

## FINANCIAL PLANNING CONSULTING SERVICES

I plan to work with Jamie Rachlin, of Meristem Advisors, to prepare a comprehensive report about the Library's financial management. The report will provide information to support the Library's financial position so that stakeholders have a clear picture about the Library's resources. The report will be supported by the Capital Reserve Study (CRS) that was performed in November. Engberg Anderson will deliver the final version of the CRS in December and the Board will receive a copy for review at the January Board Meeting.

## MERISTEM ADVISORS' SERVICES FOR LIBRARIES

**MERISTEM ADVISORS UNDERSTANDS** that Library Directors are charged with financial accountability, often without significant support, and we understand the stress that comes with unfamiliar ground. Financial management is broad and complex, encompassing a wide range of topics, from basic budget and planning, to tax levies, capital planning and new building plans. Meristem Advisors is here to provide support and assist with planning. We seek to clarify complex concepts and distill them into manageable tasks that can be confidently executed so that both staff and the Board feel they are being proactive and responsible. We can be of service with any of your finance challenges, including:

### **Capital Needs Borrowing.**

For Libraries facing a significant capital need that requires borrowing, Meristem Advisors will provide comprehensive transaction assistance. We will help structure and execute a financing plan, structure debt repayment schedules, organize and manage the transaction team, obtain ratings for the bonds, and execute a bond issuance strategy that is best suited for the District.

### **Capital Needs Planning.**

Because an unexpected capital need can suddenly throw an entire budget out of whack, Meristem Advisors can help the Library prepare financially for its future capital needs so that it has money when it is needed.

### **Referendum Support.**

Often, capital or operating needs can only be met through a referendum. Meristem Advisors will help

the Library evaluate its referendum requirements and options, and guide the Library in getting to the ballot. While we do not conduct focus groups or advocacy, we do serve as a clear voice during the referendum, explaining the financing plan and costs at community gatherings.

### **Budgeting.**

Managing cash flow and projecting financial results can be daunting. We'll help work through and model changes to the budget, so their long term impacts can be predicted.

### **Levying.**

Figuring the tax levy in Illinois can be very difficult, and is often further complicated by tax caps. Meristem Advisors can assist Libraries with calculating their levy potential and levy allocations, so that tax dollars are not unintentionally left behind.

### **Budget and Debt Policies.**

Rating agencies now routinely expect issuers to have formal fund balance and debt policies. Meristem Advisors can help craft budget and debt policies that reflect the Library's goals and satisfy rating agency requirements.


### **Continuing Disclosure.**

Most municipal borrowers agree to post financial information annually for the benefit of investors. Meristem Advisors can assist Libraries with their annual filings.

**Throughout, we will ensure that key staff understand our work, and communicate it to the Board so that they remain advocates.**

### **Representative Clients**





**For more information or inquiries please contact:**

**James Rachlin**  
**JNRachlin@MeristemAdvisors.com**  
**www.MeristemAdvisors.com**  
**773.677.3653**

**Meristem Advisors** LLC

*The municipalities, agencies, and other entities identified in this brochure are meant to be representative of James Rachlin's experience over his career and are not necessarily past or current clients of Meristem Advisors LLC.*

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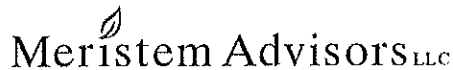


## ABOUT JAMIE RACHLIN

Jamie Rachlin is the founder and President of Meristem Advisors and was a public finance banker for 25 years. During this time he covered municipal issuers ranging from State issuers to local municipalities, including school, library, airport and other special purpose jurisdictions throughout the Midwest, focusing on Illinois, Indiana, and Minnesota. In addition to dozens of local issuers, he has served as banker to the Indianapolis Airport Authority, Chicago Park District, Cook County, Illinois, and Chicago City Colleges, among many others. With a particular passion for debt structuring, Mr. Rachlin works with each of his clients to design debt strategies tailored to their individual circumstances. He focuses on delivering his clients the comprehensive range of services necessary for a smooth and trouble-free financing to achieve the best possible outcome. Mr. Rachlin understands that municipalities' needs can range from simple general obligation financings to complex revenue-backed structures, special service areas, and Tax Increment Financing Districts. Prior to forming Meristem Advisors, Jamie was a Managing Director at RBC Capital Markets. Previous to RBC, he was a Managing Director at BMO Capital Markets and was head of Public Finance in Chicago for Prudential Securities Incorporated. He also served as a financial advisor to developers in the alternative energy field structuring and financing projects with publicly and privately placed tax-exempt debt while working for The DJS Group. Jamie holds an M.B.A. in Finance from The Wharton School of the University of Pennsylvania, an M.S.E. in Civil Engineering from Princeton University and an A.B. in Computer Science from Brown University.

## WHY "MERISTEM"?

*Mr. Rachlin is an avid forager and tree enthusiast. The meristem is the tissue in a tree that allows it to generate leaves, roots, and branches. Every organization has potential for growth in new ways. Meristem Advisors seeks to help its clients grow by identifying and enhancing organizational effectiveness through better financial decision making.*



James Rachlin, President  
2400 N. Lakeview, Apt. 1201  
Chicago, IL 60614

December 10, 2020

Ms. Mary Beth Harper  
Director  
Elmhurst Public Library  
125 S. Prospect Avenue  
Elmhurst, IL 60126

Dear Ms. Harper:

**Meristem Advisors LLC** ("Meristem" or "Consultant") appreciates the opportunity to serve as a consultant to Elmhurst Public Library (the "Library," "Client," or "you") in connection with its budget and financial planning activities. Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement, effective on the date this Agreement is executed by the Library (the "Effective Date").

1. **Scope of Services.**

(a) **Services to be provided.** Meristem is engaged by the Library as its consultant to provide analysis and services as necessary for the Library to evaluate and communicate to stakeholders its available resources for meeting budgetary obligations and managing its financial health for the long term as set forth in **Appendix A** (the "Scope of Services").

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) (a) Consultant's Scope of Services explicitly excludes any advice related to the issuance of a municipal bond unless and until the Library enters into an agreement with Consultant for such an issuance, (b) absent such an agreement, Consultant will not provide services related to the issuance of a municipal bond and is not acting as a municipal advisor and does not owe a fiduciary duty to you with respect to any issuance of municipal bonds pursuant to Section 15B of the Exchange Act as those terms are defined therein, and (c) to the extent any information and material contained in any communication is deemed to relate to the issuance of a municipal bond, the Library shall not assume that Meristem owes the Library a fiduciary duty pursuant to Section 15B of the Exchange Act; and (d) you should discuss any information and material contained in any communication with any and all internal or external advisors and experts that you deem appropriate before acting on such information or material.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person, and does not include review or advice on any feasibility study.

(iv) Client agrees not to represent, publicly or to any specific person, that Meristem is Client's IRMA for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities.

(v) Client acknowledges by retaining Meristem in connection with the Scope of Services, that Meristem makes no representation, guarantee or warranty that any projections, analysis or recommendations will come to pass as presented, and that Meristem neither assumes nor bears any responsibility regarding, nor liability for, the accuracy of any projections, analysis or recommendations beyond fees at risk as described in **Section 3. Compensation.**

8. **Deliverables.** Except as required by law, Meristem's work product pursuant to this Agreement, including, but not limited to, analyses, spreadsheets, presentations, and other materials, is provided to the Library for its exclusive use, and the Library agrees not to share such materials with any other party without the express consent of Meristem.

9. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

10. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

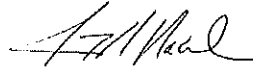
11. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Meristem's activities under this Agreement:

Director, Elmhurst Public Library  
Board President, Elmhurst Public Library

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

Sincerely,



By: James Rachlin \_\_\_\_\_  
Title: President \_\_\_\_\_  
Date: December 10, 2020 \_\_\_\_\_

ACCEPTED AND AGREED:

Elmhurst Public Library

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_