this Contract.

8. Interest of Members of Madison County

No officer, member, or employee of Madison County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

9. Personal Assistance and Professional Services Furnished by the Recipient to CMPDD

CMPDD, through its authorized representatives, shall have access to all files and records relating to this Contract. CMPDD shall also furnish normal assistance required for the expeditious completion of the work to be done by Madison County under the terms of this contract to consist of, in part, occasional work space and office facilities to include typing, local telephone service, copying service, message center, forms and information distribution.

10. Madison County Cooperation

Madison County hereby agrees that its officials and employees will cooperate with CMPDD in the discharge of its responsibility under this Contract and will be available for consultation at such times as may be mutually agreeable to both parties. Madison County shall make available to CMPDD or its designated agents, all data, records, reports, maps, or other information as are existing, available, and necessary for carrying out this Contract.

11. Records

All records of CMPDD shall be maintained for a minimum period of three years from the date of project closeout.

12. Products of this Contract

It is understood and acknowledged by Madison County that CMPDD shall retain ownership of all work products it develops as necessary to produce the items that CMPDD is required to produce under this agreement. Such work products shall include, but shall not necessarily be limited to: digital data, research materials, working papers, and other internal documents. Madison County shall retain ownership of all products delivered to Madison County by CMPDD under this agreement.

IN WITNESS WHEREOF, CMPDD and Madison County have executed this Agreement as of this date first above written.

ATTEST:

CENTRAL MISSISSIPPI PLANNING
AND DEVELOPMENT DISTRICT

“CMPDD”

Shay Lipe
Director of Finance

Michael Monk
Chief Executive Officer

ATTEST:

MADISON COUNTY, MISSISSIPPI

“MADISON COUNTY”

Ronnie Lott
Chancery Clerk

David Bishop
President

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned in and for said County and State, the within named Ronnie Lott and David Bishop, who acknowledged to me that they are the Chancery Clerk and President of Madison County, Mississippi, respectively and that as such they did sign, execute and deliver the foregoing instrument, having affixed the County seal thereto, for the purposes therein stated, in the name of, for and on behalf of said County, they being first duly authorized to do so.

Given under my hand and official seal, this the ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned individual in and for said County and State, the within named Michael Monk and Shay Lipe, who acknowledged to me that they are the Chief Executive Officer and Director of Finance of the Central Mississippi Planning and Development District, Incorporated, respectively, and that as such they did sign, execute and deliver the above foregoing instrument, having affixed the corporate seal thereto, for the purposes therein stated, in the name of, for and on behalf of said corporation, they being first duly authorized so to do.

Given under my hand and official seal, this the ____ day of _____, 2017.

Debbie Johnson
Notary Public

My Commission Expires:

SCOPE OF SERVICES:

PART I: COMPREHENSIVE PLAN UPDATE

CMPDD will prepare a Comprehensive Plan for Madison County, Mississippi, in accordance with the requirements of Miss. Code Ann. § 17-1-1, et seq.

Task 1: Preparation of a Base Map of the Study Area

CMPDD shall prepare a base map of the unincorporated areas of Madison County ("Study Area"). This base map shall include all streets, roads, and highways, streams and bodies of water, major utility (natural gas, electrical, etc) lines, property lines from Madison County's property maps, and other features, such as schools, libraries, fire stations, etc.

Task 2: Seek Public Input

As part of this project, CMPDD shall develop and conduct an online survey designed to collect opinions and input from citizens.

Task 3: Inventory of Existing Conditions in the Study Area

CMPDD shall conduct an inventory of all existing land uses within the Study Area by standard land use classification. Color-coded display maps depicting all existing land uses shall be prepared at a suitable scale using the GIS base map developed under Task 1. The inventory shall include: single-family detached residential; multi-family residential; office-type commercial; general commercial uses; commercial uses involving outdoor display of merchandise, etc.; industrial (light and heavy); and public/quasi-public uses.

CMPDD shall develop current year population estimates for the Study Area based upon the 2010 US Census, residential building permits, and/or dwelling unit counts. Based in part upon the updated population estimates plus past Census figures, CMPDD shall develop population projections to the horizon year 2040.

Population and employment projections shall provide the foundation for the preparation of the elements of the proposed Comprehensive Plan including the Land Use Plan, Transportation Plan, and Community (Public) Facilities Plan as defined by Miss Code Ann. § 17-1-1.

Task 4: Goals and Objectives Element

CMPDD shall define the goals and objectives for the planning period (i.e. to the horizon year 2040). These goals and objectives shall address, at a minimum, residential, commercial, and industrial development; parks, open space, and recreation; street and/or road improvements; and community (public) facilities. The goals and objectives shall be developed, in part, through interviews with Madison County officials, surveys, and public input received at the public hearing.

Task 5: Land Use Plan Element

CMPDD shall prepare a digital Land Use Plan of the Study Area in text and map form that depicts the proposed general distribution and extent of the uses of the land for residences, commerce, industry, open space and recreation, public/quasi-public facilities and lands. This Land Use Plan shall be based, in part, upon projections of population and employment (by place of work) to the horizon year 2040 and upon the proposed Goals and Objectives element.

The Land Use Plan shall be produced in full color, at a large scale suitable for use in public hearings. The final adopted Land Use Plan shall also be included at a smaller (but clearly legible) scale in the Comprehensive Plan report.

Development of the Land Use Plan shall include an analysis of Madison County's housing needs. CMPDD shall project Madison County's housing needs in terms of forecasted population growth through the horizon year 2040 and recommend areas that are most suitable for location of various forms of housing, including single-family detached (site-built) housing, manufactured homes, moderate density housing (such as patio homes and townhouses) and multi-family housing (condominiums and apartments).

CMPDD shall also review Madison County's current Zoning Ordinance, Zoning Map, and if necessary, Subdivision Regulations and make recommendations for amending this documents with respect to the Comprehensive Plan.

Task 6: Transportation Plan/Major Thoroughfares Plan

In accordance with Mississippi law, Madison County's Transportation Plan shall depict in map form the proposed functional classifications (principal and minor arterial, collector and local) for existing and proposed streets, roads, and highways for the same period as covered by the Land Use Plan. These functional classifications shall be defined on the Transportation Plan as to minimum right-of-way and surface width requirements.

CMPDD shall recommend improvements to Madison County's transportation network based upon traffic projections and land uses. The Transportation Plan shall make use of any available current transportation studies.

All other forms of transportation shall be addressed as appropriate. A Transportation Plan/Major Thoroughfares Plan shall be incorporated into the Land Use Plan, which shall be prepared as a display map and included in the final adopted Comprehensive Plan.

Task 7: Community (Public) Facilities Plan

CMPDD shall prepare a Community Facilities Plan in accordance with Mississippi law. Elements of the Community Facilities Plan shall include an inventory of existing facilities and projections (based in part upon the Study Area population projections performed under Task 3) of future needs through the horizon year 2040 for the following:

- **Public Buildings:** CMPDD shall determine space needs for: the administration buildings, law enforcement offices and jail facilities; public works; fire stations; libraries; civic centers; and other public building needs as appropriate.
- **Parks and Recreation:** CMPDD shall determine Madison County's parks and recreation needs through the horizon year 2040, including all types of facilities including but not limited to neighborhood playgrounds, bicycle and pedestrian facilities, and regional parks.
- **Utilities and Drainage:** CMPDD shall work closely with Madison County's engineer to determine Madison County's short and long range needs for water and sewer facilities by reviewing private water associations in the unincorporated portions of the Study Area.

With regard to storm drainage, CMPDD shall depict all floodplains (100-year) and floodways in the Study Area based upon the latest Flood Insurance Rate Maps (FIRM) produced by the Federal Emergency Management Agency. Floodplains shall be superimposed over proposed land use on the Land Use Plan, and all floodways shall be shown on the Land Use Plan.

Task 8: Web-Based Plan via Story Map & Enhancement of Web-Based GIS Mapping Viewer

CMPDD will develop a web-based version of the Plan in Story Map format using CMPDD's virtual server technology and ESRI ArcGIS Server Enterprise software. This internet based component will also utilize Madison County's existing GIS Map Viewer and enable accessibility to interactive land management maps and data layers including such elements as the Land Use Plan, zoning, flood zones and Transportation Plan. Additionally, CMPDD shall add all layers developed as part of this project (i.e., existing land use, land use plan, zoning, etc.) to the County's web-based GIS mapping application and viewer.

Public Hearings on Proposed Comprehensive Plan

Professional CMPDD planners shall present the proposed plan and answer questions at all hearings.

Adoption of Final Comprehensive Plan Draft

CMPDD shall submit a draft of the proposed Comprehensive Plan to the Board of Supervisors for review when completed. After review, any additional revisions shall be made by CMPDD prior to adoption of the final draft. The Comprehensive Plan shall be adopted by resolution.

Following formal adoption of the Comprehensive Plan by the Board of Supervisors, CMPDD shall print twenty-five (25) copies of the adopted plan for distribution as Madison County determines. Digital files of all material shall also be provided to Madison County.

PART II: ZONING ORDINANCE REVIEW AND RECOMMENDATIONS

CMPDD shall update Madison County's Zoning Ordinance. In accordance with Mississippi law, the updated ordinance shall be based upon all four elements of the adopted Comprehensive Plan. CMPDD shall review the current zoning ordinance, identify any potential problem regulations contained in the current ordinance or regulatory needs to bring the ordinance up to date, and then propose amendments to the Zoning Ordinance. The ordinance shall divide Madison County into zoning districts as deemed appropriate for the community. This review shall be done in consultation with Madison County officials.

Public Hearings on the Proposed Zoning Ordinance Amendments

CMPDD's personnel shall review each proposed amendment to the Zoning Ordinance with the Planning Commission and the Board of Supervisors and revise each amendment in accordance with their comments. CMPDD's personnel shall present the proposed Zoning Ordinance amendments at public hearings.

Copies of the Text of the Adopted Zoning Ordinance Amendments

The final Zoning Ordinance shall be revised to incorporate any changes resulting from the public hearings. Twenty-five (25) copies of the adopted ordinance shall be printed and delivered to Madison County. Digital files containing the text of the adopted ordinance and the Zoning map shall also be provided to Madison County by CMPDD.

Project Schedule for Preparation of Comprehensive Plan and Zoning Ordinance

CMPDD shall begin work on the Zoning Ordinance following completion of the Land Use Plan after approval of this contract. It should be noted, however, that the Comprehensive Plan must be adopted by resolution before the Zoning Ordinance and Map can be adopted.