

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

TUESDAY 9/24/2019

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #1 Commissioner Bev Thomas, and District #2 Commissioner Don Williams.

Meeting Agenda

Commissioner Thomas made a motion to approve today's agenda as posted. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes). Session opened at 10:03 A.M.

Prior Minutes

Commissioner Williams made a motion to approve September 19, 2019 minutes. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

New Business

County Clerk Bid Opening Sealed bids were opened for Electronic Voter 190924-B. Sealed bids were opened for ADA voting equipment 190924-A. Commissioner Thomas made a motion to table both bids for review. Commissioner Williams seconded the motion. The motion tabled by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

Gilmore Bell-Contract Commissioner Thomas made a motion to approve the contract regarding bond oversight. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Thomas (Yes).

GILMORE BELL

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Kansas City, Missouri 64108-7837
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July 9, 2019

Elsaine Gilley
Camden County Treasurer
Camden County Courthouse
1 Court Circle, Suite 3
Camden, Missouri 65020

Re: Disclosure Compliance Services Proposal

Dear Ms. Gilley:

Gilmore & Bell, P.C. ("Gilmore & Bell" or the "Firm") is pleased to submit this post-issuance disclosure compliance services proposal (the "Engagement") to Camden County, Missouri (the "County"). Our existing engagement with the County to provide disclosure compliance services expired on April 15, 2018 by its terms. The purpose of this Engagement is to extend the term for providing disclosure compliance services by Gilmore & Bell to assist the County in meeting its continuing disclosure obligations in accordance with federal securities laws. If the County accepts this Engagement, Gilmore & Bell will perform such services in consideration of the annual covenant and terms of this Engagement.

SCOPE OF ENGAGEMENT

It is our understanding that the municipal securities listed on Exhibit A are the outstanding municipal securities of the County subject to a continuing disclosure undertaking. Gilmore & Bell will assist the County in meeting its continuing disclosure obligations with respect to the municipal securities identified on Exhibit A and any municipal securities issued during the term of this Engagement with respect to which the County is an obligated person under a continuing disclosure undertaking (together, the "Bonds") by providing the following services, beginning with the County's fiscal year ended December 31, 2019:

- Review the continuing disclosure agreements/undertakings for the Bonds (the "Disclosure Agreements") and determine the operating data and financial information required to be disclosed by the County on an annual basis;
- Provide the County with an annual reminder of the upcoming annual report filing date;
- Provide the County annually with a memorandum listing material events requiring additional disclosure;
- Draft the County's annual report and assist the County in updating, as of the end of each fiscal year, that appropriate operating data and summary financial information;
- Submit the County's annual report to the MSRB, via EMMA, as of the County's annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements, and

TERM OF ENGAGEMENT, TERMINATION

The initial term of this Engagement shall be from the date below through June 30, 2022. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the County will pay all unpaid fees and expenses for services performed prior to the time of termination.

ATTORNEY-CLIENT RELATIONSHIP, CONFLICTS

Upon execution of this engagement letter, the Firm will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contained for in this letter; the County's decision of this engagement letter will constitute an acknowledgment of these limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the County with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15C(d) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the County under this Engagement, one or more of our present or future clients will have transactions with the County. We do not believe any such representations will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse 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 this Engagement. Execution of this letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

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EXHIBIT A
LIST OF MUNICIPAL SECURITIES

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Provide the County confirmation that the annual report has been submitted to the MSRB. By acceptance of the terms of this Engagement, the County is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the County.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the County. Gilmore & Bell is not responsible for the accuracy, or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the County, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the County's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement. In addition, this Engagement only relates to the County's annual reporting obligations pursuant to contractual obligations of the County. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

POINT OF CONTACT

Gilmore & Bell will provide the necessary advisory, disclosure analysis, legal assistance and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the County in advance of the annual filing deadline to begin the process of preparing the annual report. Initially, Gilmore & Bell's primary point of contact at the County for this Engagement will be as follows:

Elsaine Gilley
Telephone (573) 346-6440
Email: elsaine_gilley@gilmorebell.com

The County will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

FURNISHING OF INFORMATION

Gilmore & Bell will request the information required by the Disclosure Agreement from the County within a reasonable time prior to the filing date and will work closely with the County to gather such information. The County hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the County acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

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CONCLUSION

If the foregoing terms are acceptable to the County, please return a signed copy of this Engagement letter and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence until we receive a copy signed by the County within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,

Tom Stigeman
Tom Stigeman

TELEW
cc: Bill Burns
Alice Wesson

Acknowledged and Agreed as of September 24, 2019

CAMDEN COUNTY, MISSOURI

By: [Signature]
Name: ELSAIN GILLEY
Title: PROVIDING COMMUNICATOR

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Adjourn: With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes). Session closed at 10:22 A.M.

Ordered that the Commission adjourn until day Wednesday, September 25, 2019.

Greg Hasty, Presiding Commissioner

Lisa Russell

