



June 21, 2022

Amy Miller
City Clerk/Finance Director
City of Oskaloosa, Iowa
220 S. Market Street
Oskaloosa, Iowa 52577

Dear Amy,

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to the City of Oskaloosa, Iowa (the “Client”) in connection with the issuance of approximately \$71,000,000 Sewer Revenue SRF Loan to be issued via the State of Iowa’s revolving fund loan program. PFM will provide, upon request of Client, financial planning and debt issuance development services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has **not** designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption.”). Client agrees not to represent that PFM is Client’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM’s prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s disclosure statement delivered to Client together with this agreement.

PFM’s services will commence as soon as practicable after the receipt of this Engagement Letter by Client and a request by Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM’s professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall remain in effect until all related activities associated with this transaction are complete unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of Client; provided that upon notice



to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records (“Data”) in the possession of Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should Client make such a request, PFM will promptly suggest a substitute for approval by Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client’s election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.



Please have an authorized official of Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Jon Burmeister
Managing Director

Susanne Gerlach
Director



EXHIBIT A **SCOPE OF SERVICES**

Financial planning and debt issue development services related to the issuance of approximately \$71,000,000 Sewer Revenue SRF Loan to be issued via the State of Iowa's revolving fund loan program.

- Develop a financing plan in concert with staff which would include recommendations as to the timing and number of series of bonds to be issued and provide advice as to the various financing alternatives available to Client.
- Develop alternatives related to debt transactions including evaluation of revenues available, maturity schedule and cash flow requirements.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
- Review the terms, conditions and structure of any proposed debt offering undertaken by Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- PFM will review and analyze three years of audited financial statements to develop an understanding of the historical financial performance, credit strengths and weakness and financial trends.
- Based on our review of the historical performance, PFM will develop a specialized financial and capital planning model to articulate the historical, current and projected financial performance.
- PFM will work with staff to develop assumptions, which will be used to project financial performance into the future.
- PFM will review the current debt and its structure, if applicable. This would include, but not limited to, reviewing the existing revenue debt for the possibility of refunding to produce debt service savings. In addition, PFM will review existing bond and note resolutions as to existing covenants regarding minimum net operating revenue requirements, debt service reserve funds and additional bond tests.
- PFM will complete a parity certificate if required by the authorizing resolutions of outstanding parity debt.
- PFM will review the magnitude and timing of capital projects identified in capital improvement plans. Financing strategies will be developed to fund the capital improvement plans. Strategies may include modifying the timing of the capital projects, use of pay-as-you-go, bond financing or the use of cash reserves.
- Through the use of our financial and capital planning model and assistance from staff, we will formulate a financing plan to fund the capital projects and the costs associated with them.

Review the requirements and submit analysis to Iowa Finance Authority as they pertain to Client's obligation, if necessary.

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EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees

For financial planning and debt issue development services related to the issuance of approximately \$71,000,000 Sewer Revenue SRF Loan. PFM will be paid a one-time fee not to exceed \$65,000, payable upon closing.

2. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage, internet posting and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



EXHIBIT C
INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$40 million and \$25 million single loss/ \$50 million aggregate, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$250 comprehensive & \$250 collision
Cyber Liability \$25,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

2. Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Insurance Company; (A+; XV)
	Argonaut Insurance Company; (A+; XIV)
	Everest National Insurance Company; (A+; XV)
	XL Specialty Insurance Company; (A+; XV)
	Continental Casualty Company; (A; XV)
	Starr Indemnity & Liability Company; (A; XV)
	Federal Insurance Company; (A++; XV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
	Great American Insurance Company; (A+; XV)
	U.S. Fire Insurance Company; (A; XV)
Cyber Liability	Greenwich Insurance Company (A+; XV)
	Arch Insurance Company; (A+; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Great Northern Insurance Company; (A++; XV)
Excess/Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Vigilant Insurance Company; (A++; XV)