

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MADISON COUNTY, MISSISSIPPI (THE “COUNTY”) AND THE CITY OF RIDGELAND, MISSISSIPPI (THE “CITY”) TO FACILITATE THE IMPLEMENTATION OF THE CITY'S AND COUNTY'S TAX INCREMENT FINANCING PLANS FOR THE HIGGINBOTHAM AUTOMOTIVE PROJECT, APPROVED AND ADOPTED IN 2016; AND FOR RELATED PURPOSES.

WHEREAS, the Board of Supervisors of Madison County, Mississippi, acting for and on behalf of said Madison County, Mississippi (the “Governing Body” of the “County”), hereby finds, determines, adjudicates and declares as follows:

1. On August 15, 2016, the County approved the County's Tax Increment Financing Plan Higginbotham Automotive Project, July 2016 (the "County TIF Plan"). On July 19, 2016, the City approved and adopted the City's Tax Increment Financing Plan Higginbotham Automotive Project, July 2016 (the “City TIF Plan”) (the City TIF Plan and County TIF Plan, as same from time to time may be amended, collectively referred to hereinafter as the “TIF Plans”). The TIF Plans provide for the City to issue an aggregate not to exceed the principal amount of \$3,300,000 Tax Increment Limited Obligation Bonds of the City in one or more series (the "Bonds") to fund certain Infrastructure Improvements described in the TIF Plans and further to provide for the City's and County's joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the Tax Increment Financing District defined in the TIF Plans as security for the Bonds.

2. The County and City desire to enter into an Interlocal Cooperation Agreement to provide for the construction, operation, maintenance and funding of infrastructure improvements as provided in the TIF Plans and as authorized by §§ 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act").

3. Pursuant to the Interlocal Cooperation Agreement, the City and the County shall contract with each other for the joint and cooperative action relating to the financing for the construction of the infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act and subject to certain limitations as set forth in the Interlocal Cooperation Agreement which provides the City and the County shall each pledge a portion of the Tax Increment generated by the Higginbotham Automotive Project, and which provides for the issuance of the Bonds, as set forth in the TIF Plans.

4. The Interlocal Cooperation Agreement is necessary to facilitate implementation of the TIF Plans and will further the public interest and convenience of citizens of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY AS FOLLOWS:

SECTION 1. That the Governing Body of the County does hereby approve the Interlocal Cooperation Agreement in the form attached hereto as **EXHIBIT A** and does hereby authorize the President of the Board of Supervisors and the Clerk of the Governing Body to execute the Interlocal Cooperation Agreement in substantially the same form as is attached hereto, for and on behalf of the County.

SECTION 2. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 3. For cause, this resolution shall become effective immediately upon adoption thereof.

Supervisor _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Supervisor Sheila Jones voted:	_____
Supervisor Trey Baxter voted:	_____
Supervisor Gerald Steen voted:	_____
Supervisor David Bishop voted:	_____
Supervisor Paul Griffin voted:	_____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the President declared the motion carried and the resolution adopted this, the ____ day of _____, 2019.

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

CLERK, BOARD OF SUPERVISORS

EXHIBIT A
INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

Higginbotham Automotive Project

City of Ridgeland, Mississippi

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, and the **CITY OF RIDGELAND, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and Board of Aldermen.

WITNESSETH:

WHEREAS, the City and County are authorized pursuant to §§ 21-45-1 et seq., Mississippi Code of 1972, as amended (the "Act"), to contract with each other for joint and cooperative action relating to the financing for the construction of infrastructure improvements and facilities and to jointly pledge revenues to fund the debt service of any such indebtedness incurred pursuant to the Act; and

WHEREAS, Higginbotham Automotive, LLC, a Mississippi limited liability company (the "Developer") requested the City and County to participate in the construction of a Redevelopment Project (as defined in the Act) in conjunction with the City's Tax Increment Financing Plan Higginbotham Automotive Project, July 2016, as approved July 19, 2016 (the "City TIF Plan") and the County's Tax Increment Financing Plan Higginbotham Automotive Project, July 2016, as approved August 15, 2016 (the "County TIF Plan" together with the City TIF Plan, the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to \$3,300,000 for a term of up to fifteen (15) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Redevelopment Project as described in the TIF Plans and as authorized pursuant to the Act; and

WHEREAS, pursuant to the TIF Plans, the City entered into a Development and Reimbursement Agreement with the Developer, dated July 19, 2016, (the "Development Agreement"), memorializing the Developer's agreement to construct the infrastructure improvements and complete the Redevelopment Project and the City's intent, acting in concert with the County, to issue tax increment limited obligation bonds in principal amount of not to exceed \$3,300,000 for a term of up to fifteen (15) years (the "Bonds"), in one or more series, subject to the conditions set forth in the Development Agreement, in order to fund all or a part of the costs of the Infrastructure Improvements (as defined in the TIF Plans and the Development Agreement and subject to those conditions stated in the Development Agreement) all as are authorized by the Act and as described in the TIF Plans (the TIF Plans and the Development Agreement being hereafter referred to, collectively, as the "TIF Documents"); and

WHEREAS, the City and the County, in accordance with the TIF Documents, desire to, and hereby do, enter into this Interlocal Cooperation Agreement ("this Agreement") wherein the City agrees

to issue the Bonds and pledge certain incremental increases in sales tax rebates generated by the Redevelopment Project and the City and County agree to jointly pledge certain incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project as security for debt service on the Bonds issued by the City for purposes of reimbursing the Developer for part of the costs of the Infrastructure Improvements as defined in the TIF Documents.

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

1. **DURATION:** This Agreement shall be in force and effect until the Bonds, including any bonds issued for purposes of refunding the Bonds, issued by the City under the TIF Documents are paid in full.

2. **PURPOSE:** The purpose of this Agreement is to define the responsibilities of the City and County with respect to the development and redevelopment of the TIF District as described and set forth in the TIF Documents and the financing of certain of the Infrastructure Improvements in connection thereto.

3. **STATUTORY AUTHORITY:** The City and County are authorized to fulfill the terms of this Agreement under the authority of §§ 21-45-1 et seq., Mississippi Code of 1972, as amended.

4. **REDEVELOPMENT PROJECT:** Shall include, but not be limited to, the “Higginbotham Automotive Project” as described in the TIF Plan, which includes the construction of a 60,000 square foot, state of the art Mercedes-Benz dealership and related improvements, to be located off Interstate 55 North, Steed Road, and Sunnybrook Road within the TIF District all as defined in the TIF Documents and to include the Infrastructure Improvements as defined herein below.

5. **THE INFRASTRUCTURE IMPROVEMENTS:** Shall consist of the Redevelopment Project related Infrastructure Improvements as defined in the TIF Documents including, but are not necessarily limited to, installation of utilities such as water and sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter; construction of public and private parking facilities, sidewalks; fire protection; installation of traffic signalization and signage; grading, lighting and landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees as identified in the TIF Documents.

6. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the County and City. A separate entity is not created under this Agreement.

(1) The City shall have the following obligations and responsibilities:

a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk is hereby designated as the officer to receive, disburse and account for the funds of the undertaking in the manner prescribed by law.

b. The City shall provide documentation to the County for any expenditures made with respect to this Agreement.

c. The City will employ best efforts to cooperate with the Developer, its successors and/or assigns to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Redevelopment Project. The City will affect such procedures with respect to the sale and issuance of the Bonds, including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

d. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and this Interlocal Agreement; and inspection of the Infrastructure Improvements as defined in the TIF Documents to verify that they have been completed in accordance with the City's standards, codes and resolutions; the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed (\$3,300,000), pursuant to the terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the purchaser of the Bonds. As provided in the TIF Documents, the Bonds will be sized based upon fifty percent (50%) of the Tax Increment as defined hereinbelow. No series of the Bonds will be sold and issued until such time as the Developer has complied with the prerequisites to issuance set forth in the TIF Documents.

e. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein below. The "City Share" shall mean (i) the incremental increases in sales tax rebates as defined by the Act generated to the City by the Redevelopment Project and, (ii) the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project to the City. The "County Share" shall mean the incremental increase in

real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Redevelopment Project to the County. As used herein and in this Agreement, "Tax Increment" shall mean the "City Share" and the "County Share".

f. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City, will be paid from the proceeds of the Bonds.

g. The City shall provide for the timely payment of debt service relating to the Bonds utilizing the lawfully available Tax Increment, including the City Share and the County Share.

(2) The County shall have the following obligations and responsibilities:

a. As set forth in the TIF Documents and this Agreement, the County shall pledge the County Share of the Tax Increment as security for the Bonds.

b. The County hereby agrees to execute any security instruments consistent with this Agreement as may be reasonably necessary and required by the City's Bond Resolution for the issuance of each series of the Bonds, including any refunding of the Bonds.

c. The County shall provide for the timely payment of the County Share to the City Clerk so as to enable the City to make timely payment of debt service relating to the Bonds as set forth herein.

5. **AMENDMENT:** This Agreement may be amended by mutual written consent of the County and the City.

6. **EFFECTIVE DATE:** This Agreement shall become effective from and after the date it has been approved by the governing authorities of the County and City and executed by the parties hereto using multiple counterparts.

THIS AGREEMENT ENTERED into this the ____ day of _____, 2019.

CITY OF RIDGELAND, MISSISSIPPI

By: _____

Mayor

ATTEST:

By: _____

City Clerk

MADISON COUNTY, MISSISSIPPI

By: _____

President, Board of Supervisors

ATTEST:

Chancery Clerk

