

MEMORANDUM

TO: Mayor Merkes, Council President Hendricks and the members of the City of Menasha Common Council

FROM: City Comptroller/Treasurer Stoffel *Tas*

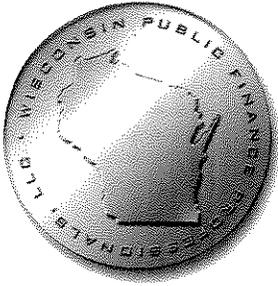
DATE: 03/23/2011

SUBJECT: Financial Advisory Agreement

Enclosed in your packet is an agreement from Wisconsin Public Finance Professionals, LLC, Carol Wirth, President, for services to be performed by the company to effectuate the activities needed to obtain a loan from the Wisconsin Board of Commissioners of Public Lands and to complete the defeasance of the Electric and Water Utility Revenue bonds. This agreement needs Council approval so Wisconsin Public Finance Professionals, LLC has standing as a representative of the City in the proceedings which will be taking place. Cost of these services is \$16,500. There will be additional charges from other participants:

Escrow Agent Administration Fee	\$3,200
Auditor Verification Fee	4,000
Bond Counsel for the City	35,000

These charges are necessary to complete the defeasance and provide security that the City's actions are correct and legal. I would recommend that the Common Council approve the agreement.



WISCONSIN PUBLIC FINANCE PROFESSIONALS, LLC
1020 NORTH BROADWAY, SUITE G-9
MILWAUKEE, WI 53202
414-434-9644
FAX: 414-226-2014

Financial Advisory Agreement

**City of Menasha
Calumet and Winnebago Counties, Wisconsin
Dated: March 22, 2011**

2005 Combined Utility Revenue Bonds Defeasance State Trust Fund Loan Application - 2011

Wisconsin Public Finance Professionals, LLC ("WPF") will perform financial advisory services for the City of Menasha, Wisconsin, ("City"), whereby the City will deposit moneys in an escrow, from the State Trust Fund Loan ("Loan"), to purchase State and Local Government Services to defease the City's 2005 Combined Utility Revenue Bonds (the "defeasance"). In connection with such defeasance, and Loan application, and the performance of the financial advisory services listed below, the City hereby retains WPF as its Financial Advisor in accordance with the terms of this Financial Advisory Agreement.

1. Review bonding documents to verify purposes, arbitrage yields, bond structuring (water vs electric), interest rates and redemption provisions.
2. Perform escrow account computations to determine amount of U.S. Treasury State and Local Government Series to be purchased for deposit in an irrevocable escrow account for the defeasance.
3. Coordinate the reservation of the State and Local Government Series with the Escrow Agent.
4. Coordinate information and documentation between transaction team members, City and Utility, to accomplish defeasance including Quarles & Brady, Bond Counsel, Associated Trust Co., Escrow Agent, and Barthe-Wahrman, auditor for independent verification, all of whom will be retained by the City.
5. Review legal documents required to accomplish defeasance including final resolution, escrow agreement and verification report.
6. Conference calls and email communications with Board of Commissioners of Public Lands, City, Utility, and Bond Counsel regarding applying for State Trust Fund Loan for advance refunding; assist City with application and authorization process.
7. Coordinate closing with City, Utility and transaction team members.
8. Participate in conference calls, email communications and meetings as requested by City, Utility and transaction team members.

The City acknowledges that advice and recommendations involve professional judgment on WFPF's part and that the results cannot be, and are not, guaranteed.

The City agrees to provide WFPF with information relating to the City, the Combined Utility, the 2005 Combined Utility Revenue Bonds and other matters considered appropriate to perform our duties under this Agreement. The City acknowledges that we are entitled to rely on the accuracy and completeness of all information provided by the City on your behalf.

The City agrees to pay WFPF's fee for services performed under this Financial Advisory Agreement in the amount of \$16,500 which includes all necessary in-state travel expenses, and general out-of-pocket expenses i.e. supplies and copying. WFPF's fee is due and payable upon the closing of the defeasance. The City shall be responsible for the fees and expenses of the City's Bond Counsel, Escrow Agent, and Independent Auditor for verification.

This Agreement is subject to the condition that Carol Ann Wirth is the responsible party for WFPF in its relationship with the City.

This Agreement may be terminated by either party upon 30-day's written notice. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of the City and WFPF and no other person. WFPF may not assign this Agreement without the City's prior written consent. The laws of the State of Wisconsin shall apply to this Agreement.

WISCONSIN PUBLIC FINANCE
PROFESSIONALS, LLC

CITY OF MENASHA, CALUMET AND
WINNEBAGO COUNTIES, WISCONSIN

By: Carol Wirth
Carol Ann Wirth, President

By: _____

Title: _____

Date: _____

Date: _____