



January 8, 2019

**VIA E-MAIL AT SHELTON.VANCE@MADISON-CO.COM**

Madison County, Mississippi  
Attn: Mr. Shelton Vance, County Administrator  
P.O. Box 404  
Canton, MS 39046-0404

Re: Madison County, Mississippi Fiscal Year 2018 Continuing Disclosure

Dear Mr. Vance:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to Madison County, Mississippi (the "County") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2018.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the County is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at [www.emma.msrb.org](http://www.emma.msrb.org) ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the County's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the County is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the County is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2018 to be filed on or before March 29, 2019.

#### **SCOPE OF ENGAGEMENT**

As Dissemination Agent we will examine the County's continuing disclosure responsibility, consult with parties to the County; compile the Annual Filing (with the assistance of the County) and file an Annual Filing for and on behalf of the County. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the County to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the County's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the County and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

### **PROSPECTIVE CONSENT**

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions, litigation, or other matters with the County. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The County's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

### **FEE STRUCTURE**

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the County, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

**PUBLICITY CONCERNING THIS MATTER**

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

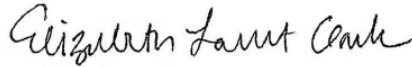
**RECORDS**

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

**BUTLER SNOW LLP**



By: \_\_\_\_\_  
Elizabeth Lambert Clark

Accepted and Approved:

**MADISON COUNTY, MISSISSIPPI**

BY: \_\_\_\_\_  
President, Board of Supervisors

Dated: \_\_\_\_\_

cc: Mr. Ronny Lott, Chancery Clerk (via email: [ronny.lott@madison-co.com](mailto:ronny.lott@madison-co.com) )  
Ms. Katie Bryant Snell, Esq., Board Attorney (via email: [Katie@katiebryantsnell.com](mailto:Katie@katiebryantsnell.com))

## **EXHIBIT A**

### **Event Notice**

The County certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

**MADISON COUNTY, MISSISSIPPI**

BY: \_\_\_\_\_  
President, Board of Supervisors

Dated: \_\_\_\_\_

Information Checklist for Continuing Disclosure for FY 2018  
 Madison County, MS

**Please update Tax Information for fiscal year 2018:**

**Assessed Valuation**

Assessment Year	Real Property	Personal Property	Public Utility Property	Automobiles/Mobile Homes	Total
2018					

**Ad Valorem Tax Collections**

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2018			

**Tax Levy Per \$1,000 Valuation<sup>1</sup>**

	2018-19
<b>General Purposes:</b>	
Economic Development	
Reappraisal Trust Fund	
General Fund	
Road & Bridge Maintenance Fund	
County Wide Int. & Skg. Fund	
Library Fund	
Holmes Jr. College Maintenance Fund	
Holmes Jr. College Special Fund	
Mapping and Reappraisal	
Fire Protection Fund	
Bridge & Culvert Fund	
Solid Waste	
Total	
<b>County School District:</b>	
Maintenance Fund	
Maintenance	
Bond Int. & Skg. Fund	
Emer. Lease Purchase Acct.	
Short Fall Note	
Total:	
<b>Canton School District:</b>	
District Maintenance Fund	
District Debt Service	
Total:	
<b>Fire Districts:</b>	
Valley View Fire District	
South Madison County Fire District	
West Madison Utility District	
Southwest Madison Fire District	

Information Checklist for Continuing Disclosure for FY 2018  
Madison County, MS

Farmhaven Fire District	
Camden Fire District	
Total:	
Total County Tax Levy:	

**Ten Largest Taxpayers**

The ten largest taxpayers in the County for fiscal year 2018 are as follows:

<b>Taxpayer</b>	<b>Assessed Value</b>	<b>Taxes Collected</b>
Nissan North America - Non PILOT Taxable	39,390,670	3,796,201.32
Mississippi Major Economic Impact Authority -PILOT (Nissan North America)	36,815,928	3,563,147.92
Entergy Mississippi, Inc.	30,805,146	3,309,057.69
Renaissance at Colony Park LLC	13,457,736	1,450,205.63
Wal-Mart	8,450,057	1,023,635.14
Links of Madison County	5,838,152	862,586.96
Northpark Mall LP	7,803,481	840,903.10
200 Renaissance LLC	7,522,151	810,586.99
Trace Apartments LP	5,387,240	580,528.99
Madison Ground LLC	4,833,616	563,261.27
<b>TOTALS:</b>	<b>\$160,304,177</b>	<b>\$16,800,115.01</b>

**Outstanding General Obligation Bonded Debt**

**Please update/verify balances as of March 1, 2019.**

<b>Issue</b>	<b>Date of Issue</b>	<b>Outstanding Principal</b>
General Obligation Road and Bridge Bonds, Series 2007	05/16/07	\$ -0-
General Obligation Refunding Bonds, Series 2011	10/06/11	4,690,000
General Obligation Refunding Bonds, Series 2012	06/07/12	7,695,000
General Obligation Refunding Bonds, Series 2014	09/25/14	11,315,000
General Obligation Road and Bridge Bonds, Series 2014	11/18/14	11,725,000
Taxable General Obligation Refunding Bonds, Series 2014	02/03/15	12,335,000
General Obligation Refunding Bonds, Series 2015	03/31/15	7,325,000
General Obligation Refunding Bonds, Series 2016	04/19/16	6,895,000
General Obligation Road and Bridge Bonds, Series 2017	09/28/17	7,700,000
General Obligation Note, Series 2018	02/16/18	2,640,000
<b>TOTAL</b>		

Information Checklist for Continuing Disclosure for FY 2018  
Madison County, MS

**Other Outstanding Long Term Debt**

**Please update balances as of March 1, 2019.**

<b>Issue</b>	<b>Date of Issue</b>	<b>Outstanding Principal</b>
Promissory Note (Capital Projects and Equipment Acquisition Program Loan Refunding Project) <sup>1</sup>	05/28/09	\$ 1,295,000
Promissory Note (Madison County, Mississippi Limited Tax Pledge Revenue Bond), Series 2009 <sup>2</sup>	06/24/09	5,475,000
Capital Improvement Loan	05/11/11	234,200
Capital Improvement Loan	02/22/12	282,721
Capital Improvement Loan	02/18/14	601,335
Urban Renewal Revenue Bonds (Sulphur Springs Lake Project), Series 2013 <sup>3</sup>	03/21/13	795,000
Promissory Note, Series 2013C (Madison County, Mississippi Highway Refunding Project) <sup>4</sup>	05/08/13	88,865,000
Promissory Note (Madison County, Mississippi Lease Purchase – South Madison County Annex Project)	09/18/13	1,118,820
Tax Increment Limited Obligation Bonds	2/25/15	1,084,400
<b>TOTAL</b>		<b>\$99,751,476</b>

**Please update for FYE September 30, 2018**

**Annual Debt Service Requirements for General Obligation Indebtedness of the County**

<b>Fiscal Year Ending 9/30</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2018	7,640,000.00	2,336,026.36	9,976,026.36
2019	6,710,000.00	2,413,986.86	9,123,986.86
2020	6,900,000.00	2,132,579.98	9,032,579.98
2021	7,115,000.00	1,940,874.78	9,055,874.78
2022	7,340,000.00	1,722,916.58	9,062,916.58
2023	7,605,000.00	1,480,059.88	9,085,059.88
2024	7,900,000.00	1,265,378.88	9,165,378.88
2025	7,095,000.00	1,005,627.88	8,100,627.88
2026	7,310,000.00	715,900.88	8,025,900.88
2027	4,670,000.00	477,168.76	5,147,168.76
2028	3,965,000.00	308,787.51	4,273,787.51
2029	1,615,000.00	198,618.76	1,813,618.76
2030	1,670,000.00	134,325.01	1,804,325.01
2031	425,000.00	97,103.13	522,103.13
2032	440,000.00	87,637.50	527,637.50

Information Checklist for Continuing Disclosure for FY 2018  
Madison County, MS

2033	450,000.00	77,062.50	527,062.50
2034	465,000.00	65,043.75	530,043.75
2035	480,000.00	52,050.00	532,050.00
2036	490,000.00	38,100.00	528,100.00
2037	505,000.00	23,175.00	528,175.00
2038	520,000.00	7,800.00	527,800.00
TOTALS	<u>\$81,310,000.00</u>	<u>\$16,580,224.00</u>	<u>\$97,890,224.00</u>