



Atchison County Commission Meeting

Atchison County Courthouse
Lower Level
423 North 5th St.
Atchison, Kansas 66002
January 9, 2023
WORKSHOP AGENDA
Starting at 9:00 am

Chairman Eric Noll, 2nd District

Commissioner Jack Bower, 1st District

Commissioner Casey Quinn, 3rd District

1. Topics Up For Discussion

- 1.I. 9:00 AM Gilmore Bell
Engagement Letter

Documents:

[20230117 GILMORE BELL ENGAGEMENT LETTER.PDF](#)

- 1.II. Leaderstat Master Service Agreement Discussion
Agreement with Atchison Senior Village



GILMORE & BELL PC
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January 5, 2023

Board of County Commissioners
Atchison County, Kansas
Sent via e-mail

Re: Engagement Letter to serve as Bond Counsel to Atchison County, Kansas, for a proposed supplemental indenture

Dear Commissioners,

Thank you for the opportunity for Gilmore & Bell to continue serving Atchison County, Kansas (the "County") as your Bond Counsel. The purpose of this engagement letter is to set forth certain matters concerning the legal services we will perform as Bond Counsel for the County in connection with the proposed Third Supplemental Bond Trust Indenture (the "Supplemental Indenture") between the County and Exchange National Bank & Trust Co., as trustee (the "Trustee").

Scope of Engagement. In this engagement, we expect to perform the following duties:

1. Assist in reviewing, analyzing and evaluating the existing bond trust indentures between the County and the Trustee.
2. Prepare and review the Supplemental Indenture, necessary resolutions, consents, and other documents in connection with the proceedings of the County Commission related to the approval of the Supplemental Indenture.
3. Attend meetings, conferences and phone conferences related thereto, as needed and directed by the County.
4. Advise the County and other parties to the transaction regarding the legal authority for the Supplemental Indenture, the County's Sales Tax Refunding Revenue Bonds, Series 2016-A (the "Series 2016 Bonds"), and the use of the revenues of the one-fourth percent (0.25%) retailers' sales tax (the "Sales Tax") approved at a special question election held on August 1, 2006.
5. Assemble transcripts for the Supplemental Indenture covering the proceedings relating to the authorization and execution thereof, and distribute copies of the transcripts to the parties to the transaction.
6. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Opinion") regarding the validity and binding effect of the Supplemental Indenture, and such related matters as we deem necessary or appropriate. Our Opinion will be addressed to the County, the Trustee and the owner of the Series 2016 Bonds (the "Owner") and will be delivered by us on the date the Supplemental Indenture becomes effective. The Opinion will be based on facts and law existing as of its date. In rendering our Opinion,

we will rely upon the certified proceedings and other certifications of public officials, the Owner and other persons furnished to us without undertaking to verify the same by independent investigation.

7. Provide miscellaneous consultation and advice on legal matters relating to the Supplemental Indenture, the Series 2016 Bonds, the Sales Tax, and performing such additional standard Bond Counsel services as may be necessary to complete the transaction.

In preparing and reviewing documents and notices described herein, we may look to representatives of the County to undertake the gathering and/or supplying of certain information required to be included in those documents, and we will carefully coordinate our work with County staff and elected officials.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

1. Preparing requests for tax rulings from the Internal Revenue Service or no-action letters from the Securities and Exchange Commission, or representing the County in Internal Revenue Service examinations or inquiries or Securities and Exchange Commission investigations.
2. Drafting state constitutional or legislative amendments or pursuing test cases or other litigation.
3. Absent a separate agreement, providing continuing advice to the County or any other party concerning any actions necessary to assure that interest paid on the Series 2016 Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., this engagement does not include rebate calculations for the Series 2016 Bonds).
4. Drafting or review of any contracts, documents or agreements relating to the use of the Sales Tax revenues or the projects to be funded by such revenues.

Attorney-Client Relationship. Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. Unless otherwise specified in writing, we assume all other parties, including the Trustee and the Owner, will retain such counsel as they deem necessary and appropriate to represent their interests in the Supplemental Indenture. We further assume that all other parties understand that in this transaction we represent only the County, we are not counsel to the Trustee, the Owner, or any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for herein and the County's execution of this engagement letter will constitute an acknowledgment of those limitations.

Fees. Our fees for acting as Bond Counsel to the County with regards to the Supplemental Indenture, the preparation of the documents related thereto, and the negotiation of the provisions contained therein, will be \$7,500.

If the County decides to instead issue a refunding bond as part of the Supplemental Indenture, we will charge an additional fee for our services as Bond Counsel in an amount to be discussed with the County

prior to the issuance of such bonds, which will be based upon the structure, size and complexity of the bonds. This fee will be payable from the proceeds of the bonds.

In addition, we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, postage, filing fees, and other necessary office disbursements.

Provision of Legal Services. This engagement is for the provision of professional legal services, and not for the provision of business, personal, accounting, technical, financial or other advice not constituting legal services. It is agreed that the client is not relying upon us in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications, including electronic mail, during your representation by us unless we are instructed otherwise.

Conflicts. As you are aware, our firm represents many cities, counties and other political subdivisions. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions with the County. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter either because such matters will be sufficiently different from the matters described herein so as to make such representations not adverse to our representation of the County, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the matters described herein. Execution of this letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

Records. After our services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of ten years after the matter is closed. If you do not request delivery of the file before the end of the ten year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the ten year period, you may request delivery of the file.

Termination of Services. In the event that you choose to terminate our services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to the undersigned.

Board of County Commissioners
Atchison County, Kansas
January 5, 2023
Page 4

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized official, retaining the original for your files. We look forward to working with you.

GILMORE & BELL, P.C.



Garth J. Herrmann, Esq.

ACCEPTED AND APPROVED:

ATCHISON COUNTY, KANSAS

By: _____

Title: _____

Date: _____

cc: Patrick E. Henderson, Esq., County Counselor