

FINANCIAL ADVISORY SERVICES AGREEMENT FOR THE CITY OF CEDAR HILLS

THIS AGREEMENT for Financial Advisory Services (the "Agreement") is made as of September 3, 2014, by and between the City of Cedar Hills (the "City"), and Lewis Young Robertson & Burningham, Inc., a Utah corporation having its corporate offices at the address of 41 North Rio Grande Street, Suite 101, Salt Lake City, Utah 84101 (the "Financial Advisor").

Financial Advisor:	Lewis Young Robertson & Burningham, Inc.	Phone Number:	(801) 596-0700
Address:	41 North Rio Grande, Suite 101	Fax Number:	(801) 596-2800
	Salt Lake City, Utah 84101	Contact Person:	Marc Edminster
Short Title:	CEDAR HILLS FINANCIAL ADVISOR AGREEMENT		

WHEREAS, the City anticipates the need for work and advice relating to the refinancing of the City of Cedar Hills, Utah Utility Revenue Refunding Bonds, Series 2006, (the "Refunded Bonds"); and

WHEREAS, the Financial Advisor is an experienced and fully qualified firm that provides financial advisory and consulting services to and for local governmental entities; and

WHEREAS, the City wishes to engage the Financial Advisor for the purposes set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the City and the Financial Advisor agree as follows:

Section 1. *Scope of Services – General*

During the term of this Agreement, the Financial Advisor will provide financial consulting services to the City, which may include, upon request, the following services:

- (a) advice and assistance regarding current methods available for refinancing the Refunded Bond
- (b) analysis of cost savings or other benefits resulting from refinancing of the Refunded Bond
- (c) advice and assistance regarding fiscal matters that are preliminary to refinancing the Refunded Bond
- (d) advice and assistance, regarding the potential availability of private, state and federal funding for the project being financed with assistance in applying for such funding in order to assist in refinancing the Refunded Bond
- (e) advice and assistance on the structuring, issuance and method of sale of bonds, notes, contracts or other forms of indebtedness being considered by the City;
- (f) researching and providing information about bond market conditions, interest rates, tax levies, revenues available or other bond market or financial information requested by the City; and
- (g) Advice and assistance pertaining to the private placement of bonds, notes, contracts or other forms of indebtedness relating to debt obligations of the City, including acting as information agent for the City in communications with prospective purchasers of the City's debt instruments.

Section 2. Scope of Services – Particular

During the term of this Agreement, the Financial Advisor will provide certain particular services to facilitate the issuance, placement or sale of the bonds, notes, contracts or other forms of indebtedness related to refinancing the City's Refunded Bonds including the following:

- (a) advice and assistance regarding the size, structure and other specifications of the particular issue;
- (b) researching and providing information concerning current market conditions relevant to the particular type of debt obligation to be incurred;
- (c) assistance in the formulation of a coordinated plan and schedule for the authorization, issuance, placement or sale of the bonds, notes, contracts, or other forms of indebtedness related to the debt obligation;
- (d) preparation of a detailed quantitative analysis of the debt service payments, as necessary;
- (e) advice and assistance in the compilation of relevant and necessary information to be included in the offering document relating to the debt obligation, as necessary;
- (f) advice and assistance in retaining other professionals, as necessary, to prepare proceedings and otherwise provide services required for the issuance of the bonds, notes, contracts or other forms of indebtedness related to the debt obligation, including bond counsel, disclosure counsel, trustee, paying agent, financial printing, feasibility consultant, CPA verification, and title services as applicable, and working with them as appropriate to complete the transaction;
- (g) attendance at and participation in "due diligence" meetings with City officials and others and advice and assistance in the compilation of financial and demographic information related to the particular debt obligation, as necessary;
- (h) mailing or other distribution of the offering information prepared in connection with the issuance, placement or sale of the bonds, notes, contracts or other forms of indebtedness related to the debt obligation, in accordance with instructions provided by the City, as necessary;
- (i) advice and assistance regarding the method of placement or sale of the bonds, notes, contracts or other forms of indebtedness related to the debt obligation, and advice and assistance in identifying potential purchasers, as necessary;
- (j) attendance at all meetings, as necessary or as requested by the City, and attendance and participation at the closing of the particular debt obligation;
- (k) advice and assistance to City officials regarding presentations to be made for the purpose of obtaining credit ratings, bond insurance, or other credit enhancement services for the debt obligation, and advice and assistance in compiling the required information and financial data for the presentations and, upon request, accompanying City representatives to participate in making the presentations, as necessary;
- (l) advice and assistance with the preparation of applications for possible state and federal grant/low-interest loan programs including meetings with State/Federal staff and presentation to the various loan committees; and
- (m) advice and assistance regarding appropriate investments for bond proceeds.

Section 3. Obligation of the City

The City agrees that, in connection with any incurring of debt under the provisions of this Agreement, it will take the following actions, among other actions as may be appropriate and necessary, to accomplish the authorization, issuance and sale of the bonds, notes, contracts or other forms of indebtedness related to a particular debt obligation:

- (a) cooperate with the Financial Advisor in all respects and provide the Financial Advisor with all pertinent and legally available information and data the City may have in its possession or under its control which is reasonably required by the Financial Advisor;

(b) pass all required resolutions and take all other reasonable legislative or administrative actions as shall be necessary, in the discretion of the City's governing body, upon advice of counsel and the Financial Advisor, to authorize, issue and sell any bonds, notes, contracts, or other forms of indebtedness relating to a particular debt obligation and to assure compliance with all constitutional provisions, laws, ordinances and rules and regulations pertaining thereto;

(c) authorize the preparation and distribution of offering information to prospective purchasers of the bonds, notes, contracts, or other forms of indebtedness relating to a particular debt obligation;

(d) review and approve all offering information prior to its distribution;

(e) if a credit rating or bond insurance will be applied for with respect to a particular debt obligation, the City will contract directly with the rating agency for the rating, or the bond insurer for the insurance, and will make available to the rating agency or bond insurer all pertinent and legally available information and financial data reasonably requested;

(f) compensate the Financial Advisor for all services rendered under this Agreement and any amendments hereof in accordance with Paragraph 4 below; and

(g) select and retain bond counsel and other professionals as needed for each debt obligation to be incurred, and pay the agreed fees and expenses incurred pursuant to refinancing the North Ogden City, Weber County, Utah Sales Tax Revenue Bonds, Series 2004.

Section 4. *Payment of Compensation, Costs and Expenses*

(a) The City shall compensate the Financial Advisor for services rendered under this Agreement as follows:

(i) As specified in Appendix 1.

(ii) Certain expenses that may be incurred by the Financial Advisor, or other third parties, on behalf of the City for services relating to a particular debt obligation, such as for mailing or shipping costs of offering information, printing of official statements, extra-ordinary computer services and advertising, closing expenses and other out-of-pocket expenses shall be paid by the City. The payment of any other costs and expenses shall be negotiated by and between the City and the Financial Advisor as the requirements of the particular transaction or engagement are specified.

(iii) The Financial Advisor shall pay normal copying and all costs associated with in-state travel, normal phone expenses, and similar charges.

Section 5. *Payment Methods*

(a) Unless otherwise agreed to by the City and the Financial Advisor, the Financial Advisor's fees and costs shall be paid upon the sale and delivery of any bonds, notes, contracts or other forms of indebtedness relating to a particular debt obligation.

(b) Compensation for services rendered by the Financial Advisor hereunder may be paid by the City in periodic payments upon prior agreement and arrangement therefore between the Financial Advisor and the City.

Section 6. *Financial Advisor an Independent Contractor*

For purposes of this Agreement and with respect to all services to be performed hereunder, the Financial Advisor, its officers, employees and agents shall not be considered to be officers, employees, agents or servants of

the City. The Financial Advisor is and shall be considered at all times and in all respects to be an independent contractor, and as such, its personnel will not be supervised by City officers or personnel, and the City will not furnish facilities or equipment to the Financial Advisor for its use in the performance hereof.

Section 7. Conflicts of Interest

The Financial Advisor represents that if, with respect to any transaction relating to refinancing the Refunded Bond, a situation occurs whereby any interest of the City is, or may be, in conflict with any interest of another client of the Financial Advisor, the Financial Advisor shall promptly disclose the conflict to the City. In the event of a conflict of interest, the continued representation of the City by the Financial Advisor, with respect to the transaction involved, shall be at the sole discretion of the City.

Section 8. Additional Services

If authorized in advance by the City, and in compliance with the terms of this Agreement, the Financial Advisor may furnish services in addition to the basic services described herein. Compensation for those additional services shall be as mutually agreed to, in writing, by the parties. These services may include, but are not limited to: impact fee and capital facility planning, economic impact analysis, user rate modeling and feasibility studies, creation of CDA, EDA and or URA project areas, tax increment analysis and investment advisory services.

Section 9. No Obligation to Purchase by the Financial Advisor

The City acknowledges that neither the Financial Advisor nor its principals shall be obligated, in any way, to purchase or otherwise acquire, any part of a distribution, issuance or sale of any bonds, notes, contracts, or other forms of indebtedness relating to any debt obligation of the City incurred during the term of this Agreement.

Section 10. Amendments

The parties hereto may request changes in the scope of services or other provisions of this Agreement at any time, but no change shall be effective until it has been mutually agreed to by the parties or is required to be made pursuant to or because of changes in federal, state or local laws relating to state and local government debt financing. All changes must be in writing and authorized by both parties by a duly executed amendment to this Agreement.

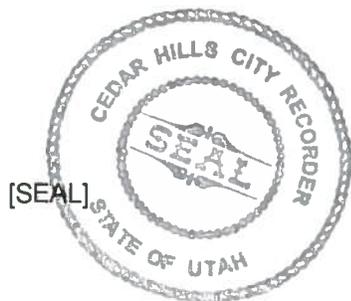
Section 11. Term and Termination

This Agreement shall continue until the refinancing the City's Refunded Bonds is complete. Either party may terminate this Agreement at any time and for any reason. Any such termination shall be accomplished by the party desiring to terminate the Agreement giving the other party prior written notice thereof at least thirty (30) calendar days in advance of the desired termination date. Neither party shall have any liability to the other for damages or other losses arising because of a termination of this Agreement unless that termination is wrongful and not accomplished in good faith; provided, however, that if a termination should occur, the City agrees to pay the Financial Advisor all amounts due and owing for work actually performed that falls within the scope of services provided for in this Agreement, through and including the termination date, and the Financial Advisor shall deliver to the City all data, reports, information and other work product of the Financial Advisor relating to any debt obligation of the City that would be due or otherwise completed as of the termination date.

Section 12. Miscellaneous

- (a) *Governing Law.* This Agreement shall be governed in all respects by the laws of the State of Utah.
- (b) *Assignment.* This Agreement may not be assigned by either party without the written consent of both the City and the Financial Advisor.
- (c) *Entire Agreement.* This Agreement constitutes the full and entire understanding and agreement of the parties with regard to the subjects discussed herein.
- (d) *Notices.* All notices and other communications required or permitted under this Agreement shall be in writing and may be sent by personal delivery, telecopy, overnight delivery service or U.S. Mail, and if by mail, it shall be mailed first-class, certified or registered, postage prepaid. All such notices and communications shall be addressed to the Financial Advisor at the address set forth at the beginning of this Agreement or at such other address as the Financial Advisor shall have furnished to the City in writing.
- (e) *Severability.* If any provisions of this Agreement shall be determined, by a court of competent jurisdiction, to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (f) *Titles and Subtitles.* The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- (g) *Further Assurances.* Each party to this Agreement shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their respective officers thereunto duly authorized this 3rd day of September, 2014.



The City of Cedar Hills

By: Walt H. [Signature]
Title: City Manager

Attested:
Colleen A. Mulvey [Signature]

Lewis Young Robertson & Burningham, Inc.

By: Mark R. [Signature]
Title: Vic President

Attested:
Ann Krueger [Signature]

APPENDIX 1

Pursuant to Section 4(a)(i) of the Financial Advisory Services Agreement between Lewis Young Robertson & Burningham, Inc. and the City dated as of September 3, 2014, Lewis Young Robertson & Burningham, Inc. hereby agrees to act as Financial Advisor to the City of Cedar Hills in the refunding/restructuring of the City's Utility Revenue Refunding Bonds, Series 2006 for a fee detailed below:

Base Fee: \$3.00 per \$1,000 of par amount of bonds issued.

Cost-of Issuance: To be limited to actual out-of-pocket expenses (air fare, transportation in the destination city and hotel) for out-of-state travel in connection with the issuance of the Bonds

This Appendix, together with the fee proposal contained therein, constitutes to entirety of the Agreement between the City and the Financial Advisor as those terms are defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused the Appendix to be executed by their respective officers thereunto duly authorized this 3rd day of September, 2014.



[SEAL]

The City of Cedar Hills

By: Walter H. Bunker
Title: City Manager

Attested:

Colleen A. Mueley

Lewis Young Robertson & Burningham, Inc.

By: Mark R. Edger
Title: Vice President

Attested:

Ann Krueger