City of Sherwood Oregon

Home of the Tualatin River National Wildlife Refuge

RESOLUTION 2010-055

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WESTERN FINANCIAL GROUP FOR FINANCIAL ADVISORY SERVICES

WHEREAS, the City of Sherwood requires the services of a Financial Advisor to provide knowledge and expertise for issuing and managing debt and for advising on financing issues; and

WHEREAS, the firm of Western Financial Group responded to the City's Request for Proposals for these services and displayed the requisite knowledge and experience the City requires; and

WHEREAS, Western Financial Group fulfilled all the requirements of the City's request for proposals process.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1: The City Manager is hereby authorized to enter into a contract with Western Financial Group, attached as Exhibit A, for the provision of these services for a term of three years and at a cost not to exceed $50,000 for the three year term of the contract.

Duly passed by the City Council this 7th day of December 2010.

Keith S. Mays, Mayor

ATTEST:

Sylvia Murphy, CMC, City Recorder

Finance Department
22560 SW Pine St.
Sherwood, OR 97140
503-925-2309

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT NAME:	**Financial Advisory Services**
CONTRACT PARTIES:	**City of Sherwood** [hereafter called City] and **Western Financial Group** [hereafter called Consultant]
C.O.S. PROJECT MANAGER:	**Craig Gibons**

ACCOUNT #:	Varies	FUND #:	DEPT:	REV SOURCE:	JOB #:	PHASE:
VENDOR #:						

SCOPE of WORK:	Provide financial advisory services to the City and its Urban Renewal Agency
SCHEDULE of WORK:	effective date: December 1, 2010 expiration date: November 30, 2013
PAYMENT:	City agrees to pay Consultant for the identified services a sum not to exceed $ 50,000 for the scope of work identified by attachment

CONSULTANT DATA, REGISTRATION, and SIGNATURE

CONSULTANT FIRM:	Western Financial Group
ADDRESS:	PMB 172, 333 South State Street, Suite V, Lake Oswego, OR 97034
VOICE:	503 249-1412
CONTACT:	Kieu-Oanh Nguyen
TITLE:	Managing Partner

I, the undersigned, agree to perform the work outlined in this Contract in accordance to the terms and conditions listed on pages 2-4 and made part of this Contract, and in accordance with the exhibits attached and made part of this Contract. I certify, under penalty of perjury, that I/my business is not in violation of any Oregon tax laws; and certify that I am an independent contractor as defined in ORS 670.600.

CONSULTANT: Kieu-Oanh Nguyen (signature) 11/10/2010 (date)

CITY OF SHERWOOD APPROVALS

FINANCE DIRECTOR: (Project Manager) _____ signature _____ date

CITY MANAGER: _____ signature _____ date

ATTACH SCOPE OF WORK EXHIBITS

STANDARD CONTRACT PROVISIONS

1. **Access to Records**
The Consultant shall maintain, and the City of Sherwood ("City") and its duly authorized representatives shall have access during normal business hours to the books, documents, papers, and records of the Consultant which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon reasonable request. Payment for cost of copies is reimbursable by the City.

2. **Audits**
(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the three (3) year period established by section 1, **Access to Records**. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office.
(b) If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall repay the amount of the excess to the City.
(c) If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 5, **Early Termination of Contract** and section 7, **Remedies**.

3. **Effective Date and Duration**
The passage of the Contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

4. **Funds**
The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

5. **Early Termination of Contract**
(a) The City and the Consultant, by mutual writing, may terminate this Contract at any time.
(b) The City, on thirty (30) days written notice to the Consultant, may terminate this Contract for any reason deemed appropriate in its sole discretion.
(c) Either the City or the Consultant may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. **Payment on Early Termination**
(a) In the event of termination under subsection 5(a) or 5(b), **Early Termination of Contract** hereof, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date.
(b) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the Consultant due to a breach by the City, the City shall pay the Consultant as provided in subsection (a) of this section.
(c) In the event of termination under subsection 5(c), **Early Termination of Contract** hereof, by the City due to a breach by the Consultant, the City shall pay the Consultant as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7(a), **Remedies**.
(d) In the event of early termination, all of the Consultant's work product will become and remain property of the City.

7. **Remedies**
(a) In the event of termination under subsection 5(c), **Early Termination of Contract,** hereof, by the City due to a breach by the Consultant, the City may complete the work either itself, by Contract with another consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Consultant shall pay to the City the amount of the reasonable excess.
(b) The remedies provided to the City under section 5, **Early Termination of Contract** and section 7, **Remedies** for a breach by the Consultant shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
(c) In the event of breach of this Contract by the City, the Consultant's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c), **Early Termination of Contract** and section 6(b), **Payment on Early Termination** hereof.

8. Subcontracts and Assignment

Consultant shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of the City. Notwithstanding City approval of a sub-consultant, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if sub-consultants are employed in the performance of this Contract, the Consultant and its sub-consultants are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

9. Compliance with Applicable Law

In connection with its activities under this Contract, Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws and regulations.

10. Indemnity - Standard of Care

If Consultant's services involve engineering or planning consulting, the standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional engineers or planning consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation. Consultant acknowledges responsibility for liability arising out of the performance of this Contract and shall hold City harmless from and indemnify City for any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, activities, or services in the course of performing this Contract.

11. Insurance

Consultant shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Consultant, the City, its Councilors, officers, agents, and employees. Unless modified by the City Manager, coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Consultant's operations, in an amount not less than $1,000,000 combined single limit per occurrence. Such insurance shall name the City as an additional insured. Consultant certifies that Consultant has qualified for State of Oregon Workers' Compensation coverage for all Consultant's employees who are subject to Oregon's Workers' Compensation statute, either as a carrier insured employer as provided by ORS 656.407 or as a self-insured employer. Unless modified or waived by the City Manager, Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's negligent acts, omissions, activities or services, in an amount not less than $1,000,000 combined single limit per occurrence. Such insurance shall be endorsed to include contractual liability. All policies will provide for not less than thirty (30) days' written notice to the City before they may be canceled. Upon request, Consultant shall furnish the City certificates evidencing the date, amount, and type of insurance required by this contract.

12. Ownership of Work Product

All work products of the Consultant, which result from this Contract are the exclusive property of the City. The City shall not use these products for other projects outside the scope of this Contract without written permission of the Consultant; provided, that Consultant is hereby granted an irrevocable, royalty free, worldwide, perpetual license to use, reproduce, copy, distribute and make derivatives of its work product, regardless of whether Consultant has resigned, this Contract has been terminated, Consultant's scope of services has been modified, or Consultant's services under this Contract have been completed.

13. Nondiscrimination

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans With Disabilities Act of 1990 (Pub l. No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

14. Successors in Interest

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this Contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

18. Governing Law

The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to conflicts of law principles. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Washington County, Oregon. Any trial will be to the court without a jury.

19. Amendments

The City and the Consultant may amend this Contract at any time only by written amendment executed by the City and the Consultant. Unless otherwise provided, if the original Contract required a Resolution, any amendment that increases the amount of compensation payable to the Consultant, exceeding the amount authorized in the previous Resolution, must be approved by Resolution of the City Council. If the original Contract did not require a Resolution, the City Manager, or City Engineer in certain instances, may approve an amendment increasing the amount of compensation, provided the total Contract price falls within the expenditure thresholds established in Resolution 2001-006. The City Engineer may agree to and execute any other amendment that does not affect Contract price, on behalf of the City, including modifications to scope of service or time of performance.

20. License

Prior to beginning work under this Contract, the Consultant shall provide professional registration number in the space provided on page one of this Contract, if required by the City.

21. Payment to Vendors and Sub-consultants

Consultant must promptly pay any persons supplying labor or material to Consultant in its performance of the work under this Contract. Consultant will not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished to Consultant.

22. Exhibits

Each document that is attached to this Contract as an Exhibit shall be labeled with an Exhibit number and listed below. Provisions and covenants contained in Exhibits are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein. If any item in an Exhibit contradicts this Contract, this Contract shall take precedence over the conflicting item in the Exhibit.

a. List of Exhibits

Exhibit A – Scope of Services, Term, and Compensation
Exhibit B – Consultant's Proposal of July 2010.

23. Merger Clause

This Contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Consultant, by the signature of its authorized representative, hereby acknowledges that he or she has read this Contract, understands it and agrees to be bound by its terms and conditions.

24. Mediation

a. Should any dispute arise between the parties to this Contract it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation.

b. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days, or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

25. Miscellaneous Terms

a. Consultant Identification. Consultant shall furnish to City Consultant's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Consultant's Social Security number.

b. Duty to Inform. Consultant shall give prompt written notice to City if, at any time during the performance of this Contract, Consultant becomes aware of actual or potential problems, faults, or defects in the project, any nonconformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by City. Any delay or failure on the part of City to provide a written response to Consultant shall constitute neither agreement with nor acquiescence in Consultant's statement or claim, and shall not constitute a waiver of any of City's rights.

c. Independent Contractor. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract.

d. Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Contract, and shall ensure that all subcontractors pay those amounts due from the subcontractors.

e. Income Tax Withholding. In accordance with ORS 316.167, Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees.

[SIGNATURES ON COVER PAGE TO CONTRACT]

Exhibit A

Scope of Services, Term, and Compensation

The role of the Financial Advisor is to advise, assist, evaluate and market all debt instruments as required by the City and to advise and assist with financial planning, state and federal legislation, and rating agency relations. Services may be added or modified as mutually agreed by the City and Consultant over the term of this Contract.

The Financial Advisor shall provide these services to the City and its component unit, the Sherwood Urban Renewal Agency. Specific Services include but are not limited to:

1. Provides professional advice on structuring, pricing, sale, and servicing of city debt.
2. Prepares and reviews bond orders, indentures, escrow deposit agreements, official statements and any other legal documents pertaining to debt issuance.
3. Assists the City and the Sherwood URA with the evaluation of potential funding sources for capital projects; helps to determine if borrowing is required; assists with or completes preparation of requests for proposals for financing related services; coordinates requests for ratings or credit enhancements; makes recommendations on issue sales; assists with closings; and prepares post-sale reports.
4. Attends City meetings as requested to establish terms of debt issues and City Council or Sherwood URA meetings held to authorize debt issues.
5. Assists in developing informational materials for elections related to bond issues.
6. Reviews and comments on the City's debt policy and assists in developing a long range debt strategy.
7. Maintains an effective working relationship with the City's Bond Counsel.
8. Assists the City in Identifying material events related to all outstanding debt and filing appropriate ongoing disclosures.
9. Provides professional advice on a specific project basis, and general consultation on public finance matters, as needed.

The initial term of this contract shall be for three years and it includes a renewal option, which may be used in the two following years thereby providing for five years of Financial Advisory Services. The City reserves the right to extend the contract beyond the original three-year period, negotiating each year separately as to price and work performed.

Compensation shall be $225 per hour for the initial year of the contract and will be adjusted in accordance with the Portland Area CPI annually on the anniversary date of the contract.

General advisory services will be invoiced to the City on a regular billing schedule. Services related to specific debt issuances shall be agreed upon in writing before initiating a project. Work on the project will be tabulated and payment to the consultant shall be included in the proceeds of the funding.

The estimated allocation of costs for the intial three year term of the contract is: General Consultation ($5,000), Refinancing of $10 Million water Line of Credit ($25,000), and other non-determined financings ($20,000).

Exhibit B

Insert Proposal here.

WESTERN FINANCIAL GROUP

Financial Counsel to Governments,
Non-Profits & Public Private Ventures

July 27, 2010

Mr. Craig Gibons, Finance Director
City of Sherwood
22560 Pine Street
Sherwood, OR 97140

Dear Mr. Gibons:

Thank you for the opportunity to submit our proposal.

- Western Financial Group is comprised of 4 managing partners representing the longest working core of senior financial advisors in the Pacific Northwest. Since 1995, we have acted as advisors on the sale of over 520 bond issues totaling over $23 billion in the Pacific Northwest. We are at the leading edge of innovation, implementing new structures and financings that later became industry standards. We provide a wide range of services to clients including financings, feasibility studies, strategic planning, public/private partnerships and economic development.
- We are a comprehensive financial management firm and have assisted many of our clients to obtain favorable financings and grants through the Oregon Bond Bank, the Department of Environmental Quality, and other state programs. Our role as financial advisor to the Oregon Bond Bank, the Department of Environmental Quality and other state agencies provide us with knowledge of these programs resulting in favorable financings for our clients.
- We are very familiar with the City of Sherwood having worked on most of the City's past bond issues including bonds to fund LID projects (1990), the recreation center (1996), police facilities (2001), and urban renewal financings. In the past two years, we have also participated in some of the City's discussions related to funding water and urban renewal projects.
- WFG advisors is experienced with many cities in Oregon and have worked on many financings for neighbors of Sherwood such as Tualatin, Tigard, Lake Oswego, Newberg and Wilsonville. These engagements also include work for related urban renewal agencies.
- Each of our senior advisors focuses attention on a limited number of clients. We make sure our clients receive our full attention on each of their financial advisory needs. Staffing will be done by two experienced financial advisors with access to the resources of other professionals of the firm to provide a wide variety of services, not just bond financings.
- Independent financial advisory is our sole business and not just a supplement to an underwriting business. Investment banking firms and underwriters have different views of the market and can differ significantly in their pricing and marketing approaches. We have developed relationships with many firms inside and outside of Oregon who are active purchaser of Oregon bonds, and our access to the thoughts, pricing and approaches of these firms increase the options and competition that benefit our clients.

We hope this is the combination of attributes and experience that you want in your independent financial advisor. Please contact me if you have any questions at 503-249-1412, 503-249-5805 (fax) and ko@westernfinancialgroup.com.

Sincerely,

Kieu-Oanh Nguyen

Kieu-Oanh Nguyen, Managing Partner

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Executive Summary

We appreciate the opportunity to submit this proposal to serve as financial advisor to the City. Through this proposal we hope you will see that Western Financial Group ("WFG") is the right choice for you to select as your independent financial advisor. We formed our partnership specifically to provide high level service to clients such as the City. WFG is comprised of four equal partners without any employees. Our firm is designed so that we get to do direct work for our clients, rather than to focus on gaining clients and then passing them to junior consultants to service. An equally important factor is our firm's stability. We have not had any turn-over of advisors since our inception, and each of our advisors is committed to Oregon and to this business for the long term.

Advisors on our team have from 17 to 25 years of experience each, as an independent financial advisor working in Oregon and throughout the western United States. During these years, we have participated on many financings, including some very challenging ones. In selecting us you will benefit from the involvement of two senior advisors and access with a team of advisors with diverse talents and ideas. We also have expertise in related fields beyond financings: public/private partnerships, strategic planning, policy development, feasibility studies, etc.

Our professionals have been involved intimately in Oregon municipal finance having served as Chair of the Municipal Debt Advisory Commission, member the Oregon Investment Council and have presented at many professional conferences. We have been called to assist with developing the Bond Manual and various legislation concerning public finance over the years.

As independent financial advisors, our practice has focused on primarily one aspect, i.e., providing independent financial advice. This is not just an adjunct business for us like it is for some underwriters-who sometimes work as financial advisors in the hopes of obtaining future, more lucrative, underwriting relationships.

Statement of Understanding

We understand that the City desires the following specific services and procedures to be provided by the advisor:

a. Provides professional advice on structuring, pricing, sale, and servicing diverse types of financings such as general obligation bonds, revenue bonds, full faith and credit obligations, bond, tax, and revenue anticipation bonds, tax exempt and tax subsidized governmental bonds, urban renewal tax increment financing, state loans, lease purchase financing, letters of credit, and lines of credit.
b. Prepares and reviews bond orders, indentures, escrow deposit agreements, official statements and any other legal documents pertaining to debt issuance.
c. Assists the City and the Sherwood URA with the evaluation of potential funding sources for capital projects; helps to determine whether or not borrowing is required; assists with or completes preparation of requests for proposals for financing related services; coordinates requests for ratings or credit enhancements; makes recommendations on issue sales; assists with closings; and prepares post-sale reports.
d. Attends City department meetings or Audit Committee meetings, if needed, held to establish terms of debt issues; and City Council or Sherwood URA meetings held to authorize debt issues.
e. Assists in developing informational materials to obtain voter support and approval of bond issues.
f. Reviews and comments on the City's debt policy and assists in developing a long range debt strategy consistent with the City's cash flow, capital improvements plan, and financial forecast.
g. Establishes and maintains an effective working relationship with the City's Bond Counsel.
h. Assists the City in identifying material events related to all outstanding debt and filing appropriate ongoing disclosures.
i. Provides professional advice on a specific project basis, and general consultation on public finance matters, as needed.

We are capable and ready to assist the City in all of the areas identified above.

Project Team and Qualification

a. List the Project Manager and all key personnel (including sub-consultants) and management to be utilized for the work. Include a description of education, certificates or licenses, professional background, experience, skills, expertise and training for the type of services required. Samples of previous project products can be submitted. Resumes and samples should only include project experience relevant to the scope of work outlined in this RFP.

We expect that Kieu-Oanh Nguyen and Chip Pierce will staff this relationship with the City. Ms. Nguyen would serve as the primary contact for the City. We would propose to involve other partners throughout the engagement as needed so that you would benefit from the experiences and innovations of the entire firm. We are also open to discussions as we get more involved with the City to staff your engagement in whatever way you find best meets your needs. Under all circumstances, we will ensure that all of the firm's resources will be committed to your needs, and that you will always receive advice from experienced senior professionals should your lead person be unavailable for any reason.

A major reason that we formed our own firm was to provide senior level financial planning and advice to clients at all times, so that the client will not have to depend on the work of an inexperienced analyst to solve its pressing concerns. Our firm consists of the four partners who are all experienced advisors.

Kieu-Oanh Nguyen has been an independent financial advisor for the last 15 years. She has worked as advisor on many financings including tax-exempt and taxable bonds, notes and lines of credit and other

debt instruments for various cities. She's currently advisor to the cities of Ashland, Aurora, Bend, Coos Bay, Fairview, Happy Valley, Lake Oswego, among others. She's very familiar with Sherwood having worked on many of its financings since the mid 1990s.

Ms Nguyen has done many competitive and negotiated sales and private placements. She has a Masters of Public Policy degree from Harvard University's Kennedy School of Government.

Chip Pierce has been an independent financial advisor for the last 22 years. Mr. Pierce has worked as advisor for many cities. He's currently advisor to the cities of McMinnville and Lake Oswego. He has been a long time financial advisor to the Oregon Bond Bank. Mr. Pierce holds a Master's Degree in Public Policy and Management from the Wharton School at the University of Pennsylvania.

Subcontractor

WFG proposes to use the services of NW Resources, an official statement editing firm, to develop the preliminary and final official statements. WFG would provide the oversight and ensure quality control over the entire process. NW Resources' hourly rate is $125 for 2010. We propose this arrangement as we feel that this will result in a quality product at a lower cost to the City. If the City prefers that WFG accomplish this task in-house, we would be glad to do so.

b. Provide a statement of experience of the Firm including references of current and former clients.

Since WFG's reception in 1995, we have been involved in over 520 financings, totaling about $23 billion in the western United States. We are one of the most active independent financial advisory firms in the region, often working on complicated financings. A more complete description of our firm and resumes are provided later in this proposal.

References

Brett Arvidson
Mgr. Planning & Eng.
Oak Lodge Sanitary District
(503) 653-1653 x105

Wing-Kit Chung
V.P. Admin. Services
Portland Community College
(503) 977-4250

Mark Carlton
Finance Director
McMinnville Water & Light
(503) 472-6158

Marty Wynne
Finance Director
Deschutes County
(541) 388-6559

Sonia Andrews
Finance Director
City of Bend
(541) 312-4902

Jim Breithaupt
Finance Officer
Oregon Bond Bank
(503) 986-0128

Marcia Baragary
Finance Director
City of McMinnville
(503) 434-2350

Lee Tuneberg
Finance Director
City of Ashland
(541) 552-2003

Ursula Euler
Finance Director
City of Lake Oswego
(503) 675-3746

c. *Describe how would provide the specific consulting services described in Section IV-4 Specific Consulting Services Sought.*

WFG is decidedly a firm with a clear focus. Our aim is not to be the number one financial advisor in volume, or number of issues, but with quality of service. We concluded that optimum service would be best provided through a flat organizational structure wherein experienced senior personnel had complete responsibility for advising clients and doing their work.

Most firms follow a different approach where senior advisors provide the client interface while staff with less experience do the majority of the work: not so with us. Each of our partners runs his or her own numbers, prepares for rating calls and handles the details of every relationship for an issue to make sure that all factors are considered when giving you advice. We believe these results in a superior work product and more efficiency for the client while avoiding duplicative and inflated billing inherent in a traditional hierarchical firm. We left Public Financial Management so we could focus more time on fewer clients. Our pledge to you is that you'll get better, more consistent and higher quality attention from WFG than any other firm you could hire. Recently Tri-Met, a WFG client for over 20 years, selected another financial advisory firm feeling change would be healthy. After just one transaction, Tri-Met decided to rehire WFG given our high quality of service.

The WFG partners all come to the City's engagement with national as well as regional experience. This means we are aware of the alternative financing solutions that have been used inside and outside of Oregon to solve problems that governments in Oregon are encountering.

Financing alternatives

As independent financial advisors, the attention of our professionals is not diverted by the potential conflicts arising from being in the underwriting and securities distribution business. While we are sensitive to investor preferences from a credit, marketing, structuring and pricing perspective, we make our clients' needs and requirements our first priority. WFG remains committed to assuring that our clients have access to capital with the most cost effective and flexible terms possible. We do not have a bias towards a single type of debt. We will assist clients to obtain financing though a number of possible methods, including pay-as-you go, state loan programs, negotiated or competitive bond sales, or private placement of debt. Our goal is to help clients implement a financing through a financing plan that meets their objectives in terms of credit goals, management flexibility, cost effectiveness, and timing.

We generally begin an engagement by focusing on gaining a solid understanding of the clients' finances and financing goals. Based on those discussions, we would propose to develop a financing plan that would specify the timeline for financings, and the method of financings. During the development of such a plan, we would provide the clients with the types of financing options and methods available, along with a discussion of the costs and benefits of each option, to assist the clients to develop a financing plan that meets their goals and objectives. We prefer to craft financial solutions rather than focus on selling bonds.

Assistance with govermental approvals

Often the least cost solution is to involve some of the state agencies in portions of a total project's financing. DEQ offers low cost capital in several programs as does the Oregon Business Development Department (formerly the Oregon Economic and Community Development Department). We've worked with both agencies numerous times for our clients. Most recently, our client, Oak Lodge Sanitary District, with our help, received a $5 million in zero-interest loan from DEQ, and will obtain an $8 million loan from the Oregon Bond Bank. We assisted Clackamas County to obtain a $12 million loan with the Oregon Transportation Infrastructure Bank.

For bond sales, we undertake to submit the various forms, documentation, notification requirements, advance refundings plans, etc. that are legally required to the appropriate parties.

Advice and calculations

We use either a commercially-developed software program (DBC) or spreadsheets to structure bond issues depending on the structuring requirements. We are often working on projects with long and complicated construction periods and working with our clients, via cash flow models and various interim borrowing mechanisms, to optimize construction financing. Since we are not just a "bond firm", we do as much spreadsheet analysis as we do bond sizing. We have the capacity, and proven ability, to analyze various structures to maximize ratings, accommodate cash flows or to innovate new security structures.

We routinely manage competitive bond sales. We believe the default assumption should be that a sale will be competitive as when a known strong credit sells bonds competitively, it will receive a low True Interest Cost (TIC) in most instances. During the competitive sale, our firm takes responsibility for posting the POS, getting CUSIP numbers, receiving insurance bids and working with Parity or MuniAuction to receive bids. After the sale, we manage the process for closing in conjunction with bond counsel.

We maintain subscriptions to TM3, the industry's on-line information system, which reports (within minutes) the sales results of all negotiated and competitive bond sales. We also subscribe to the Municipal Market Advisors which provide marketing and pricing information. Unlike underwriting firms that provide financial advice as an adjunct to underwriting, we maintain close working relations with all the major underwriting desks and solicit pricing ideas for our clients through those relationships. We participate in negotiated sales when it is determined that a negotiated sale is in the best interest of our client. We have suggested both competitive and negotiated sales based on our analysis of the market and of our clients' needs. Our advice on pricing arises from trying to determine the right price for the bonds. This ends up being some art, some science. We approach pricing in three ways: How is the pricing in relation to other deals brought by the same issuer? How is the pricing in relation to other similar bond deals in the market at roughly the same time? How is the pricing relative to national indices such as the MMD? We attempt to reach a consensus with underwriters prior to the actual day of the pricing on how to evaluate the pricing and therefore avoid major confrontations when the time for pricing actually arrives.

Preparation and review of documents

We participate in the development of bond documents – legal and disclosure – in both negotiated and competitive sales. WFG partners have close relationships with most law firms, regional and local, that advise and provide counsel to municipalities on debt issuance. Our experience in a variety of innovative financing programs allows us to add value to our clients. For example, we helped to develop a set of master of documents and wastewater indenture to accommodate the Metropolitan Wastewater Management Commission (Lane County) need to incorporate both public and state agency bond sales.

Facilitate preparation of offering documents

In all of our competitive sales, we take the lead in the preparation of the official statement. We also do this occasionally in negotiated deals although often the underwriters prefer to have underwriter's counsel do this work. WFG pioneered electronic delivery of official statements to the printing industry so as to have rapid access to printers at the lowest cost to our clients. We work with both local and out-of-state printers and deliver them the POS in appropriate digital formats so that they can immediately move to printing.

We now use electronic media for dissemination of the Notice of Sale and Preliminary Official Statement documents. A majority of bond issues with which WFG has been involved have been posted on the Internet during the past several years. WFG has found that these innovations get broader involvement in competitive bond sales and therefore result in better pricing.

WFG was the first financial advisory firm in the state to utilize Surebid, which became an industry standard.

By lowering the barriers that have traditionally kept out-of-state banks from bidding on our clients bond issues, WFG has increased the number of bids our clients receive. We believe one of the most valuable roles we play is to expand the market for our clients bonds beyond the traditional universe of bidders.

Rating And Credit Enhancement

With all of our clients, we manage relationships with the rating agencies and credit enhancers. Our approach to rating agencies and insurers is to facilitate the flow of information to the agencies on a timely basis, to anticipate what issues they may have and to prepare you to respond to them. We believe it is always best to have the client present information and to increase the relationship between the analyst and you. We see that our job is to prepare you, prepare materials and then facilitate communication.

WFG tends to be the first contact for a rating agency when there's a question about what's going on in Oregon. We proactively help our clients with rating agency relationships and are proud that many of our clients have received upgrades or very favorable first-time ratings. Our 25+ years of experience in Oregon, working with key individuals who have now become senior analysts for these entities gives us credibility and access which is beneficial to our clients.

The bond insurance industry is going through a crisis right now. That said, conditions are changing constantly and we will consider insurance if that should prove cost effective for the City's financings.

Coordination of Working Group

For any transaction, we take an active role in working and coordinating with other working group members. We assist clients in seeking bids from paying agents, trustees, printers, verification agents, and other professionals as desired by the clients. We draft the financing schedule, term sheet, distribution list, and other necessary documents. We coordinate meetings and conferences. It is our job to ensure a smooth and efficient financing and closing that accomplishes our clients' objectives.

Attend Meetings

We will attend meetings and provide presentations to staff, council or citizens as requested by the City. We also provide projections of debt service, tax rate impact of bond levies and any financing information requested for bond measures.

d. Provide all the information requested in Section II-3 Qualifications.

1. Explain your firm's experience as financial advisor with Oregon jurisdictions and tax-exempt and taxable financings.

Since 1996, we have served as financial advisor on more than 350 Oregon bond issues, totaling close to $20 billion. These included competitive, negotiated, quasi-competitive and private placements. They range from plain-vanilla GO bonds to revenue bonds to urban renewal bonds. We advised on the first Recovery Zone Economic Bonds and Facilities Recovery Zone Facility Bonds issued in Oregon. We regularly work on taxable bonds and have sold several series of Build America Bonds.

We are very active as financial advisors. Since January 2010 alone, we have worked on the following financings in Oregon:

Issuer	Par ($Mil)	Date	Type
North Clackamas P&R	5.7	1/24/2010	FFC Refunding Obligations
Bend	3.3	2/18/2010	FFC (Taxable Recovery Zone Econ. Dev)
Bend	8.4	2/18/2010	FFC Refunding Obligations
Clean Water Services	90.3	4/14/2010	Sewer Revenue Bonds (BABs)

Clean Water Services	8.9	4/14/2010	Sewer Revenue Bonds
State of Oregon DAS	58.3	4/21/2010	General Obligation
State of Oregon DAS	33.3	5/05/2010	Lottery Bonds
State of Oregon DAS	54.2	5/12/2010	Certificate of Participation
State of Oregon DAS	13.6	5/12/2010	Certificate of Participation - Taxable
State of Oregon DAS	161.7	5/12/2010	Certificate of Participation (BABs)
State of Oregon DAS	13.8	5/12/2010	Certificate of Participation
Oak Lodge Sanitary District	24.0	5/13/2010	GO Bonds
Deschutes County	1.3	5/27/2010	FFC (Recovery Zone Facility Bonds)
Bend	3.6	5/28/2010	Credit Facility (taxable)
Eugene	10.0	6/09/2010	Full Faith & Credit Obligations
Tigard	7.0	6/17/2010	Full Faith & Credit Obligations
Bend URA	6.0	6/18/2010	Line of Credit (taxable/tax-exempt)
State of Oregon DAS	837.4	6/24/2010	TAN
Corvallis	2.1	7/15/2010	Full Faith & Credit Obligations
South Fork Water Board	1.9	7/21/2010	Defeasance
State of Oregon DOE	33.0	7/29/2010	GO Bonds
State of Oregon DOE	10.0	7/29/2010	GO Bonds (taxable)
State of Oregon DEQ	4.9	7/29/2010	GO Bonds
State of Oregon DAS	14.6	7/29/2010	General Obligation
Lake Oswego	6.5	10/18/2010	GO Refunding Bonds
Bend	6.0	In progress	FFC Obligations- Water
Coos Bay	12.0	In progress	Sewer Revenue Bonds
Lake Oswego	40.0	In progress	FFC Obligations - Sewer
Oak Lodge Sanitary District	8.0	In progress	IFA Loan (RZEB)
Oregon Bond Bank	21.9	In progress	Revenue Bonds (BABs and RZDBs)
Springfield	10.0	In progress	Sewer Revenue Bonds

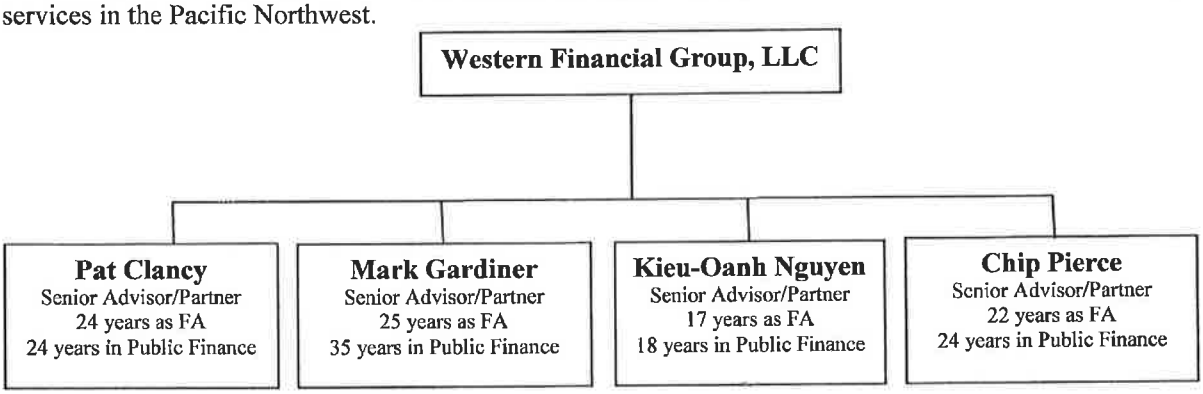
WFG advisors have assisted many issuers to take advantage of state grant/loan programs, such as those of the Oregon Business Development Department's Water/Wastewater Financing Program, Special Public Works Fund, Community/Public Facilities Grants, and the Safe Drinking Water Revolving Loan Fund. We have also assisted our clients with obtaining low-cost loans from the Department of Environmental Quality. We believe that our role as financial advisor to the Oregon DEQ, Oregon DoE and the Oregon Bond Bank allows us to be more alert to situations as to when our clients may take advantage of these state programs, and then facilitate the process for obtaining funding.

Please refer to our Bond Record for a partial listing of our Oregon bond experience. Note that the Bond Record does not reflect a complete list of our work or our experience as advisors. We have also served as advisor on many privately-placed bond issues, which may not be reflected in our Bond Record.

2. *Experience and educational backgrounds on all the principal(s) that are assigned to the City's account (include number of years, non-traditional municipal financing, copies of official statements).*

WFG was formed in December of 1995 as a result of our decision to leave the firm Public Financial Management ("PFM"). The decision to leave PFM was based on our desire to focus our efforts on providing top quality service to a limited number of clients, without the interference of a national company that had other business priorities. WFG consists of four partners: Pat Clancy, Mark Gardiner, Kieu-Oanh Nguyen, and Chip Pierce. The firm does not have any other employees.

Our partners have worked together for many years. Mark Gardiner opened the Portland office of Government Finance Associates (later PFM) in 1985. Pat Clancy joined PFM in 1986, Chip Pierce joined PFM in 1988, and Kieu-Oanh Nguyen joined PFM in 1993. Kieu-Oanh Nguyen left PFM in 1995 to work with Regional Financial Advisors where she became a senior vice president and in 2000 re-joined her colleagues at WFG as partner. Each advisor has significant experience in providing financial advisory services in the Pacific Northwest.



While Kieu-Oanh Nguyen will be your primary contact, with Chip Pierce assisting, we are including all 4 resumes of our partners as we will take advantage of each partner's expertise to benefit the City depending on its specific needs.

KIEU-OANH NGUYEN

Ms. Kieu-Oanh Nguyen has served as financial advisor to both large and small Northwest municipalities since 1993.

She's currently working on various projects for Bend, Bend URA, Coos Bay, Coos Bay URA, Lake Oswego, Lake Oswego Development Agency, Springfield, Oak Lodge Sanitary District, Oregon Department of Energy, and the Oregon Department of Environmental Quality. Ms. Nguyen is involved in a debt capacity study for the Lake Oswego Development Agency.

Ms. Nguyen brings innovation to her financings to achieve her client's goals. In February 2010, she brought the first Recovery Zone Economic Development bond issue in Oregon to market. This allows the City of Bend to issue taxable debt and receive a 45% federal subsidy to fund improvements to comply with the Americans Disabilities Act. In May 2010, Ms. Nguyen advised on the first Recovery Zone Facility Bonds enabling Deschutes County to issue tax-exempt debt to fund a residential facility that otherwise would have to be sold as taxable bonds.

Ms. Nguyen also conducted an innovative "quasi-competitive" bid opening for Clackamas Community College to generate competition for the College's bonds while enabling the College to sell its refunding bonds quickly and lock in savings.

Since 2009, Ms. Nguyen has been working with Oak Lodge Sanitary District to implement a $40 million project by assembling a combination of financings allowing the District to achieve low cost of borrowing and reduce the pressure of increasing sewer rates. Ms. Nguyen facilitated the District's application to DEQ which resulted in a $5 million zero-interest loan to the District. She also recommended that the District pursue voter approval for general obligation bonds to avoid funding a debt service reserve and meeting stringent debt service coverage requirements, even though the bonds will in fact be repaid from sewer revenues. The campaign was an overwhelming success with 85% of voters approving the measure. Ms. Nguyen helped prepare the District for a rating trip and the District received a very favorable AA

rating for its bonds. In May 2010, the District sold $24 million of 20-year general obligation bonds at a very low 3.75% all-in interest rate. Ms. Nguyen also assisted Oak Lodge in obtaining $8 million of allocation of Recovery Zone Economic Development Bond authority and the District will sell these bonds to the Oregon Bond Bank which will pay for all of the financing costs.

Ms. Nguyen's expertise goes beyond traditional financings. She's also working on a consulting team developing a business plan for a potential new regional wastewater agency in Washington. She's also assisting the Alaska Industrial Development and Export Authority on reviewing the feasibility of an economic development project. She's also helping Kitsap County negotiate a potential HUD loan that would bring a manufacturing plant to the county.

She has served as financial advisor for many Oregon cities including Bend, McMinnville, Portland, Salem, Ashland, Corvallis, Gresham, Sherwood, Tualatin, Dallas, Madras, Silverton, Springfield, Lincoln City, Lakeview, Albany, Beaverton, and Aurora. Her county clients have included Deschutes County, Clackamas County, Washington County, Multnomah County, and Jackson County. She's currently advisor to the State of Oregon Department of Energy. Ms. Nguyen has also served many special districts including fire districts, library districts, sanitary districts, water districts, college districts, and school districts.

Ms. Nguyen has provided financial analytical assistance to clients such as the State of Washington Department of Transportation, Alaska Industrial Development and Export Authority, County of Maui, and Oregon Facilities Authority. Ms. Nguyen has assisted clients with a wide range of services, including local option levy projections, credit evaluation, cash flow analysis, financial planning, financing implementation, and state loan programs. She has participated in diverse types of short-term and long-term financings including: bond anticipation notes, lines of credit, general obligation bonds, limited tax bonds, full faith and credit obligations, assessment bonds, tax increment financings, wastewater and water revenue bonds, certificates of participation, state grant, and state loan programs. She has participated in negotiated and competitive sales, as well as private placement of debt.

Before joining WFG, Ms. Nguyen was senior vice president at Regional Financial Advisors, and prior to that, a consultant at Pubic Financial Management. Ms. Nguyen has also served as a consultant to the California Ways & Means Committee. She has a Masters degree in Public Policy from Harvard University.

LAWRENCE W. PIERCE

Mr. Lawrence (Chip) Pierce joined Western Financial Group, LLC at its inception. Some of his current municipal clients include: Oregon Business Development Department (formerly Oregon Economic and Community Development Department); Alaska Municipal Bond Bank; New Mexico Finance Authority; Greater Arizona Development Authority; and Idaho Bond Bank.

Mr. Pierce is financial advisor to the City of Lake Oswego, the Lake Oswego Redevelopment Agency, the City of McMinnville, Portland Community College and McMinnville Water & Light, among others in Oregon.

Mr. Pierce has been a financial advisor since 1986, and has worked with Pat Clancy and Mark Gardiner since 1988. Mr. Pierce serves as advisor to five western state bond banks. By combining strong municipal credits with smaller weaker municipal credits, bond banks are able to provide loans for infrastructure projects to municipalities at rates that many of those communities would not be able to achieve on their own. The Oregon Bond Bank's first bond issue occurred in February 1991. The Bond Bank has issued approximately $330 million in 25 separate series of bonds in almost 20 years of operation, providing financing to more than 100 Oregon municipalities.

Mr. Pierce is also advisor to the New Mexico Finance Authority, and has been since its creation in 1992. The NMFA's infrastructure program is a bond bank that leverages a pledge of a state tax source without a

back-up pledge of the state's general credit. He has advised the NMFA on the issuance of more than $1 billion of debt.

Hired in 1998, Mr. Pierce assisted the Greater Arizona Development Authority to establish a program structure for that state's pooled infrastructure loan program. To date, he has advised GADA in the issuance of over $400 million of bonds, the proceeds of which have been loaned to thirty Arizona communities.

As advisor to the Alaska Bond Bank since 1998, Mr. Pierce has assisted several communities in financing infrastructure improvements ranging from school facility enhancements to hospitals to local economic initiatives. To date, he has advised AMBBA on approximately $600 million in bond sales.

Prior to joining Western Financial Group, Mr. Pierce worked at Public Financial Management, a national financial advisory firm. Mr. Pierce also worked for two years at the Government Finance Officers Association's (GFOA) Government Finance Research Center in Washington, D.C., where he was a project manager. He graduated Phi Beta Kappa with a B.A. in American Political History from the Colorado College. Mr. Pierce holds a Master's Degree in Public Policy and Management from the Wharton School at the University of Pennsylvania.

PATRICK H. CLANCY

Mr. Patrick Clancy is a Managing Partner of WFG. He serves as lead advisor to a number of general municipal clients in the Northwest and Alaska on issues of capital formation, bond issuance, and overall capital financing plans. As one of the region's most experienced financial advisors, Mr. Clancy has introduced many financing innovations that set today's market standards.

Over the last twenty years, Mr. Clancy has assisted many development agencies including the urban renewal agencies of the cities of Hillsboro, Newport, Portland, Springfield and Wilsonville.

Mr. Clancy has assisted many entities to bring new credits to market. Some of these new credits have involved complex new forms of utilities and have included LOTT in Washington, and Metropolitan Wastewater Management Commission (MWMC) in Oregon. He was advisor on the first ever revenue bond issue for LOTT, a new wastewater agency in Washington comprising of the cities of Lacy, Olympia, and Tumwater, and Thurston County. He also served as advisor on the City of Wilsonville's new water utility.

Mr. Clancy currently serves as lead advisor to the Oregon Department of Administrative Services' COP and Lottery Bond Program. He also serves as lead advisor for such governments as the City of Eugene and City of Corvallis, the Oregon Facilities Authority, and the Alaska Industrial Development and Export Authority.

His recent bond clients have included the State of Oregon Certificates of Participation program and Lottery Revenue Bond program, and the $2 billion pension bond sale by the State of Oregon. Mr. Clancy continually brings useful innovation to his clients. He helped develop the first lottery revenue bond issued in the United States for the Oregon Department of Transportation. The issue, which financed a part of the Portland area light rail project, involved work over several months with underwriters, rating agencies and bond insurers to get the final transaction put together.

Additionally, Mr. Clancy has worked with Multnomah County to lead negotiations with LSI Logic and Fujitsu Microelectronics and Washington County regarding Intel and IDT that resulted in tax abatements. He worked with Edgefield Children's Center to develop a new public-private venture to expand facilities to serve young children in the Portland metropolitan area.

Mr. Clancy was a Managing Director with Public Financial Management from 1989 to 1995, before forming WFG. From 1986 to 1989, Mr. Clancy was a Vice President with Government Finance Associates, another national financial advisory firm. Before that, he was a long time public school administrator responsible for long range planning and use of new technology. Mr. Clancy serves as chair of the Oregon Municipal Debt Advisory Commission and other non-profit boards in his local community.

Mr. Clancy holds a B.S. in Psychology from the University of Oregon, an M.S. in Education from Portland State University and an M.P.A. from Harvard University's John F. Kennedy School of Government, where he was recognized as a Littauer Fellow for his leadership and work in public finance.

MARK S. GARDINER

Mark Gardiner has specialized in long-term financial planning and strategic financial planning for state and local governments; economic development and project development financing, credit market and rating agency relations; transportation financial planning and funding, and public assembly facility project financing. Mr. Gardiner also has considerable experience in financial planning and debt financing for municipal enterprises and utilities of all types, and in lease-purchase financings.

Mr. Gardiner has served as advisor on many innovative development projects including the OHSU South Waterfront development, Washington County North Bethany Project and the City of Springfield SEDA-Glenwood Project.

Prior to founding WFG in 1995, Mr. Gardiner served as an executive of two national financial advisory firms. From 1982 to 1985, Mr. Gardiner served as the Director of Fiscal Administration for the City of Portland. In addition to his duties managing all of the City's financial activities, he was the architect of the City's innovative Urban Services Policy that defined the City's role as an urban service provider in a multi-jurisdiction region. Mr. Gardiner began his public finance career in 1976 as a consulting economist specializing in sewer and water enterprise rate analysis and formulation.

Mr. Gardiner has served on the Oregon Municipal Debt Advisory Commission, and has been instrumental in the creation, drafting and implementation of numerous public finance-related statutes. Mr. Gardiner earned a B.S. (with Highest Honors) in Economics from Portland State University.

3. *Describe the Firm's ability to provide timely access and service to the City.*

We believe that our clients are best served if we maintain an active, but limited, number of client engagements that keep us on the cutting edge of municipal finance. We limit the type of work we pursue to enable us to commit time and resources to our clients and meet their schedules. We would provide that commitment to the City. We are located in the Portland metro area and therefore geographically also very accessible to the City.

4. *Written disclosure of any potential or questionable conflict of interest under this agreement.* For *example, the City would need to know of any instances in which the bidder is owned by, is a subsidiary of, or has a financial relationship with an investment/commercial bank. Additionally, please indicate how your firm deals with potential conflict of interest situations that involve more than one client.*

We do not know of or expect any conflicts of interest. We do not market securities. Our sole job is to serve as an independent financial advisor to our clients. We are not associated with any investment banking firm and thus we are not biased toward a particular method of sale. This is a very important

distinction for you as our client. Firms that act as financial advisors while focusing on underwriting as a main source of business income inevitably have conflicts. They have no motivation to have a sale – competitive or negotiated – perform better than a sale that they are underwriting at the same time. It makes them look bad to negotiate a lower rate for you as your advisor while telling another client the rates must be higher for them to underwrite. Further, WFG is not seen as a competitor with other underwriters so national firms feel free to discuss new ideas and approaches with us, to your benefit, without worrying about giving new ideas to competitors.

We have been and plan to continue to be an active participant in Oregon and metropolitan area public finance and political communities. As such, we may work for other clients where a potential conflict may present itself. However, we do not believe that the selection of our firm would result in any current or potential conflict of interest. We will always keep the City appraised of our various relationships in the region and the state that may pose the threat of a conflict of interest. In the event that the City perceives a conflict of interest between our role as financial advisor to the City, we will work with the City to identify the specific source of the perceived potential conflict, and commit to working toward a resolution of the potential conflict in a manner satisfactory to the City.

5. *Any other relevant data that would qualify your firm for services of the type requested.*

Following is a partial listing of Oregon financings we have been involved in since 2004. We would be glad to provide a more complete listing of our experience.

WFG BOND RECORD

ISSUER	PAR AMOUNT ($MILS)	DATED DATE	ISSUE DESCRIPTION
Bend URA	6.9	6/21/2004	Urban Renewal Bonds
Bend URA	3.6	6/21/2004	Urban Renewal Bonds (taxable)
Fairview	1.3	6/23/2004	Water Rev Refunding Bonds
Canby	2.9	9/14/2004	Water Revenue Bonds
Deschutes County	1.8	9/15/2004	Full Faith & Credit Refunding Obligations
Central Point	2.7	9/16/2004	Full Faith & Credit Obligations
Keizer Rural FPD	1.8	10/14/2004	GO Refunding Bonds
Oregon Bond Bank	3.4	10/14/2004	Bond Bank Revenue Bonds (Taxable)
Oregon Bond Bank	6.3	10/14/2004	Bond Bank Revenue Bonds
Housing Authority of Yamhill County	6.7	10/20/2004	Revenue Ref. Note, 2004A & C Variable
Housing Authority of Yamhill County	1.0	10/20/2004	Revenue Ref. Note, 2004BVariable (Taxable)
Beaverton SD #48J	132.3	12/2/2004	General Obligation Refunding Bonds
Deschutes County	6.3	1/20/2005	Full Faith & Credit Obligations
Tualatin	3.8	1/26/2005	General Obligation Park Bonds
Deschutes County	6.3	2/1/2005	Full Faith & Credit Obligations
TriMet	65.5	3/15/2005	General Revenue Refunding Bonds
Clackamas County	12.3	4/28/2005	Road OTIB Loan
Springfield	2.0	5/13/2005	Sewer Refunding Bonds
Portland Community College District	87.8	6/14/2005	GO Refunding Bonds
TriMet	79.3	6/23/2005	Grant Revenue Bonds
Springfield	12.4	6/26/2005	General Obligation Refunding Bonds
Dallas	1.3	8/30/2005	FFC Refunding Loan (Water)
Multnomah Co. SD #40 (David Douglas)	32.2	9/21/2005	GO Refunding Bonds
Bend	7.6	9/29/2005	Sewer Revenue Refunding Bonds
Beaverton SD #48J	49.5	11/1/2005	General Obligation Refunding Bonds
Dallas	4.7	12/20/2005	GO Refunding Bonds
Corvallis	5.4	3/1/2006	Refunding Sewer Bonds

Wilsonville	9.3	4/4/2006	Refunding Water Bonds
Oregon Local Govts.	23.6	4/20/2006	Pooled Loans (Refunding)
Coos Bay	5.6	4/26/2006	Full Faith & Credit Refunding Obligations
North Bend	5.6	4/26/2006	Full Faith & Credit Refunding Obligations
McMinnville	13.1	11/14/2006	General Obligation Bonds (Civic Center)
Metropolitan Wastewater Mgmt Comm	50.0	11/14/2006	Wastewater Revenue Bonds
Oregon Department of Energy	28.5	11/30/2006	GO Alternate Energy Bonds (AMT & taxable)
Tualatin	4.2	12/5/2006	General Obligation Library Bonds
Bend	5.0	12/21/2006	Full Faith & Credit Obligations
Beaverton SD #48J	149.1	1/10/2007	General Obligation Bonds
Deschutes County	1.1	3/20/2007	Loan Agreement & Note (LID)
Springfield	24.7	4/4/2007	General Obligation Bonds
Deschutes County	9.7	4/10/2007	Full Faith & Credit Obligations
Oregon Bond Bank	8.9	5/1/2007	Bond Bank Revenue Bonds (Taxable)
Oregon Bond Bank	26.9	5/1/2007	Bond Bank Revenue Bonds
Oregon Department of Energy	8.0	5/3/2007	GO Alternate Energy Bonds (Gov't)
Oregon Department of Energy	10.6	5/3/2007	GO Alternate Energy Bonds (AMT)
Oregon Department of Energy	5.0	5/3/2007	GO Alternate Energy Bonds (Taxable)
Central Point	2.0	6/6/2007	Financing Agreement Note
Happy Valley	5.0	8/15/2007	Full Faith & Credit Obligations
Lake Oswego	9.7	10/18/2007	Water Revenue Bonds
Lake Oswego	12.0	10/18/2007	Bond Anticipation Notes
Canby	3.2	10/31/2007	Water Revenue Bonds
Childpeace Private School	7.0	12/6/2007	College Revenue Bonds
Wilsonville	7.9	12/10/2007	Full Faith & Credit Obligations
Bend	4.7	2/14/2008	Full Faith & Credit Obligations
North Clackamas P&R	8.0	3/5/2008	Full Faith & Credit Obligations
Oregon Department of Energy	18.0	4/17/2008	GO Alternate Energy Bonds (taxable)
Oregon DEQ	9.3	4/17/2008	GO Pollution Control Bonds
Portland Community College District	12.4	5/13/2008	GO Refunding Bonds
Bend	10.0	7/17/2008	Sewer Revenue Bonds
Central Point	1.2	8/4/2008	Financing Agreement Note
Oregon Department of Community	4.9	8/18/2008	GO Bonds
Oregon Department of Energy	15.5	8/18/2008	GO Alternate Energy Bonds (tax-exempt)
Oregon Department of Energy	2.0	8/18/2008	GO Alternate Energy Bonds (taxable)
Deschutes County	13.4	9/25/2008	Full Faith & Credit Obligations
Deschutes County	1.4	9/25/2008	Full Faith & Credit (taxable)
Metropolitan Wastewater Mgmt Comm	42.0	11/13/2008	Sewer Revenue Bonds
Clean Water Services	55.0	11/18/2008	Sewer Revenue Bonds
Deschutes County	9.6	12/30/2008	Full Faith & Credit Obligations
Coos Bay	2.5	1/29/2009	GO Bonds
Beaverton SD #48J	25.0	3/1/2009	Full Faith & Credit Obligations
Beaverton SD #48J	45.9	3/1/2009	GO Bonds
Oregon Bond Bank	32.8	3/27/2009	Bond Bank Revenue Bonds
Clackamas Community College	3.3	4/1/2009	GO Refunding Bonds
Portland Community College District	200.0	4/1/2009	GO Bonds
Springfield	23.0	4/2/2009	Sewer Revenue Bonds
Deschutes County	3.2	4/9/2009	FFC Obligations
Coos Bay	6.9	4/15/2009	GO Bonds
Lake Oswego	60.0	6/6/2009	FFC Obligations
Lake Oswego	21.0	7/6/2009	Credit Facility
Coos Bay URA	1.4	8/28/2009	Urban Renewal Bond
TriMet	49.0	10/27/2009	Payroll Tax Bonds (BABs)
Clackamas Community College	2.8	10/29/2009	FFC Refunding Bonds
Legacy Health Systems	123.7	12/8/2009	Revenue Bonds

Additional Information

There is no additional information we wish to present.

Certification Statement

All proposals must include this certification statement signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule.

A. Proposal may be released in total as public information in accordance with the requirements of the laws covering the same. Any proprietary information has been clearly marked.

B. Proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date and will become part of the contract that is negotiated with the City.

C. The proposer has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise.

D. Proposer's Federal Taxpayer Identification number 93-1188708.

E. The proposer certifies that this proposal has been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Kieu-Oanh Nguyen July 27, 2009

Proposer's Signature Date

Kieu-Oanh Nguyen, Managing Partner

Print Name and Title

This certification statement must be signed and submitted with the proposal

Cost Schedule

All consultants at WFG are billed at an hourly rate of $225 for calendar year 2010. In multi-year contracts, WFG adjusts our hourly rates in accordance with the Portland Area CPI annually on the anniversary date of our initial contract.