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City of West Allis

Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2003-0337	Resolution	In Committee
Resolution relative to entering into a contract with Stifel, Nicolaus & Company, Inc. for furnishing Financial Advising Services for the period December, 2003 through December 31, 2004 for a total estimated sum of \$16,000.00.		
Introduced: 11/4/2003		Controlling Body: Administration & Finance Committee

COMMITTEE RECOMMENDATION

Adoption

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>11-4-03</u>	<input checked="" type="checkbox"/>		Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Kopplin	<input checked="" type="checkbox"/>			
			Lajsic	<input checked="" type="checkbox"/>			
			Narlock				
		<input checked="" type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
			Sengstock				
			Trudell				
			Vitale				
			Weigel				
			TOTAL	<u>5</u>	<u>0</u>		

SIGNATURE OF COMMITTEE MEMBER (RECORDER)

[Signature]

Chair

Vice-Chair

Member

COMMON COUNCIL ACTION

adopted

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>11-4-03</u>	<input checked="" type="checkbox"/>		Barczak	<input checked="" type="checkbox"/>			
			Czaplewski	<input checked="" type="checkbox"/>			
			Kopplin	<input checked="" type="checkbox"/>			
		<input checked="" type="checkbox"/>	Lajsic	<input checked="" type="checkbox"/>			
			Narlock	<input checked="" type="checkbox"/>			
			Reinke	<input checked="" type="checkbox"/>			
			Sengstock	<input checked="" type="checkbox"/>			
			Trudell				<input checked="" type="checkbox"/>
			Vitale	<input checked="" type="checkbox"/>			
			Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>9</u>	<u>0</u>		<u>1</u>

cc: Purchasing

COMMITTEES OF THE WEST ALLIS COMMON COUNCIL 2003

ADMINISTRATION AND FINANCE

Chair: Alderperson Czaplewski
V.C.: Alderperson Kopplin
Alderpersons: Barczak
Lajsic
Reinke

ADVISORY

Chair: Alderperson Reinke
V.C.: Alderperson Vitale
Alderpersons: Kopplin
Lajsic
Narlock

LICENSE AND HEALTH

Chair: Alderperson Barczak
V.C.: Alderperson Sengstock
Alderpersons: Kopplin
Trudell
Vitale

SAFETY AND DEVELOPMENT

Chair: Alderperson Lajsic
V.C.: Alderperson Weigel
Alderpersons: Czaplewski
Narlock
Reinke

PUBLIC WORKS

Chair: Alderperson Narlock
V.C.: Alderperson Trudell
Alderpersons: Sengstock
Weigel
Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2003-0337

Final Action:

11-4-03

Resolution relative to entering into a contract with Stifel, Nicolaus & Company, Inc. for furnishing Financial Advising Services for the period December, 2003 through December 31, 2004 for a total estimated sum of \$16,000.00.

WHEREAS, The Purchasing/Central Services Division has reported that it duly advertised a request for proposal for furnishing Financial Advising Services for the City of West Allis, that the proposals received were reasonable; and,

WHEREAS, The Common Council deems it to be in the best interests of the City of West Allis that the proposal of Stifel, Nicolaus & Company, Inc. be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of West Allis that the proposal dated May 14, 2003 submitted by Stifel, Nicolaus & Company, Inc. for providing financial advising services for a total net estimated sum of \$16,000.00 in accordance with City of West Allis RFP776 be and is hereby accepted for the period through December 31, 2004.

BE IT FURTHER RESOLVED, that the Purchasing/Central Services Division be and is hereby authorized to enter into a contract for the aforesaid services.

PCSD776

ADOPTED *November 4 2003*

Paul M. Ziehler, CAO, Clerk/Treasurer

APPROVED *November 6, 2003*

Jeannette Bell, Mayor

CITY OF WEST ALLIS

TABULATION

RFP #776

Financial Advising Services

FEE SCHEDULE – TYPICAL YEAR

\$2,200,000 City General Obligation and \$2,000,000 General Obligation Bonds

Proposer	General Obligation Notes	General Obligation Bonds	Discount for Multiple Issues Simultaneously	Net Cost
US Bancorp – Piper Jaffray	6,000	6,500	-1,250	11,250
Public Financial Management	11,000	11,000	-5,500	16,500
Stifel Nicolaus	8,000	8,000		16,000
Baird	8,000	8,000	-8,000	8,000
Ehlers	13,369	13,369	-3,342	23,396
Springsted	9,500	9,500	-4,750	14,250

FINANCIAL ADVISING SERVICES AGREEMENT

This Agreement is entered into as of this 30 day of August, 2004 by and between the City of West Allis, Wisconsin, a Wisconsin municipal corporation (the "City") and Stifel, Nicolaus & Company, Incorporated, a _____ corporation ("Stifel")

RECITALS

WHEREAS the City sought proposals for the provision of certain financial advising services to assist the City in financial planning, debt management, issuance of debt, investment of financial assets and economic development in accordance with the specifications set forth in Request for Proposal #776 ("RFP"); and

WHEREAS Stifel timely submitted a proposal in response to the RFP ("Proposal"); and

WHEREAS on November 4, 2003, the Common Council of the City accepted the Proposal and retained Stifel as its financial advisor; and

WHEREAS, the Common Council directed City staff to cause the preparation and execution of a financial advising services agreement between the City and Stifel in connection with the provision of financial advising services pertaining to the long-range planning and related financings of the City as described in the RFP and the Proposal;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and for the mutual benefits to be derived from this Agreement, the parties hereby agree as follows:

1. The Services. Stifel will assist the City in the on-going reporting, planning and management of financial assets. These services will include but are not limited to the following:

(a) Financial Planning and Debt Management.

(i) Stifel shall assist and advise the City to develop and implement a long-range financial plan. In developing the long-range financial plan, such services shall include, but are not limited to:

- (A) Assist and advise the City with the maintenance and management of existing and future debt management, including report (City's current debt book) updates.
- (B) Assist and advise the City with regard to establishing financial policies and procedures.
- (C) Identify and evaluate plan objectives.
- (D) Review and analyze cost effective alternatives for financing the City's capital requirements.
- (E) Estimate revenue and financing requirements.
- (F) Perform other project analysis as the City may request.

- (G) Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(a)(i) and attend Common Council, committee and staff meetings as requested by the City.

(ii) Assist and advise the City in managing its short-term and long-term debt programs. Such services shall include, but are not limited to:

- (A) Assist and advise the City on debt management policies, including total debt, levy and per capita levels and payback provisions.
- (B) Monitor markets for opportunities to refinance existing City debt.
- (C) Advise and assist the City in determining the scope of new debt financings.
- (D) Assist the City in communicating with the financial markets to promote the City's debt securities and improve bond ratings.
- (E) Assist the City in meeting any regulatory compliance responsibilities, including, but not limited to, secondary market disclosure requirements.
- (F) Review other debt related City programs as requested by the City.
- (G) Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(a)(ii) and attend Common Council, committee and staff meetings as requested by the City.

(b) Debt Issue Development and Oversight. Stifel shall oversee the issuance of all competitive and negotiated bond transactions by the City during the term of the Agreement. This task will include: (1) Planning and Development; (2) Marketing; (3) Bond Sale; (4) Bond Closing; and (5) Work Products, as specified herein.

(i) Planning and Development. Stifel shall assist the City in the planning and development of bond issues. Such services shall include, but not be limited to:

- (A) Analyze alternatives for structuring any proposed financing and establishing the terms of the issue to improve marketability.
- (B) Recommend the best method of sale (competitive or negotiated), considering current economic and market conditions and the nature of the financing.

- (C) Consult with rating agencies on the proposed financing and assist the City in obtaining the most favorable rating attainable.
- (D) Coordinate the work of bond counsel and other professionals involved in each financing transaction and act as a liaison between these parties.
- (E) Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(b)(i) and attend Common Council, committee and staff meetings as requested by the City.

(ii) **Marketing.** Stifel shall assist the City in the marketing of its bond issues. Such services shall include, but not be limited to:

- (A) Advise the City on the appropriate terms and conditions of the sale of each bond issue.
- (B) Advise the City on the timing of each bond sale.
- (C) Prepare the City's official statements with respect to each bond issue and coordinate review of each official statement with the City, bond counsel, and rating agencies, as appropriate.
- (D) Advise the City regarding disclosure requirements applicable to the City's bond issues and assist the City in meeting such requirements.
- (E) Disseminate information regarding each public bond sale to potential investors to develop regional public and institutional interest.
- (F) Determine the most appropriate formats for bidding on City bond issues (e.g., electronic bidding and other formats versus standard formats).
- (G) Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(b)(ii) and attend Common Council, committee and staff meetings as requested by the City.

(iii) **Bond Sale.** The City acknowledges that competitive bond sales and negotiated bond sales each offer unique benefits given certain circumstances including size, terms of the issue and timing. In this regard, Stifel shall assist the City in determining which method is appropriate for each bond issue to be sold by the City during the term of the Agreement and assist the City with the actual sale of the bonds.

- (A) For competitive sales, Stifel shall:

1. Assist the City in conducting the sale, taking bids and tabulating results.
2. Analyze sale results and recommend the award of the sale.
3. Advise the City as to fiscal agency services
4. Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(b)(iii)(A) and attend Common Council, committee and staff meetings as requested by the City.

(B) For negotiated sales, Stifel shall:

1. Assist the City in evaluating and selecting an underwriter.
2. Participate in the negotiation of the structure and terms of sale of the issue.
3. Participate, as requested by the City, in any marketing activities.
4. Prepare a market analysis and assist the City in the negotiation of the pricing of the issue.
5. Evaluate the flow of orders and determine final pricing and terms of the sale.
6. Make recommendations to the City regarding the result of the pricing and final issue structure and execution of the bond purchase agreement.
7. Advise as to fiscal agency services.
8. Be available for periodic conferences, as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(b)(iii)(B) and attend Common Council, committee and staff meetings as requested by the City.

(C) Stifel is to act only as financial advisor to the City. Accordingly, during the term of this Agreement, neither Stifel nor any subsidiary, affiliate, or related party may bid on a bond issue of the City's sold by competitive sale or offer to purchase a bond issue of the City to be sold by negotiated sale, or be a member of any underwriting group or selling group that bids on or purchase a bond issue of the City.

(iv) Bond closing. Stifel shall assist the City in directing, coordinating and supervising the closing of all bond transactions during the term of the Agreement. Such services shall include, but not be limited to:

- (A) Coordinate the compilation of all usual and customary transcript documents.
- (B) Verify all bond pricing and oversee bond registration procedures.
- (C) Solicit bids for the investment of bond proceeds, as requested by the City.
- (D) Pay all transaction related costs incurred by the City with regard to each bond issue and bill the City upon completion, except payments to rating agencies and bond counsel. However, for refunding issues, these two types of payments would be included in the billings. Payment by the City to Stifel shall be made in the same manner as described in Paragraph 3(c).

(v) **Work Product.** Stifel shall provide the City with the following work products for each debt offering during the term of the Agreement, unless the City directs otherwise. In fulfilling its obligations under this Paragraph (1)(b)(v), Stifel may arrange for one or more of these products to be prepared and supplied to the City by another party involved in the particular bond transaction.

- (A) Presale analysis
- (B) Official statement
- (C) Day-of-sale products
- (D) Post-sale analysis
- (E) Other studies including: analysis of funding alternatives, cash flow projections; materials necessary for financial planning; and establishing the purpose of the bond sale.

(c) **Investment Program; Arbitrage Rebate Management; Continuing Disclosure.** Stifel shall assist the City in the development of programs, policies and procedures regarding investment program activities, arbitrage rebate management, and continuing disclosure requirements. These services shall include, but are not limited to:

- (i) Advise and assist with the City's investment policies.
- (ii) Perform cash flow projections based on construction draw schedules and fund activity.
- (iii) Advise and assist the City in the solicitation of investment providers (including the preparation of requests for bids) for the investment of available City funds as permitted by Wisconsin Statutes.
- (iv) Review the City's outstanding bond issues and any issues sold during the term of the Agreement to ensure compliance with the arbitrage rebate requirements.
- (v) Make calculations, as necessary, to determine the City's rebate liability, if any, with regard to its outstanding bond issues and any issues

sold during the term of the Agreement, and assist the City in the payment of any rebate amounts owed as required by law.

(vi) Advise and assist the City in the compilation and preparation of an annual report that meets the continuing disclosure requirements of the Securities and Exchange Commission.

(vii) Advise and assist the City with regard to the filing of any material events notices as may be required under the continuing disclosure requirements.

(viii) Advise and assist the City in the compilation, preparation and provision of annual reports and any other required data to nationally recognized municipal securities information repositories and any state information repositories.

(d) Economic Development/Tax Increment Financing/Housing Finance.

Stifel shall assist the City in achieving its economic development and housing objectives. These services shall include, but are not limited to:

(i) Assist the City in any economic development and housing project financings during the term of the Agreement. These services shall include, but are not limited to:

- (A) Analyze any property developer's project pro forma representations and evaluate the need for public participation.
- (B) Identify both private and public financing options for the particular project.
- (C) Identify and analyze possible risks with regard to public sector participation in the proposed project.
- (D) Determine reasonable rates of return for the private and public participants.
- (E) Assist the City in finalizing the financial plan for the particular project.
- (F) Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(d)(i) and attend Common Council, committee and staff meetings as requested by the City.

(ii) Assist the City in the implementation and management of new and existing tax increment district(s). These services shall include, but are not limited to:

- (A) Assist the City to develop policies for the use of tax increment financing.
- (B) Assist the City to develop management controls for the monitoring of tax increment districts.

- (C) Advise and assist the City in analyzing the financial considerations relevant to the determination of the appropriate type of any new tax increment district(s).
- (D) Assist the City in preparing the necessary documents for the establishment of any new tax increment district(s).
- (E) Assist the City in meeting the statutory requirements for the establishment of any new tax increment district(s).
- (F) Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(d)(ii) and attend Common Council, committee and staff meetings, joint review board meetings and public hearings as requested by the City.

(iii) Assist the City to negotiate agreements regarding new development projects in the City. These services shall include, but are not limited to:

- (A) Assist the City in evaluating and negotiating financial, security, timing and default provisions.
- (B) Assist the City to integrate the development agreement into any overall project plan and related documents.
- (C) Participate in periodic conferences as requested by the City regarding the discussion of any of the items listed in this Paragraph 1(d)(iii) and attend Common Council, committee and staff meetings as requested by the City.

(e) Miscellaneous.

(i) In addition to attending Common Council, committee and staff meetings at the request of the City, as provided in subparagraphs (a), (b), (c), and (d) above, the individuals to perform the services hereunder listed in Paragraph 2 shall be available to attend up to two (2) public meetings annually, at which time the financial requirements of the City may be discussed. Each meeting will be in the evening and will last approximately three (3) hours.

(ii) Stifel shall provide the City routine consultation regarding financial matters.

(iii) All working papers, information, data, reports, and records created by Stifel during the term of this Agreement shall be retained, at Stifel's expense, for a minimum of three (3) years following the expiration or earlier termination of this Agreement, unless Stifel is notified otherwise in writing by the City of the need to extend the retention period. Stifel shall make all working papers available to the City upon request.

(iv) Stifel shall respond to the reasonable inquiries of any successor advisors and allow such successor advisors to review working papers relating to matters of continuing significance.

2. Individuals to Perform Services.

(a) Stifel shall assign the following individuals to fulfill its obligations described in this Agreement:

David W. Noack, Senior Vice President
Paul A. Patrie, First Vice President

(b) Should either or both of the persons listed in (a) become unavailable, Stifel shall substitute new qualified personnel who are accepted, in writing, by the City. The City shall have sole discretion to approve or disapprove new personnel. Failure of the parties to agree on substitute personnel shall result in termination of this agreement pursuant to Paragraph 7.

(c) Stifel shall not subcontract any part of this Agreement without the prior written consent of the City, which consent may be withheld for any, or no, reason.

3. Compensation and Terms of Payment.

(a) For the services provided by Stifel pursuant to this Agreement and with regard to each general obligation and revenue obligation issue, whether publicly sold or negotiated, by the City during the term of the Agreement, the City shall pay Stifel a fee of Eight Thousand Dollars (\$8,000.00). The City acknowledges that it may incur expenses in authorizing, issuing and delivering an issue in addition to the fees to be paid to Stifel pursuant to this Paragraph 3.

(b) The City shall also pay Stifel a fee of One Thousand Dollars (\$1,000.00) for the printing and distribution of any official statement prepared by Stifel for any bond issue sold by the City during the term of the Agreement.

(c) All payments from the City to Stifel pursuant to this Paragraph 3 shall be made upon completion of the services described herein with regard to a particular issue and within thirty (30) days after the receipt of an itemized invoice. All payments from the City are deemed to include all applicable taxes, duties and charges.

(d) Stifel acknowledges that the fees provided for in subparagraphs (a) and (b) above are the only compensation Stifel is to receive with respect to the services provided pursuant to Paragraph 1 of this Agreement, whether or not those services are performed in connection with the issuance of obligations by the City.

4. Information to Be Furnished to the Financial Advisor. The City shall furnish all information, data, reports, and records in the City's custody and possession necessary for Stifel to perform its obligations under this Agreement to Stifel without charge. The City shall use its best efforts to provide any such information, data, reports, and records as reasonably requested by Stifel. No information, data, reports, and records given to or prepared by Stifel under this Agreement shall be made available by Stifel to any individual or organization without the prior approval of the City or unless ordered by a court of competent jurisdiction.

5. Ownership of Records. All working papers, information, data, reports, and records created by Stifel during the term of this Agreement shall be the sole and exclusive property of the City upon the expiration or earlier termination of this Agreement. Stifel shall deliver, at its own expense, all working papers, information, data, reports, and records in its possession pertaining to the Agreement upon request by the City.

6. Term. This Agreement shall commence as of the date first referenced above and shall continue in effect through December 31, 2005, unless terminated earlier as provided herein. Prior to September 30, 2004, the City and Stifel shall meet to discuss performance to date; continuation of this agreement for 2005 will be dependent solely on the City's satisfactory evaluation of Stifel's performance. This agreement may be extended for successive annual periods by further mutual written agreement under these same terms and conditions, or under such terms and conditions as may be mutually agreeable to both parties.

7. Termination.

(a) In the event that Stifel fails to perform or observe any material term of this Agreement, the City shall have the right to terminate this Agreement by providing Stifel with written notice of such termination. Such notice shall specify the effective date of the termination and shall be sent to Stifel at least seven (7) calendar days before the termination date. In the event the City terminates this Agreement prior to its expiration, Stifel shall be entitled to and the City agrees to pay just and equitable compensation as set forth in Paragraph 3.

(b) This Agreement may also be terminated by either party for any reason by giving written notice to the non-terminating party no later than October 1 of any year for services to be performed during the following calendar year.

8. Indemnification.

(a) Stifel agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all Claims relating to or arising out of (i) any breach or alleged breach by Stifel of its obligations, covenants, representations, warranties, or agreements under this Agreement; and (ii) the errors, omissions, negligence or misconduct of Stifel or any party to whom Stifel has delegated any of its responsibilities or assigned any of its rights under this Agreement. This indemnification shall not apply in those situations whereby Stifel relies upon information submitted by City which is deemed necessary in the fulfillment of the provisions of this Agreement.

(b) Stifel shall defend, at its own expense, any Claim instituted by others against the City for which it has an indemnification obligation resulting from such Claim; provided, however, that the City shall notify Stifel of any Claim to which the indemnification set forth in this Paragraph applies and shall tender to Stifel the defense of such Claim. If Stifel promptly assumes the defense of such Claim and continues to defend such Claim actively and in good faith, then the City may not settle or compromise such Claim without the prior written approval of Stifel. If Stifel does not so assume the defense of a Claim covered by this Paragraph or does not defend such Claim actively and in good faith or both, then the City may settle or compromise such Claim on such terms as the City may deem appropriate, and Stifel shall

reimburse the City for the cost of such settlement, in addition to Stifel's other obligations under this Agreement.

(c) As used herein, "Claim" shall mean (i) all liabilities and obligations; (ii) all losses, deficiencies, damages (including, without limitation, consequential damages), judgments, awards, penalties and settlements; (iii) all demands, claims, suits, actions, causes of action, proceedings and assessments, whether or not ultimately determined to be valid; and (iv) all costs and expenses (including, without limitation, interest (including prejudgment interest in any litigated or arbitrated matter), court costs and fees and expenses of attorneys and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement.

(d) Stifel's representations, warranties, and indemnification obligations under this Agreement shall survive the expiration or earlier termination of this Agreement.

9. Insurance.

(a) Stifel shall, at its own expense, and from carriers acceptable to the City, secure and maintain in full force and effect during the term of this Agreement at least the following insurance coverage (which policies shall have a form and content acceptable to the City Attorney):

(i) An employer's liability insurance policy in an amount not less than One Million Dollars (\$1,000,000).

(ii) Worker's compensation insurance as required by law.

(iii) A commercial general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

(iv) An automobile liability insurance policy with limits of no less than One Million Dollars (\$1,000,000) per accident. ✓

(v) An errors and omissions insurance policy with an aggregate limit of not less than One Million Dollars (\$1,000,000). ✓

(b) Stifel shall provide the City with certificates evidencing such insurance and naming the City as an additional insured. The certificates shall provide that the insurance shall not be canceled or modified except upon at least thirty (30) days' prior written notice to the City. Further, the insurance must be primary coverage without the right of contribution from any parent corporation insurance. Insurance maintained by the City is for its exclusive benefit and shall not inure to the benefit of Stifel. These certificates shall be provided within ten (10) days of execution of this Agreement. Notwithstanding the City's payment obligations described herein, in the event Stifel fails to provide the City with the certificates of insurance as set forth herein, the City may withhold payment until receipt.

10. Conflicts of Interest. No elected official or employee of the City who exercises any responsibilities in the review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

11. Assignability. Stifel shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City, which may be withheld for any, or no, reason.

12. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wisconsin. Any action or procedure involving this Agreement shall commenced and maintained in Milwaukee County, State of Wisconsin.

13. Miscellaneous.

(a) This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon any of the parties hereto. If any provision of this Agreement is held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall, nevertheless, remain in full force and effect.

(b) No modification, amendment, waiver or release of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is asserted.

(c) This Agreement shall be binding upon the parties hereto and upon the successors and permitted assigns of such parties.

(d) The captions, headings and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the intent of such paragraphs of this Agreement or in any way affect this Agreement.

(e) Each of the parties hereto is an independent contractor and no party is empowered to bind another with respect to any contracts, arrangements, or understandings with any third party. No party hereto shall make any representations to any third parties that are inconsistent with this Paragraph.

(f) The failure of any party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall have been deemed to be made unless expressed in writing by such party.

(g) Each individual executing this Agreement on behalf of the City and Stifel represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the City and Stifel and that this Agreement is binding upon said parties in accordance with its terms without the joinder or approval of any other person or governmental entity.

14. Construction. The City and Stifel acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

IN WITNESS WHEREOF, the parties have signed this contract as of the date first above-referenced.

CITY OF WEST ALLIS, WISCONSIN



Jeannette Bell,
Mayor

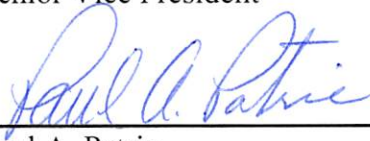


Paul M. Ziehler,
City Administrative Officer,
Clerk/Treasurer

STIFEL, NICOLAUS & COMPANY,
INCORPORATED



David W. Noack,
Senior Vice President



Paul A. Patrie,
First Vice President

Approved as to form:



Quarles & Brady LLP on behalf of the
City of West Allis

ADM\MISC\Financial Services Agreement.Stifel.0104