



MADISON COUNTY BOARD OF SUPERVISORS

125 West North Street • Post Office Box 608
Canton, Mississippi 39046
601-855-5500 • Facsimile 601-855-5759
www.madison-co.com

December 14, 2018

Sheila Johnson
Trustmark Bank
As Trustee for Parkway South PID
248 East Capitol St, Suite 820
Jackson, MS 39201

Sheila,

Attached to this letter is:

1. A copy of the Contribution Agreement (CA) between the Parkway South Public Improvement District (PID) and Madison County, Mississippi (MC),
2. A summary of shortfall advances and repayments associated with the CA,
3. A copy of the collection agreement between the PID and MC,
4. Details of 2016 and 2018 financial transactions related to annual tax sale processes, and
5. A spreadsheet of shortfall, repayment, and redemption distributions.

Please allow me to direct your attention to page 3 of the CA, section 3, labeled County Contribution. Midway through the paragraph, the document reads:

"The parties also agree that, in the event of a sale of a parcel of land for taxes (pursuant to Section 19-31-33 of the Act) upon which a Special Assessment was levied but not collected, the County shall be immediately reimbursed for the County's advance to such deficiency with the proceeds of such tax sale. The amount of such reimbursement shall be equal to the amount the County advanced to the paying agent, and/or the Bond trustee, pursuant to this Section 3, including any interest accrued thereon at the statutory rate."

This section of the CA refers to the annual tax sale. As a result of tax sale processes, there have been 3 instances of land either being sold to a purchaser or redeemed to prevent escheatment to the state, since the PID's settlement of the 2014 redemption funds.

While MC is not disagreeing that the PID is due the collection of special assessments and related interest amounts, the CA indicates that the PID would owe to MC immediate repayment of the special assessment shortfall payment and any accrued interest (both delinquent interest from February 1 until

the tax sale and purchaser's interest from the tax sale until redemption). There has been no settlement of these funds for the 2016 and 2018 tax sale and redemption events.

The methodology used to construct a settlement to the county of these 2016 and 2018 redemption funds follows the method developed for settlement of the 2014 redemption funds.

In addition to any special assessments or interest calculations that may be due, the PID has a general collection agreement with MC. This agreement calls for a 3% commission of gross collections to be paid to MC.

Please consider the following transactions:

For the 2016 redemption (2014 tax collection year), the trustee/PID repaid the special assessment due on or about April 2016. However, a commission of 3%, interest to the date of the tax sale, and interest to the date of repayment remains due to MC.

Commission:

Total Collections ($\$300,090.81 + \$21,006.35 + \$120,411.44$) * .03 \$13,245.26

Delinquent Interest:

From February 1 until Tax Sale (August) @ 1% per month
($\$190,210.23 * .07$) \$13,314.72

Purchaser's Interest:

From Tax Sales (August 2014) until repayment (April 2016)
($\$190,210.23 * .30$) \$57,063.07

Total Due From 2016 Redemption: \$83,623.05

For the 2018 redemption (2016 tax collection year), the trustee/PID had repaid the special assessment due on or about April 2018. However, a commission of 3%, interest to the date of the tax sale, and interest to the date of repayment was due to MC.

Commission:

Total Collections ($\$265,719.66 + \$18,600.38 + \$106,620.02$) * .03 \$11,728.20

Delinquent Interest:

From February 1 until Tax Sale (August) @ 1% per month
($\$257,748.07 * .07$) \$18,042.36

Purchaser's Interest:

From Tax Sales (August 2014) until repayment (Nov 2017)
($\$152,264.39 * .225$) \$34,259.49

From Tax Sales (August 2014) until repayment (Apr 2018)
($\$105,483.68 * .3$) \$31,645.10

Total Due From 2018 Redemption: \$95,675.16

Additionally, from the 2016 tax sale, interest to the date of the tax sale was due to MC.

Delinquent Interest:

From February 1 until Tax Sale (August) @ 1% per month
(\$44,124.09 * .07)

\$ 3,088.69

Total Due From 2016 Tax Sale:

\$ 3,088.69

Total Due to MC from All Events

\$182,386.89

I am sure that you may have questions concerning these calculations. Please advise of a time that we can discuss these items.

Regards,



Shelton Vance, CPA
County Administrator

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made by and between **MADISON COUNTY, MISSISSIPPI**, (the "County") a political subdivision of the State of Mississippi, acting by and through its duly elected and serving Board of Supervisors (the "Board of Supervisors"), and **PARKWAY SOUTH PUBLIC IMPROVEMENT DISTRICT** ("Parkway South"), a public improvement district and body politic established within the County, acting by and through its duly appointed Board of Directors (the "Board of Directors"). **WHEREAS**, Parkway East Public Improvement District ("Parkway East") ("Parkway East" and "Parkway South" shall be collectively referred to herein as the "Districts") was originally established pursuant to an ordinance adopted on November 22, 2002 by the Board of Supervisors as authorized pursuant to the "Public Improvement District Act", codified as Sections 19-31-1 *et seq.*, of the Mississippi Code of 1972, as amended (the "Act"); and

WHEREAS, pursuant to that certain Petition and Agreement, dated September 17, 2004 (the "Petition") which was submitted to the Board of Supervisors by all those persons and/or entities owning land within Parkway East and the newly petitioned Parkway South (the "Petitioners"), the Board of Supervisors adopted an ordinance, dated November 22, 2004, wherein the boundaries of Parkway East were contracted and Parkway South was established according to the terms and conditions within the Petition and pursuant to the Act; and

WHEREAS, Parkway South was thereby formed for the purposes of, but not limited to, Parkway South: undertaking the construction, acquisition and/or financing of certain projects which are situated south of Bear Creek (the "District Projects" and individually, as the context implies, a "District Project"); and

WHEREAS, pursuant to the Petition, the Petitioners agreed and established procedures and formulae to provide full repayment to the County for certain engineering, architectural, legal and consulting costs heretofore paid by the County in connection with the District Projects (the "Reimbursed Costs"); and

WHEREAS, the Parkway South and its Petitioners that are potential beneficiaries of the District Projects will (and/or their successors or assigns will) be responsible for the payment of (i) a portion of the Reimbursed Costs due to the County, and (ii) all costs and expenses to be incurred by Parkway South in the construction and financing of the District Project and/or in the furtherance of Parkway South's purposes, all as previously agreed in the Petition, which costs are to be proportionately borne by Parkway South in the percentages set forth in the Petition; and

WHEREAS, in order to finance the construction and/or acquisition of the District Project as well as other public infrastructure projects for which Parkway South's Board of Directors authorize and/or otherwise undertake, it is contemplated that Parkway South will issue public improvement district bonds pursuant to the Act (the "Bonds"); and

WHEREAS, Parkway South intends to pay the debt service payments of principal of, premium, if any, and interest on any Bonds ("Debt Service Payment") it issues from special assessments levied and collected pursuant to the Act on land within Parkway South ("Special Assessments"), as contemplated herein and within the Petition; and

WHEREAS, pursuant to Section 19-31-17(o) of the Act, the County and Parkway South desire to enter into this Agreement in order to memorialize their mutual understanding with respect to the joint participation of the County and Parkway South in the financing of public infrastructure improvements and facilities to be located within the County and Parkway South and necessary to serve the needs of the people of the County and Parkway South; and

WHEREAS, the Board of Supervisors are the duly elected and serving governing authority of the County; and

WHEREAS, the Board of Directors of Parkway South are the duly appointed and serving governing authority of Parkway South.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and promises contained herein, the County and Parkway South do hereby agree as follows:

1. **Statutory Authority.** The County and Parkway South are authorized to fulfill the terms of this Agreement under the authority of Section 19-31-17 (o) of the Act.
2. **Effective Date.** This Agreement shall become effective from and after the date it has been approved by the Board of Supervisors and the Board of Directors and executed by the parties hereto.
3. **County Contribution.** Provided that the covenants, agreements and obligations of Parkway South as stated herein are performed and/or provided to the County's satisfaction, the County hereby agrees that in the event Parkway South fails, for any reason, to levy and/or collect (or have collected) a sufficient amount of Special Assessments from the owners of land within Parkway South in order to satisfy any Debt Service Payment, the County shall advance to the paying agent, and/or the Bond trustee, the outstanding amount required to satisfy the deficient Debt Service Payment. The parties also agree that, in the event of a sale of a parcel of land for taxes (pursuant to Section 19-31-33 of the Act) upon which a Special Assessment was levied but not collected, the County shall be immediately reimbursed for the County's advance to such deficiency with the proceeds of such tax sale. The amount of such reimbursement shall be equal to the amount the County advanced to the paying agent, and/or the Bond trustee, pursuant to this Section 3, including any interest accrued thereon at the statutory rate. Notwithstanding the

above, Parkway South hereby covenants and agrees to provide full reimbursement to the County, no later than two (2) years from the date the deficient Debt Service Payment is made, for the amounts the County provides to the paying agent, and/or the Bond trustee, pursuant to this Section 3, regardless of the source of the Parkway South funds to pay such reimbursement.

4. Requisitions. The proceeds of any Bonds issued by Parkway South shall be deposited with an independent trustee for the Bonds, said independent trustee to be agreed upon by the County and Parkway South. Any Bond proceeds which are to be expended to provide for District Projects shall be subject to requisition by Parkway South to the Bond trustee. The County and Parkway South hereby agree that an authorized County representative shall be a signatory to any requisition presented by Parkway South to the Bond trustee before Bond proceeds may be requisitioned for any costs for District Projects.

5. Prepayment of Assessments. Principal repayment for any Bonds issued by Parkway South to finance District Projects shall be amortized over a period of time as each Board of Directors deems appropriate with the written approval of the County. Provided, however, that upon the sale of any residentially zoned property within Parkway South, the entire Special Assessment levied against such residentially zoned property shall be prepaid and the funds from said prepayment shall be used to provide for a special mandatory redemption of an applicable portion of outstanding Bonds issued by Parkway South in which the residential property is located. Upon prepayment of the Special Assessment levied upon such residentially zoned property, the applicable property shall no longer be subject to further or additional Special Assessment of Parkway South. This Section 5 shall not apply to any sale of commercially zoned property within Parkway South. Notwithstanding the foregoing, it is the intention of the parties hereto that no property within Parkway South shall be residentially zoned.

6. Appraisal of Assessed Property. Parkway South agrees to provide the County with access to land within Parkway South as to provide the County the opportunity to obtain an independent appraisal from a qualified independent appraiser of all of the property subject to the levy of Special Assessments within Parkway South. For purposes of this Section 6, such appraisal shall be calculated without respect to the contemplated completion of the District Projects. The appraisal shall be for the purpose of determining whether such property will provide sufficient funds at tax sale to pay for the applicable Special Assessment levied against it.

The County hereby ^{(16) advance} agrees to pay all costs and perform all necessary hiring associated with the appraisal contemplated within this Section 6, and the determinations of such appraisal shall be final and not subject to contest by Parkway South. ^{(16) all costs of such appraisal to be promptly reimbursed to the County by Parkway South}

7. County Approval/Zoning Cooperation. The parties agree that the schedule of payment of principal of and interest on any Bonds issued by Parkway South shall be determined by the Board of Directors of Parkway South, subject to the written approval of the County. The County agrees to cooperate in developing a plan for the zoning of Parkway South and acknowledges that it is contemplated that Parkway South shall be zoned primarily commercial.

8. Contingency Fund. If the construction of any District Project is financed through the issuance of Bonds, Parkway South hereby agree to provide and maintain a separate contingency fund account equal to ten percent (10%) of the estimated costs of each constructed District Project and/or any other public infrastructure projects for which the Board of Directors authorizes and/or otherwise undertakes (the "Contingency Fund"). The Contingency Fund shall be used to provide for the payment of any cost overruns on any constructed District Project, as applicable. If, upon completion of a District Project and/or any other public infrastructure projects, and following acceptance of such projects by the County's engineer, there are funds

remaining in the applicable Contingency Fund, then such remaining funds shall be used to provide for a special mandatory redemption of outstanding Bonds issued to finance the applicable District Project. A Contingency Fund shall not be required for any completed District Projects which are acquired (as opposed to constructed) by Parkway South utilizing Bond proceeds.

9. Current Outstanding Invoices; Reimbursed Costs. Except as provided in Section 3 hereof, the parties hereby understand, acknowledge and agree that the County (unless otherwise agreed in writing) will not provide for further payment of any invoices submitted by vendors for work performed on any portions of any District Projects. Parkway South hereby reaffirms its agreement made in the Petition to provide its full proportionate payment to the County of the Reimbursed Costs immediately upon receipt of any proceeds from any financing for infrastructure improvements pursuant to Section 19-31-17(l) of the Act.

10. Certificates of Disinterest. The Board of Directors of Parkway South (and/or successors and assigns thereof) shall execute a certificate on his/her/its behalf attesting to his/her/its disinterest in any contracts with Parkway South, in accordance with Section 109 of the Constitution of the State of Mississippi. A copy of the Certificate of Disinterest is attached in substantial form as Exhibit A.

11. Bond Counsel. Parkway South hereby agrees to hire Butler, Snow, O'Mara, Stevens & Cannada, PLLC ("Butler Snow") as bond counsel for Parkway South with respect to any Bonds issued by Parkway South for the financing of District Projects provided, however, that if no Bonds are issued by Parkway South to finance District Projects or if Parkway South selects bond counsel other than Butler Snow, then Parkway South shall pay or provide for the payment of all fees and expenses incurred by Butler Snow in connection with Parkway South.

12. Duration. This Agreement shall be for the duration of any Bonds issued by Parkway South as same are required by this Agreement and as same are provided for in the Petition and ordinance of the County.

13. Amendment. This Agreement may be amended by mutual written consent of the County and Parkway South.

14. Severability. If any provision or portion of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in force, and shall be construed in a manner so as to affect the purposes of this Agreement to the fullest extent permitted by law.

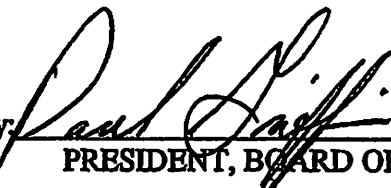
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Mississippi, without reference to principles of conflict of law.

16. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and negotiations with respect thereto, whether written or oral.


17. Counterparts. This Agreement may be executed and delivered in separate counterparts (including by facsimile or scanned transmission), each of which shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MADISON COUNTY, MISSISSIPPI

By: 
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:



CHANCERY CLERK



PARKWAY SOUTH PUBLIC IMPROVEMENT
DISTRICT

By: 

PRESIDENT, BOARD OF DIRECTORS

**Parkway South PID
Shortfall Advance and Repayment Summary**

Date	PID	Advanced Amount	Reimbursement Amount	Reimbursement Date	Source	Balance Due
5/1/2012	Parkway South	\$ 258,328.13	\$ (258,328.13)	4/29/2014	Trustee	\$ -
10/1/2012	Parkway South	\$ 186,983.19	\$ (186,983.19)	10/15/2014	Land Redemption	\$ -
4/1/2013	Parkway South	\$ 328,344.48	\$ (265,833.88)	10/15/2014	Land Redemption	\$ 62,510.60
			\$ (62,510.60)	10/15/2014	Land Redemption	\$ -
10/1/2013	Parkway South	\$ 177,550.00	\$ (177,550.00)	4/22/2015	Trustee	\$ -
4/29/2014	Parkway South	\$ 339,661.13	\$ (339,661.13)	5/1/2016	Trustee	\$ -
4/22/2015	Parkway South	\$ 421,574.51	\$ (421,574.51)	5/1/2017	Trustee	\$ -
10/21/2015	Parkway South	\$ 152,264.39	\$ (152,264.39)	11/15/2017	Trustee	\$ -
5/1/2016	Parkway South	\$ 634,164.38	\$ (634,164.38)	4/28/2018	Trustee	\$ -
5/1/2017	Parkway South	\$ 385,399.21				\$ 385,399.21
5/1/2018	Parkway South	\$ 729,400.00				\$ 1,114,799.21
11/1/2018	Parkway South	\$ 116,200.00				\$ 1,230,999.21
Total		\$ 3,729,869.42	\$ (2,498,870.21)			

EXECUTION COPY

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE PARKWAY SOUTH PUBLIC IMPROVEMENT DISTRICT
AND MADISON COUNTY, MISSISSIPPI
RELATING TO THE COLLECTION OF SPECIAL ASSESSMENTS**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made this ^{29th} day of August, 2007, by and among MADISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, MADISON COUNTY TAX ASSESSOR (the "Tax Assessor"), MADISON COUNTY TAX COLLECTOR (the "Tax Collector") (the "Tax Assessor" and "Tax Collector" shall be collectively referred to as the "County") and PARKWAY SOUTH PUBLIC IMPROVEMENT DISTRICT, a Mississippi public improvement district (the "Parkway South PID"), by and through its duly elected and qualified Board of Directors (the "PID Board").

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act of 1974 found in Section 17-13-1 *et seq.* of the Mississippi Code (1972, as Amended), local governmental units may cooperate and contract with one another to their mutual advantage to best serve the needs and development of local governmental units; and

WHEREAS, Section 19-31-1 *et seq.* of the Mississippi Code (1972, as Amended) is referred to as the Public Improvement District Act (the "Act"), which provides for the establishment of public improvement districts, their powers, and the collection of Special Assessments levied by the public improvement district; and

WHEREAS, pursuant to Section 19-31-1 *et seq.*, the Parkway South PID was duly created by Ordinance of the Board of Supervisors of Madison County, MS on November 22, 2004, and the area governed by the Parkway South PID consists of approximately 215 acres of land (the "PID District"); and

WHEREAS, pursuant to Section 19-31-17 of the Act, the Parkway South PID has the authority, through its Board of Directors, to cooperate with, contract, or enter into agreements with other governmental agencies, including the governing bodies of counties and/or municipalities, as may be necessary, convenient, incidental or proper in connection with any of the powers, duties or purposes authorized by the Act; and

WHEREAS, pursuant to Section 19-31-33 of the Act, the Parkway South PID has the authority to assess and levy special assessments ("Special Assessments") in order to pay for the debt service on any bonds issued by the Parkway South PID in accordance with the Act (the "Bonds"); and

WHEREAS, pursuant to Section 19-31-33 of the Act the County is required to assess and collect such Special Assessments in the same manner and at the same time as ad valorem taxes; and

WHEREAS, the parties hereto wish to set forth their mutual understandings with respect to the method of collection and to memorialize their respective willingness to proceed to accomplish the assessment and collections of the Special Assessments.

NOW, THEREFORE, the parties agree as follows:

1. Authority. Pursuant to Section 19-31-33 of the Act, the County has authority to assess and collect the Special Assessments on behalf of the Parkway South PID in the same manner and at the same time as ad valorem taxes, and is entitled to reasonable compensation for preparing the tax rolls and collecting the Special Assessments.

2. Duties and Obligations of County. The County agrees to perform the following services for and on behalf of the Parkway South PID pursuant to this Agreement.

a. County does hereby assume the responsibility for the collection of all annual Special Assessments on behalf of the Parkway South PID and shall be responsible for receiving complaints regarding the Parkway South PID Special Assessments.

b. The Tax Collector agrees that any tax statements used will clearly show the Special Assessments separately from the applicable ad valorem taxes.

c. The Tax Collector agrees to begin collecting the Special Assessments after July 1 and on or before December 1 of each year in the same manner and at the same time as ad valorem taxes.

d. All sums collected by the Tax Collector shall be delivered to the appointed trustee Teresa Lyons at 248 East Capitol Street, Jackson MS 39201 of Parkway South PID postmarked on or before the 20th day of the month following collection thereof.

e. In addition to assuming the responsibility for collection of all Special Assessments, the County shall further take any steps necessary and appropriate to collect the Special Assessments pursuant to Section 19-31-33 of the Mississippi Code (1972, as Amended), in the same manner and at the same time as ad valorem taxes.

f. The Tax Collector shall not be required to accept any prepayment of Special Assessments by property owners.

g. In the event that the PID Board improperly identifies a parcel of property contained in the PID District, the County shall have no liability for failure to

collect any Special Assessment(s) related to such parcel, but shall reasonably cooperate in the collection of such Special Assessments.

3. Duties and Obligations of the Parkway South PID. The Parkway South PID agrees to perform the following pursuant to this Agreement.

a. The Parkway South PID shall certify in writing to the County the amount of the Special Assessments to all lands subject to Special Assessments on an annual basis not later than July 1 of each year.

b. The Parkway South PID shall provide County with the amount of the Special Assessments for all lands subject to Special Assessment in an Excel spreadsheet containing two columns, one for parcel numbers and the other for the Special Assessment amount, each of which shall contain a total.

c. The Parkway South PID shall be available upon request from County to address all questions or issues which County may have regarding the amount of the Special Assessments and the identity of the parcels of property contained in the PID District and shall specify a liaison whose responsibility it will be resolve errors detected by the Tax Collector and/or Tax Assessor.

d. The Parkway South PID shall pay unto County a fee for the assessment and collection of the Special Assessment in accordance with paragraph 4 of this Agreement.

4. Administration Fees. In consideration of the services to be provided the Parkway South PID by the County pursuant to this Agreement, the Parkway South PID agrees that the County shall be paid a total of Three percent (3%) of the annual gross Special Assessments collected pursuant to this Agreement, not to exceed the annual sum of Seventy Five Thousand Dollars (\$75,000), as compensation to the County for preparing the tax rolls and collection of the Special Assessments, said fees to be paid as follows:

a. Commencing with the 2007 Special Assessments, the County shall retain Three percent (3%) of the annual gross Special Assessments collected pursuant to this Agreement.

b. The provisions of paragraph 5 below notwithstanding, the Parkway South PID and the County agree that the administrative fees provided for in this paragraph may be re-negotiated annually before July 1 of each year in the event of an increase in the number of parcels to be assessed.

5. Term of Agreement/ Automatic Renewal. The term of this Agreement shall run from January 1 until December 31 of each calendar year. This Agreement shall renew automatically on an annual basis unless either party provides to the other party written notice of the cancellation of this Agreement not less than one hundred eighty (180) calendar days prior to the end of the term.

6. Cooperation. The Parkway South PID and County agree, in good faith, to use their best efforts to establish and finalize a mutually agreeable procedure for the timely assessment and collections from landowners within the PID District and for the timely payment of the debt service related to the Bonds.

7. Severability. If any clause, provisions or paragraph of this Agreement is held to be illegal or invalid by a court, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provisions or paragraph had not been contained herein.

8. Amendments. The terms of this Agreement may be modified or waived only by a separate writing signed by each of the parties that expressly modified or waives any such term.

9. Applicable Law. This Agreement will be construed in accordance with and governed by the laws of the State of Mississippi without regard to its conflict of law provisions. Reference is made hereto to the Inter-Local Policy for Assessing, Administering and Collecting revenue for bond retirement as per MS Code 19-31-33, dated August 1, 2007, approved by the Madison County Board of Supervisors, dated August 6, 2007, attached.

10. Counterparts. This Agreement may be signed by any number of counterparts with the same as if each of the signatures were on the same Agreement.

11. Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party (a) when received by such party if delivered by hand, (b) upon confirmation when delivered by telecopy, (c) within one day after being sent by recognized overnight delivery service, or (d) within three business days after being mailed by certified U.S. mail, postage prepaid, and in each case addressed as follows:

If to Parkway South PID:

Cassandra Walter
Purdie & Metz
P.O. Box 2659
Ridgeland, MS 39158-2659

with a copy to:

Donald Brock
Whittington Brock & Swayze
P.O. Box 941
Greenwood, MS 38935-0941

If to Tax Assessor:

Mr. Gerald Barber
P.O. Box 292
Canton, MS 39046

If to Tax Collector:

Ms. Kay Pace
P.O. Box 113
Canton, MS 39046

with a copy to:

Ed Brunini, Jr. Esq.
Brunini, Grantham, Grower & Hewes PLLC
P.O. Drawer 119
Jackson, MS 39205

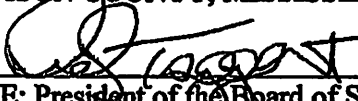
Any party by written notice to the other parties pursuant to this Section may change the address or the persons to whom notices or copies thereof shall be directed.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations (whether written or oral).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


THE PARTIES HERETO have caused this Agreement to be executed on the date set forth above.

MADISON COUNTY, MISSISSIPPI

BY: 
TITLE: President of the Board of Supervisors

ATTEST: 
BY: _____
TITLE: Clerk of the Board of Supervisors

APPROVED BY:
MADISON COUNTY TAX ASSESSOR

BY: 
Gerald Barber, Tax Assessor

MADISON COUNTY TAX COLLECTOR

BY: 
Kay Pace, Tax Collector

PARKWAY SOUTH PUBLIC
IMPROVEMENT DISTRICT

BY: 
TITLE: President of Board of Directors

**PID (Public Improvement Districts)
August 1, 2007**

**Inter-Local Policy for Assessing, Administering and Collecting
revenue for bond retirement as per MS Code 19-31-33**

**Fees should be as follows: Payable to Madison County 3% of annual assessment (P&I)
up to a fee cap of \$75,000**

Compensation to the Tax Assessor and Tax Collector are as follows:

**Tax Assessor & Tax Collector each to receive \$3,750 annually on PIDS up to
\$4,999,999.00 to be paid monthly.**

**Tax Assessor & Tax collector each to receive \$6,000 annually on PIDS \$5 million to
\$9,999,999.00 million to be paid monthly.**

**Tax Assessor & Tax Collector each to receive \$9,000 annually on PIDS \$10 million and
up**


**The balance of collection fees shall be paid to the General Fund
contributing to the administration of the Tax Assessor and Tax Collector Offices.**

**APPROVED
BY MADISON COUNTY
BOARD OF SUPERVISORS**

Date 8/6/07

ARTHUR JOHNSTON, CHANCERY CLERK

BY:  D.C.

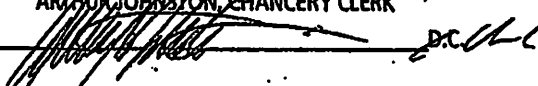


STATE OF MISSISSIPPI
MADISON COUNTY

I, Arthur Johnston, Chancery Clerk of the above
named County and State, do certify that the foregoing
instrument is a true and correct copy of the original.
Witness my signature and seal of court

This the 17 day of August, 2007

ARTHUR JOHNSTON, CHANCERY CLERK

BY:  D.C.

21

Detail of 2016 Transactions

On or about April 2014, a shortfall existed in collection of Parkway South PID Special Assessments (SA) in the amount of \$339,661.13. This amount was advanced to the bond trustee by MC based on a request from the trustee.

An estimated \$535,582.97 in SAs were not paid by landowners in the 2014 collection year for 2013 taxes. Of this amount, \$300,090.81 was associated with parcels owned by S.L. Sethi, representing 56% of the unpaid SAs. All properties associated with these unpaid SAs were presented for sale in the annual tax sale.

The Bond Trustee re-paid the amount of the shortfall payment to MC (\$339,661.13) on or about May 1, 2016.

In August 2016, S.L. Sethi's property was redeemed from the escheatment process. All collections on behalf of the PID were remitted to the Bond Trustee by the MC Chancery Clerk.

The collection agreement with MC, calls for a commission of 3% of gross collections to be paid to MC. The 3% commission fee associated with redeemed property is \$13,245.26.

Upon redemption, under terms of the CA, the SA associated with the shortfall payment and related interest was due to MC. Because the trustee had already repaid the shortfall payment, only the interest remained due to MC.

The amount of SA in S.L. Sethi's redemption is \$190,210.23 (Sethi's percentage of the shortfall request - $\$339,661.13 * 56\% = \$190,210.23$). Interest through the date of the annual tax sale is \$13,314.72 ($\$190,210.23 * 7\%$). Additional interest through the date of the trustee's shortfall re-payment (May 2016) is \$57,063.07 ($\$190,210.23 * 30\%$). The total interest due is \$70,377.79.

The total due to MC from this redemption is \$83,623.04 (commission, delinquent interest, and purchaser's interest).

Detail of 2018 Transactions

On or about October 2015, a shortfall existed in collection of SA in the amount of \$152,264.39. This amount was advanced to the bond trustee by MC based on a request from the trustee.

In the same fiscal year, on or about May 2016, a shortfall existed in collection of SA in the amount of \$634,164,.38. This amount was advanced to the bond trustee by MC based on a request from the trustee.

The total of the shortfall payments in the 2016 fiscal year is \$786,428.77.

An estimated \$525,614.42 in SAs were not paid by landowners in the 2016 collection year for 2015 taxes. Of this amount, \$265,719.22 was associated with parcels owned by S.L. Sethi, representing 51% of the unpaid SAs. All properties associated with these unpaid SAs were presented for sale in the annual tax sale.

Excluded from the information about, is one parcel that was sold to a purchaser at the annual tax sale (072C-07A-009/02.02). At the time of the tax sale, the SA related to a shortfall payment (\$44,124.09) and interest to the date of the tax sale (\$3,088.69) were due to MC. The total that should have been paid to the County was \$47,212.78. This money would have been paid to the trustee by the MC Tax Collector's Office.

The Bond Trustee paid the amount of the shortfall payment to MC (\$152,264,.39) on or about November 1, 2017 and (\$634,164,.38) on or about April 2018. This satisfied the obligation to pay the SA associated with the purchase at the tax sale. The interest remained due.

In August 2018, S.L. Sethi's property was redeemed from the escheatment process. All collections on behalf of the PID were remitted to the Bond Trustee by the MC Chancery Clerk.

The collection agreement with MC, calls for a commission of 3% of gross collections to be paid to MC. The 3% commission fee is \$11,728.20.

Upon redemption, under terms of the CA, the SA associated with the shortfall payment and related interest was due to MC. Because the trustee had already repaid the shortfall payment, only the interest remained due to MC.

The amount of SA in S.L. Sethi's redemption is \$265,719.22 (\$525,614.42 * 51%, limited to his actual unpaid SA and further limited by the SA actually available from redemption funds). Interest through the date of the annual tax sale is \$18,042.36 (\$257,748.07 * 7%). Additional interest through the date of the trustee's shortfall re-payments (Nov 2017 - \$152,264.39 * 22.5% - and Apr 2018 - \$105,483.68 * 30%) is \$65,904.59. The total interest due is \$83,946.96.

The total due to MC from this redemption is \$98,763.84 (commission, delinquent interest, and purchaser's interest).

5

Special Assessment

Fiscal Year	Special Assessment Not Paid By Landowner	Special Assessment Not Paid By Sethi	Special Assessment Not Paid By Sethi %	County's Shortfall Payment	Shortfall Payment Associated with Sethi % (Limit to Value in Col. C)	Non-Sethi Repayment of (04/29/2014)	Sethi Repayment of (04/29/2014)	Sethi's Tax Redemption Applied To Shortfall Payment	Payment from Available PID Funds (Not From Tax Redemption)	Unpaid Balance	Interest 1 (To or Shortfall Tax Sale Date)	Interest 2 (From Tax Sale to Redemption Payback to County)	Total Interest	Redemption Payments By Sethi (Net of 3% Special Assessment Commission Per Agreement With County)			Amount Due PID County (Special Assessment and Interest)	Amount Due County (Special Assessment and Interest)	Commission To County		
														Special Assessment	Interest 1 (To)	Interest 2					
2010	\$ 223,815.64	\$ 223,815.64	100.00%	\$ 445,311.32	\$ 267,186.79	\$ (103,331.25)	\$ (154,996.88)	\$ (112,189.91)	\$ (74,793.28)	\$ 240,060.60	\$ 18,703.08	\$ 92,460.12	\$ 111,163.20	\$ 217,101.17	\$ 41,249.23	\$ 78,156.42	\$ 386,506.82	\$ 336,506.82	\$ 10,407.43		
2011	\$ 455,178.04	\$ 274,055.55	60.00%	\$ 505,894.48	\$ 274,055.55			\$ (265,833.88)	\$ (62,510.60)	\$ 177,550.00	\$ 18,608.36	\$ 47,850.09	\$ 66,458.45	\$ 265,833.88	\$ 18,608.36	\$ 95,700.20	\$ 380,142.45	\$ 156,789.34	\$ 223,353.11	\$ 11,756.98	
2012	\$ 455,178.04	\$ 274,055.55	60.00%					\$ (265,833.88)	\$ (339,661.13)	\$ (0.00)	\$ 18,042.36	\$ 65,904.59	\$ 83,946.96	\$ 257,748.07	\$ 18,042.37	\$ 103,421.42	\$ 379,211.86	\$ 295,264.90	\$ 83,946.96	\$ 11,728.20	
2013	\$ 535,832.97	\$ 300,090.81	56.00%	\$ 339,661.13	\$ 190,210.23				\$ (421,574.53)	\$ -	\$ 3,088.69	\$ -	\$ 3,088.69	\$ 257,748.07	\$ 18,042.37	\$ 103,421.42	\$ 379,211.86	\$ 357,895.56	\$ 79,377.79	\$ 13,245.26	
2014				\$ 421,574.51					\$ (786,428.77)	\$ -	\$ 18,042.36	\$ 65,904.59	\$ 83,946.96	\$ 257,748.07	\$ 18,042.37	\$ 103,421.42	\$ 379,211.86	\$ 295,264.90	\$ 83,946.96	\$ 11,728.20	
2015				\$ 786,428.77						\$ -											
2016	\$ 525,614.42	\$ 265,719.22	51.00%							\$ -											
2017	\$ 477,960.49	\$ 312,921.79	65.00%	\$ 385,399.21	\$ 250,509.49					\$ 385,399.21											
2018	\$ 321,201.92	\$ 272,730.41	85.00%	\$ 729,400.00	\$ 272,730.41					\$ 729,400.00											
2019				\$ 116,200.00						\$ 116,200.00											
Totals				\$ 3,729,869.42	\$ 1,520,411.69	\$ (103,331.25)	\$ (154,996.88)	\$ (378,023.79)	\$ (1,862,518.29)	\$ 1,230,999.21			\$ 335,035.08	\$ 1,297,605.09	\$ 98,842.12	\$ 398,505.81	\$ 1,477,204.95	\$ 851,181.72	\$ 626,023.23	\$ 45,686.75	

Tax Redemption Applied Payment from Available PID Funds

Year	Redemption	Redemption	Redemption	2016 Tax Sale
2014	\$ 378,023.79	\$ -	\$ -	\$ -
	\$ 74,793.28	\$ -	\$ -	\$ -
	\$ 177,621.65	\$ 79,377.79	\$ 83,946.96	\$ 3,088.69
	\$ 32,441.49	\$ 13,245.26	\$ 11,728.20	\$ -
	\$ 662,880.22	\$ 83,623.04	\$ 95,675.16	\$ 3,088.69

Statutory Interest Commissions

Year	Redemption	Interest 1	Interest 2	Total
2010	\$ 223,815.64	\$ 42,524.98	\$ 80,573.63	\$ 346,914.25
2011	\$ 274,055.55	\$ 19,183.88	\$ 98,660.00	\$ 391,899.43
2012	\$ 274,055.55	\$ 19,183.88	\$ 49,329.99	\$ 342,569.42
2013	\$ 300,090.81	\$ 21,006.35	\$ 120,411.44	\$ 441,508.60
2014	\$ 300,090.81	\$ 21,006.35	\$ 106,620.02	\$ 390,940.06
2015	\$ 265,719.66	\$ 18,600.38	\$ 106,620.02	\$ 390,940.06
2016	\$ 265,719.66	\$ 18,600.38	\$ 106,620.02	\$ 390,940.06
2017	\$ 265,719.66	\$ 18,600.38	\$ 106,620.02	\$ 390,940.06
2018	\$ 265,719.66	\$ 18,600.38	\$ 106,620.02	\$ 390,940.06
2019	\$ 265,719.66	\$ 18,600.38	\$ 106,620.02	\$ 390,940.06
Totals	\$ 1,072,017.55	\$ 101,899.09	\$ 348,975.06	\$ 1,913,831.76

Trustmark's Payments on 4/22/2015 and 10/15/2015.

Trustmark's Payment on 5/1/2016.

Trustmark's Payment on 5/1/2017.

Trustmark's Payment on 11/15/2017 & 5/1/2018.

THOMSON REUTERS

WESTLAW Mississippi Attorney General Opinions

Eric Hamer, Esq.

Office of the Attorney General
August 20, 2010
2010 WL 3562063 (Miss.A.G.)

Office of the Attorney General
State of Mississippi
*1
Opinion No. 2010-00477
*1 August 20, 2010

Re: Distribution of Interest Payments on Special Assessments Levied by Public Improvement Districts.

*1 Eric Hamer, Esq.
*1 Board Attorney, Madison County
*1 Post Office Box 608
*1 Canton, Mississippi 39046

Dear Mr. Hamer:

*1 Attorney General Jim Hood received your request and assigned it to me for research and response.

Issues Presented

*1 You have asked the following questions:

*1 QUESTION 1: Should the one-percent (1%) interest charged and collected in accordance with Miss. Code Ann. Section 27-41-9 for the payment of a special assessment levied by a Public Improvement District established under Miss. Code Ann. Section 19-31-33 be deposited into the general fund of the county or remitted to the Public Improvement District?

*1 QUESTION 2: In the event such assessment is not paid timely and is struck off to the state at an ensuing tax sale, to whom would the one and one-half percent (1.5%) interest charged in accordance with Miss. Code Ann. Section 27-45-3 be paid – the county general fund or the Public Improvement District?

*1 QUESTION 3: Because the one-percent (1%) interest charged and collected in accordance with Miss. Code Ann. Section 27-41-9 is also charged and collected upon redemption of a delinquent year's special assessment, in that instance, to whom should such interest be paid – the county general fund or the Public Improvement District?

Response

*1 In all instances, the accrued interest charged and collected on the Public Improvement District's special assessments should be paid to the Public Improvement District.

Applicable Law and Discussion

*1 Pursuant to the Mississippi Code Section 19-31-17(p), a public improvement district may "determine, order, levy, impose, collect and enforce special assessments." Section 19-31-33 in pertinent part states:

*1 (1) These benefit special assessments shall be a lien on the property against which assessed until paid and shall be collectible and enforceable in like manner as county property taxes. All statutes regulating the collection and enforcement of county property taxes shall apply to the enforcement and collection of the benefit special assessments levied under this section.

* * *

*1 (3) Benefit special assessments and maintenance special assessments authorized by this section shall be levied and payable in annual installments for each year for which bonds secured by the assessment are outstanding. The tax collector shall collect and enforce assessments in the same manner and at the same time as ad valorem taxes. [emphasis added]

*1 Thus, delinquent special assessments are to be treated like delinquent county ad valorem taxes, addressed in Section 27-41-9, *to-wit*:

*1 (1) If any person fails to pay the tax levied and assessed against him when due, he shall be required to pay, in addition to the amount of taxes unpaid after February 1, interest thereon at the rate of one percent (1%) per month, or fractional part thereof, from February 1 to the date of payment of such taxes. When the due date for any payment shall fall on a Saturday, Sunday or legal holiday then the payment shall be received by the tax collector on the first working day after such day or days without any interest being owed by the taxpayer.

*2 The interest charge of one percent (1%) shall be collected and apportioned and *paid into the state, county, levee board or drainage district or municipal treasury. That portion paid into the county or municipal treasury shall be paid into the general fund of such county or municipality.*

*2 If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the said taxes shall bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date payment of such taxes is made; provided that because of unusual conditions in any county where neither the taxpayer nor the tax collector is negligent or responsible for the delay incident to such tax payments, the Governor of the state may by proclamation before, on or after the due date of such tax payments extend the time for the imposition of this penalty for a period not to exceed sixty (60) days, and if necessary, for two (2) additional periods not to exceed sixty (60) days each. [Emphasis added]

*2 In MS AG Op., Dulaney (August 6, 2010) (attached), we were asked the same question which you are asking, and relied on the above statutory provisions to opine that any interest and/or penalties collected by a county on special assessments levied on behalf of a PID should be paid to the PID.

*2 Thus, in response to your first question, the interest charged should be remitted to the PID.

*2 Your second question asks to whom would the 1.5% interest charged in accordance with 27-45-3, be paid if the assessment is not paid, and the land is struck off to the state. Section 27-45-3 is the statute which allows for redemption of property sold at a tax sale. It is our opinion that the interest paid by the redeemer and collected by the county likewise should be paid over to the PID, since the special assessment which was the basis for the tax sale was levied on behalf of the PID.

*2 Your third question appears to be identical to your second question.

*2 You note in your opinion request two apparently conflicting prior opinions of this office, MS AG Ops., Atkinson (September 20, 1989) and Horne (May 11, 2000), both of which are attached hereto. In the former, we were asked the following question:

*2 Are the governing authorities of the municipalities and the Board of Supervisors of the counties authorized to retain interest which has been accrued and has been paid on delinquent ad valorem taxes; or should the governing authorities of the municipalities and the Board of Supervisors forward all payments for delinquent taxes to the school district, which would include interest that has accrued and which has been collected?

*2 Relying on Mississippi Code Section 27-41-9, we opined that the interest must be retained by the municipality or county and placed into their respective general funds and could not be paid over to the school district, since a school district was not a listed entity in 27-41-9(1). You point out that this appears to be in conflict with our 2000 opinion in MS AG Op., Horne (May 11, 2000) (as well as our Dulaney opinion, discussed above). In that opinion, we were asked the following:

*3 City of Jackson levies tax millage for various purposes, among which are bond and interest, disability and relief, libraries, parks, the Jackson Public School District, and general revenue. Taxes received in a timely manner are allocated among the various entities according to the respective tax levy. However, when taxes are not paid in a timely manner and interest is collected, should the interest be allocated in the same manner as taxes, or should the interest be placed in the General Fund of the municipality?

*3 In response, we stated:

*3 any interest collected pursuant to Section 27-41-9 on delinquent taxes payable to the municipality should be placed into the municipal general fund. *Interest on delinquent taxes payable to some other entity, such as ad valorem taxes for school purposes, but levied by the municipality, should be paid to that entity, as those taxes are not payable to the municipality.*

*3 In fact, we relied on the Horne decision and cited it in the Dulaney opinion.

*3 Upon review, we confirm our opinions in Horne and Dulaney, and opine that interest on delinquent taxes collected by a municipality or county, but payable to some other entity, such as ad valorem taxes for school purposes, or special assessments for PID's, should be paid to that entity.

*3 This opinion supercedes our opinion in MS AG Op., Atkinson (September 20, 1989).

*3 If our office can be of further assistance, please do not hesitate to contact us.
Sincerely,

*3 Jim Hood

*3 Attorney General

*3 By: Ellen O'neal

*3 Special Assistant Attorney General

2010 WL 3562063 (Miss.A.G.)

END OF DOCUMENT

© 2018 Thomson Reuters. No claim to original U.S. Government Works.

MADISON COUNTY
P O BOX 608
CANTON, MS. 39046

Cash Receipts

Receipt No. 190538 Date 02/01/2019 Transaction 190568
Deposit No. Deposit Date 02/01/2019 Bank 100
Vendor TRUSTMARK

		Cash Account 000	001
003-000-378	MISC - PARKWAY SOUTH PTD	157413.43	
003-000-378	MISC - PARKWAY SOUTH PTD	24973.46	
	Total	182386.89	

Approved _____