

# **MUNICIPAL ADVISOR AGREEMENT**

**City of Harrisburg, South Dakota**

**and**

**Dougherty & Company LLC**

This Agreement made and entered into by and between the City of Harrisburg, South Dakota (hereinafter "City") and Dougherty & Company LLC, Pierre, and Sioux Falls, South Dakota and Minneapolis, Minnesota (hereinafter "Dougherty").

## **WITNESSETH**

WHEREAS, the District desires to use the placement services of Dougherty relating to the implementation of Tax Increment District #8 through Lincoln County.

WHEREAS, Dougherty desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

### **SERVICES TO BE PROVIDED BY DOUGHERTY**

Serve as the City's Municipal Advisor for the creation of Tax Increment District #8. Dougherty shall provide all services necessary to analyze, structure, and close the Issue. Examples of the services to be provided shall include, but not be limited to the following:

- Work with the City to fully develop a financing plan that best achieves the present and future City goals
- Work with Developers in representing the City's best interest
- Assist with developing terms and conditions of the TIF
- Advise and implement the TIF through Lincoln County
- Assist with developing the Site Development Agreement with Developers
- Coordinate the preparation of legal documentation and disclosure materials by the City's bond counsel and County's States Attorney
- Attend meetings when necessary
- Coordinate and advise regarding all other financing activities in order to ensure an efficient and timely closing of the Issue
- Work with the State of South Dakota to create base value

**COMPENSATION AND COSTS**

For the proposed construction and implementation of Tax Increment District #8, for \$5,500,000 Issue, Dougherty's fee will be \$27,500. The fee due to Dougherty shall be payable by the City upon the final creation of the Tax Increment District.

- Dougherty agrees to pay the following expenses from its fee:
  - \* All of Dougherty's out of pocket expenses such as travel, long distance phone, and copy costs.
- The City agrees to pay all other expenses related to the processing of the transaction including, but not limited to, the following:
  - \* Publication of legal notices, if any.
  - \* Local attorney fees, if any.
  - \* City staff expenses.
  - \* Engineering

**TERM OF THIS AGREEMENT**

This Agreement may be terminated by thirty (30) days written notice by either the City or Dougherty and it shall terminate sixty (60) days following the creation of Tax Increment District #8

Dated this \_\_\_\_ day of May 2016

**Dougherty & Company LLC**

By: \_\_\_\_\_  
Tobin J Morris, Sr. Vice President

**City of Harrisburg, South Dakota**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Its Finance Officer