



PLACEMENT AGENT AGREEMENT

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

WITNESSETH

WHEREAS, the City desires to use the placement services of Colliers relating to the issuance of the Waste Water Revenue Refunding Bonds, Series 2022A (hereinafter "Bonds") refunding Waste Water Revenue Bonds, Series 2018 & 2020 Joint Powers Agreement

WHEREAS, Colliers 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 COLLIERS

Serve as the City's placement agent for the issuance of the Bonds. Colliers shall provide all services necessary to analyze, structure, and close the Bonds. Examples of the services to be provided shall include, but not be limited to the following:

- Assist in determining the amount of financing required;
- Study available financing options for Issuer's projects;
- Coordinate financing activities with Issuer, its engineers, accountants, attorneys and other specialists engaged by Issuer;
- Attend meetings and public hearings to properly explain the financing and assist in the preparation of public information materials, relative to the financing;
- Research and recommend various covenants, maturity schedules and other details to be included in the proceedings authorizing the obligations supporting the Issue;
- Assist in the closing process of the financial transactions and delivery of the proceeds;
- Coordinate with bank for placement of debt;

- Prepare financial analysis on debt service coverage;
- Coordinate the preparation of legal documentation and disclosure materials by the City's bond counsel and other involved counsel.

Colliers will **not** serve as an Underwriter or Financial Advisor on the Bonds.

ISSUER WILL:

1. **Cooperation.** Cooperate with Colliers Securities and the financing team in providing all information necessary to prepare the required Disclosure Document(s) and to prepare said Document(s) in such a way as to assure interested parties of their accuracy and completeness;
2. **Disclosures.** Provide Colliers Securities with details of projects under consideration that may affect the issuance of Issuer's obligations;
3. **Contingent Payment of Fee.** If, for reasons beyond Issuer's control, the Issue is not successfully sold, no Placement Agent fee will be charged provided that any out of pocket expenses incurred on Issuer's behalf shall be reimbursed to Placement Agent.

COMPENSATION AND COSTS

For the proposed issuance by the City in 2022 of its approximate \$3,000,000 Waste Water Revenue Refunding Bonds, Series 2022A, Colliers' fee will be \$12,000. The fee due to Colliers shall be payable by the City upon the closing of the Bonds from the proceeds of the Bonds or other City funds for the above services and time and knowledge of the bond issuing process.

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

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or Colliers and it shall terminate sixty (60) days following the closing date related to the issuance of the Bonds.

Dated this ____ day of _____, 2022.

Colliers Securities LLC

By: _____

Tobin J Morris, Senior Vice President

City of Harrisburg, South Dakota

Attest: _____

Mary McClung, Finance Officer