

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 6th day of June 20 13

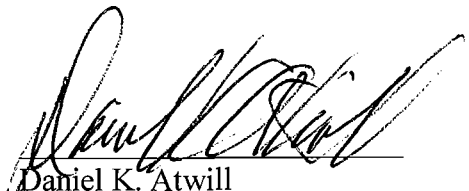
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 12-04APR13 – Bond Counsel Services for the Boone County Treasurer to Gilmore & Bell of Kansas City, MO. The terms of the agreement are stipulated in the attached Agreement for Bond Counsel Services for the Boone County Treasurer. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

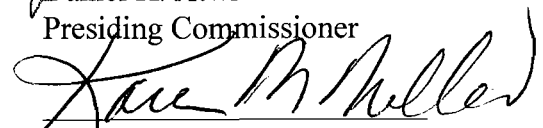
Done this 6th day of June, 2013.

ATTEST:

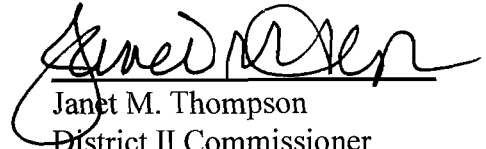
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash St., Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 30, 2013
RE: RFP Award Recommendation: 12-04APR13 – Bond Counsel Services for the Boone County Treasurer

The Request for Proposal for *12-04APR13 – Bond Counsel Services for the Boone County Treasurer* closed on April 4, 2013. Seven proposal responses were received.

The evaluation committee consisted of the following:

Nicole Galloway, Boone County Treasurer
CJ Dykhouse, Legal Counsel
Wendy Noren, Boone County Clerk
June Pitchford, Boone County Auditor
Bob Wagner, Boone Hospital Board member

The evaluation committee recommends award to Gilmore & Bell, a Professional Corporation of Kansas City, Missouri per their attached Evaluation Report.

This contract will operate similarly to a term and supply contract in that the scope of services and terms of payment are specified in the contract, but payment is only required when the services are actually used (i.e., bonds are issued).

ATT: Evaluation Report

cc: Proposal File / Nicole Galloway, Treasurer

12-04APR13 - Bond Counsel Services

Type	Spencer Fane Britt & Browne LLP		Gilmore & Bell, P.C.		Kutak Rock LLC	
	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
GO Bond, New Money	\$ 15,000	\$15,000 + \$2.34 per \$1,000 over \$1 million. \$10,000 + \$2.34 per \$1,000 over \$15 million. \$2.34 per \$1,000 over \$20 million	\$ 5,000	\$5,000 + \$1.00 per \$1,000 over \$1 - 10 million. \$14,000 + \$0.75 per \$1,000 over \$10 million	\$ 5,000	\$5,000 + \$6.50 per \$1,000 for \$100,000. \$7,600 + \$3.80 per \$1,000 for \$500,000. \$15,200 + \$2.75 per \$1,000 for \$2.5 million. \$22,075 + \$1.40 per \$1,000 for \$5 million. \$29,075 + \$0.90 per \$1,000 for \$10 million
GO Bond, Refunding	\$ 15,000	\$15,000 + \$2.34 per \$1,000 over \$1 million. \$10,000 + \$2.34 per \$1,000 over \$15 million. \$2.34 per \$1,000 over \$20 million	\$ 6,500	\$6,500 + \$1.00 per \$1,000 over \$1 - 10 million. \$15,500 + \$0.75 per \$1,000 over \$10 million	\$ 5,750	Increase of 15% for current refunding Increase of 25% for advance refunding
NID GO Bond, New Money -- First Issue	\$290 per hour		\$ 5,000	\$5,000 + \$1.00 per \$1,000 over \$1 - 10 million. \$14,000 + \$0.75 per \$1,000 over \$10 million	\$ 5,000	\$5,000 + \$14.50 per \$1,000 for \$100,000. \$7,175 + \$11.00 per \$1,000 for \$250,000. \$9,925 + \$6.50 per \$1,000 for \$500,000. \$13,175 + \$4.50 per \$1,000 for \$1 million. \$53,675 + \$1.70 per \$1,000 for \$10 million
NID GO Bond, New Money -- Successive Issue	\$290 per hour		\$ 5,000	\$5,000 + \$1.00 per \$1,000 over \$1 - 10 million. \$14,000 + \$0.75 per \$1,000 over \$10 million	\$ 5,000	\$5,000 + \$14.50 per \$1,000 for \$100,000. \$7,175 + \$11.00 per \$1,000 for \$250,000. \$9,925 + \$6.50 per \$1,000 for \$500,000. \$13,175 + \$4.50 per \$1,000 for \$1 million. \$53,675 + \$1.70 per \$1,000 for \$10 million
NID GO Bond, Refunding	\$290 per hour		\$ 6,500	\$6,500 + \$1.00 per \$1,000 over \$1 - 10 million. \$15,500 + \$0.75 per \$1,000 over \$10 million	\$ 5,750	Increase of 15% for current refunding Increase of 25% for advance refunding
Hospital Revenue Bond, New Money	\$ 15,000	\$15,000 + \$2.34 per \$1,000 over \$1 million. \$10,000 + \$2.34 per \$1,000 over \$15 million. \$2.34 per \$1,000 over \$20 million	\$ 17,500	\$17,500 + \$2.50 per \$1,000 over \$1 - 5 million. \$27,500 + \$2.00 per \$1,000 over \$5 - 10 million. \$37,500 + \$1.00 per \$1,000 over \$10 - \$50million. \$77,500 + \$0.75 per \$1,000 over \$50 million.	\$ 27,000	\$27,000 + \$3.25 per \$1,000 for \$1 million. \$40,000 + \$2.15 per \$1,000 for \$5 million. \$50,750 + \$1.00 per \$1,000 for \$10 million. \$1.00 per \$1,000 over \$10 million
Hospital Revenue Bond, Refunding	\$ 15,000	\$15,000 + \$2.34 per \$1,000 over \$1 million. \$10,000 + \$2.34 per \$1,000 over \$15 million. \$2.34 per \$1,000 over \$20 million	\$ 19,000	\$19,000 + \$2.50 per \$1,000 over \$1 - 5 million. \$29,000 + \$2.00 per \$1,000 over \$5 - 10 million. \$39,000 + \$1.00 per \$1,000 over \$10 - \$50million. \$79,000 + \$0.75 per \$1,000 over \$50 million.	\$ 31,050	Increase of 15% for current refunding Increase of 25% for advance refunding

	Bryan Cave	Dentons US	Thompson Coburn	Hardwick Law Firm
Minimum Fee per Issue	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue	Minimum Fee per Issue	Minimum Fee per Issue
\$ 10,000	Variable fee per \$1,000 of issue \$10,000 up to \$3 million 0.35% of aggregate principal amount for \$3.5 million \$17,500 + 0.22% of aggregate principal amount for \$5 - 10 million \$22,500 +0.15% of aggregate principal amount over \$10 million	\$ 1.50	\$ 20,000	\$ 4,500
\$ 10,000	0.35% of aggregate principal amount for \$3.5 million \$17,500 + 0.22% of aggregate principal amount for \$5 - 10 million \$22,500 +0.15% of aggregate principal amount over \$10 million	\$ 1.25	\$ 22,500	\$ 6,000
\$ 17,500	0.35% of aggregate principal amount for \$3.5 million \$10,000 up to \$3 million 0.35% of aggregate principal amount for \$5 - 10 million \$22,500 +0.15% of aggregate principal amount over \$10 million	\$ 1.50	\$ 10,000	\$ 7,500
\$ 12,500	0.35% of aggregate principal amount for \$3.5 million \$17,500 + 0.22% of aggregate principal amount for \$5 - 10 million \$22,500 +0.15% of aggregate principal amount over \$10 million	\$ 1.50	\$ 20,000	\$ 4,500
\$ 10,000	0.35% of aggregate principal amount for \$3.5 million \$17,500 + 0.22% of aggregate principal amount for \$5 - 10 million \$22,500 +0.15% of aggregate principal amount over \$10 million	\$ 1.25	\$ 22,500	\$ 6,000
\$ 25,000	0.70% of aggregate principal amount of issue	\$ 1.50	\$ 40,000	\$ 9,000
\$ 25,000	0.70% of aggregate principal amount of issue	\$ 1.25	\$ 42,500	\$ 11,500
			\$40,000 + \$0.50 per \$1,000 over \$10 million. Plus fee of \$2,500 for each current refunded and \$5,000 for each advance refunded. Plus \$5,000 for each additional series.	\$ 1,100

Evaluation Report for Request for Proposal

12-04APR13 – Bond Counsel Services for the Boone County Treasurer

OFFEROR #1: Spencer Fane Britt & Browne LLP – Kansas City, MO

It has been determined that **Spencer Fane Britt & Browne LLP** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Spencer Fane Britt & Browne LLP** has submitted a **non-responsive** proposal.

Method of Performance

Note: 120 attorneys. In the Kansas City office, 32 partners, 9 OF Counsel, 13 Associates

Strengths:

- Satisfactory answers for the IRS and regulatory rule questions – though no detail given
- Pricing includes all scope of services
- Provides a lot of services under ensuring compliance section
- Has internal conflicts of interest procedure
- Proposed Communication and training to County appears adequate
- To resolve conflict, can be streamed to Chairman for evaluation and resolution
- Provided specifics regarding Question 6 (ensuring compliance)
- Strong response to Question 11
- Description of CLE and described methods to inform clients were good

Concerns:

- Pricing is high. Did not break out pricing for differences in issuances
- Did not price NID GO bonds – special project work rate.
- Did not repeat RFP requirement in proposal as requested
- Did not denote where attorneys assigned to our engagement worked on referenced bond issues.
- Did not note type of bond counsel opinion used on referenced bond issues.
- Proposal was very short– could have developed answers relating to experience more
- Proposal did not appear to be written specific to Boone County
- They propose to provide service and support out of three offices. This could lead to miscommunication and poor communication and coordination.
- Not clear which team member would be the primary contact and handle the majority of work.

Experience/Expertise of Offeror

Strengths:

- Founded in 1952 – long standing firm and listed in Red Book
- Client Manager, John Brickler has experience with bond financings for public school districts, 501 (c)(3) organizations including public libraries, fire districts.
- John Brickler and Craig Davis are members of the National Association of Bond Lawyers and participate regularly in continuing education programs (pg. 7).
- Regional firm (KS, MO, CO, NE)
- Experience with MO financings (mostly schools)

Concerns:

- Provided no Missouri county references.
- Underwriter negotiated sales was provided as a reference rather than the issuer.
- Could not determine if on the references, firm was bond or underwriter counsel
- Most experience is with school districts (except for Randolph County)
- No hospital revenue bond experience listed.
- No listed experience with competitive sales.

OFFEROR #2: Gilmore & Bell, P.C. – Kansas City, MO

 X It has been determined that **Gilmore & Bell, P.C.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that **Gilmore & Bell, P.C.** has submitted a **non-responsive** proposal.

Method of Performance

Note: 50 attorneys (38 are partners/shareholders and 12 are associates) located in offices in Kansas City, St. Louis and Wichita, KS.

Strengths:

- Has issued the largest number and dollar amount of MO long term transactions
- Dedicated tax and disclosure counsel with strong post issuance compliance services
- Mostly work with government financings, similar to the types of issuances the County has done in the past
- Has relevant MO hospital experience
- References show a variety of local government financings in MO
- James Caldwell, the lead principal in the engagement, has worked with the county before for our Chapter 100 bonds – so familiar with the county and the personnel
- G&B does send email updates on SEC rule changes and legal updates, and has offered free trainings
- Satisfactory answers for the IRS and regulatory rule questions
- Competitive pricing
- Good suggestion for a post-closing evaluation.
- Seven (7) full-time public finance tax attorneys available as a resource to the County

Concerns:

- Arbitrage calculations, official statement preparations, and continuing disclosure are included in the scope of services; the proposal lists these as a separate fixed fee.
 - Clarification Question: Official statement preparations are included in the scope of services; your proposal response lists these as a separate fixed fee. Provide clarification on services your firm provides regarding official statement preparation.
 - Response: Answered in clarification response.
- Conflict of interest section lacked specifics.
 - Clarification Question: Describe your firm’s internal process for identifying conflicts of interest. Do you accept the sanctions outlined in the Request for Proposal for breaches of conflicts of interest?
 - Response: Answered in clarification response.
- Response to Question 6 regarding debt issuance and outstanding debt compliance lacks specifics for the County as an issuer.
 - Clarification Question: For the response to question #6, describe how your firm would ensure that Boone County as an issuer is in compliance with applicable statutes, laws and regulations during the length of the contract.
 - Response: Answered in clarification response.
- Post issuance compliance provided on the hourly rate.

- Clarification Question: Gilmore and Bell was the bond counsel for Boone County's Refunding Certificates of Participation Series 2012. In the closing documents, the Tax Compliance Agreement included the Form of Annual Compliance Checklist and Description of Property Comprising of the Financed Facility. Is it the standard to include these in the closing documents, or would these be provided under the proposed hourly rate?
- Response: Answered in clarification response.
- Clarification Question: Clarify if your professional liability policy excludes any activity covered under the scope of services. Describe what is covered under the separate securities law endorsement.
- Response: Answered in clarification response.
- **Interview Question:** Describe the process to address with the County turnover within the firm for those assigned to our engagement.
 - **Response:** Particularly proud of their non-existent turnover, particularly on partners and longevity of staff members. But if there is an issue, the 30 day notice is no problem. Would contact Nicole and CJ and let them know it was going to occur and discuss the new principle assignments with the County in advance to get the County's input.
- **Interview question:** Provide an example of a problem and a complaint that had to be resolved with a client, either through a formal or informal process.
 - **Response:** We would hope the County would let us know immediately that there is an issue and that you want to work with someone else. Rick has 20 years at Gilmore & Bell and has never had anyone say they were unhappy with him. If you feel one of the principals is not being attentive, you need to call any one of us and say you're not happy and we will address it. Any problems have been addressed informally as they have occurred.
- **Interview question:** There are nine attorneys assigned to our engagement. What would be the routine working relationship and method of communication with each for the County?
 - **Response:** Jim is the prime contact. He'll assign someone else (Rick), if working on Hospital Revenue Bond. A big bond financing might have a bigger team. The bond lawyer team listed in proposal response has done work with Counties. Jim will ensure proper internal communications with team members.
- **Interview question:** Have the attorneys assigned to our engagement been part of a post issuance evaluation with a client, and if so, describe that process.
 - **Response:** Have not been through that process. Could be open to it, especially if it would help us improve. Also, letting us know when it's going on so it can be addressed right then rather than at the end. Really need to focus on putting the key events on their calendar – our deadlines – up front so expectations are met. (i.e. when our Legal needs to review and our Commission needs to sign).
- **Interview question:** What are your thoughts on competitive bids vs. negotiated?
 - **Response:** Not everything works as a competitive bid. Refunding issues – important when you go into the market so bids do not work. Independent FA advises when you do a negotiated deal and when you do a competitive deal.
- **Interview question:** The County adopted tax and security law procedures. What would an annual review of current procedures look like?
 - **Response:** This whole area has been changing fast. We're doing so much more now than five years ago. We would provide at no charge our annual update. For the annual review, we will sit down and look at, are you up to date with the IRS mandates that you should be doing. It's an opportunity to look at new guidelines that need to be addressed to update your procedures. As a philosophical standpoint, we want to be the back office

for issues that need help. Issuers need to have procedures in place. It is in your best interest to have them in place.

- **Interview question:** In your proposal, it states there is a securities law endorsement for your liability policy, but in the BAFO response, it states there is no such an endorsement. Please clarify.
 - **Response:** Our policy covers securities laws. We have that policy with Liberty Mutual. They understand that our practice is 99% securities.
- **Interview question:** Can you confirm the dollar amount of the liability policy?
 - **Response:** \$10 million professional liability for a year. We've had zero dollars paid in the 15 years we've had this policy. Other firms may have other practice areas so would need higher amounts. For a firm of our size, this is the level that made sense. If the market indicates we need to purchase more, that would not be a problem.

Experience/Expertise of Offeror

Strengths:

- Established in 1979 (pg. E-1) – listed in the Red Book
- In 2012, ranked first in the U.S. on number of bond counsel opinions rendered on municipal bond issues (pg. E-1).
- James Caldwell, primary proposed County representative, has practiced law primarily as a municipal bond attorney since 1986. (pg. E-3)
- Direct hospital financing experience, cities, schools and provided other Missouri County references, including Boone County, all representative of what we do (pg. E-5 – E-7).
- Have participated in over 100 tax audits (pg. E-10)
- No federal tax opinions overturned in the past 10 years of 5,000 bond counsel opinions (pg. E-11)
- Practice is primarily public finance for municipal governments and hospitals

Concerns:

None Identified

OFFEROR #3: Kutak Rock LLP – Kansas City, MO

X It has been determined that **Kutak Rock LLP** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Kutak Rock LLP** has submitted a **non-responsive** proposal.

Method of Performance

Note: 450 lawyers in offices in Kansas City and 50 other cities nationwide. 286 partners (12 senior partners), 121 associates, 50 “of counsel” lawyers and one staff attorney.

Strengths:

- Has diversity of applicable experience – NIDs, small and large issue – specifically mentions NIDs and issuers similar to Boone
- Dedicated tax, bond and disclosure counsel
- Email communication on regulatory issues – offer training
- Mentions Debt Management Policy
- Present themselves as experts in disclosure services and post issuance compliance
- Willingness for post financing evaluation
- Extensive conflicts of interest internal procedure detailed in proposal
- Pricing more competitive than others
- Pricing includes all scope of services
- Roles and responsibilities of team members is clearly detailed
- Strong response to Question #5 (Continuing education). Website is a strong resources
- Strong quality assurance process

Concerns:

- Clarification Question: Clarify what the (*) means on Appendix C, Bond Counsel Fees.
 - Response: Answered in clarification response.
- Clarification Question: For the response to question 3, identify where the principals assigned to our engagement have worked on the seven referenced bond issues.
 - Response: Answered in clarification response.
- Clarification Question: For the response to question 7a, please expand on what is meant by “favorably resolving matters through closing agreements with the IRS”. Also, for the response to 7b, please clarify why the adverse letters were issued by the IRS and if the bond financings were similar to any of the types of bonds the County has issued in the past. State if any of the principals assigned to our engagement were involved in the financings for which adverse letters were issued.
 - Response: Answered in clarification response.
- Clarification Question: Verify County’s fee calculation
 - Response: Answered in clarification response.
- Clarification Question: Clarify if your professional liability policy covers securities laws. State whether the policy excludes any activity covered under the scope of services and/or whether you have a separate securities law endorsement. If you do have a separate securities law endorsement, described what is covered under that endorsement.
 - Response: Answered in clarification response.

Interview Question: Explain why an adverse letter would be issued by the IRS and the process to resolve the issue by issuers.

Response: In the area of the IRS code to give tax exempt opinions, there are lots of things our clients want to do that are not provided for in the code. Many times what happens in the tax exempt bond arena, there are no clear guidelines. We have 10 lawyers that devote strictly to section 103 of the tax code. Sometimes we can not give a clear cut answer under the law. If we're comfortable that it should be tax exempt, we will advise our customer of that.

We can work to convince the IRS that there is a different way to look at it, or sometimes they do not agree. Clients may prefer to litigate or work out a settlement with the IRS.

Adverse tax opinion – we help the client resolve it most favorably to the client.

Any issues of bonds should expect to be audited at some point in time. We have a team of tax lawyers with an excellent reputation and strong working relationship with the IRS. One of our lawyers helped write the code that we are working under.

Interview Question: Provide clarification on pricing for NID GO bonds for first and successive issue. The proposal indicates subsequent issuances of NID GO bonds for the same project would be discounted at 10%. What would the pricing be for a first issue of a NID GO bond and then successive issues of a NID GO bond, for different projects?

Response: If we analyze your authority once, we would not need to do that part again. Each NID district however is new each time. Bond issuance documents are new each time. Our liability is our opinion. The 10% discount will be good on the NID GO bond issuance, if it is a different NID project.

Interview Question: Please clarify services related to official statement preparations and what is included in your services as bond counsel.

Response: We do prepare official statements. It depends on the client. We ask to coordinate with County officials the County information. We do the summaries on the bond documents. We can do the full blown one. We work closely to help you with your part. Disclosure – we work on those in cooperation with others. Bond counsel – we write opinion.

Interview Question: Describe the process to address with the County turnover within the firm for those assigned to our engagement.

Response: We'd give 30 days notice. We try to have more than one person involved on your transaction. There would be somebody else that you have a working relationship with that understands what's going on with your transactions. Our job is to be sure that you are happy with the arrangements. Most of our clients are our friends from our long term relationships.

Interview Question: There are five attorneys assigned to our engagement. What would be the routine working relationship and method of communication with each for the County?

Response: Internally we have a meeting every week where we share what we are working on. Internally there are two of us working with you on a day to day basis. Do not let it be a concern that we are in Kansas City. Janet has done what you do on a regular basis her entire career. Ann has hospital expertise.

Interview Question: Provide an example of a problem and a complaint that had to be resolved with a client, either through a formal or informal process.

Response: We can't think of a time that we had to sit down and do that. A lot of our clients are 25-30 year clients. If there was a difference, I hope our relationship would be such that you'd let us know so we could resolve the issue as it comes up.

Interview Question: Have the attorneys assigned to our engagement been part of a post issuance evaluation with a client, and if so, describe that process.

Response: We would meet at the end of the issue to see where we can make the next process better. We are always looking for ways to make it better as part of an on-going process.

Interview Question: Give an example of an exotic issuance someone brings to you.

Response: Bonds that are going to be secured by special assessments - private payment, private use, public use.

Interview Question: Have you done bond work under RSMO Chapter 205 under Missouri?

Response: No, but we are familiar with these statutes. It is a revenue bond and we've done all kinds of revenue bond work for other entities. That's not a problem.

Interview Question: Your liability insurance covers security clause subject to standard exceptions. What are those exceptions?

Response: If the individual has committed fraud.

Interview Question: Does your pricing fall under the NID or GO Bond?

Response: NID

Experience/Expertise of Offeror

Strengths:

- Founded in 1965 with Kansas City office opened in 1994. (pg. 2) – listed in Red Book
- 50 best law firms for women
- Janet Garms, assigned lead attorney for Boone County, has 20 years municipal finance experience and has served as bond counsel for a variety of types of financings including general obligation bonds, special revenue bonds, private activity bonds...(pg. 3)
- Appears to have extensive MO experience with difference sized cities and counties (pg. 7-8).
- The firm has opined as bond counsel or special tax counsel in more than 8,800 tax-exempt public finance issues with no opinion ever challenged. (pg. 15)
- Team member's biographies are very strong.

Concerns:

- Hospital bond experience is out of state and not specific to Missouri
- Are there other local references available than those listed?
 - Clarification Question: If available, please provide any local reference contact information.
 - Response: Answered in clarification response.

OFFEROR #4: Bryan Cave LLP – Kansas City, MO

It has been determined that Bryan Cave LLP has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Bryan Cave LLP has submitted a **non-responsive** proposal.

Method of Performance

Note: 1061 lawyers in 27 offices around the world. 415 partners and 646 combined counsel, of counsel, associate and staff lawyers.

Strengths:

- Has a lot of municipal issuer experience – though most of the experience highlighted is in KC
- Offers seminars, meetings, alerts, blogs on legal/reg issues
- Provides ‘corporate check up’ at no charge
- Satisfactory answers for the IRS questions
- Explained their internal conflicts of interest procedure

Concerns:

- Did not denote where attorneys assigned to our engagement worked on referenced bond issues.
- Didn’t think proposal specific to Boone County. Included a lot of extra information not requested that does not pertain to Boone County issuances.
- Through ‘corporate check up’, already trying to sell us extra services. Outside scope of services – probably included in pricing.
- Doesn’t describe how firm will specifically make sure our issuances are in compliance – question #6
- Don’t feel they really understood how to resolve a dispute with county
- Pricing is higher
- First page of Harrisonville bond counsel opinion omitted.

Experience/Expertise of Offeror

Strengths:

- Firm founded in 1873 with Kansas City office opened in 1988. (pg. 6). Long-standing, reputable firm listed in the Red Book.
- Each member of their public finance team is a member of the National Association of Bond Lawyers. They have issued approving opinions on hundreds of issues of municipal securities. (pg. 7)
- Stephen Sparks has handled more than \$3 billion in tax-exempt financings since July 1995. (pg. 8)
- Provided municipal references, although no Missouri Counties (pg. 12).
- Good record with IRS audits and opinions

Concerns:

- No counties or hospitals listed as a reference
- They propose two attorneys as “jointly” responsible rather than a single primary contact. This could lead to miscommunication and poor coordination.
- Their proposal states experience with hospitals, but no specifics are provided.
- Did not address Question #9 about providing a statement of assurance that the firm is not currently in violation of any regulatory agency rule. Instead, talks about having no insurance claims.
- Response to Question #6 lacked specifics and details of how they would ensure Boone County as an issuer is in compliance post issuance
- Vague post issuance evaluation suggestions

OFFEROR #5: Dentons US LLP – St. Louis, MO

It has been determined that **Dentons US LLP** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Dentons US LLP** has submitted a **non-responsive** proposal.

Method of Performance

Note: U.S. offices have 342 partners, 61 counsel and 242 associates

Strengths:

- Has municipal issuer experience – worked with City of Columbia in 2006, so may have some background on our area – but does not provide a reference
- Hospital bond included with references.
- Has good description of background and services
- Good disclosure and post issuance disclosure services
- Has Public Policy and Regulations practice for changing laws/regs.
- Has strong training offerings. Would open continuing education so their clients could attend.
- Strong evaluation process with annual comprehensive review
- Satisfactory answers for the IRS and regulatory questions – answers do not provide details
- Debt compliance good – will assist with all reporting requirements.

Concerns:

- Does not perform rebate calculations
- Pricing is on higher end.
- Doesn't really say how firm will ensure compliance with statues/laws during length of contract, just states they will do that
- Didn't think proposal specific to Boone County
- Did not spell out the specific roles and responsibilities of their proposed team.

Experience/Expertise of Offeror

Strengths:

- Listed in Red Book
- Lead attorney also has business degree, diverse experience

Concerns:

- Provided City of Columbia as a reference but did not provide a specific contact person (pg. 5).
- Diffuse relevant experience
- Most of experience listed is in St. Louis area – worked in a county of our size?
- Uncertain on conflict of interest response.

OFFEROR #6: Thompson Coburn LLP – St. Louis, MO

It has been determined that **Thompson Coburn LLP** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Thompson Coburn LLP** has submitted a **non-responsive** proposal.

Method of Performance

Note: 334 lawyers in offices in Chicago, Belleville, Washington DC and St. Louis. 235 partners, 99 associates & counsel.

Strengths:

- Satisfactory answers for the IRS and regulatory rule questions
- Negotiate fees depending on actual work load – good for smaller issues
- Clear definition of Sara Kitthoff’s role and relationship with County. One point of contact for bonds and another for tax issues.
- Detail bond counsel services well
- Response to Question 6 regarding debt issuance and outstanding debt compliance with all applicable statutes, laws and regulations - will work with County to develop annual checklists.

Concerns:

- Does not denote where attorneys assigned to our engagement worked on referenced bond issues.
- Doesn’t really describe how communicate with County on legal/regulation issues. Does not mention training.
- Question 6 – ensuring compliance w/ laws/regulations, the proposal says “at the request of the County”. Does that indicate it is special project work for an additional cost?
- Negotiate fees depending on actual work load – – might increase price for complex issues
- Pricing is higher
- Did not provide E&O policy coverage, instead provided general liability policy
- Vague response to after evaluation financing

Experience/Expertise of Offeror

Strengths:

- Founded in 1929 (pg. 1) and served as bond counsel since 1981 (pg. 5). Listed in Red Book.
- Provided Missouri County references, Boone Hospital, and University of Missouri. (pg. 3 - 6).
- Sara Kotthoff, Boone County proposed primary representative, has 25 years of public finance law experience. (Pg. 3)
- Have been involved in hundreds of transactions as bond counsel (pg. 6). More than 1,000 public finance transactions involving an estimated \$15 billion in bonds (pg. 6).
- Have participated in seven (7) random IRS audits with “no change” letters from the IRS (pg. 8)
- Underwriters counsel for hospital bonds – firm has some experience in the County.
- Has wide variety of municipal issuer experience – MO experience listed is in St. Louis and St. Charles area, City of Columbia, University of Missouri, and others

OFFEROR #7: Hardwick Law Firm, LLC – Kansas City, MO

It has been determined that **Hardwick Law Firm, LLC** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Hardwick Law Firm, LLC** has submitted a **non-responsive** proposal.

Method of Performance

Note: Kansas City office has 2 partners, 1 senior attorney, 2 associate attorneys, 1 paralegal and 2 administrative assistants. But also has offices in Houston, Hartford, and New York.

Strengths:

- Mostly works with local government financings. In MO, that seems to be MHDC, City of Kansas City, City of St. Louis and Jackson County.
- Satisfactory answers for the IRS and regulatory rule questions
- Like the suggestions and willingness for post financing evaluation
- Fees do not have any exclusions and include everything in the scope of services.

Concerns:

- Exhibits are in the wrong order
- Pricing is high for first NID, but did include successive NID issuance discount
- Is \$5M sufficient liability coverage?
- Did not elaborate on roles/responsibilities of assigned staff and interactions with County personnel.
- Continuing education is weak.
- Does not include a formal process to identify conflicts of interest
- Debt compliance is weak. Suggests the County adopt a post issuance compliance policy and would meet with County to discuss and respond to questions regarding County's responsibilities. Does not address compliance on a continuing basis.
- Failed to list recent and extensive lead bond counsel experience

Experience/Expertise of Offeror

Strengths:

- Attended pre-response meeting via conference call
- Founded in 1991 – listed in Red Book..
- 90% of its legal services devoted to municipal finance and development issues and 20 years experience with performing bond counsel services. (pg. 1).
- Ranked in top 5 in Missouri of all bond counsel firms for volume of municipal bonds sold upon which it has rendered legal opinions (pg. 1).
- Jean Matzeder, proposed representative for Boone County, 20 years municipal finance practice with experience as bond counsel, underwriter's counsel, disclosure counsel or issuer's counsel on financings exceeding \$20 billion (Exhibit A).
- Provided Missouri county and city references

Concerns:

- Experience does not include a lot of counties – only Jackson County
- Has mainly worked as co-counsel or underwriter counsel. One reference from 2012 – others range from 2001-2006.
- Not seeing much hospital experience

Summary:

The evaluation committee initially met on April 16, 2013. The seven proposal responses were discussed at length and short-listed to:

- Gilmore and Bell for being the closest fit for the types of issuances that we encounter (counties and hospital).
- Kutak Rock for having municipal experience, and their proposal response clearly tried to align their service to meet our requirements.

Interviews: Gilmore and Bell, Jim Caldwell: April 25, 2013, 3:00 – 4:00 p.m.
Kutak Rock, Janet S. Garms: April 30, 2013, 9:00 – 10:00 a.m.

The evaluation committee met again on April 30, 2013 to discuss the two Offerors that made the short list.



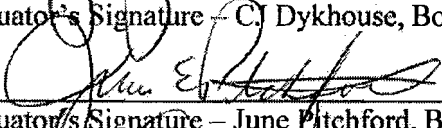
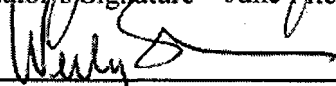
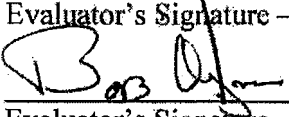
Kutak submitted a strong proposal document. Kutak presented strong team members. Their pricing was not as competitive.

Gilmore Bell had strong Missouri specific hospital revenue bond experience and presented strong team members. They submitted competitive pricing.

Recommendation for Award:

This evaluation report represents our subjective opinion of each Offeror’s strengths and concerns and is based upon our analysis of the relevant facts, as contained in each Offeror’s proposal.

We recommend that the County of Boone – Missouri award contract to **Gilmore Bell** for the services of RFP 12-04APR13 – Bond Counsel Services.

	5-16-13
_____ Evaluator’s Signature – Nicole Galloway, Boone County Treasurer	Date
	5/14/13
_____ Evaluator’s Signature – C. J. Dykhouse, Boone County Legal Counsel	Date
	5/16/2013
_____ Evaluator’s Signature – June Pitchford, Boone County Auditor	Date
	5/17/2013
_____ Evaluator’s Signature – Wendy Noren, Boone County Clerk	Date
	5/7/13
_____ Evaluator’s Signature – Bob Wagner, Boone Hospital Board	Date

**AGREEMENT FOR
BOND COUNSEL SERVICES
FOR THE BOONE COUNTY TREASURER**

THIS AGREEMENT dated the 6th day of June 2013 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gilmore & Bell, a Professional Corporation** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Agreement for **Bond Counsel Services**, County of Boone Request for Proposal number **12-04APR13**, Addendum #1, written minutes from the interview questions, Contractor's proposal response dated April 4, 2013 and Best and Final Offer Response dated April 24, 2013, both executed by James G. Caldwell on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement shall prevail and control over the Contractor's Proposal and Best and Final Offer responses.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Bond Counsel Services to the County, as described and in compliance with the original Request for Proposal and as presented in Contractor's response(s). Cost for services shall be as outlined below:

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
GO Bond, New Money	\$5,000	\$5,000 + \$1.00 per \$1,000 over \$1M - 10 million. \$14,000 + \$0.75 per \$1,000 over \$10 million
GO Bond, Refunding	\$6,500	\$6,500 + \$1.00 per \$1,000 over \$1M - 10 million. \$15,500 + \$0.75 per \$1,000 over \$10 million.
NID GO Bond, New Money – First Issue (Temporary Notes)	\$3,000	\$3,000 + \$1.00 per \$1,000 over \$1M - 10 million. \$12,000 + \$0.75 per \$1,000 over \$10 million
NID GO Bond, New Money – Successive Issue (Final Bonds)	\$5,000	\$5,000 + \$1.00 per \$1,000 over \$1M - 10 million. \$14,000 + \$0.75 per \$1,000 over \$10 million
NID GO Bond, Refunding	\$6,500	\$6,500 + \$1.00 per \$1,000 over \$1M - 10 million. \$15,500 + \$0.75 per \$1,000 over \$10 million.
Hospital Revenue Bond, New Money	\$17,500	\$17,500 + \$2.50 per \$1,000 over \$1M - 5 million. \$27,500 + \$2.00 per \$1,000 over \$5M - 10 million. \$37,500 + \$1.00 per \$1,000 over \$10M - \$50 million. \$77,500 + \$0.75 per \$1,000 over \$50 million.
Hospital Revenue Bond, Refunding	\$19,000	\$19,000 + \$2.50 per \$1,000 over \$1M - 5 million. \$29,000 + \$2.00 per \$1,000 over \$5M - 10 million.

256-2013

		\$39,000 + \$1.00 per \$1,000 over \$10M - \$50million. \$79,000 + \$0.75 per \$1,000 over \$50 million.
SO Bond, New Money	\$5,000	\$5,000 + \$1.00 per \$1,000 over \$1M - 10 million. \$14,000 + \$0.75 per \$1,000 over \$10 million
SO Bond, Refunding	\$6,500	\$6,500 + \$1.00 per \$1,000 over \$1M - 10 million. \$15,500 + \$0.75 per \$1,000 over \$10 million.
Certificates of Participation	\$15,000	\$15,000 + \$0.75 per \$1,000 over \$1M - 10 million. \$21,750 + \$0.50 per \$1,000 over \$10M - 25 million. \$29,250 + \$0.30 per \$1,000 over \$25 million.
Temporary Notes	\$3,000	\$3,000 + \$1.00 per \$1000 over \$1M - 10 million. \$12,000 + \$0.75 per \$1,000 over \$10 million

Proposed fee structure for assigned individuals for Special Project

<u>Name of Individual</u>	<u>Hourly Rate</u>	
Shareholders	\$240.00	
Associates	\$140.00	
EXAMPLES USING ABOVE FEE STRUCTURE	Bond Counsel Fee Only	Bond Counsel Fee With Official Statement
\$20 million Special Obligation Bonds (New Money)	\$21,500	\$26,500
\$20 million Hospital Revenue Bonds (New Money)	\$47,500	\$79,167
\$200,000 NID General Obligation Bonds First Issue (Temporary Notes)	\$3,000	\$8,000
\$200,000 NID General Obligation Bonds Successive Issue (Final Bonds)	\$5,000	\$10,000

Note: The County will reimburse Contractor for any reasonable out-of-pocket expenses incurred in connection with the Special Project Work such as travel except to the County for meetings, postage and delivery charges. Additional charges for secretarial services, photocopies, telephone calls and faxes will NOT be billed to the County.

3. **Contract Duration** - This agreement shall commence on the **date written above and extend for five years** subject to the provisions for termination specified below. Contract may be renewed by order of the County for two (2) one year periods.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Treasurer for service described in the proposal specifications. The County agrees to pay all invoices within thirty days of receipt of a correct and valid monthly invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. County may terminate this agreement for convenience by providing the Contractor with 60 days written notice.
- d. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

GILMORE & BELL, A PROFESSIONAL CORPORATION

By: James G. Caldwell
Signature

By: James G. Caldwell, Vice President & Director
Printed Name / Title

BOONE COUNTY, MISSOURI

By: Boone County Commission

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

J. B. [Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *my*

AUDITOR CERTIFICATION:

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane E. Pitchford
Signature *by [Signature]*

5/31/13
Date

No Encumbrance Required
Term & Supply
Appropriation Account

INTERVIEW MINUTES

By Melinda Bobbitt

12-04APR13 – Bond Counsel Services

Offeror: Gilmore & Bell

Offeror Attendees: James G. Caldwell, Rick Wright, Marc McCarty

County Attendees: Nicole Galloway, Wendy Noren, June Pitchford, CJ Dykhouse, Bob Wagner, Melinda Bobbitt

Date: April 25, 2014, 3:00 – 4:00 p.m.

1. Describe the process to address with the County turnover within the firm for those assigned to our engagement.

Response: Particularly proud of their non-existent turnover, particularly on partners and longevity of staff members. But if there is an issue, the 30 day notice is no problem. Would contact Nicole and CJ and let them know it was going to occur and discuss the new principle assignments with the County in advance to get the County's input.

2. Provide an example of a problem and a complaint that had to be resolved with a client, either through a formal or informal process.

Response: We would hope the County would let us know immediately that there is an issue and that you want to work with someone else. Rick has 20 years at Gilmore & Bell. If you feel one of the principals is not being attentive, you need to call any one of us and say you're not happy and we will address it. Any problems have been addressed informally as they have occurred.

3. There are nine attorneys assigned to our engagement. What would be the routine working relationship and method of communication with each for the County?

Response: Jim is the prime contact. He'll assign someone else (Rick), if working on Hospital Revenue Bond. A big bond financing might have a bigger team. The bond lawyer team listed in proposal response has done work with Counties. Jim will ensure proper internal communications with team members.

4. Have the attorneys assigned to our engagement been part of a post issuance evaluation with a client, and if so, describe that process.

Response: Have not been through that process. Could be open to it, especially if it would help us improve. Also, letting us know when it's going on so it can be addressed right then rather than at the end. Really need to focus on putting the key events on their calendar – our deadlines – up front so expectations are met. (i.e. when our Legal needs to review and our Commission needs to sign).

5. What are your thoughts on competitive bids vs. negotiated?

Response: Not everything works as a competitive bid. Refunding issues – important when you go into the market so bids do not work. Independent FA advises when you do a negotiated deal and when you do a competitive deal.

6. The County adopted tax and security law procedures. What would an annual review of current procedures look like?

Response: This whole area has been changing fast. We're doing so much more now than five years ago. We would provide at no charge our annual update. For the annual review, we will sit down and look at, are you up to date with the IRS mandates that you should be doing. It's an opportunity to look at new guidelines that need to be addressed.

7. In your proposal, it states there is a securities law endorsement for your liability policy, but in the BAFO response, it states there is no such an endorsement. Please clarify.

Response: Our policy covers securities laws. We have that policy with Liberty Mutual. They understand that our practice is 99% securities.

8. Can you confirm the dollar amount of the liability policy?

Response: \$10 million professional liability for a year. We've had zero dollars paid in the 15 years we've had this policy. Other firms may have other practice areas so would need higher amounts. For a firm of our size, this is the level that made sense. If the market indicates we need to purchase more; that would not be a problem.

BOONE COUNTY - MISSOURI

PROPOSAL NUMER AND DESCRIPTION: ~~18-04~~APR13 – Bond Counsel Services

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **4:00 p.m. April 24, 2013** by E-mail to mbobbitt@boonecountymo.org

I. CLARIFICATION – please provide a response to the following requests.

1.1. Official statement preparations are included in the scope of services; your proposal response lists these as a separate fixed fee. Provide clarification on services your firm provides regarding official statement preparation.

1.2. Describe your firm's internal process for identifying conflicts of interest. Do you accept the sanctions outlined in the Request for Proposal for breaches of conflicts of interest?

1.3. For the response to question #6, describe how your firm would ensure that Boone County as an issuer is in compliance with applicable statues, laws and regulations during the length of the contract.

1.4. Gilmore and Bell was the bond counsel for Boone County's Refunding Certificates of Participation Series 2012. In the closing documents, the Tax Compliance Agreement included the Form of Annual Compliance Checklist and Description of Property Comprising of the Financed Facility. Is it the standard to include these in the closing documents, or would these be provided under the proposed hourly rate?

1.5. Clarify if your professional liability policy excludes any activity covered under the scope of services. Describe what is covered under the separate securities law endorsement.

In compliance with this BAFO request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: Gilmore & Bell, P.C.

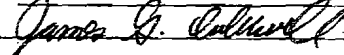
Address: 2405 Grand Blvd., Ste. 1100
Kansas City, MO 64108

Telephone: (816) 221-1000 Fax: (816) 221-1018

Federal Tax ID (or Social Security #): 43-1611738

Print Name: James G. Caldwell

Title: Director, Shareholder & Vice-President

Signature: 

Date: 4/24/13

E-mail: jcaldwell@gilmorebell.com



816-221-1000 MAIN
816-221-1018 FAX
GILMOREBELL.COM

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS
WICHITA
OMAHA | LINCOLN

April 24, 2013

Boone County Purchasing Department
Boone County Annex
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

Re: Clarification and Best & Final Offer to 12-04APR13, Bond Counsel Services for the Boone County Treasurer

Ladies and Gentlemen:

This letter is intended to clarify our responses and address certain questions raised about our responses in our original proposal to act as Bond Counsel for the County of Boone (the "County").

CLARIFICATION

1.1 Official statement preparations are included in the scope of services: your proposal response lists these as a separate fixed fee. Provide clarification on services your firm provides regarding official statement preparation.

We believe it is in the best financial interest of the County to list our fee for preparation of official statements as a separate fixed fee. When an official statement is not required or is prepared by underwriter's counsel, that fee will not be charged by Gilmore & Bell. If we include that fee in our overall bond counsel fee, it would be built into every deal, whether there is an official statement, or not. For example, with smaller issues (\$500,000 or less), preparation of an official statement may not be required. Similarly, when the bonds are privately placed with a bank, the bank may be willing to purchase the bonds without the added expense of preparing an official statement.

If, however, the County prefers that we provide our fee quote with the charge for the official statement automatically included, our base bond counsel fee would increase by an additional \$5,000 for all types of bond issues except for hospital revenue bond issues where our fee would be equal to 2/3's of our fee as bond counsel. Based on the hypothetical bond issuances posed in the County's Request for Proposal, our fees for bond counsel services with a separate column in those cases for which we prepare the official statement would be as follows:

Type	Bond Counsel Fee only	Bond Counsel Fee With Official Statement
\$20 million Special Obligation Bonds (New Money)	\$21,500	\$26,500
\$20 million Hospital Revenue Bonds (New Money)	\$47,500	\$79,167
\$200,000 NID General Obligation Bonds First Issue (Temporary Notes)	\$3,000	\$8,000
\$200,000 NID General Obligation Bonds Successive Issue (Final Bonds)	\$5,000	\$10,000

1.2 Describe your firm’s internal process for identifying conflicts of interest. Do you accept the sanctions outlined in the Request for Proposal for breaches of conflicts of interest?

Because of the emphasis in the firm’s business on public finance transactions, it is unlikely that a conflict of interest will arise in our engagement as bond counsel to the County. We do not represent developers, private companies that might be engaged in business with the County or any parties in litigation or similar administrative proceedings (other than administrative proceedings with the IRS relating to tax-exempt bonds). In the rare occasion when we are engaged by a private enterprise, before accepting that engagement, we confirm internally that there are no potential conflicts with any governmental issuers in the State of Missouri. We represent various underwriting firms on financings throughout the State, but will not represent an underwriting firm as its counsel in any underwriting engagement by that firm with the County.

If selected as bond counsel to the County, we will accept the sanctions outlined in the Request for Proposal for breaches of conflicts of interest.

1.3 Describe how your firm will ensure that Boone County as an issuer is in compliance with applicable statutes, laws, and regulations during the length of the contract.

Gilmore & Bell is well prepared to assist the County in following basic post-issuance bond compliance procedures that are designed to meet the Internal Revenue Code and Securities and Exchange Commission continuing disclosure rules applicable to bond issues.

It is the responsibility of bond counsel to provide an unqualified bond counsel opinion addressing the validity of the County’s bonds and other obligations and the tax-exempt status of interest on those obligations. Our procedures are substantial at the front-end of a bond issue, when we work closely with the appropriate County officials in documenting compliance with the applicable tax and SEC rules for a new bond issue. Likewise, as bond counsel, our validity opinion has implicit in it the legal conclusion that the County’s bond documents meet all applicable state laws. We use both tax and securities checklists, questionnaires and due diligence document requests to assist us in providing the required opinions and to assist the County in meeting its disclosure and tax-exempt bond related obligations.

Issuers such as the County are responsible for meeting their post-issuance compliance obligations. As noted above, we are well-suited to assist the County in that regard, and have already taken steps to formalize processes that have been in place with the County and Gilmore & Bell as bond counsel for many years.

In March 2012, we prepared and the County approved the County's Tax and Securities Law Compliance Procedures, which are comprehensive written procedures related to post-issuance compliance for all bond issues. In April 2012, the County and our firm entered into a Reminder Services Agreement under which we provide to the County, at no cost, an annual review of the current Tax and Securities Law Compliance Procedures to advise the County whether the procedures are consistent with current industry practices and/or if necessary, provide the County with recommended updates resulting from any changes in the federal tax and securities laws. In addition, we will provide reminders to the County when a final written allocation of bond proceeds is due, when rebate or other arbitrage computations are due, and when annual reports under the County's Continuing Disclosure Agreements or Undertakings are due.

If the County requests our assistance beyond the duties noted above, such services would be covered under the terms of a separate services agreement between the County and our firm.

If there are any changes in statutes, laws, and regulations that occur after bonds or other obligations are issued that could alter the County's obligations under the bond documents into order to comply with such changes, our practice is to notify our clients of such changes. We send regular Client Alerts to all our Missouri governmental issuers regarding a wide range of tax-exempt bond topics.

1.4 *Gilmore & Bell was the bond counsel for Boone County's Refunding Certificates of Participation Series 2012. In the closing documents, the Tax Compliance Agreement included the Form of Annual Compliance Checklist and Description of Property Comprising the Financed Facility. Is it the standard to include these in the closing documents, or would these be provided under the proposed hourly rate?*

The Annual Compliance Checklist is part of the standard bond counsel engagement by Gilmore & Bell, and there will be no separate fee for preparing that checklist.

As noted above, the checklist is part of the County's Tax and Securities Law Compliance Procedures. As part of our ongoing bond counsel engagement (and at no additional charge to the County), we will review and update that Procedure (if needed) in conjunction with each new bond issue. For example, the Annual Compliance Checklist for a particular new bond issue will be integrated, to the extent applicable, into the existing Annual Compliance Checklists utilized by the County.

1.5 Clarify if your professional liability policy excludes any activity covered under the scope of services. Describe what is covered under the separate securities law endorsement.

Our professional liability insurance policy does not have any exclusions that relate to our services as bond counsel to the County. We do not have a separate securities law endorsement, as our base policy covers all securities-related legal services provided by the firm. We have had the same insurer for over 10 years, and that national insurer is well-aware that over 95% of our practice is devoted to public and private offerings of municipal securities and directly-related legal services.

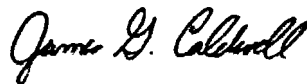
CONCLUSION

We expended a considerable amount of time on the proposed fee structure submitted with our original Proposal. The fee structure set forth in our initial proposal should be considered our best and final offer.

We look forward to meeting the evaluation team and discussing our proposal during our interview this Thursday at 3:00 pm. Thank you again for the opportunity to confirm our proposal to serve the County as its bond counsel.

Very truly yours,

GILMORE & BELL, P.C.

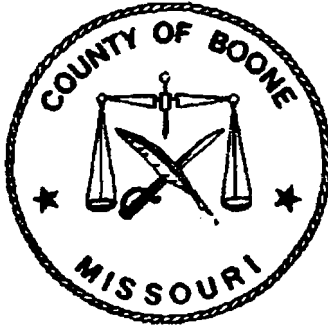


James G. Caldwell



PROPOSAL FOR BOND COUNSEL SERVICES
FOR THE
BOONE COUNTY TREASURER

COUNTY OF BOONE – MISSOURI



RESPONSE TO REQUEST FOR PROPOSAL RFP #12-04APR13

APRIL 4, 2013



GILMORE BELL

816-221-1000 MAIN
816-221-1018 FAX
GILMOREBELL.COM

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS
WICHITA
OMAHA | LINCOLN

April 2, 2013

Boone County Purchasing Department
Boone County Annex
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

Re: Proposal to Serve as Bond Counsel for Boone County, RFP#12-04APR13

Ladies and Gentlemen:

In response to your Request for Proposal for Bond Counsel Services, Gilmore & Bell, P.C. ("Gilmore & Bell") is pleased to submit our proposal to act as Bond Counsel for the County of Boone (the "County") in connection with the County's financings, tax issues and legal matters relating to debt issuance.

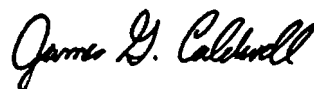
Gilmore & Bell is a service-oriented law firm that applies a philosophy of providing quality, cost-efficient and timely services to assist our clients in the completion of successful financings that meet the goals of the participants. Gilmore & Bell has the relevant experience, expertise and personnel to uniquely enable us to assist in the successful and expeditious completion of financings. All facets of our firm and its resources are designed and dedicated to provide effective, efficient and timely representation in financial transactions.

The information requested in the Request for Proposal for Bond Counsel Services is contained in this proposal.

Please let us know if you have any questions regarding our proposal or if you need any additional information. Thank you again for the opportunity to serve the County.

Very truly yours,

GILMORE & BELL, P.C.



James G. Caldwell



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Response to Request for Proposal RFP #12-04APR13

Tab B – Scope of Services

Tab C – Special Project Work

Tab E – Information Required for Proposal

Tab F – Conflict of Interest

**Tab I – Supplemental Material:
Bond Counsel Experience in Missouri Counties
Proposal Addendum #1**

RESPONSE TO SECTION B: SCOPE OF SERVICES

Our services as Bond Counsel will include working with the County Treasurer, County Commission, County Clerk, County Counselor and their staff on legal aspects of each proposed bond financing. In addition, when necessary and requested by the County during the normal course of bond issues, we will work with outside parties engaged by the County including financial advisors, trustees, paying agents, bond underwriters and their counsel and others in all matters relating to the County's planning, structuring and authorization of the County's financings and programs. We have reviewed the scope of services set forth in the County's Request for Proposal and agree to perform all of such services in a timely and efficient manner.

In conjunction with performing the requested Bond Counsel services, we are prohibited under applicable federal securities law from providing, and will not provide, the County any investment advisory, financial advisory or municipal advisory services. We are not a financial advisor or a municipal advisor to the County or any other issuer or obligor.

RESPONSE TO SECTION C: SPECIAL PROJECT WORK

At the written request of the County Treasurer, Gilmore & Bell will provide legal services or opinions that are outside the Scope of Services in Section B but which are related to the County's debt management and financings and evaluate or recommend legal aspects of potential financing structures or strategies ("Special Project Work"). Special Project Work will be pursuant to a written agreement between the County and Bond Counsel entered into prior to the commencement of the Special Project Work that outlines the scope and estimated costs of the Special Project Work. Special Project Work will be compensated at the hourly rates described in Section E.13, unless otherwise agreed to in writing by the County Treasurer. The County is only obligated to pay Bond Counsel for Special Project Work if it is pursuant to the requirements of this section.

RESPONSE TO SECTION E: INFORMATION REQUIRED FOR PROPOSAL

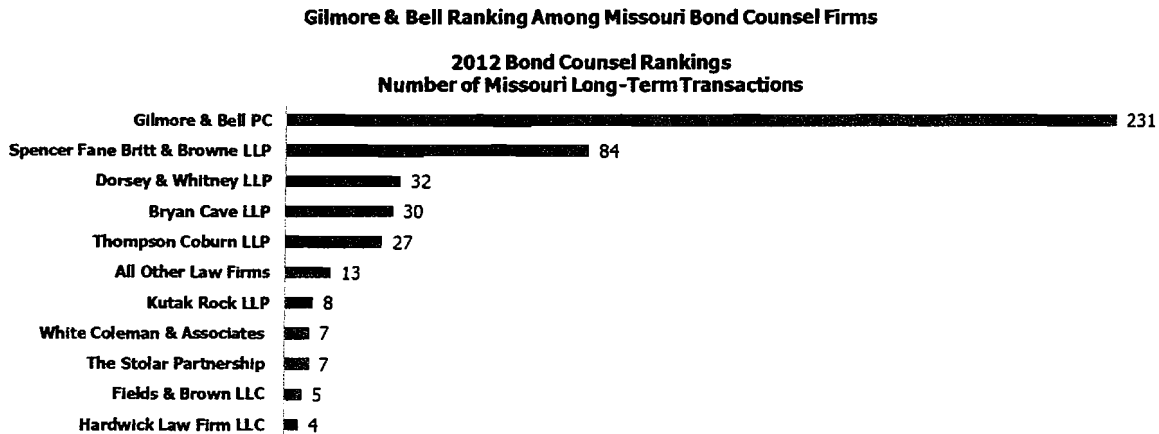
1. Provide a description of your firm that includes the location of the firm’s headquarters and the office which will serve the County, firm ownership, the length of time your firm has been in business, the number of partners and associates, and an overview of services offered. Include if your firm is listed in Bond Buyer’s Municipal Marketplace (the “Red Book”).

Gilmore & Bell was established in 1979, and today is one of the leading public finance law firms in the United States. The firm specializes in public finance transactions, serving as bond counsel or underwriters’ counsel in a wide variety of tax-exempt and taxable financings and providing tax and arbitrage rebate services in connection with tax-exempt financings. The firm also handles commercial and corporate finance transactions and securities law matters.

Gilmore & Bell has a total of 50 attorneys (38 are partners/shareholders and 12 are associates) in five offices, located in Kansas City and St. Louis, Missouri, Wichita, Kansas and Omaha and Lincoln, Nebraska. The bond counsel work for the County would be handled from our Kansas City office, which is the main office of Gilmore & Bell.

Gilmore & Bell’s attorneys have varied and extensive experience in all aspects of public finance transactions, including planning, structuring and coordinating financings, drafting legal documents, appearing before public bodies and agencies, and consulting with issuers and investment bankers on a wide array of public law matters. All offices of the firm are listed in the municipal bond attorneys section of The Bond Buyer’s Municipal Marketplace Directory commonly known as the Red Book.

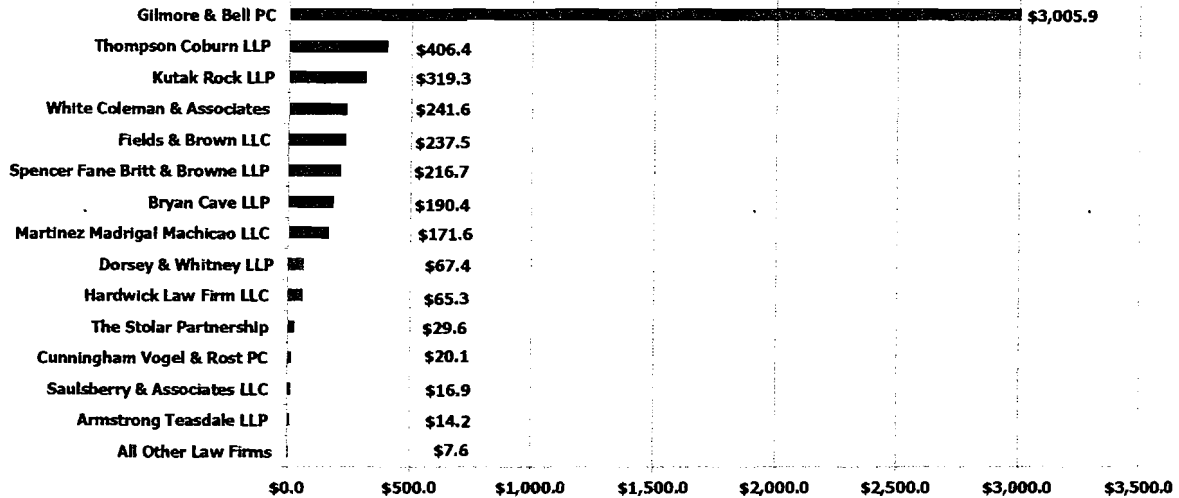
Gilmore & Bell has a national reputation in the field of tax-exempt bond financing and has one of the largest public finance practices in the country. In 2012, Gilmore & Bell ranked first in the United States in the number of bond counsel opinions rendered on municipal bond issues, acting as bond counsel on approximately 530 issues aggregating approximately \$6.13 billion. In the published listings for 2012, the firm’s rankings among Missouri bond counsel firms by number of issues and principal amount of bonds are as follows:



Source: Thomson Reuters. "All Other Firms" include Yates Mauck Bohrer Eliff & Croessman PC; Martinez Madrigal Machicao LLC; Armstrong Teasdale LLP; Cunningham Vogel & Rost PC; Saulsberry & Associates LLC; Mickes Goldman O'Toole LLC; and Worsham N Caldwell Jr & Associates LLC.

Gilmore & Bell Ranking Among Missouri Bond Counsel Firms

**2012 Bond Counsel Rankings
Dollar Volume of Missouri Long-Term Transactions (in Millions)**



Source: Thomson Reuters. "All Other Firms" include Mickes Goldman O'Toole LLC; Yates, Mauck Bohrer Eliff & Croessman PC and Worsham N Caldwell Jr & Associates LLC

Gilmore & Bell is committed to the concept of a highly-specialized legal practice and believes this approach enhances the firm's ability to serve its clients. The firm's lawyers devote nearly 100% of their time to municipal finance and related public law matters. What distinguishes Gilmore & Bell from other bond lawyers or firms is service and the creativity of its lawyers. The firm has established a reputation with its clients for providing timely service and finding ways to do what others have said was impossible. It takes a commitment to service, expertise, experience, creativity and hard work to achieve the goals of any issuer in today's complicated credit markets. These are qualities at which Gilmore & Bell excels and provides to its clients.

Gilmore & Bell is the only bond counsel firm in Missouri with seven full-time public finance tax attorneys whose job is to advise clients of the firm (and other attorneys in the firm) of the ever-changing federal tax statutes, regulations and rulings that could affect the County's debt financing programs. Gilmore & Bell is also the only Missouri bond counsel firm with two attorneys whose practice focuses on federal and state securities laws and disclosure requirements related to state and local bonds.

2. Biographies of the individuals who will be assigned to the engagement, relevant education, special training, and experience of each in local governments and hospital bond transactions. Include at least one principal in this list. Specifically list individuals in the firm who will serve as bond counsel, tax counsel, and disclosure counsel, and describe anticipated division of duties among partners, associates, and paralegals. If any additional lawyers with your firm may be available for consultation, identify them and their specialized expertise. Provide the name, address, phone number, fax number and email address of the firm's lead attorney for this engagement. Submit a statement referencing that those

individuals assigned to represent the County in bond matters are in good standing with the Missouri Bar.

Principals Performing Work. The principals or shareholders who will actually perform the work on the bond financings for the firm are James Caldwell (general municipal bond and lease-purchase financings), Richard Wright (hospital revenue bonds and disclosure counsel), Sid Douglas (general municipal bond, lease-purchase and hospital revenue bonds), Richard McConnell (general municipal bond and lease-purchase), and Marcus McCarty and Michael McRobbie (tax attorneys). Assisting on work for the County will be associates Scott Waller and Jacob Lowry (bond counsel matters), and James Dummitt (tax matters). James Caldwell will be the attorney primarily responsible for Gilmore & Bell's representation as bond counsel for the County. James' contact information is: Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri 64108, direct telephone (816) 218-7543; fax number (816) 221-1018, email address: jcaldwell@gilmorebell.com. All of the Gilmore & Bell attorneys in Kansas City and St. Louis are licensed to practice law in the State of Missouri and in good standing with the Missouri Bar.

Additional Staff. In addition to the attorneys, Gilmore & Bell attorneys are assisted by a team of financial analysts performing a variety of mathematical computations and analyses involved in public finance transactions, such as cash flow analyses, escrow structuring, yield computations, debt service computations, arbitrage rebate analyses and other computations necessary to assure compliance with federal arbitrage and other federal tax law requirements. In addition to the analysts, Gilmore & Bell has paralegals assisting the attorneys in all parts of the bond work from the beginning phases of the bond issue to the completion of the transcript of the final documents after the issuance of the bonds.

Biographies of Key Personnel.

James G. Caldwell is a shareholder of the firm in the Kansas City office. Mr. Caldwell has practiced law primarily as a municipal bond attorney since 1986. Mr. Caldwell has served as bond counsel on numerous financings for Missouri counties, cities and school districts. For over 15 years, Mr. Caldwell has served as bond counsel for the Springfield R-12 School District, which is now the largest school district in the State of Missouri. In addition to governmental financings, Mr. Caldwell has had extensive experience on financings for economic development purposes. Mr. Caldwell is one of two Gilmore & Bell shareholders serving as counsel to the Missouri Development Finance Board (MDFB). Mr. Caldwell handles the BUILD Missouri Bond Program for MDFB providing state income tax credits to major employers in the State of Missouri. Mr. Caldwell is a member of the Missouri Bar Association. Mr. Caldwell received his B.S. from Southwest Missouri State University in 1973, his M.A. in journalism from the University of Missouri-Columbia in 1977, and his J.D. (with distinction) from the University of Missouri-Kansas City in 1986, where he was a member of The Order of Barristers and the National Moot Court team. Prior to entering law school he worked from 1977 to 1983 as a news reporter, assistant news director and producer for KYTV in Springfield, Missouri.

Richard M. Wright, Jr. is a shareholder of the firm in the Kansas City office. Mr. Wright has extensive experience serving as bond counsel on numerous hospital/health care financings. In addition, Mr. Wright has concentrated in securities law aspects of public finance and nonprofit and governmental hospital finance since he joined the firm in 1992. Prior to that, he practiced in the securities law and corporate finance fields for 10 years. Mr. Wright

has been responsible for numerous public and private securities offerings, tender offers, going private transactions and acquisitions and divestitures of publicly- and privately-held businesses. Mr. Wright is a member of the Missouri Bar Association and the National Association of Bond Lawyers. He received his B.A. (summa cum laude) from William Jewell College in 1978 and his J.D. (cum laude) from Harvard Law School in 1981.

E. Sid Douglas, III is a shareholder of the firm in the Kansas City office. Mr. Douglas has been in the public finance practice since joining the firm in 1989. Mr. Douglas specializes in the area of tax-exempt bond financing for state and local governments, hospitals, colleges and other private institutions and has served as bond counsel and underwriter's counsel on a wide variety of tax-exempt financings. Mr. Douglas has handled a number of lease financings for various counties, as well as the issuance of special obligation bonds. Mr. Douglas is a member of the Missouri Bar Association and Missouri Municipal Attorneys Association. Mr. Douglas received his B.S.B.A. (cum laude) in 1980 and his J.D. (cum laude) in 1983 from the University of Missouri-Columbia. While in law school he was a staff member of the Missouri Law Review and a member of the Order of the Coif.

Richard C. McConnell is a shareholder of the firm in the Kansas City office. He has practiced law with the firm since entering the law practice in 2000. Mr. McConnell's practice includes governmental and economic development financings. He is a member of the Missouri Bar Association and the Kansas Bar Associations. Mr. McConnell received his B.A. degree (summa cum laude) in Political Science from Missouri Southern State College in 1992. Prior to attending law school, he served in various administrative positions for the City of Branson, Missouri, including Assistant City Administrator and Interim City Administrator. He received his J.D. degree (with distinction) from the University of Missouri-Kansas City, where he served as a Literary Editor of the *UMKC Law Review*.

Marcus C. McCarty is a shareholder of the firm in the Kansas City office and is chief operating officer of Gilmore & Bell. Mr. McCarty has been engaged in the public finance and tax practices since entering private practice in 1984. Mr. McCarty is a member of the National Association of Bond Lawyers and is an adjunct professor of law at the University of Missouri School of Law where he teaches the course in State and Local Taxation. Mr. McCarty received a B.A. (magna cum laude) from Westminster College in 1977; a J.D. (cum laude) from the University of Missouri-Columbia in 1980 and a MLT (Master of Laws in Taxation) from Georgetown University in 1983. Prior to entering private practice, Mr. McCarty served for four years as a counsel with the United States Army Judge Advocate General Corps in Washington, D.C.

Michael D. McRobbie is a shareholder of the firm and has practiced law since 1984. During his legal career he has specialized in advising public finance attorneys, issuers and borrowers on the taxation of state and local bonds. He is a member of the Missouri Bar, the Georgia Bar and the National Association of Bond Lawyers. Mr. McRobbie received a B.S. (with distinction) in Marine Engineering in 1973 from the U.S. Naval Academy, an M.S. in Nuclear Engineering in 1974 from the Massachusetts Institute of Technology, and a J.D. (with distinction) in 1984 from the University of Missouri-Kansas City School of Law. He is the author of the federal tax chapter of the *Fifty State Survey*, published by the Association for Governmental Leasing and Finance, and the current chair of the Arbitrage and Rebate Panel of the National Association of Bond Lawyers Bond Attorneys' Workshop. Before law school, Mr. McRobbie served as an officer in the United States Navy submarine force.

Scott Waller is an associate of the firm in the Kansas City office. Mr. Waller has assisted on numerous hospital/health care financings. He received his Bachelor of Science in Business Administration (Finance and Banking) with an Economics minor from the University of Missouri-Columbia in 2004 (summa cum laude) and his J.D. from the University of Missouri-Columbia in 2007, where he was a member of the Missouri Law Review and Order of the Coif. Mr. Waller is a member of the Missouri, Kansas and Kansas City Metropolitan Bar Associations, the American Health Lawyers Association and the Missouri Hospital Association.

Jacob S. Lowry is an associate of the firm in the Kansas City office. Mr. Lowry has assisted on numerous governmental bond and lease-purchase financings. He is a member of the Missouri and Kansas Bar Associations. Mr. Lowry received his B.A. in Marketing with a minor in Management Information Systems from the University of Oklahoma in 2001. In 2004, he received his J.D. (with distinction) from the University of Missouri-Kansas City School of Law where he was a member of the UMKC Law Review.

James K. Dummitt is an associate of the firm in the Kansas City office. Mr. Dummitt assists on federal income tax matters. Mr. Dummitt was admitted to the California Bar in 2007 and the Missouri Bar in 2009. He is a member of the National Association of Bond Lawyers. Mr. Dummitt received his Bachelor of Arts (History) from the University of California, Los Angeles in 2003 and his J.D. (cum laude) from the Pepperdine University School of Law in 2007. He completed his LLM in Taxation from the New York University School of Law in 2008.

Even though the members of the finance team listed above will be the primary Gilmore & Bell lawyers assigned to work on Boone County matters, ***all of the resources of the firm will be available to the County if required to successfully execute a financing transaction.***

3. Please provide five recent references, similar to the County, for whom the firm has provided the type of services described herein. Denote where the individuals assigned by the firm to the County have worked.

Gilmore & Bell served as Bond Counsel for all five of the following issues, all of which were handled by attorneys in our Kansas City offices.

A. \$36,620,000 Jackson County, Missouri Special Obligation Refunding and Improvement Bonds, Series 2013 (Sid Douglas principal attorney)

- a. Purpose of issue: purchase of land and related improvements for parking facilities plus refunding two series of bonds issued by Jackson County's Public Building Corporation for infrastructure improvements.
- b. Type of issue: Special Obligation Refunding and Improvement Bonds
- c. Size of issue and term of bonds: \$36,620,000; serial bonds maturing in 2013 through 2029.
- d. Manner in which sold: negotiated sale.
- e. Date of issue: March 28, 2013
- f. Use of derivative products and type of product: none
- g. Form of Bond Counsel opinion used: attached

- h. Contact information:
Jay D. Haden
Chief Deputy County Counselor
Jackson County, Missouri
Direct Dial (816) 881-3150

B. \$15,985,000 Phelps County, Missouri Hospital Refunding Revenue Bonds (Phelps County Regional Medical Center), Series 2011, and \$10,000,000 Phelps County, Missouri Hospital Refunding Revenue Bonds (Phelps County Regional Medical Center), Series 2012 (Richard Wright principal attorney)

- a. Purpose of issue: \$25,985,000 aggregate principal amount of refunding of county hospital revenue bonds issued by Phelps County, Missouri to refinance improvements to Phelps County Regional Medical Center.
- b. Type of issue: County Hospital Revenue Bonds
- c. Size of issue and term of bonds: \$15,985,000 issued in 2011 with final maturity in 2018 and \$10,000,000 issued in 2012 with final maturity in 2022.
- d. Manner in which sold: private placements.
- e. Date of issue: March 31, 2011 and March 15, 2012
- f. Use of derivative products and type of product: none
- g. Form of Bond Counsel opinion used: attached (for 2012 issue – 2011 bond counsel opinion was substantially identical).
- h. Contact information:
Ed Clayton
Chief Financial Officer
Phelps County Regional Medical Center
Phone number: (573) 458-7919
Carol Bennett
County Clerk
Phelps County, Missouri
Phone number: (573) 458-6115

C. \$8,600,000 Platte County, Missouri General Obligation Transportation Refunding Bonds, Series 2012 (Richard McConnell attorney)

- a. Purpose of issue: refunding four series of bonds issued by Platte County for transportation related projects, including roads, bridges, drainage structures and related improvements.
- b. Type of issue: General Obligation Transportation Refunding Bonds
- c. Size of issue and term of bonds: \$8,600,000; serial bonds maturing in 2013.
- d. Manner in which sold: negotiated sale.
- e. Date of issue: March 15, 2012
- f. Use of derivative products and type of product: none
- g. Form of Bond Counsel opinion used: attached
- h. Contact information:
Jason Brown, Presiding Commissioner
Dana Babcock, Director of Administration 816-858-3332
Platte County, Missouri
Phone number: (816) 858-3334

D. \$8,685,000 Missouri Development Finance Board Taxable Infrastructure Facilities Refunding Revenue Bonds (City of St. Joseph, Missouri - Triumph Foods, LLC Project) Series 2012B, and \$8,825,000 Missouri Development Finance Board Infrastructure Facilities Refunding Revenue Bonds (City of St. Joseph, Missouri - Sewerage System Improvements Project) Series 2012C (James Caldwell principal attorney)

- a. Purpose of issue: refunding two series of bonds issued by the Missouri Development Finance Board on behalf of the City of St. Joseph, Missouri issued to finance sewer system improvements.
- b. Type of issue: Infrastructure Facilities Refunding Revenue Bonds
- c. Size of issue and term of bonds: Series 2012B: \$8,685,000; maturing in 2024; Series 2012C: \$8,825,000; maturing in 2024.
- d. Manner in which sold: negotiated sale.
- e. Date of issue: November 5, 2012
- f. Use of derivative products and type of product: none
- g. Form of Bond Counsel opinion used: attached
- h. Contact information:
Carolyn Harrison
Director of Administrative Services
City of St. Joseph, Missouri
Phone number: (816) 271-5526

E. \$28,265,000 The School District of Springfield R-12 General Obligation School Refunding Bonds (Missouri Direct Deposit Program), Series 2012 (James Caldwell principal attorney)

- a. Purpose of issue: refunding \$30,000,000 of general obligation bonds issued by the Springfield R-12 School District to finance improvements to school facilities.
- b. Type of issue: General Obligation Bonds
- c. Size of issue and term of bonds: \$28,550,000; serial bonds maturing 2014 through 2023.
- d. Manner in which sold: negotiated sale.
- e. Date of issue: March 28, 2012
- f. Use of derivative products and type of product: none
- g. Form of Bond Counsel opinion used: attached
- h. Contact information:
Steve Chodes
Chief Financial Officer
Springfield R-12 School District
Phone number: (417) 523-0159 0078

Additional Information Regarding References:

In 2008, Mr. Caldwell served as bond counsel working with officials of the County of Boone and with representatives of the Regional Economic Development Incorporated ("REDI") structuring a complicated financing involving the issuance of industrial revenue bonds under Chapter 100 of the Revised Statutes of Missouri for the benefit of Analytical Bio-Chemistry

Laboratories, Inc. Since then, we have had a number of conversations with REDI about other potential economic development projects. REDI contact information: Mike Brooks or Bernie Andrews, phone number: (573) 442-8303.

During his career, Mr. Caldwell has served as bond counsel on jail/justice center and/or courthouse financings for numerous Missouri counties. Last year, our firm successfully represented Lafayette County on an IRS audit of a series of bonds originally issued in 2003. Mr. Caldwell was responsible for securing an amendment to an agreement between the County and the U.S. Marshals Service regarding the housing of federal prisoners, addressing an issue that otherwise could have adversely impacted the tax-exempt status for the bonds. As a result, the County will be able to refund the 2003 bonds this year for substantial interest cost savings. Lafayette County contact information: Linda Niendick, Lafayette County Clerk, phone number: (660) 259-4315.

4. Demonstrate expertise working with government agencies, particularly those having similar organization, size and growth patterns as the County. Emphasize the strength of the firm in any relevant areas which you feel the County should weigh in its selection.

Gilmore & Bell provides a full range of services to assist public entities with economic development matters and has established a practice group within the firm to concentrate on these areas. Attorneys practicing in this group assist public entities in the utilization of tools such as development impact fees, Tax Increment Financing, Neighborhood Improvement Districts, Transportation Development Districts, Community Improvement Districts and tax abatement. These attorneys have considerable experience in preparing and negotiating agreements, preparing ordinances and code provisions, establishing special funding districts, structuring and completing complex financings and assisting local governments in all other matters related to the completion of development projects. By combining the firm's experience in finance transactions with these services, Gilmore & Bell is able to offer its clients the ability to complete these transactions in a seamless and efficient way. In addition, having the finance and federal tax expertise of the firm available from the earliest stages helps structure transactions in a way that maximizes tax-exempt financing while providing maximum security for the local government.

5. Describe how your firm will assure that it is aware on a continuing basis of current information that may affect the financial, legal, federal and state legislation, or regulatory factors that may impact the County. Describe how this will be communicated to the County. Include any training offered by your firm.

Gilmore & Bell includes membership in the National Association of Bond Lawyers (NABL) for various attorneys, and various attorneys attend one or more NABL sponsored Continuing Legal Education (CLE) conferences each year. Customarily, the firm has updates on key developments in municipal bond and securities practice (including information learned at NABL conferences) at regular firm meetings. Additionally, the firm has periodic in-house CLEs, with particular emphasis on public finance, tax aspects of public finance, securities aspects of public finance, government lease financing, and conflicts of interest and other ethics issues relating to public finance.

Gilmore & Bell's post-issuance compliance services are designed to help municipal issuers, other borrowers and trustees comply with the federal income tax and securities law continuing disclosure requirements *after* the bonds are issued. The firm has a staff of thirteen financial analysts, paralegals and administrative staff dedicated to delivering this assistance to issuers after the bond issue closes. These individuals work under the supervision of lawyers in the firm's tax and securities departments to provide advice and assistance tailored to each client's needs. Meghan McKernan, a shareholder of the Firm, is responsible for delivery of post-issuance compliance engagements and the delivery of services to our clients.

The County's post issuance tax and securities disclosure obligations will be discussed and documented as part of each bond counsel engagement. After closing, Gilmore & Bell can provide assistance and support to meet the issuer's specific needs as part of a separate engagement. This work can be limited to one or more bond issues, or can encompass all of the County's outstanding tax-exempt debt. Compliance services are generally provided on a fixed-fee basis so that the issuer is able to budget for the ongoing cost of these services.

The Firm provides post-issuance services in four specific areas (1) arbitrage investment and rebate compliance (2) final accounting and use of bond financed assets (3) annual and special continuing disclosure filings and (4) special IRS audit representation. The following specific services are offered:

- Draft and/or update post-issuance compliance procedures;
- Complete arbitrage computations;
- Assist with record-keeping, including completion of a summary of expenditures and financed assets;
- Create a post-issuance tracking system for all outstanding debt obligations;
- Draft and file annual reports with the MSRB via EMMA;
- Assist in annual compliance checklists;
- Voluntary Compliance Agreement Requests to the IRS;
- Respond to IRS Questionnaires or IRS Examinations;
- Review leases, management/operating agreements, research contracts or other agreements entered into for use of bond financed assets;
- Assist with preparation of IRS Form 990, Schedule K for 501(c)(3) borrowers;
- Present in-house compliance training sessions; and
- Prepare IRS Form 8038-CP in order to assist borrowers with receipt of interest subsidy payments.

Gilmore & Bell is committed to acquiring and maintaining state-of-the-art office machinery and equipment necessary to respond quickly to the requirements of complex financings. This equipment is used in document production, data compilation and complex calculations to permit financial analysis of transactions. There are three in-house specialists that structure and maintain Gilmore & Bell's information technology network. In addition, Gilmore & Bell has created and maintains a web page on the Internet (www.gilmorebell.com), which provides links to useful websites relating to public finance, including lists of securities depositories, Bloomberg bond markets quotes, and MSRB, IRS and SEC websites. This web site and network infrastructure equipment for each Gilmore & Bell office permit instantaneous communication and transfer of information and documentation between attorneys within an office and other offices of Gilmore & Bell, and also permit routine distribution and receipt of

financing documents and other data. This dissemination of documentation has reduced photocopy and distribution costs for our clients.

6. Describe how your firm will ensure debt issuance and outstanding debt compliance with all applicable statutes, laws, and regulations during the length of the contract.

Gilmore & Bell is an associate member of a number of organizations including the Missouri Association of Counties that keep track of state and federal legislation and other legal developments impacting counties and other issuers. In addition, we subscribe to services which provide updates to changes in applicable statutes and regulations.

7. Respond to the following inquiries regarding federal tax law:

a. Has your firm ever represented a government agency on a random audit by the IRS? What was the outcome?

Gilmore & Bell regularly assists issuers in responding to tax audits and other similar administrative inquiries by the IRS related to tax-exempt or tax-advantaged bonds (such as Build America Bonds). While we do not keep track of the number of engagements initiated or completed each year, we believe we have represented issuers in over 100 tax audits. We currently have approximately 10 open examinations. Generally, we were the bond counsel or special tax counsel on the bonds or debt that is the subject of all of these audit examinations. None of the audits have involved Code Section 6700 penalties or proposed Section 6700 penalties against the Firm or its lawyers, or to our knowledge, against the issuer. It is possible that other parties (underwriters, banks and other investment providers or brokers) faced Section 6700 administrative proceedings as part of the publicized examinations (civil and criminal) that ultimately lead to global settlements with the IRS, the SEC and/or the Comptroller of the Currency for investments purchased for a bond issue where we gave an approving opinion; but we are unaware of the outcome against these individuals and we did not represent the issuer or any other party any proceeding of this type.

During the past five years we have worked with a municipality and a conduit borrower in connection with the negotiation of a closing agreement with the IRS in order to preserve the tax-exempt status of interest on a small issuer private activity bond. The potential loss of tax-exempt status was threatened based on alleged non-compliance by the borrower with a tax rule and tax compliance agreement covenant relating to timely expenditure of bond proceeds. The amount required to settle the violation and protect the tax-exempt status of the bonds was paid by the conduit borrower. With this exception, in the past five years all other IRS audits have closed without any change to the tax-exempt status of interest on the bonds. There is no administrative assessment or proposed assessment with respect to any of the pending audit examinations.

Additional information requested regarding these IRS audits is privileged information for the bond issuer or borrower, and may not be disclosed to the County or any other person by Gilmore & Bell without prior consent of such party.

We believe that the Firm's experience over the past 15 years representing our issuer clients in audits and related IRS inquiries has provided our tax lawyers with valuable practical experience regarding issues of concern to the IRS, and ultimately has made us better able to advise our clients on how best to satisfy their ongoing tax compliance responsibilities.

b. Has a federal tax opinion delivered by your firm during the past ten years been invalidated or overturned?

No. The firm has issued over 5,000 bond counsel opinions during this ten-year period.

c. Describe any financing for which your firm or lawyers proposed to be assigned to the County's work have rendered any opinion which has resulted in the loss of tax exemption on bonds issued by clients.

None. The firm has issued over 5,000 bond counsel opinions during this ten-year period.

8. Describe the type and amount of professional liability insurance your firm carries.

Gilmore & Bell currently maintains a policy of professional liability insurance with Liberty Surplus Insurance Corporation with limits of \$10,000,000. This policy contains a securities law endorsement. A copy of this policy is available upon request.

9. Provide a statement of assurance that the firm is not currently in violation of any regulatory agency rule or, if in violation, and explanation as to why the violations would not have material adverse impact on the firm's ability to perform under this agreement.

Gilmore & Bell is not and has never been in violation of any regulatory agency rule.

10. Describe the process to resolve complaints or disputes between Bond Counsel and the County.

Gilmore & Bell has rarely had complaints or disputes with its numerous governmental issuer clients. In those rare instances where disputes have occurred, the responsible attorney(s) in the firm have met with the appropriate officials of the governmental entity. In those limited instances, matters have been resolved to the satisfaction of the client through those informal dialogues and problem resolution discussions.

11. Describe how Bond Counsel should be evaluated after a financing.

We would suggest a post-closing evaluation based on (i) bond counsel's assistance in reaching the non-financial goals of the County that were articulated during the financing (e.g. timing goals to complete the financing), (ii) bond counsel's demonstrated ability (or lack of ability) to resolve any complex legal issues (including tax issues) that may have arisen during

the course of the financing, and (iii) bond counsel's demonstrated ability (or lack of ability) to work effectively with all parties in the financing, including the County, the underwriter, underwriter's counsel and any financial advisor(s) to the County.

12. The County will compensate Bond Counsel based upon the size and complexity of each financing, including issuance of bonds, notes, leases, and other types of indebtedness for the services including, but not limited to, those described in Section B, Scope of Services. Bond Counsel will be paid from the proceeds of the debt issuance upon satisfactory completion of the issuance and submission to the County Treasurer of an invoice detailing the work performed. If the debt is not sold, Bond Counsel shall not receive payment for work.

Fees will be structured with a fixed dollar minimum amount per issue, or variable rate, if greater than the minimum. For NID general obligation bonds, include separate pricing for first issuance work performed by the firm, and pricing for successive issuances.

List the firm's fees for each financing type according to the following schedule:

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
GO Bond, New Money	\$5,000	\$5,000 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,000 + \$0.75 per \$1,000 over \$10,000,000
GO Bond, Refunding	\$6,500	\$6,500 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000 \$15,500 + \$0.75 per \$1,000 over \$10,000,000
NID GO Bond, New Money – First Issue (Temporary Notes)	\$3,000	\$3,000 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000 \$12,000 + \$0.75 per \$1,000 over \$10,000,000
NID GO Bond, New Money – Successive Issue (Final Bonds)	\$5,000	\$5,000 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000 \$14,000 + \$0.75 per \$1,000 over \$10,000,000
NID GO Bond, Refunding	\$6,500	\$6,500 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000 \$15,500 + \$0.75 per \$1,000 over \$10,000,000
Hospital Revenue Bond, New Money	\$17,500	\$17,500 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000 \$27,500 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000 \$37,500 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000 \$77,500 + \$0.75 per \$1,000 over \$50,000,000

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
Hospital Revenue Bond, Refunding	\$19,000	<p>\$19,000 + \$2.50 per \$1,000 over \$1,000,000 up to \$5,000,000</p> <p>\$29,000 + \$2.00 per \$1,000 over \$5,000,000 up to \$10,000,000</p> <p>\$39,000 + \$1.00 per \$1,000 over \$10,000,000 up to \$50,000,000</p> <p>\$79,000 + \$0.75 per \$1,000 over \$50,000,000</p>
SO Bond, New Money	\$5,000	<p>\$5,000 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$14,000 + \$0.75 per \$1,000 over \$10,000,000</p>
SO Bond, Refunding	\$6,500	<p>\$6,500 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$15,500 + \$0.75 per \$1,000 over \$10,000,000</p>
Certificates of Participation	\$15,000	<p>\$15,000 + \$0.75 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$21,750 + \$0.50 per \$1,000 over \$10,000,000 up to \$25,000,000</p> <p>\$29,250 + \$0.30 per \$1,000 over \$25,000,000</p>
Temporary Notes	\$3,000	<p>\$3,000 + \$1.00 per \$1,000 over \$1,000,000 up to \$10,000,000</p> <p>\$12,000 + \$0.75 per \$1,000 over \$10,000,000</p>

Based on the above schedule, our fees for bond counsel services for the hypothetical bond issuances posed in the County's Request for Proposal would be as follows:

Type	Bond Counsel Fee
\$20 million Special Obligation Bonds (New Money)	\$21,500
\$20 million Hospital Revenue Bonds (New Money)	\$47,500
\$200,000 NID General Obligation Bonds First Issue (Temporary Notes)	\$3,000
\$200,000 NID General Obligation Bonds Successive Issue (Final Bonds)	\$5,000

The above fees would include preparation of those portions of any offering document such as an Official Statement customarily provided by Bond Counsel, including those sections describing the bonds, the security for such bonds, a "Tax Matters" section describing the opinion of bond counsel and any required summary of the bond documents. All recent Hospital Revenue Bonds issued by the County have been publicly offered and the Official Statement has been prepared by separate counsel to the underwriter. In such case, the work associated with preparing the above-referenced portions of the Official Statement will be included in our fee calculated above as bond counsel.

For those financings other than Hospital Revenue Bond financings for which separate counsel is not retained to prepare an Official Statement, our fee for preparing the entire Official Statement would be an additional \$5,000. For Hospital Revenue Bond financings for which separate counsel is not retained to prepare an Official Statement, our fee for preparing the entire Official Statement would be an additional amount equal to two-thirds of the amount of the bond counsel fee determined in accordance with the schedule set forth above.

The above fees also do not include costs of calculating arbitrage rebate for those issues subject to rebate nor do they include providing continuing disclosure services. Our compliance services group will provide proposals for arbitrage rebate services and continuing disclosure services at the request of the County on an issue-by-issue basis. In addition, the above fees do not cover industrial development revenue bonds issued by the County under Chapter 100 for the benefit of a private company. Bond counsel fees for such bonds will be determined by agreement with the private company receiving the benefit.

Note: For purposes of calculating fees, a financing is considered to be a single issue as long as the various components of the issue are developed in a single process. Fees for a single issue with two or more series will be calculated on a pro-rata basis.

13. Describe your proposed fee structure for assigned individuals for Special Project Work as defined in Section C of the RFP:

Name of Individual	Hourly Rate
All Gilmore & Bell Shareholders	\$240
All Gilmore & Bell Associates	\$140

The County would be expected to reimburse Gilmore & Bell for any reasonable out-of-pocket expenses incurred in connection with the Special Project Work such as travel except to the County for meetings, postage and delivery charges. Additional charges for secretarial services, photocopies, telephone calls and faxes will NOT be billed to the County.

**FORM OF BOND COUNSEL OPINIONS
FOR REFERENCES UNDER ITEM NUMBER 3**

GILMORE & BELL

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

March 28, 2013

Jackson County, Missouri
Kansas City, Missouri

BOKF, N.A. d/b/a Bank of Kansas City
Kansas City, Missouri

Oppenheimer & Co. Inc.
Kansas City, Missouri

Re: \$36,620,000 Jackson County, Missouri Special Obligation Refunding
and Improvement Bonds, Series 2013

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Jackson County, Missouri (the "County"), of the above-captioned bonds (the "Bonds") pursuant to an Ordinance adopted by the governing body of the County (the "Ordinance").

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the County and are valid and legally binding special obligations of the County, payable as to both principal and interest from annual appropriations of funds by the County for such purpose. The Bonds do not constitute general obligations of the County nor do they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction, and the taxing power of the County is not pledged to the payment of the Bonds.
2. The Ordinance has been duly adopted by the County and constitutes a valid and legally binding obligation of the County enforceable against the County.
3. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of

computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the County complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The County has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code.

We express no opinion regarding the accuracy, completeness or sufficiency of any offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

Gilmore & Bell, P.C.

GILMORE & BELL

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2405 GRAND BOULEVARD, SUITE 1100

KANSAS CITY, MISSOURI 64108-2521

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

March 31, 2011

County Commission of Phelps County, Missouri Clayton Holdings, LLC
Rolla, Missouri St. Louis, Missouri
Purchaser

Board of Trustees of Phelps County .
Hospital d/b/a Phelps County The Bank of New York Mellon Trust Company N. A..
Regional Medical Center St. Louis, Missouri,
Rolla, Missouri Trustee

Re: \$15,985,000 Phelps County, Missouri, Hospital Refunding Revenue Bonds (Phelps
County Regional Medical Center), Series 2011

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Phelps County, Missouri (the "County"), of the above-captioned bonds (the "Bonds"). The Bonds have been authorized and issued pursuant to Sections 205.160 *et seq.* of the Revised Statutes of Missouri, as amended (the "County Hospital Law"), Section 108.140.2 of the Revised Statutes of Missouri, as amended (the "Refunding Law"), a Resolution duly adopted by the Board of Trustees (the "Board of Trustees") of Phelps County Hospital d/b/a Phelps County Regional Medical Center (the "Medical Center"), a Resolution duly adopted by the County Commission of the County, and an Indenture of Trust dated as of September 1, 2003, as amended and supplemented by a Supplemental Indenture of Trust No. 1 dated as of March 1, 2011 (as so amended and supplemented, the "Indenture"), each among the County, the Board of Trustees of Phelps County Hospital d/b/a Phelps County Regional Medical Center (the "Board of Trustees"), and The Bank of New York Mellon Trust Company N. A., as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the County and the Board of Trustees contained in the Indenture and the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The County is a county of the third class and political subdivision duly organized and existing under the laws of the State of Missouri, and has full power and authority to enter into, execute and deliver the Indenture, to issue, sell and deliver the Bonds and to apply the proceeds thereof for the purposes described in the Indenture. The Board of Trustees is duly constituted, appointed and established pursuant to the County Hospital Law to manage and operate the Medical Center on behalf of the County, and has full power and authority to enter into, execute and deliver the Indenture.

2. The Bonds have been duly authorized, executed and delivered by the County and are valid and legally binding special obligations of the County, payable solely from the net income and revenues arising from the operation of the Medical Center after providing for the costs of operation and maintenance thereof, and from other funds held by the Trustee and pledged under the Indenture. Neither the general credit nor the taxing power of the County is pledged to the payment of the Bonds either as to principal, premium, if any, or interest. The Bonds do not constitute a general obligation of the County, nor do they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction, but are payable solely from the funds pledged to the payment of the Bonds under the Indenture.

3. The Supplemental Indenture of Trust No. 1 has been duly authorized, executed and delivered by the County and the Board of Trustees and is a valid and legally binding agreement of the County and the Board of Trustees, enforceable against the County and the Board of Trustees.

4. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. It should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in this paragraph are subject to the condition that the Board of Trustees and the County comply with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Board of Trustees and the County have covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

5. The interest on the Bonds is exempt from income taxation by the State of Missouri.

The rights of the holders of the Bonds and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Gilmore + Bell, P.C.

GILMORE & BELL

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2405 GRAND BOULEVARD, SUITE 1100

KANSAS CITY, MISSOURI 64108-2521

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

March 15, 2012

County Commission of Phelps County, Missouri
Rolla, Missouri

Cedar Rapids Bank & Trust
Cedar Rapids, Iowa,
Purchaser

Board of Trustees of Phelps County Hospital
d/b/a Phelps County Regional Medical Center
Rolla, Missouri

MidWestOne Bank
Iowa City, Iowa,
Purchaser

The Bank of New York Mellon Trust
Company N. A., Trustee
St. Louis, Missouri

Re: \$10,000,000 Phelps County, Missouri, Hospital Refunding Revenue Bonds (Phelps County Regional Medical Center), Series 2012

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by Phelps County, Missouri (the "County"), of the above-captioned bonds (the "Bonds"). The Bonds have been authorized and issued pursuant to Sections 205.160 *et seq.* of the Revised Statutes of Missouri, as amended (the "County Hospital Law"), Section 108.140.2 of the Revised Statutes of Missouri, as amended (the "Refunding Law"), a Resolution duly adopted by the Board of Trustees (the "Board of Trustees") of Phelps County Hospital d/b/a Phelps County Regional Medical Center (the "Medical Center"), a Resolution duly adopted by the County Commission of the County, and an Indenture of Trust dated as of September 1, 2003, as previously amended and supplemented and as further amended and supplemented by a Supplemental Indenture of Trust No. 2 dated as of March 1, 2012 (as so amended and supplemented, the "Indenture"), each among the County, the Board of Trustees and The Bank of New York Mellon Trust Company N. A., as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the County and the Board of Trustees contained in the Indenture and the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The County is a county of the third class and political subdivision duly organized and existing under the laws of the State of Missouri, and has full power and authority to enter into, execute and deliver the Indenture, to issue, sell and deliver the Bonds and to apply the proceeds thereof for the purposes described in the Indenture. The Board of Trustees is duly constituted, appointed and established

pursuant to the County Hospital Law to manage and operate the Medical Center on behalf of the County, and has full power and authority to enter into, execute and deliver the Indenture.

2. The Bonds have been duly authorized, executed and delivered by the County and are valid and legally binding special obligations of the County, payable solely from the net income and revenues arising from the operation of the Medical Center after providing for the costs of operation and maintenance thereof, and from other funds held by the Trustee and pledged under the Indenture. Neither the general credit nor the taxing power of the County is pledged to the payment of the Bonds either as to principal, premium, if any, or interest. The Bonds do not constitute a general obligation of the County, nor do they constitute an indebtedness of the County within the meaning of any constitutional or statutory provision, limitation or restriction, but are payable solely from the funds pledged to the payment of the Bonds under the Indenture.

3. The Supplemental Indenture of Trust No. 2 has been duly authorized, executed and delivered by the County and the Board of Trustees and is a valid and legally binding agreement of the County and the Board of Trustees, enforceable against the County and the Board of Trustees.

4. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. It should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in this paragraph are subject to the condition that the Board of Trustees and the County comply with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Board of Trustees and the County have covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

5. The interest on the Bonds is exempt from income taxation by the State of Missouri.

The rights of the holders of the Bonds and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Gilmore + Bell, P.C.

GILMORE & BELL

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816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

March 15, 2012

Platte County, Missouri
Platte City, Missouri

Oppenheimer & Co. Inc.
Kansas City, Missouri

Re: \$8,600,000 Platte County, Missouri General Obligation Transportation Refunding Bonds,
Series 2012

Ladies and Gentlemen:

We have acted as bond counsel to Platte County, Missouri (the "County") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the County and are valid and legally binding obligations of the County.

2. The Bonds are payable as to both principal and interest from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the County. The County is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal and State of Missouri income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; but the interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinion set forth in this paragraph is subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order to preserve the exclusion of the interest on the Bonds from gross income for federal and State of Missouri income tax purposes. The County has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Bonds.

March 15, 2012

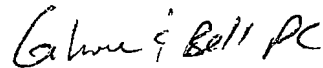
The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

A handwritten signature in cursive script that reads "Gilmore & Bell PC".

GILMORE & BELL

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2405 GRAND BOULEVARD, SUITE 1100

KANSAS CITY, MISSOURI 64108-2521

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

November 5, 2012

Missouri Development Finance Board
Jefferson City, Missouri

Piper Jaffray & Co.
Leawood, Kansas

City of St. Joseph, Missouri
St. Joseph, Missouri

Commerce Bank, as Trustee
Kansas City, Missouri

Re: \$8,685,000 Missouri Development Finance Board Taxable Infrastructure Facilities Refunding Revenue Bonds (City of St. Joseph, Missouri – Triumph Foods, LLC Project) Series 2012B

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Missouri Development Finance Board (the "Board"), of the above-referenced bonds (the "Bonds"). The Bonds have been authorized and issued under and pursuant to the Missouri Development Finance Board Act, Sections 100.250 to 100.297 of the Revised Statutes of Missouri, as amended (the "Act"), and the Bond Trust Indenture dated as of November 1, 2012 (the "Indenture"), between the Board and Commerce Bank, as trustee (the "Trustee"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The proceeds of the Bonds will be used by the Board to make a loan to the City of St. Joseph, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City") pursuant to a Financing Agreement dated as of November 1, 2012 (the "Financing Agreement"), to pay certain costs related to the refunding of the Refunded Bonds.

Reference is made to an opinion of even date herewith of Lisa Robertson, City Attorney for the City of St. Joseph, Missouri, with respect to, among other matters, (a) the power of the City to enter into and perform its obligations under the Financing Agreement and the Tax Compliance Agreement, and (b) the due authorization, execution and delivery of the Financing Agreement and the Tax Compliance Agreement by the City and the binding effect and enforceability thereof against the City.

In our capacity as Bond Counsel, we have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

- (i) the Indenture; and
- (ii) the Financing Agreement.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the Indenture and the Financing Agreement.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The Board is a body corporate and politic duly and legally organized and validly existing under the Act and has lawful power and authority to issue the Bonds and to enter into the Indenture and the Financing Agreement and to perform its obligations thereunder.
2. The Bonds are in proper form and have been duly authorized and issued in accordance with the Constitution and statutes of the State of Missouri, including the Act.
3. The Bonds are valid and legally binding limited obligations of the Board according to the terms thereof, payable as to principal, redemption premium, if any, and interest solely from, and secured by a valid and enforceable pledge and assignment of the Trust Estate, all in the manner provided in the Indenture. The Bonds do not constitute a debt of the State of Missouri or of any other political subdivision thereof and do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation. The Board has no taxing power.
4. The Indenture and the Financing Agreement have been duly authorized, executed and delivered by the Board and constitute valid and legally binding agreements enforceable against the Board in accordance with the respective provisions thereof.
5. The interest on the Bonds will be included in gross income for Federal income tax purposes in accordance with the owner's normal method of accounting.
6. The interest on the Bonds is exempt from income taxation by the State of Missouri.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture and the Financing Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,



GILMORE & BELL

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ATTORNEYS AT LAW

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

November 5, 2012

Missouri Development Finance Board
Jefferson City, Missouri

Piper Jaffray & Co.
Leawood, Kansas

City of St. Joseph, Missouri
St. Joseph, Missouri

Commerce Bank, as Trustee
Kansas City, Missouri

**Re: \$8,825,000 Missouri Development Finance Board Infrastructure Facilities
Refunding Revenue Bonds (City of St. Joseph, Missouri – Sewerage System
Improvements Project) Series 2012C**

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Missouri Development Finance Board (the "Board") of the above-referenced series of bonds (the "Bonds"). The Bonds have been authorized and issued under and pursuant to the Missouri Development Finance Board Act, Sections 100.250 to 100.297 of the Revised Statutes of Missouri, as amended (the "Act"), and a Bond Trust Indenture dated as of November 1, 2012 (the "Indenture"), between the Board and Commerce Bank, as trustee (the "Trustee"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The proceeds of the Bonds will be used by the Board to make a loan to the City of St. Joseph, Missouri, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City") pursuant to a Financing Agreement dated as of November 1, 2012 (the "Financing Agreement"), to pay the costs described therein.

Reference is made to an opinion of even date herewith of Lisa Robertson, City Attorney for the City of St. Joseph, Missouri, with respect to, among other matters, (a) the power of the City to enter into and perform its obligations under the Financing Agreement and the Tax Compliance Agreement, and (b) the due authorization, execution and delivery of the Financing Agreement and the Tax Compliance Agreement by the City and the binding effect and enforceability thereof against the City.

In our capacity as Bond Counsel, we have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

- (i) the Indenture;
- (ii) the Financing Agreement; and
- (iii) the Tax Compliance Agreement.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the Indenture and the Financing Agreement.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The Board is a body corporate and politic duly and legally organized and validly existing under the Act and has lawful power and authority to issue the Bonds and to enter into the Indenture and the Financing Agreement and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized and issued in accordance with the Constitution and statutes of the State of Missouri, including the Act.

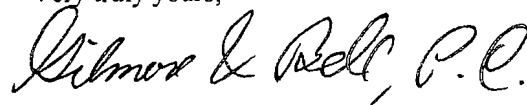
3. The Bonds are valid and legally binding limited obligations of the Board according to the terms thereof, payable as to principal, redemption premium, if any, and interest solely from, and secured by a valid and enforceable pledge and assignment of the Trust Estate, all in the manner provided in the Indenture. The Bonds do not constitute a debt of the State of Missouri or of any other political subdivision thereof and do not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction and are not payable in any manner by taxation. The Board has no taxing power.

4. The Indenture, the Financing Agreement and the Tax Compliance Agreement have been duly authorized, executed and delivered by the Board and constitute valid and legally binding agreements enforceable against the Board in accordance with the respective provisions thereof.

5. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the Board and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Board and the City have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Financing Agreement and the Tax Compliance Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,



GILMORE & BELL

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

816-221-1000
FAX: 816-221-1018
WWW.GILMOREBELL.COM

2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS, MISSOURI
WICHITA, KANSAS
LINCOLN, NEBRASKA

March 28, 2012

The School District of Springfield R-12,
Springfield, Missouri
Springfield, Missouri

George K. Baum & Company
Kansas City, Missouri

**Re: \$28,265,000 The School District of Springfield R-12, Springfield, Missouri, General
Obligation School Refunding Bonds (Missouri Direct Deposit Program), Series 2012**

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by The School District of Springfield R-12, Springfield, Missouri (the "District") of the above-captioned bonds (the "Bonds").

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds are valid and legally binding general obligations of the District, payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the District.

2. The interest on the Bonds (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the District complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The District has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

March 28, 2012

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

Gilmore & Bell, P.C.

RESPONSE TO SECTION F. CONFLICTS OF INTEREST – “Client Representation Listing”

Gilmore & Bell does not have any known conflicts of interest in representing the County. Furthermore, it is unlikely that any conflicts of interest will occur because Gilmore & Bell’s practice is devoted almost exclusively to governmental entities and the limited nature of our municipal securities practice reduces the likelihood that Gilmore & Bell would have client relationships with non-governmental entities that give rise to the conflict of interest situations that would disqualify Gilmore & Bell from serving the County as bond counsel.

However, due to the large number of State agencies and other municipal entities that Gilmore & Bell represents, potentially the County could enter into some type of cooperation agreement with such entity to finance a joint project or facility. In such case, disclosure of such representation would be made to the County and such entity. In no event would Gilmore & Bell represent any client interest that would be adverse to the interests of the County in a financing in which Gilmore & Bell serves as bond counsel. In addition, Gilmore & Bell may have served as counsel to the investment banking firm that will serve as underwriter for a future County financing. It is Gilmore & Bell’s policy not to serve in such capacity on an engagement for which Gilmore & Bell is serving as bond counsel.

SUPPLEMENTAL MATERIAL

The following is a representative list of bond and lease-purchase financings where the issuer was either a Missouri county or it issued bonds for the benefit of the county or a county hospital for which attorneys of Gilmore & Bell have served as bond counsel during the period 2008 through 2013.

Issuer	Type of Bonds	Amount	Series
Audrain Co MO	Lease Purchase Agreement	600,000	2008
Audrain Co MO PFC	Leasehold Refunding Revenue Bonds	2,830,000	2010
Boone Co MO	ABC Laboratories	15,000,000	2008
Boone Co MO	Boone Hospital Center	100,000,000	2008
Boone Co MO	GO Bonds (Brown Station & Country Squires Subdivisions)	179,900	2010
Boone Co MO	GO Bonds Hillcreek	1,700,000	2008
Boone Co MO	GO Bonds (WBSmith & Hillcreek)	204,000	2010A
Boone Co MO	GO Bonds (Lakewood)	450,000	2011A
Boone Co MO	GO Sewer Bonds (Brown Stn & Country Sq NID)	71,000	2011B
Boone Co MO	Hospital Ref Rev Bonds (Boone Hosp Center)	11,410,000	2012
Boone Co MO	Ref COPs	2,230,000	2012
Boone Co MO	Special Obligation RZB	830,000	2010
Boone Co MO	Temporary Municipal Notes	550,000	2009
Butler Co MO PFA	Refunding Jail Bonds	1,700,000	2010
Caldwell Co MO	Taxable IRB	1,121,000	2010
Camden Co MO	Lease Purchase Agreement	405,000	
Camden Co MO	NIDs	1,895,000	2008
Cape Girardeau Co MO	COPS	5,145,000	2011
Cape Girardeau Co MO	Transformation LLC	4,450,000	2009
Cass Co MO	Ref COP	33,475,000	2010
Cass Co MO	GO Bonds	10,000,000	2011
Cass Co MO	ELPA (Election-911 Dispatch)	14,686,599	2012
Cass Co MO	ELPA	142,418	2008
Cass Co MO	Equipment LPA (Excavator)	161,895	2009
Cass Co MO	Tax COP (Broadband)	4,200,000	2011
Cass Co MO	Tax GO (RZEDB-Roads)	10,000,000	2010
Cass Co MO	Taxable COP (RZEDB)	2,199,000	2010B
Cass Co MO	Tax-Ex COP	745,000	2010A
Citizens Mem Hos Dist Polk Co MO	Hosp Ref Rev	21,265,000	2012
Clark Co MO	GO RZED Bonds	4,000,000	2010
Clay Co MO	Ref COP	2,775,000	2011
Cole Co MO	COPS Jail Project	25,000,000	2009
Cole Co MO	Ref COP	8,185,000	2011
Cooper Co MO	Hosp Ref & Imp Rev Bonds	3,270,000	2011
Cooper Co MO PFA	Ref Rev (Law Enforcement)	1,580,000	2009
Crawford Co MO	Refunding COP	3,305,000	2011
Dunklin Co MO	COPS	9,985,000	2012A
Dunklin Co MO	Refunding COPs	685,000	2012B
Franklin Co MO	COPS	13,885,000	2008
Franklin Co MO	Refunding COPs	39,230,000	2012

Issuer	Type of Bonds	Amount	Series
Greene Co MO	Park Project	7,000,000	2011B
Grundy Co MO	GO Road Bonds (Jackson Township)	100,000	2011
Grundy Co MO	Marion Township Road Bonds	50,000	2010
Harrison Co MO Comm. Hospital Dist.	Health Facil Ref Rev	3,295,000	2011
Harrison Co MO Comm. Hospital Dist.	Health Facility Revenue Bond	1,345,000	2008
Jackson Co MO	TE Spec Oblig (My Arts Bldg)	1,180,000	2010
Jackson Co MO	Spec Oblig Ref & Imp Bonds	35,570,000	2011
Jackson Co MO	Spec Oblig Ref & Imp Bonds	36,620,000	2013
Jackson Co MO	Spec Oblig Bonds (Animal Shelter)	5,500,000	2010
Jackson Co MO	Spec Oblig Ref (Truman Med)	39,025,000	2012
Jackson Co MO	TAN	5,000,000	2008
Jackson Co MO	TAN	5,000,000	2009
Jefferson Co MO	BCFPO NID Bonds	1,605,000	2010
Jefferson Co MO	BCFPO NID Notes	1,900,000	2008
Jefferson Co MO	NID Notes (Mark Drive Sewer Extension)	440,000	2012A
Jefferson Co MO	NID Refunding Bonds (Buena Vista Project)	1,009,994	2012
Jefferson Co MO	Refunding COPs	2,650,000	2010B
Jefferson Co MO	Water Auth (Direct Loan Program)	751,000	2012
Jefferson Co MO 911 Dispatch	Equipment LPA	10,000,000	2012
Johnson Co MO	LPA (Sheltered Workshop)	770,202	2012
Johnson Co MO	NID (Green Acres)	110,000	2011
Johnson Co MO	Rainbow Acres NID	97,000	2009A
Johnson Co MO	Ref COP	3,850,000	2010
Johnson Co MO	Taxable COP (BAB) C	5,315,000	2010C
Johnson Co MO	Taxable COP D	130,000	2010 D
Johnson Co MO	Taxable Hosp Rev Bonds (WMMC)	34,000,000	2010A
Johnson Co MO	Taxable Hosp Rev Bonds (WMMC)	12,600,000	2010B
Johnson Co MO	Taxable Hosp Rev Bonds (WMMC)	12,600,000	2012E
Johnson Co MO	Tax-Ex COP	2,435,000	2010B
Johnson Co MO	Tax-Ex Hosp Rev Bonds (WMMC)	1,400,000	2010C
Johnson Co MO	Tax-Ex Hosp Rev Bonds (WMMC)	34,000,000	2012D
Lincoln Co MO	NID Ridgecrest Road Improvement Project	35,475	2008A
Lincoln Co MO	NID Spring Branch Farms	93,083	2008A
Lincoln Co MO	Taxable Hospital Revenue Bonds	2,007,000	2010
Lincoln Co MO	Taxable NID Bonds (Argent Oaks Rd)	34,012	2010B
Macon Co MO	Tax Hosp Rev- BAB (Samaritan)	2,052,119	2010 B-1
Macon Co MO	TE Hosp Rev (Samaritan)	156,881	2010 B-2
Macon Co MO	Tax Hosp Rev (Samaritan)	1,778,400	2010C
Madison Co MO	Hosp Rev Bonds (USDA-RD)	68,900	2012
Madison Co MO	MadisonCo (Ref Rev Med Ctr)	3,960,000	2008
Maries Co MO	Lease Purchase Agreement No. 34	65,000	2008

Issuer	Type of Bonds	Amount	Series
Miller Co MO	Ref COP	4,295,000	2010
Montgomery Co MO	Ref COPs	1,105,000	2011
Nodaway Co MO	GO Road Bonds (Grant Township)	100,000	2009
Nodaway Co MO	GO Road Bonds (Green Township)	120,000	2009
Nodaway Co MO	GO Road Bonds (Hughes Township)	100,000	2009
Nodaway Co MO	Independence Township	75,000	2008
Nodaway Co MO	Jackson Township	150,000	2010
Nodaway Co MO	Monroe Township	100,000	2010
Nodaway Co MO	Nodaway Township GO Road	135,000	2008
Nodaway Co MO	Union Township	75,000	2010
Nodaway Co MO	White Cloud Township	150,000	2008
Osage Co MO	COPS	1,910,000	2009
Pemiscot Co MO	Hosp Rev Bonds	300,000	2011
Pemiscot Co MO	Ref COPs	4,145,000	2010
Perry Co MO	Hospital Revenue Bonds	16,000,000	2009ABC
Perry Co MO	Nursing Home Refunding Revenue Bonds	7,525,000	2008
Phelps Co MO	Phelps County Regional Medical Center	15,985,000	2011
Phelps Co MO	Phelps County Regional Medical Center	10,000,000	2012
Pike Co MO	Pike County Memorial Hospital	1,200,000	2008
Pike Co MO	Ref COPs (Hospital)	3,655,000	2012
Platte Co MO	NID (Crooked Road to Highway 45 Project)	9,995,000	2008A
Platte Co MO	NID (Crooked Road to Highway 45 Project)	2,025,000	2008B
Platte Co MO	National Project (NID)	4,920,000	2010
Platte Co MO	GO Trans Rfdg	8,600,000	2012
Platte Co MO	Parkville Commons NID Rfdg	5,415,000	2011
Platte Co MO	Special Ob Rfdg Bonds (Comm Ctr)	21,015,000	2011A
Polk Co MO Health Center	COP	400,000	2008
Polk Co MO IDA	Health Fac Rev Bonds (Citizens)	10,500,000	2008
Putnam Co MO	GO Hospital Bonds	7,630,000	2012
Scotland Co Memorial Hospital Dist.	Hospital Rev Bonds	9,000,000	2012A
St Charles Co MO	NID - Arnold Shady Lane & Lake Charles Hills	2,300,000	2009
St Charles Co MO	Special Obligation Bonds (Bank Qualified)	23,260,000	2010D
St Charles Co MO	Special Obligation Bonds (Non-Bank Qualified)	2,380,000	2010E
St Charles Co MO	Special Obligation Bonds	5,125,000	2010A
St Charles Co MO	Taxable Special Obligation Bonds (BABs)	4,780,000	2010B
St Charles Co MO	Taxable Special Obligation Bonds (RZED Bonds)	14,900,000	2010C
St Louis Co MO	GO Taxable NID (Northpointe Forest Water Project)	50,000	2009B
St Louis Co MO	Special Obligation Bonds	3,555,000	2010C

Issuer	Type of Bonds	Amount	Series
	(Incubator)		
St Louis Co MO	Taxable Special Obligation Bonds	150,000	2011B
St Louis Co MO	Taxable Special Obligation Bonds (BABs) Incubator	3,540,000	2010D
St Louis Co MO	Taxable Special Obligation Bonds (QECCB- Direct Pay)	10,305,000	2011A
Stone Co MO	(Stone County MO Projects) Refunding COPS	3,690,000	2009
Stone Co MO	GO Ref	1,115,000	2012
Taney Co MO Public Health Depart.	COPS	850,000	2008
Warren Co MO Emer. Services Board	COPS	2,695,064	2008
Washington Co MO	Hosp Rev Ref	5,355,000	2011



BOONE COUNTY, MISSOURI

Request for Proposal #: 12-04APR13 Bond Counsel Services for the Boone County Treasurer

ADDENDUM #1 - Issued March 14, 2013

This addendum is issued in accordance with Request for Proposal number 12-04APR13 requirements and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Additional background information was provided by the Boone County Treasurer at the pre-proposal conference on March 13, 2013. This information is provided for informational purpose to all potential Offerors.

Why is the County issuing a Request for Proposal at this time: In late 2012, the County adopted a Debt Management Policy to guide the debt issuance process and manage the County's debt portfolio. The policy requires an RFP for Bond Counsel services.

Types of Debt: The County has special obligation bonds, Neighborhood Improvement District (NID) general obligation bonds, and hospital revenue bonds outstanding. Special obligation bonds have been issued to acquire and renovate County buildings. The County issues NID debt as general obligation bonds for road and sewer improvements, which is not typical of most County NIDs. Hospital revenue bonds are approved by the County Commission, though the County has no obligation to pay the long-term debt. Payments are made from lease revenues from hospital operations.

Current Firm Providing Bond Counsel Services to Boone County: Gilmore and Bell

- 2) The following questions were received at the pre-proposal conference and the County is providing a response as outlined below.

Question 1: To what extent in the proposal responses you receive will you weigh a regional firm (Missouri and Kansas) over an outside mid-west firm?

Response: The RFP evaluation criteria are outlined on page 10 of the Request for Proposal. Each Offeror's response will be thoroughly evaluated on the information they provide that clearly responds to the requirements in the proposal. The County is seeking an Offeror that can demonstrate an understanding of the work to be performed and an understanding of state and local government law pertaining to Boone County.

Question 2: Have you issued a Financial Advisor RFP?

Response: No, that RFP will be released at a later date.

Question 3: Are your bonds sold by competitive or negotiated sale?

Response: The bonds shown on Exhibit 2, Summary of County Debt, have been sold through negotiated sales. The county's financial advisor (selected under a separate future RFP) will be responsible for evaluating and recommending whether each new issue should be a competitive or negotiated sale.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # 12-04APR13 – Bond Counsel Services receipt of which is hereby acknowledged:

Company Name: Gilmore & Bell, P.C.
Address: 2405 Grand Blvd., Ste. 1100
Kansas City, MO 64108
Phone Number: (816)221-1000 Fax Number: (816)221-1018
E-mail address: jcalldwell@gilmorebell.com
Authorized Representative Signature: James G. Caldwell Date: 3/14/13
Authorized Representative Printed Name: James G. Caldwell

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

April 17, 2013

Gilmore & Bell PC
Attn: James G. Caldwell
2405 Grand Boulevard, Suite 1100
Kansas City, MO 64108-2521
e-mail: jcaldwell@gilmorebell.com

RE: Clarification and Best & Final Offer #1 to 14-04APR13 – Bond Counsel Services for the Boone County Treasurer

Dear Mr. Caldwell:

This letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm.

Your firm has been selected for interview.

Date: Thursday, April 25, 2013
Time: 3:00 p.m. – 4:00 p.m. central time
Location: Boone County Purchasing
Boone County Annex
613 E. Ash Street, Conference Room
Columbia, MO 65201

In addition, the evaluation team would like for you to address the attached clarification questions in writing and also during your interview. Questions will be asked by our evaluation team throughout or at the end of your interview. If needed, we will have a laptop and projector available with Internet access. Besides myself, there will be five evaluation team members present.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by **4:00 p.m. April 24, 2013** by e-mail to mbobbitt@boonecountymo.org. I will distribute your written response to the evaluation team for their review prior to your interview.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

BOONE COUNTY - MISSOURI

PROPOSAL NUMER AND DESCRIPTION: *14-04APR13 – Bond Counsel Services*

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before **4:00 p.m. April 24, 2013** by E-mail to mbobbitt@boonecountymmo.org

I. CLARIFICATION – please provide a response to the following requests.

1.1. Official statement preparations are included in the scope of services; your proposal response lists these as a separate fixed fee. Provide clarification on services your firm provides regarding official statement preparation.

1.2. Describe your firm’s internal process for identifying conflicts of interest. Do you accept the sanctions outlined in the Request for Proposal for breaches of conflicts of interest?

1.3. For the response to question #6, describe how your firm would ensure that Boone County as an issuer is in compliance with applicable statues, laws and regulations during the length of the contract.

1.4. Gilmore and Bell was the bond counsel for Boone County’s Refunding Certificates of Participation Series 2012. In the closing documents, the Tax Compliance Agreement included the Form of Annual Compliance Checklist and Description of Property Comprising of the Financed Facility. Is it the standard to include these in the closing documents, or would these be provided under the proposed hourly rate?

1.5. Clarify if your professional liability policy excludes any activity covered under the scope of services. Describe what is covered under the separate securities law endorsement.

In compliance with this BAFO request, the Offeror agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed. All signatures must be original and not photocopies.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-mail: _____



BOONE COUNTY, MISSOURI

Request for Proposal #: 12-04APR13 Bond Counsel Services for the Boone County Treasurer

ADDENDUM #1 - Issued March 14, 2013

This addendum is issued in accordance with Request for Proposal number 12-04APR13 requirements and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- 1) Additional background information was provided by the Boone County Treasurer at the pre-proposal conference on March 13, 2013. This information is provided for informational purpose to all potential Offerors.

Why is the County issuing a Request for Proposal at this time: In late 2012, the County adopted a Debt Management Policy to guide the debt issuance process and manage the County's debt portfolio. The policy requires an RFP for Bond Counsel services.

Types of Debt: The County has special obligation bonds, Neighborhood Improvement District (NID) general obligation bonds, and hospital revenue bonds outstanding. Special obligation bonds have been issued to acquire and renovate County buildings. The County issues NID debt as general obligation bonds for road and sewer improvements, which is not typical of most County NIDs. Hospital revenue bonds are approved by the County Commission, though the County has no obligation to pay the long-term debt. Payments are made from lease revenues from hospital operations.

Current Firm Providing Bond Counsel Services to Boone County: Gilmore and Bell

- 2) The following questions were received at the pre-proposal conference and the County is providing a response as outlined below.

Question 1: To what extent in the proposal responses you receive will you weigh a regional firm (Missouri and Kansas) over an outside mid-west firm?

Response: The RFP evaluation criteria are outlined on page 10 of the Request for Proposal. Each Offeror's response will be thoroughly evaluated on the information they provide that clearly responds to the requirements in the proposal. The County is seeking an Offeror that can demonstrate an understanding of the work to be performed and an understanding of state and local government law pertaining to Boone County.

Question 2: Have you issued a Financial Advisor RFP?

Response: No, that RFP will be released at a later date.

Question 3: Are your bonds sold by competitive or negotiated sale?

Response: The bonds shown on Exhibit 2, Summary of County Debt, have been sold through negotiated sales. The county's financial advisor (selected under a separate future RFP) will be responsible for evaluating and recommending whether each new issue should be a competitive or negotiated sale.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # 12-04APR13 – Bond Counsel Services receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

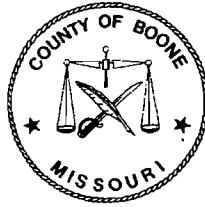
Phone Number: _____ Fax Number: _____

E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR BOND COUNSEL SERVICES FOR THE BOONE COUNTY TREASURER

RFP #12-04APR13
Release Date: February 27, 2013

Submittal Deadline:
April 4, 2013
not later than 9:30 a.m. Central Time

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

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A. INTRODUCTION

Purpose: The County of Boone, Missouri (the “County”) requests proposals from law firms with experience in municipal bond, disclosure, and tax law to serve as Bond Counsel to the County in connection with financings, transactions, tax issues, and legal matters relating to debt issuance and the ongoing management of the County’s debt. Debt issuance may include a full range of available financing techniques, including: taxable debt, tax-exempt debt, general obligation bonds, Neighborhood Improvement District (“NID”) general obligation bonds, special revenue bonds, lease-revenue bonds, temporary debt instruments, debt backed by various sources of revenue, and other instruments for which markets may develop during the term of the agreement. Firms awarded an agreement under this RFP will work closely with the County Treasurer, County Clerk, County Counselor, and outside parties engaged by the County such as a financial advisors, trustees, paying agents, bond underwriters and their counsel, and any other parties necessary to issue and sell the bonds. The County will retain only one firm for tax, disclosure, and bond counsel services.

Background: The County is a first class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 163,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 110,000, the City of Columbia serves as County seat. The County Treasurer has statutory responsibility for issuing County debt approved by the County Commission in accordance with the County’s Debt Management Policy. A recent history of debt issued by the County can be found in Attachment 2.

One type of debt issued by the County is NID general obligation bonds. Principal and interest is paid from special assessments levied on properties within the NID. The county attaches a lien on the property to secure payment. In 1992, voters approved \$3,500,000 in general obligation bonds for the purpose of financing the construction and repair of roads and streets within the County. In 1997, voters approved \$5,500,000 in general obligation bonds for the purpose of constructing, installing, and extending main and lateral storm drains and sanitary sewer systems.

Additionally, the County issues hospital revenue bonds. The Boone Hospital Board of Trustees (the “Hospital”) is a legally separate entity for which the County is financially accountable, as debt issued for hospital operations must be approved by the County Commission. The Hospital’s revenue bonds are issued by the County, though the County has no obligation to pay the long-term debt. Debt payments are made from lease revenues from hospital operations.

Term of Service: It is expected that the firm selected pursuant to this RFP will serve as Bond Counsel for a period of five years. The County reserves the right to extend the agreement, with the concurrence of the firm selected, for a maximum of two one-year renewals. The County may terminate the agreement with any firm selected pursuant to this RFP prior to the expiration of the term of service with 60-days written notice. Any transaction initiated prior to the ending date of the term of service, for which a material amount of time or expense has been incurred, will be completed by Bond Counsel although the closing might occur following the end of the term of service.

In the event the principal attorney assigned to the County is removed from the engagement by the firm, the County requires 30-days written notice, when feasible. The County has the ability to request at any time a substitution of the principal attorney by providing 30-days written notice to the firm.

B. SCOPE OF SERVICES

The County anticipates the need for legal services in connection with the issuance of general obligation bonds, NID general obligation bonds, special revenue bonds, hospital revenue bonds and occasional refunding bonds. It is anticipated that NID general obligation bonds will be issued approximately once a year during the term of the agreement. Other types of bonds may be issued at various times during the term of the agreement. The firm will be expected to familiarize itself, at its own cost, with a limited number of prior financings of the County. All legal services are to be provided only at the request of the County Treasurer or designee. Firms are not authorized generally to enter into discussions directly with the County's personnel or its customers, clients or other advisors.

The scope of services to be provided may include, but is not limited to:

1. Providing written and oral instructions and advice to the County covering the procedural and legal requirements for each financing, and providing advice between financings on related legal matters.
2. Preparing, reviewing or advising the County with regard to resolutions, ordinances, notices, arbitrage certificates, Commission Orders, petitions, ballot language, notices of election and other documents or procedures required in connection with financings.
3. Consulting with the County Treasurer to ensure that all legal matters associated with the issue are understood and provided for, with particular attention during the debt planning phase to explain and ascertain the existence of the legal requisites for tax exempt status; and instructing the County on compliance with provisions of all applicable federal tax laws.
4. Preparing, reviewing and delivering any documents related to financings, including but not limited to project financing agreements, participation agreements, trust indentures, bond purchase agreements, tax regulatory agreements, Internal Revenue Service forms, and closing documents.
5. Preparing and reviewing preliminary official statements, official statements, and other disclosure documents necessary or appropriate to the authorization, issuance, sale or delivery of bonds and continuing disclosure. Assisting the County in meeting its obligations for continuing disclosure under SEC Rule 15c-12.
6. In consultation with the County Treasurer, Bond Counsel will prepare, review and have printed official statements and other similar offering disclosure documents, including supplements (collectively referred to as "official statements") for applicable debt issues in compliance with disclosure requirements and guidelines of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission. Portions of information for the official statement will be supplied by the County. Bond Counsel will draft, typeset and manage production and distribution of both physical copies and electronic copies of the official statements.
7. Providing an opinion to the County and others that the sections of the Official Statement are true and accurate, and correctly summarizing the documents they purport to summarize; providing a 10b-5 opinion expressing that no facts have come to Bond Counsel's attention which would cause Bond Counsel to believe that the Official Statement is materially false or misleading or that material information was omitted; and providing other customary supplemental opinions. Each opinion provided by Bond Counsel must be authored and signed manually in the individual name of a qualified partner or principal of Bond Counsel.

8. Delivery of legal opinions regarding the due and lawful authorization and issuance of each bond issue, the exemption from federal and state taxes for those bonds issued on a tax-exempt basis, and delivery of such other legal opinions typically provided in connection with similar transactions.
9. Advising on federal and state tax and securities law matters and changes thereto, the investment and expenditure of bond proceeds, and the collection, investment, and application of monies used to pay debt service on bonds.
10. Reviewing legal questions arising from post-issuance matters; performing such legal work as is necessary to resolve such issues.
11. Providing detailed instructions for complying with arbitrage rebate reporting requirements, and assisting the County in preparing any information required by the Internal Revenue Service related to arbitrage reporting.
12. After delivery of bonds and/or notes, providing one bound and one unbound bond transcript and two copies of the bond transcript on CD-ROM.
13. Drafting, analyzing, advising, or commenting on potential and enacted federal and state legislation, regulations and rules, County guidelines and other matters which may have an impact on the financing program and outstanding debt.
14. Participating in meetings with County officials and the County's financial advisor, rating agencies, underwriters, trustees and other parties as necessary or appropriate.
15. Providing general legal advice to the County which is related to potential new debt financings but is not yet part of a specific debt issue.
16. Provisioning of any other legal services, advice or opinions, as requested, regarding the County's debt programs.
17. Participate in a post issuance evaluation process at the request of the County.
18. Providing all other services normally performed by bond counsel.

C. SPECIAL PROJECT WORK

The County Treasurer may request, in writing, that Bond Counsel provide legal services or opinions that are outside the Scope of Services in Section B, but which are related to the County's debt management and financing and evaluate or recommend potential financing structures or strategies ("Special Project Work"). Special Project Work will be pursuant to a written agreement between the County and Bond Counsel entered into prior to the commencement of the Special Project Work that outlines the scope and estimated cost of the Special Project Work. Special Project Work will be compensated at the hourly rates described in Section E.13, unless otherwise agreed to in writing by the County Treasurer. The County is only obligated to pay Bond Counsel for Special Project Work if it is pursuant to the requirements of this section.

D. INSTRUCTIONS

Delivery of Proposals: All proposals shall be **delivered before 9:30 A.M., Central Time., on April 4, 2013** to:

Boone County Purchasing Department
Boone County Annex
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

Identify on outside of envelope: **Response to Request for Proposal enclosed RFP #12-04APR13**

Firms must submit one original, six paper copies, and one electronic copy on CD-ROM or DVD of the proposal (total of eight). Proposals will be opened by the Director of Purchasing on **April 4, 2013**. Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted bids will be accepted.

The following is a tentative schedule for the RFP process:

a. Issuance of RFP	February 27, 2013
b. Pre-Response Meeting	March 13, 2013
c. Deadline for Submitting Questions	March 18, 2013
d. Response to Questions	March 29, 2013
e. RFP Response Deadline	April 4, 2013
f. Interviews with Selected Respondents	April 8 – 19, 2013
g. Approximate Selection Dates	April 22 – 26, 2013

Proposal Preparations:

1. Proposal shall be signed by an authorized representative of the firm. All information requested should be submitted. The Director of Purchasing will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete.
2. Proposal should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each response to Section E, Information Required for Proposal, should reference the corresponding requirement number in Section E. It is also helpful to repeat the text of the requirements as it appears in the RFP. The response to Section F, Conflicts of Interest, should be labeled "Client Representation Listing". Information which the firm desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

5. No firm is guaranteed any minimum amount of work or compensation. The County can make no assurances that it will issue bonds in the future or that funds will be appropriated or otherwise made available by or to the County for payment of legal fees.
6. To assist interested firms in preparing a thorough proposal, an optional pre-response meeting has been scheduled for **March 13, 2013, at 2:30 P.M.** in the Boone County Commission Chambers. The chambers are located on the first floor of the County Government Center, 801E.Walnut in Columbia. Firms have the option to submit questions in advance and to attend the pre-response meeting via conference call.
7. All questions regarding this RFP should be submitted in writing no later than **5:00 P.M., March 18, 2013** in order to allow enough time for the County to provide a response. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a RFP. The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.

Melinda Bobbitt, CPPB, Director
Boone County Purchasing
613 E. Ash, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

8. The County will not reimburse firms for any costs associated with the preparing or submitting of any proposal.
9. All material produced under the resulting contract of the RFP shall belong to and remain property of the County. Use of it by the Bond Counsel shall be only with the advance written permission of the County. In the event the contract is terminated, the Bond Counsel shall provide the County or new counsel with any papers that the County has provided to Bond Counsel pursuant to the contract.
10. The County reserves the right to reject any and all proposals, to waive technicalities or irregularities contained therein and to accept the offer the County considers the most advantageous to the County. The RFP and responses will become part of the Terms and Conditions of the contract.
11. No successful firm may make any assignment of the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization of the County, conspicuously presented and specifically approved.

E. INFORMATION REQUIRED FOR PROPOSAL

Proposals should be as thorough and as detailed as possible so that the County may properly evaluate the firm's capabilities to provide the required services. Submit the following information/items:

1. Provide a description of your firm that includes the location of the firm's headquarters and the office which will serve the County, firm ownership, the length of time your firm has been

in business, the number of partners and associates, and an overview of services offered. Include if your firm is listed in Bond Buyer's Municipal Marketplace (the "Red Book").

2. Biographies of the individuals who will be assigned to the engagement, relevant education, special training, and experience of each in local governments and hospital bond transactions. Include at least one principal in this list. Specifically list individuals in the firm who will serve as bond counsel, tax counsel, and disclosure counsel, and describe anticipated division of duties among partners, associates, and paralegals. If any additional lawyers with your firm may be available for consultation, identify them and their specialized expertise. Provide the name, address, phone number, fax number and email address of the firm's lead attorney for this engagement. Submit a statement referencing that those individuals assigned to represent the County in bond matters are in good standing with the Missouri Bar.
3. Please provide five recent references, similar to the County, for whom the firm has provided the type of services described herein. Denote where the individuals assigned by the firm to the County have worked. When providing an answer to the questions contained in this section, please include the following information:
 - a. Purpose of issue (infrastructure improvement, building expansion, industrial development, etc.)
 - b. Type of issue (general obligation, advanced refunding, revenue, etc)
 - c. Size of issue and term of bonds
 - d. Manner in which sold (competitive bid, negotiated, or private placement)
 - e. Date of issue
 - f. Use of derivative products and type of product
 - g. Form of Bond Counsel opinion used
 - h. The issuer name, and the name and phone number of the individual the County has permission to contact
4. Demonstrate expertise working with government agencies, particularly those having similar organization, size and growth patterns as the County. Emphasize the strength of the firm in any relevant areas which you feel the County should weigh in its selection.
5. Describe how your firm will assure that it is aware on a continuing basis of current information that may affect the financial, legal, federal and state legislation, or regulatory factors that may impact the County. Describe how this will be communicated to the County. Include any training offered by your firm.
6. Describe how your firm will ensure debt issuance and outstanding debt compliance with all applicable statutes, laws, and regulations during the length of the contract.
7. Respond to the following inquiries regarding federal tax law:
 - a. Has your firm ever represented a government agency on a random audit by the IRS? What was the outcome?
 - b. Has a federal tax opinion delivered by your firm during the past ten years been invalidated or overturned?
 - c. Describe any financing for which your firm or lawyers proposed to be assigned to the County's work have rendered any opinion which has resulted in the loss of tax exemptions on bonds issued by clients.
8. Describe the type and amount of professional liability insurance your firm carries.

9. Provide a statement of assurance that the firm is not currently in violation of any regulatory agency rule or, if in violation, and explanation as to why the violations would not have material adverse impact on the firm's ability to perform under this agreement.
10. Describe the process to resolve complaints or disputes between Bond Counsel and the County.
11. Describe how Bond Counsel should be evaluated after a financing.
12. The County will compensate Bond Counsel based upon the size and complexity of each financing, including issuance of bonds, notes, leases, and other types of indebtedness for the services including, but not limited to, those described in Section B, Scope of Services. Bond Counsel will be paid from the proceeds of the debt issuance upon satisfactory completion of the issuance and submission to the County Treasurer of an invoice detailing the work performed. If the debt is not sold, Bond Counsel shall not receive payment for work.

Fees will be structured with a fixed dollar minimum amount per issue, or variable rate, if greater than the minimum. For NID general obligation bonds, include separate pricing for first issuance work performed by the firm, and pricing for successive issuances.

List the firm's fees for each financing type according to the following schedule:

Type	Minimum Fee per Issue	Variable Fee per \$1,000 of Issue
GO Bond, New Money		
GO Bond, Refunding		
NID GO Bond, New Money – First Issue		
NID GO Bond, New Money – Successive Issue		
NID GO Bond, Refunding		
Hospital Revenue Bond, New Money		
Hospital Revenue Bond, Refunding		
SO Bond, New Money		
SO Bond, Refunding		
Certificates of Participation		
Temporary Notes		

Note: For purposes of calculating fees, a financing is considered to be a single issue as long as the various components of the issue are developed in a single process. Fees for a single issue with two or more series will be calculated on a pro-rata basis.

13. Describe your proposed fee structure for assigned individuals for Special Project Work as defined Section C above:

Name of Individual	Hourly Rate

F. CONFLICT OF INTEREST

Disclose any potential conflicts of interest as defined below. Identify any material litigations, administrative proceedings or investigations in which the firm is currently involved or which may be threatened. Please indicate the current status or disposition of such litigation, administrative proceedings or investigations. Attach this response, and the response to the items below, in a listing labeled "Client Representation Listing".

1. Bond Counsel shall owe a duty of loyalty to the County and shall be considered to be attorneys for the entire County and all its departments, agencies, branches, boards, commissions, and officers.
2. Bond Counsel shall notify in writing and seek written waivers from the County Treasurer and County Counselor in each instance as soon as Bond Counsel becomes aware that there may arise, there is, or there may be an actual or potential conflict of interest or if it is subject to litigation (or threatened litigation) or if it or any of its attorneys is the subject of a formal or informal governmental inquiry or investigation. Also, Bond Counsel may seek a waiver from the County Treasurer and County Counselor prior to seeking to undertake non-County legal work, when the County response to such a request would be useful to Bond Counsel. All waiver requests shall be conspicuous and shall at a minimum identify the nature of the potential conflict and the limitations that such a conflict would impose on Bond Counsel's ability to represent the County's interests. The County reserves the right to decline to waive an actual or potential conflict in each case. All waivers shall be approved by the County Commission.

Bond Counsel shall not engage in conduct that presents an actual or potential conflict of interest as defined in this section, unless the County Treasurer and County Counselor waives the conflict or potential conflict. The County recognizes that attorneys in Bond Counsel's firm from time to time represent clients seeking permits and approvals from County offices. Bond Counsel represents that all such representations that presently exist are shown in the attached labeled "Client Representation Listing". The County agrees that the representations shown in the "Client Representation Listing" in and of themselves, do not currently constitute a conflict. Bond Counsel shall (i) every twelve months during the term of this contract provide the County with a current listing of all representations of clients seeking permits or approvals from County offices or contemplating or having any other type of interaction with the County, indicating by asterisk or other notation which of those clients have been added to the list since the last compilation provided to the County and also for which listed clients a new such matter has been undertaken since the last compilation, and (ii) promptly inform the County Treasurer and County Counselor of any representation of clients seeking such permits or approvals or of any other representation that in Bond Counsel's reasonable judgment has become or may develop into a situation adverse to the interests of the County. Upon such notification under (i) or (ii), the County shall, within ten working days after full disclosure by Bond Counsel of the material facts, determine either that the representation does not constitute a conflict of interest or that a conflict does or may exist. If the County in its sole discretion determines that a conflict does or may exist, the County, at its option, may waive the conflict with or without specific conditions or limitations, may engage other Bond Counsel, or may terminate the contract.

3. At a minimum, a conflict of interest includes conflicts described in the Rules of Professional Conduct. Furthermore, under this contract with Bond Counsel, a conflict of interest will be deemed to exist whenever Bond Counsel:

- a. in any manner, directly or indirectly, participates in or benefits from a debt issuance transaction upon which Bond Counsel has provided or is providing advice, except for the payments from the County under this RFP with the County;
 - b. provides advice or participates in any transaction that is, or would appear to a reasonable person to be, in conflict or incompatible with the proper duties of Bond Counsel as provided in this RFP, or which would affect, or would appear to a reasonable person to affect, the independent judgment of Bond Counsel;
 - c. acts as underwriter's counsel for, or in any other capacity becomes involved with, any County-sponsored debt during the term of this RFP without express advance written approval of the County Treasurer and County Counselor.
4. Bond Counsel's failure to comply with the Conflicts of Interest section shall be considered a material breach of this RFP. The County may impose either or both the following sanctions for failure to comply with this section: suspension of the contract and/or termination; or disqualification of Bond Counsel from eligibility for providing services to the County for a period of not to exceed two years.

G. RFP EVALUATION CRITERIA

All proposals will be reviewed by a committee assigned by the County. The committee may engage in individual discussions and interviews with firms deemed fully qualified and suitable on the basis of initial responses. Additionally, as part of the selection process, the County reserves the right to contact any or all respondents by phone or email as necessary and appropriate to clarify certain information in the proposal. Repetitive informal interviews are permitted.

The selection committee will make its selection based upon the following criteria although no scoring or ranking system will be used.

1. The firm's willingness to follow the guidelines in this RFP and the clarity of the response.
2. Clearly demonstrating an understanding of the work to be performed and the ability, knowledge, resources and expertise to provide Bond Counsel services to the County.
3. Particular emphasis in the selection process will be placed on the background, qualifications, experience and service of the firm's legal staff in the area of public finance as well as related local government practice areas. It is important that your firm have sufficient depth of talent and experience in municipal bond law, securities law, disclosure law, tax law, and local government law.
4. Accessibility and/or availability of firm personnel to the County for consultation and advice.
5. The firm's interview.
6. Cost effectiveness and competitiveness of price for levels of services performed. Note: The proposed fee structure will be applied to three hypothetical bond issuances: i) \$20 million special obligation bond, ii) \$20 million hospital revenue bond, iii) \$200,000 NID general obligation bond, new money and iv) \$200,000 NID general obligation bond, successive issue.
7. The County's prior experiences, if any, with the firm and any other factors the County believes would be in its best interest to consider, including existence of conflicts of interest.

8. Related investigations and regulatory proceedings involving the firm will be taken into account, depending upon the nature and significance of the proceedings.

H. EXHIBITS

1. No Bid Response Form
2. Summary of County Debt

I. ADDITIONAL INFORMATION

1. Boone County Debt Management Policy: <http://www.showmeboone.com/TREASURER/>
2. Comprehensive Annual Financial Reports: <http://www.showmeboone.com/AUDITOR/>
3. Boone County Budget Reports: <http://www.showmeboone.com/AUDITOR/>



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this RFP request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

RFP: 12-04APR13 – Bond Counsel RFP

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

Request for Proposal for Bond Counsel Services
Exhibit 2
Summary of County Debt

Name of Issue	Year of Maturity	Purpose of Issuance	Bond Type	Amount of Issue	Amount Outstanding as of 12/31/12
Series 2000A General Obligation Bonds	2010	Sewer improvements	NID GO Bond	280,000.00	-
Series 2000B General Obligation Bonds	2010	Road improvements	NID GO Bond	184,000.00	-
Series 2001 General Obligation Bonds	2012	Road improvements	NID GO Bond	305,000.00	-
Series 2006A General Obligation Bonds	2016	Road improvements	NID GO Bond	182,000.00	81,000.00
Series 2008 General Obligation DNR Direct Loan Program	2028	Sewer improvements	NID GO Bond	1,700,000.00	915,500.00
Series 2010A General Obligation Bonds	2030	Sewer improvements	NID GO Bond	204,000.00	202,000.00
Series 2010 General Obligation DNR Direct Loan Program - ARRA	2029	Sewer improvements	NID GO Bond	179,900.00	136,036.16
Series 2011A General Obligation Bonds	2021	Road improvements	NID GO Bond	450,000.00	415,000.00
Series 2011B General Obligation Bonds	2031	Sewer improvements	NID GO Bond	71,000.00	69,000.00
Series 2003 Refunding and Improvement Special Obligation Bonds	2012	Refunding Series 1993 and renovation of multiple buildings	SO	5,240,000.00	-
Series 2005 Taxable Special Obligation Bonds	2012	Purchase two office buildings	SO	2,005,000.00	-
Series 2010 Special Obligation Recovery Zone Bonds	2010	Design and construct warehouse facility	SO Recovery Zone	830,000.00	685,000.00
Series 2012 Certificates of Participation	2018	Refunding Series 2003	COP	2,230,000.00	2,230,000.00
Series 2002 Hospital Refunding Revenue Bonds	2012	Refund revenue bonds and fund construction of an addition	Hospital Revenue	29,470,000.00	-
Series 2004 Hospital Revenue Bonds	2024	Completion of expanded addition project	Hospital Revenue	6,740,000.00	4,715,000.00
Series 2008 Hospital Revenue Bonds	2038	Construct new patient tower	Hospital Revenue	100,000,000.00	90,955,000.00
Series 2012 Hospital Refunding Revenue Bonds	2017	Refund existing revenue bonds	Hospital Revenue	11,410,000.00	11,410,000.00

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Jackson)
 State of Missouri)ss

My name is James G. Caldwell. I am an authorized agent of Gilmore & Bell, P.C.

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

James G. Caldwell 5/28/2013
 Affiant Date

James G. Caldwell
 Printed Name

Subscribed and sworn to before me this 28th day of May, 2013.

Jennifer DeMoss
 Notary Public



JENNIFER DEMOSS
 My Commission Expires
 October 20, 2013
 Jackson County
 Commission #09498814

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Gilmore & Bell, P.C.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Company ID Number: 238647

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Gilmore & Bell, P.C.

Malea Vater

Name (Please Type or Print)

Human Resources Manager

Title

Electronically Signed

Signature

08/18/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

08/18/2009

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 6th day of June 20 13

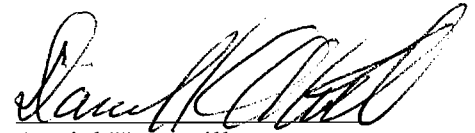
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize and direct the Director of Resource Management, or his designee, and the County Counselor, to make such filings as are appropriate to petition the City Council of the City of Columbia to voluntarily annex the two (2) parcels of land as described in the attached Exhibit A.

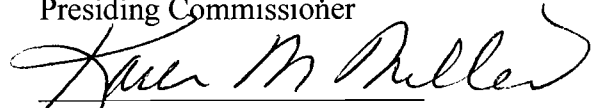
Done this 6th day of June, 2013

ATTEST:

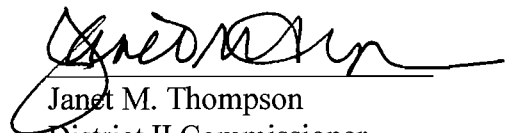
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission *my*



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

EXHIBIT A

Description of parcels which are the subject of the voluntary annexation petition.

Parcel 1 Jay Dix Station

Thirty (30) acres, more or less, being all that part of the East half (E ½) of the Southeast Quarter (SE ¼) of Section Twenty-nine (29), in Township Forty-eight (48), of Range Thirteen (13) that lies south of the Missouri Midland Railroad and north and east of the center of Hinkson Creek, Boone County, Missouri, excepting therefrom a strip of land in the East half (E ½) of the Southeast Quarter (SE ¼) of Section 29, Township 48 North, Range 13 West, Boone County, Missouri, being part of the abandoned railroad right-of-way which lies south of the centerline of the Missouri Midland Railroad otherwise known as the McBaine-Columbia spur of the MKT Railroad.

Parcel 2 700 Demaret Drive

Lot Seventeen (17) of Fairway Meadows Block One (1) as shown by plat of said subdivision recorded in Plat Book 10, page 2, records of Boone County, Missouri.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

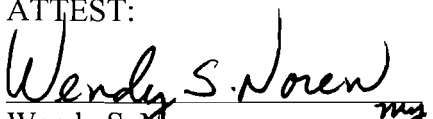
In the County Commission of said county, on the 6th day of June 20 13

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby release a Letter of Credit from Boone County National Bank in the amount of \$14,250. Said letter was issued on behalf of Tompkins Homes & Development, Inc. for stormwater improvements on land located at 7854 S. Ginn Ln., Columbia, MO 65205. The work has been completed as required. The original Commission Order accepting the Letter of Credit is 343-2011.

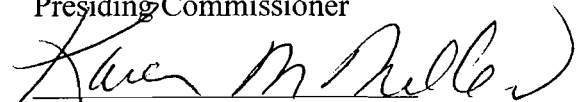
Done this 6th day of June, 2013

ATTEST:

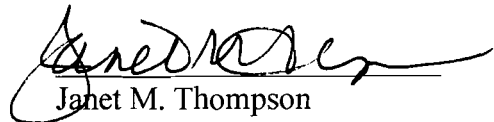

 Wendy S. Noren
 Clerk of the County Commission



Daniel K. Atwill
 Presiding Commissioner



Karen M. Miller
 District I Commissioner



Janet M. Thompson
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 6th day of June 20 13

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Change Order #1 for the amount of \$10, 411.35 relating to the contract overrun on the Wade School Road & Akeman Bridge Road Asphalt Overlay. It is further ordered the Presiding Commissioner is hereby authorized to sign said Change Order #1.

Done this 6th day of June, 2013.

ATTEST:

Wendy S. Noren
 Wendy S. Noren *mg*
 Clerk of the County Commission

Daniel K. Atwill
 Daniel K. Atwill

Presiding Commissioner

Karen M. Miller
 Karen M. Miller

District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

USE WHEN CONTINGENCY IS SPECIFIED

Original PO # 2013-87		Check each change order action & total action
Original Contract Amount-Contingency Identified	\$ 137,986.00	
Contingency included on PO	\$ 6,899.30	
Ceiling Per Change Order @ 5% of Original Contract	\$ 6,899.30	
Change Order #1 Received: 03/31/13 PO # 2013-87	\$ 10,411.35	Action Required Change Order #1 HEARING REQUIRED
Change Order #2 Received: PO #		Action Required Change Order #2 Liason Commissioner
Change Order #3 Received: PO #		Action Required Change Order #3 Liason Commissioner
Change Order #4 Received: PO #		Action Required Change Order #4 Liason Commissioner
Less Total Change Orders (Includes Current Change Order)	\$ 10,411.35	Action Required re: Total Change Orders look to individual change order Addition to PO
Available Contingency	\$ (3,512.05)	

**BOONE COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
DESIGN AND CONSTRUCTION DIVISION**

Change Order No.: One (1) P.O. 2013-87 Bid No.: 13-14MAR13 Date: 5/28/13

Project Location: Wade School Rd. & Akeman Bridge Rd. Asphalt Overlay

CHANGE ORDER #1

Contractor: APAC – Missouri, Inc.

It is hereby mutually agreed that when this change order has been signed by the contracting parties, the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

Description of Changes: See attached sheet (Exhibit A)

CONTRACTORS PROPOSAL FOR THE ABOVE DESCRIBED CHANGES:

I/We hereby agree to the modifications of the contract as described above and agree to furnish all material and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract except as otherwise stipulated herein, for the following considerations:

Contract Amount: Add to the Contract Amount a total of

Ten Thousand Four Hundred Eleven Dollars and 35/100 (\$10,411.35)

CONTRACTOR - APAC – Missouri, Inc.
SIGNATURE Donald L. Nelson

DATE 5-29-13

Recommended by: Chief Construction Inspector
SIGNATURE Keith Austin

Approved by Director 8
Approved by Project Engineer PC
DATE 5/30/13

Accepted by: Boone County
SIGNATURE David L. Smith

DATE 6-6-13

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$	137,986.00	✓
PREVIOUS ADDITIONS	\$	0.00	
TOTAL	\$	137,986.00	
PREVIOUS DEDUCTIONS	\$	0.00	
NET PRIOR TO THIS CHANGE	\$	137,986.00	
AMOUNT OF THIS CHANGE	<u>X</u> ADD	<u>10,411.35</u>	✓
	DEDUCT		

CONTRACT AMOUNT TO DATE

CERTIFICATION:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.
Auditor by [Signature] Date 5/31/13 2041-7/202

**Boone County Public Works
Design and Construction**

Exhibit A

Change Order # 1

P.O.: 2013-87

Project #: 13-14MAR13

Date: 5/28/13

Project: Wade School Rd. & Akeman Bridge Rd. Asphalt Overlay

Contractor: APAC - Missouri, Inc.

Address: 1591 E. Prathersville Rd.
Columbia, Missouri 65202

Description of Changes:

1. This deduction occurred because of a difference between what was estimated and what was actually used to complete the project.
2. This increase was due to a difference between what was estimated and what was needed to complete the project.
3. This deduction was caused when it was determined that R.A.P. would be used for this project.

ITEM	CONTRACT AMOUNT	UNITS TO BE CONSTRUCTED	OVERRUN, UNDERRUN, CONTINGENT	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF CHANGE
1" Minus Rock - (Driveway Transitions)	50 ✓	34.55 ✓	-15.45 ✓	37.00 ✓	(\$571.65) ✓
Asphalt BP-2, Leveling or Surface Course	1895 ✓	2125	230 ✓	70.85 ✓	\$16,295.50 ✓
R.A.P. Deduction	0	2125	2125 ✓	-2.50 ✓	(\$5,312.50) ✓
TOTAL THIS CHANGE ORDER:					\$10,411.35 ✓
ORIGINAL CONTRACT AMOUNT	\$137,986.00				
TOTAL OF PREVIOUS CHANGES	\$0.00				
TOTAL THIS CHANGE ORDER	\$10,411.35				
FINAL CONTRACT TOTAL	\$148,397.35				
ORIGINAL BUDGET					

5/30/13

**REQUEST
DATE**

**PURCHASE REQUISITION
BOONE COUNTY, MISSOURI**

7490

VENDOR NO.

APAC, MO Inc

VENDOR NAME

13-14MAR13

BID NUMBER

Ship to Department # 2041

Bill to Department # 2041 - PO 2013-87

Department	Account	Item Description	Qty	Unit Price	Amount
2041	71202	Contract overrun - required	Not to	Exceed	\$3,512.05
		additional asphalt above estimate			
		*Should make grand total of PO \$148,397.35			

GRAND TOTAL: 3,512.05

I certify that the goods, services or charges above specified are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Approving Official

Prepared By

ca 5/31/13
Auditor Approval

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 13

In the County Commission of said county, on the 6th day of June 20 13

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the payment of \$6,406.48 to the Office of Emergency Management for expenses incurred for the period of January 1, 2013 through March 31, 2013.

Done this 6th day of June, 2013

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
District I Commissioner

Janet M. Thompson
District II Commissioner



Office of Emergency Management
 2201 Interstate 70 Drive NW
 Columbia, MO 65202
 OFFICE: 573-447-5070
 FAX: 573-447-5079

Invoice

Date: 5/24/2013
 Invoice #: 2

Bill To

Boone County Commission
 801 F Walnut, Room 333
 Columbia, MO 65201

P.O. No.

Quantity	Description	Rate	Serviced	Amount
1	January 1 through March 31 OEM Total Expenses were \$38,438.94 - City 2/3 \$12,812.98, County 1/3 \$6,406.48 and EMPG \$19,219.48	6,406.48		6,406.48

Total	\$6,406.48
Payments/Credits	\$0.00
Balance Due	\$6,406.48

\$38,438.94

	Amount Spent
1/2-1/15	\$4,008.21
1/16-1/29	\$4,072.46
1/30-2/12	\$4,072.46
2/13-2/26	\$4,072.46
2/27-3/12	\$4,088.33
3/13-3/26	\$4,088.33
Totals	\$24,402.25
EMPG	\$12,201.13
County 1/3	\$4,067.04
City 2/3	\$8,134.08
Siren Maintenance	\$10,648.50
Totals	\$10,648.50
EMPG	\$5,324.25
County 1/3	\$1,774.75
City 2/3	\$3,549.50
Boone Electric	\$1,745.54
Totals	\$1,745.54
EMPG	\$872.77
County 1/3	\$290.92
City 2/3	\$581.85
EMPG Grant	19,219.48
County 1/3	6,406.48
City 2/3	12,812.98
Total	38,438.94

	Amount Spent
Columbia Daily Tribune	\$807.00
Totals	\$807.00
EMPG	\$403.50
County 1/3	\$134.50
City 2/3	\$269.00
Scott Olsen	\$87.92
Totals	\$87.92
EMPG	\$43.96
County 1/3	\$14.65
City 2/3	\$29.31
Office Supplies	\$38.28
Membership & Dues	\$709.45
Totals	\$747.73
EMPG	\$373.87
County 1/3	\$124.62
City 2/3	\$249.24