

Department of Engineering  
Tim Bryan, P.E., County Engineer

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## MEMORANDUM

May 30, 2023

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
Karl Banks, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E.  
County Engineer

Re: Amended MOU with MMEIA  
Relocation of 30" Waterline in support of Reunion Phase 2

On June 6, 2022, the Board approved an MOU between Madison County and MMEIA to allow the county to relocate the 30" waterline that supports Nissan and is in conflict with the bridge construction over I-55 for Reunion Parkway Phase 2. Subsequently, it was requested that additional language be added to the approved MOU. The Engineering Department recommends approval of the attached "amended MOU."

The County Attorney has reviewed the "amended MOU."

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Madison County, Mississippi, a body politic, and the Mississippi Major Economic Impact Authority (MMEIA), an agency of the State of Mississippi, for the purpose of delineating the agreement of the parties to move a 30 inch water line as it relates to the construction of Reunion Interchange in Madison County, Mississippi.

Whereas, Madison County is in the process of developing and implementing a road program known as “Reunion Parkway” which originates at Bozeman Road, and travels easterly and intersects U.S. Interstate 55, intersects Parkway East Boulevard and terminates at U.S. Highway 51, North of Madison, Mississippi. Said roadway has been designated as the “Reunion Parkway.” Reunion Parkway is being developed to assist in managing the future transportation needs of central and north Madison County;

Whereas, Madison County is also proceeding to develop an interchange (“the Interchange”) at the intersection of Reunion Parkway and U.S. Interstate 55;

Whereas, as part of the Interchange Project, Madison County is required to re-locate a 30" water line that runs north and south adjacent to Interstate 55 (on the east side of I-55) to accomplish the construction of Reunion Interchange; the water line is:

- a. Owned by MMEIA,
- b. Operated by Pearl River Valley Water Supply District (“PRV”), and
- c. Supplied with water by the City of Jackson to the entities of Canton Municipal Utilities (“CMU”) and Bear Creek Water Association (“BCWA”)

In consideration of the mutual promises and covenants contained herein, the

parties agree as follows.

1. Madison County shall coordinate all design and construction for the relocation of the water line with the MMEIA designated engineering representative, Chad A. Wages, P.E., Civil-Link, LLC.
2. At its own cost, Madison County will acquire all necessary easements and transfer said easements to MMEIA for the re-location of the 30" pipeline, which shall be subject to the review and approval of MMEIA and shall include language provided by MMEIA;
3. Madison County agrees to perform or have performed all future work required in completing the design and construction of the water line relocation. In doing so, Madison County agrees to utilize, as much as possible and practical, work previously performed regarding the design of the relocation and make every effort to ensure that MMEIA receives the benefit of the engineering work done to date and to minimize any additional expense by making use of work already performed.
4. Madison County agrees to use its best efforts to develop this project in an expeditious manner so as not to delay the project in any unnecessary way and to provide the minimum interruption of water service to CMU and its customers. Madison County agrees that the project shall be completed by May 31, 2023, unless it notifies MMEIA at least 30 days in advance of any delay and agrees to provide in writing the reasons for such delay. Madison County will make a good faith effort to complete the project no later than February 28, 2023.

5. MMEIA agrees to cooperate with and assist Madison County in developing any necessary agreements to allow Madison County to move forward with its permit application with the Mississippi Department of Transportation (MDOT) and/or the Federal Highway Administration (FHWA). It is agreed by the parties hereto that MMEIA has no responsibility for securing permits from MDOT or FHWA.
6. Madison County agrees that it will coordinate and handle all issues related to the relocation of the water line including, but not limited to, all issues with MMEIA, PRV, CMU, BCWA and Nissan North America, the prime user of the water line at issue.
7. All bonds and insurance policies, including, but not limited to, general liability, professional liability and fidelity bond insurance, shall name the State of Mississippi and MDA as additional insureds and loss payees as their interests may appear.

WHEREFORE, the parties hereto have executed this Agreement as of the date their respective signatures were properly notarized.

MISSISSIPPI MAJOR ECONOMIC IMPACT  
AUTHORITY

By: \_\_\_\_\_  
Executive Director

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2022, within my jurisdiction, the within named \_\_\_\_\_, who acknowledges that he is the Executive Director of the

Mississippi Major Economic Impact Authority, and as such, is duly authorized to execute the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_  
(SEAL)

MADISON COUNTY, MISSISSIPPI  
BOARD OF SUPERVISORS

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Madison County Board of Supervisors

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Chancery Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2022, within my jurisdiction, the within named \_\_\_\_\_ and \_\_\_\_\_, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors of Madison County, Mississippi, and that for and on behalf of said County and as its act and deed, they executed the above and foregoing instrument in their respective capacities, after first having been duly authorized by the Board of Supervisors of Madison County so to do.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_  
(SEAL)