



ORLAND  
PARK

**RESPONSE TO REQUEST FOR PROPOSAL No: 20-032  
FOR MUNICIPAL FINANCIAL ADVISORY SERVICES**

**DUE DATE: OCTOBER 19, 2020 – 11:00 A.M.**

**RAYMOND JAMES®**

550 West Washington, Suite 1650  
Chicago, Illinois 60661-2511

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## Transmittal Letter

September 17, 2020

John C. Mehalek, Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

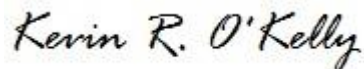
Dear Request for Proposal Review Committee:

On behalf of Raymond James & Associates, Inc. (“Raymond James”, “RJA”, or “the Firm”), we are pleased to submit our response to the Request for Proposal Number 20-032 (the “RFP”) for Financial Advisor Consulting Services for the Village of Orland Park, Illinois (the “Village”). Raymond James has specific qualifications that make us best suited to help the Village effectively manage its debt to enhance its long-term financial stability.

- ✓ **PREMIER QUANTITATIVE SERVICES TEAM AND RESOURCES:** Raymond James’ Quantitative Services Group is led by Jennifer Mills, a leading expert in complex analyses, financial modeling, and custom-coded analytical tools and is complemented by the Village’s proposed lead contact Kevin O’Kelly, a twelve-year veteran of the municipal finance industry focused on Illinois state and local governments. Our technical resources can be customized to best meet the Village’s financing goals. As our current clients would attest, these comprehensive planning models have won differentiating attention, even among the largest and most complex commercial programs.
- ✓ **RELEVANT EXPERIENCE:** Raymond James has local and national financial advisory experience, maintaining advisory relationships with numerous municipalities, school districts, utility systems, tollways, universities, and airports. Since January 2014, Raymond James has been the Municipal Advisor for 102 municipal clients, including 24 engagements for Illinois issuers totaling approximately \$345.9 million in par, ranging in size from \$1.5 million up to \$86.9 million. The breadth and diversity of our experiences, including underwriting engagements provide Raymond James with a truly unique view of the municipal market enabling better execution for our clients.
- ✓ **THE RESOURCES OF A FULL-SERVICE MUNICIPAL BOND DEALER:** Raymond James is a leading underwriter of municipal bonds, both in Illinois and nationally. This activity provides us with direct access to investors and with real-time information regarding bond market conditions and trends – information that is not readily available to “independent” municipal advisors that have never bought, sold, or underwritten municipal bonds. Under no circumstances does Raymond James seek to serve as an underwriter of securities issued by our advisory clients; however, we will use the information available to us as an underwriter to benefit those clients.

Raymond James has all of the necessary resources, skills, and capabilities to serve as the Village’s financial advisor. We thank you for the opportunity to present our qualifications and very much look forward to the opportunity to work with you and your financial management team. If you have any questions about our proposal or credentials, please do not hesitate to contact us.

Respectfully submitted,



Kevin R. O’Kelly | Vice President  
550 West Washington Blvd., Suite 1650  
Chicago, Illinois 60661  
312.612.7709  
Kevin.OKelly@RaymondJames.com

# ABOUT RAYMOND JAMES

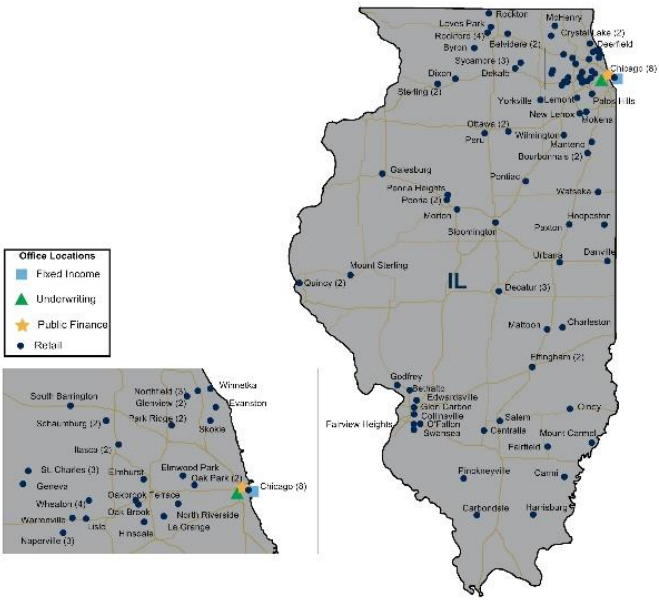
## 1. GENERAL DESCRIPTION OF RAYMOND JAMES

**Firm Information.** Raymond James Financial, Inc. was founded in 1962 with the objective of providing a comprehensive range of investment opportunities to investors, while maintaining a policy of professional integrity. The company is a Florida-based diversified holding company providing financial services to individuals, corporations, and municipalities through its subsidiary companies including Raymond James & Associates, Inc. (hereinafter “*Raymond James*”, “*RJA*”, or the “*Firm*”), a broker dealer whose services include public finance, retail, institutional equity and fixed income sales, investment banking, municipal advisory, trading activities and operations and administration. Since its modest beginnings, the Firm has grown into one of the largest financial services firms in the United States.

As one of the nation’s leading underwriters of municipal bonds, ranking in the top 10 each of the last six years, and a top-20 municipal advisor by par nationally as recently as 2016, Raymond James Public Finance offers a comprehensive array of services to state and local governments and other entities. National in scope, yet operating from a decentralized model with offices in the markets we serve, Raymond James combines the strengths of a large firm backed by Fortune 500 credentials with the agility necessary to provide innovative, custom solutions.

Following the acquisition of Morgan Keegan by Raymond James, the Firm’s Fixed Income Capital Markets group, which includes public finance, is headquartered in Memphis, Tennessee (the former corporate headquarters of Morgan Keegan). The Public Finance Department of Raymond James operates from 36 offices nationwide, supported by 43 fixed income sales and trading locations and six municipal underwriting desks. With 170 professionals, the Public Finance Department is one of the largest in the country.

The Firm maintains a strong presence in Illinois, employing 543 employees in 116 offices throughout the state with a total payroll of over \$92 million in 2019. Of those employees, 284 are financial advisors who manage approximately 137,039 accounts with nearly \$23.4 billion in assets under management as of June 30, 2020, including our local offices at 620 N. River Road and at Citygate Plaza. Beyond our vast retail presence, the Firm is proud to have a wide presence in the Chicago area with a public finance office, which houses the public finance team of eight professionals and the municipal fixed income sales and trading team. The Firm’s Chicago office serves as the hub for the Firm’s public finance effort in the Midwest, serving municipal issuers in Ohio, Michigan, Indiana, Wisconsin, Iowa, Missouri, and Kansas.



**Raymond James - Equal Employment Opportunity and Nondiscrimination Policy.** Raymond James is an equal opportunity employer and is committed to providing a workplace free from discrimination. All employment decisions are based on skills, qualifications and merit, without regard to protected characteristics such as sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), race, color, religion, gender, sexual orientation, ancestry, gender identity, gender expression, marital status, national origin, citizenship, age, physical or mental disability, veteran status as established by applicable law. This policy applies to all Associates in regard to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, and compensation. **We certify that we will consistently hold this policy throughout the term of our engagement with the Village.**

**Insurance Coverage.** The Firm carries insurance coverage including, but not limited to general liability, automobile liability, bankers professional liability, and an umbrella liability coverage in aggregate up to \$15,000,000 each policy period. Per the RFP requirements, Raymond James will meet the requirement to submit the Certificate(s) of Insurance to the Village as well as naming the Village as an additional insured.

**Raymond James – Code of Business Conduct and Ethics.** Raymond James Financial, Inc., including its subsidiaries and affiliates, has adopted a Code of Business Conduct and Ethics (the “Code”) to reflect the core principles embodied in our Mission Statement: providing the highest level of service with integrity; adhering to the spirit and letter of applicable laws and Firm policies; respecting and protecting the Firm’s resources and relationships; working cooperatively with and supporting our fellow Associates; and giving back to the communities in which we live and work. The code can be found at the following location: <https://www.raymondjames.com/investor-relations/corporate-governance/code-of-business-conduct-and-ethics> with examples of repercussions for failure to adhere to the Code.

**1.2 STAFFING**

Raymond James proposes a team of experienced professionals that will provide services from the Chicago Public Finance office. **Kevin O’Kelly** will lead Raymond James’ advisory effort and will be responsible for managing the day-to-day activities of any assignment for the Village. He will consistently be available to the Village throughout the engagement. Mr. O’Kelly joined Raymond James in October 2017 after spending 5 years at William Blair working in a similar capacity. **Elizabeth Hennessy** will serve as the area/regional manager and provide engagement oversight, applying her 30 years of Illinois public finance experience. **Linda Byron** will serve as the execution specialist on the Village’s financing team, providing technical and quantitative support before, during, and after bond transactions.

The municipal underwriting team and sales and trading personnel, also located in Chicago, will work hand-in-hand with the Public Finance team to assist with the review of the marketing of the bonds by the selected underwriter and analysis of a final pricing proposal if a negotiated sale is chosen. **Parker Colvin**, the Firm’s lead Midwest underwriter, and **Casy O’Brien**, who heads municipal underwriting for Raymond James, will be available to assist with bond market conditions in advance of any bond financing.

**Illinois Focus and Local Presence.** The proposed finance team, including the underwriting staff, has over 100 years of experience in performing innovative financial programs and techniques with different municipal issuers. We have performed complex financing plans for both non-referendum and referendum bonds in which lowering interest cost and maximizing interest earnings for the issuers have always been the main goals. Mr. O’Kelly, Ms. Hennessy, and the Chicago public finance team only serve Midwest (and specifically Illinois) issuers. We’ve found this approach to serve our clients better, since each region has different laws regulating how bonds are issued and secured. By taking this approach, it allows us to be experts in our particular areas. Furthermore, having our advisors be locally present is a huge advantage to the Village.

RAYMOND JAMES CONTACT INFORMATION			
Name	Title	Email Address @RaymondJames.com	Phone Number
Kevin O’Kelly	Vice President	Kevin.OKelly	312.612.7709
Elizabeth Hennessy	Managing Director	Elizabeth.Hennessy	312.612.7641
Linda Byron	Director	Linda.Byron	312.612.7816

**Kevin O’Kelly** joined Raymond James in 2017 after spending 5 years in public finance at William Blair, serving as a municipal trustee for 5 years at Wells Fargo Bank, and prior to that as a budget analyst for 3 years in the Illinois Governor’s Office of Management and Budget. His experience includes municipal General Obligation bonds and higher education, health care and industrial development revenue bonds. As a student at Northern Illinois University and College of DuPage, Mr. O’Kelly served as the student board

member of the Illinois Student Assistance Commission (2002-2003) and the Illinois Board of Higher Education (2003-2004). Mr. O’Kelly received his B.S. in Economics with an emphasis in Public Finance from Northern Illinois University. He holds FINRA Series 7, 50, 52, and 63 licenses.

**Elizabeth Hennessy** has over 30 years of experience serving public finance issuers in Illinois. Ms. Hennessy has cultivated a strong Midwest business practice which focuses primarily on Illinois school districts as well as counties, cities/villages, community college districts, and park districts. Ms. Hennessy’s expertise and commitment to serving her clients’ needs is superlative and continuously demonstrated through the longstanding relationships she maintains with her clientele. Prior to joining Raymond James, she was Managing Director for William Blair & Company, LLC where she lead the Illinois school district finance team where the firm maintained their top five ranking for the last 10 years for Illinois K-12 financings. In addition to her business accomplishments, Ms. Hennessy has served as President of the Board of Directors of the Infant Welfare Society of Chicago FY2015-2017. Ms. Hennessy received a Master’s in Management from the Kellogg School of Management at Northwestern University and a Bachelor of Arts degree in Economics from the University of Michigan. Ms. Hennessy holds the Series 7, 63, 79, 24 and 50 licenses.

**Linda Byron** is a Director at Raymond James – Chicago office. Ms. Byron has over 25 years of experience in Public Finance. She provides analytical support, including analysis of program structures, cash flow modeling, structuring issues and coordinating all closing activities on financings. Ms. Byron has worked on tax-exempt and taxable financings including general obligation, certificates of participation/debt certificates, tax increment, industrial development, education, water and sewer, sanitary district, and various other financings. She has worked directly with issuers, bond counsel, underwriter’s counsel, financial advisors, bond insurers, rating agencies, escrow agents, verification agents, and investment contract/escrow reinvestment brokers and providers. Before joining Raymond James, she spent five years at Legg Mason Wood Walker, two years at First Union Securities, and nine years at Dain Rauscher. In each position, she provided analytical support to the Public Finance banking team. Ms. Byron attended the University of Wisconsin and holds Series 7, 53 and 63 licenses.

**Parker Colvin** joined the firm as a managing director and senior underwriter in November 2013. Most recently, he managed the California/Arizona underwriting desk for Stifel. Prior to that, he served as head of trading and underwriting for Stone & Youngberg. Born and raised on the Iron Range of Minnesota, Mr. Colvin earned a degree in mathematics and played ice hockey at Wheaton College (IL). He is a past president of the San Francisco Municipal Bond Club. He currently holds Series 7, 53 and 63 licenses.

As the head of underwriting, **Casy O’Brien** brings 25 years of municipal bond experience to the firm’s efforts to serve our diverse clientele. Prior to joining Raymond James, Mr. O’Brien was with the Royal Bank of Canada where he worked primarily with new issues but also secondary trading. He has almost incomparable experience in underwriting a wide variety of municipal credits, including state and local issuers, education, transportation, healthcare, project finance, land-based finance, and housing issues. He is a member of Chicago, Minneapolis and Denver Bond Clubs. Mr. O’Brien has a Bachelor of Science degree in Economics from the University of Minnesota. He holds Series 7 and 63 licenses.

## FINANCIAL ADVISORY SERVICES AND REFERENCES

### 4.1 DESCRIPTION OF SERVICES TO BE PROVIDED

**Approach to Financial Advisory Services.** As mentioned in the cover letter, analyzing past experience to improve for better results in the future requires an excellent process as well as thinking outside of the traditional norms when selecting a financing team.

Unlike many of the firms likely to respond to the Village's RFP, Raymond James does not seek Financial Advisor engagements with a large number of issuers throughout Illinois and beyond. In our view, firms that serve a large number of frequent issuers as Financial Advisor face the following challenges:

- Over-commitment of senior professionals, resulting in either an inability to quickly respond to a client's needs or forcing more services to be performed by employees with less experience; and
- Potential conflicts of interest, particularly when multiple clients may be involved in the same regional authorities, may be competing to attract businesses, or may be seeking to secure limited federal and state funding for local projects.

Although our firm has extensive municipal Financial Advisory experience both nationally and within Illinois, our office has elected to serve as a Financial Advisor only on certain engagements where we believe we can be "value added" and where our service as Financial Advisor compliments our overall public finance practice. This includes a select group of clients for whom members of the Raymond James team have become important members of the financial management structure, helping to establish long-term objectives and provide guidance as to how those objectives can be met over an extended period. We also accept certain engagements that are more limited in scope but require the perspective of a full-service investment banking team with extensive, direct experience with a broad array of financing alternatives.

**PLANNING PROCESS.** Raymond James believes that the best start to the planning process is to immediately and directly identify all financing goals. As previously mentioned, there are many variables to consider while developing a comprehensive financing plan. During the initial discussion of comprehensive financing plan, Raymond James will:

- Attend Village Council and committee meetings
- Prepare and present informational materials to be distributed by the Village
- Learn all angles of board members' and citizens' concerns regarding proposed transactions
- Participate in conversations about the Village's financing objectives and preliminary plans
- Review with the Village its long-term goals and discuss how these goals could be furthered through the financing structure of the current issuance.

Furthermore, in the consideration of various debt and structuring alternatives, Raymond James will perform the following tasks in addition to any requests from the Village:

- Review various debt structures with the Village including current interest bonds, capitalized interest, premium/discount bonds, and others, determining which bond type affords the Village the lowest cost of capital
- Develop specific financing options which facilitate the achievement of the Village's long-term objectives, while taking into consideration current market conditions
- Assist in evaluating the balance sheet and cash flow impact of the various financing options
- Develop debt service schedules for the bonds and an analysis that illustrates the effect of the new debt service on the Village's tax rate and on individual homeowners within the Village
- Prepare other analyses or cash flows as required or requested.

**Rating Agency Philosophy.** Raymond James takes the lead on contacting the necessary rating agencies, designs each rating presentation specifically to the criteria set by each agency, runs practice sessions to make sure key points are stressed, and works with the rating analysts to completion of the report. Our excellent working relationship with ratings analysts allows our issuer clients to have direct discussions on all important matters without worry that critical concerns were left unaddressed. Both Moody's Investors Service and S&P Global Ratings have published new ratings methodologies for local units of government within the last few years and both agencies have spent considerable amount of time making available new tools to help the municipal bond community better understand any changes. Specifically, both agencies

have developed a rating template for potential clients to use. And while both agencies warn against trusting results as there are subjective factors in modifying a final rating, RJA has learned to use these templates as a starting point in developing strengths for the presentation.

The Raymond James banking team has the experience and depth of knowledge necessary to assist the Village and other members of the financing team in the production and presentation of a comprehensive rating agency approach and will work to achieve the highest possible ratings for the Bonds. The RJA team has had great success working with rating agencies to paint a clear picture of the credit profile of many Illinois issuers.

**Rating Agency Materials.** Raymond James, as financial advisor, will provide strategic analysis and advice in preparation to the Village's application for rating, presentation to the agency, analysis of rating results, and getting the report out to the street and eventually to potential bond investors. Raymond James will work with the Village to get the highest possible ratings based on its debt profile and fund balance structure. To achieve the Village's financing objectives, Raymond James will provide the transaction services and other support that may be needed to have a successful presentation and credit rating result that the Village deserves. This will start with developing a rating agency strategy by gathering all needed information of the Village's overall economic information and background. This will include the Village's geographical scope, economic development in the area, average home sales value, largest taxpayers and employers, tax rates, and equalized assessed value of residential, commercial, industrial, and railroad, as well as of new property covered in the Village. We will also delve on the Village's management protocols such as its budget process and fund balance and investment policies. The Village should also present its master plan and timeline as to how and where the bond proceeds will be used. Most importantly, we will also assist the Village in presenting its financial strengths and position in the last five years to present a historical view of the Village's local, state and federal reliance of its various fund revenues. The Village's budget for the next fiscal year would also be an important part of the rating presentation to understand how the Village is prepared for any cyclical changes that may affect revenues and expenditures. Moreover, as financial advisor, we will assist the Village officials/presenters in preparation for any questions the analyst may have regarding the Village's financial health and debt profile to ensure a smooth and successful rating agency presentation.

**Preliminary Official Statement (POS) Preparation.** Municipal disclosure has changed significantly since the Village last issued debt via a public sale. The SEC's Municipalities Continuing Disclosure Cooperation (MCDC) Initiative has prompted changes in the way that offering documents are prepared and reviewed, in regard to both competitive and negotiated sales of municipal securities. While financial advisors can still prepare the offering document, assistance is sometimes provided by bond counsel or a separate counsel known as disclosure counsel. Those external parties outside of the issuer and its financial advisor are responsible for preparing the necessary review for an underwriter or underwriting team on a negotiated sale or to answer any questions posed by potential bidders on a competitive sale. In our time as financial advisor, we have seen underwriters shy away from bidding on competitive sales for issuers that have consistently failed to meet their continuing disclosure obligations and not properly disclosed those failures, even if such failures have since been remedied.

In the preparation of the POS, Raymond James obtains an issuer's most recent official statement and begins to update the document to include as recent of statutory and regulatory changes as known at the time. On top of that, even if a sale is not underway at that given time, old demographic and financial data is replaced with as current of data as is available. Once a debt transactions is begin prepared for kick-off, the Firm includes plenty of time to create a first draft for review by an issuer as to allow for ample review time prior to the entire financing team, including bond counsel, to review so as not to cost the issuer unnecessary review time with counsel.

**POS Information.** In advance of a public debt issuance, associated with our responsibility as financial advisor of POS preparation, we would request the following information at a minimum: a brief description of their source of repayment if any bonds were not general obligation tax bonds, any feasibility reports or



studies not previously made available to the Firm and bond counsel, demographic information not necessarily reported on an annual basis, draft financial information or a preliminary audit, depending on the timing of the sale, as well as additional debt items not previously report including privately placed debt, leases, and any failure to meet any provisions of a continuing disclosure undertaking. However the specific content will vary based on the type of securities offered.

**Recommendation Regarding Potential Refunding Opportunities.** The Village has bonds that are currently callable for its Series 2012A as shown below. Refunding, restructuring and defeasing debt in conjunction with the call date is a low cost approach to reducing annual debt payments over time if current interest rates (including credit penalties due to an issuer’s bond rating and the State of Illinois fiscal problems that overshadow all Illinois municipal bond issuers) are lower than the coupons on the outstanding bonds to be refunded.

When a municipal issuer of bonds considers refunding its outstanding obligations, there are normally three choices it can make: (1) refund them proportionally to the amount of debt available for optional redemption (sometimes called a “footprint” refunding); (2) accelerate or decelerate the repayments in the same footprint as to affect cash flow savings; or (3) change the footprint in order to create cash flow and/or bond & interest tax rate savings at some point within the original repayment footprint.

Year Ending	Series 2019	Series 2017	Series 2016	Series 2013C	Series 2013A	Series 2012B	Series 2012A	Total Principal
12/31/20	500,000	665,000	510,000	1,140,000	725,000	725,000	790,000	5,055,000
12/31/21	520,000	665,000	520,000	1,175,000	7,825,000	7,825,000	810,000	19,340,000
12/31/22	875,000		535,000	1,205,000	8,025,000	8,025,000	825,000	19,490,000
12/31/23			550,000	1,235,000			845,000	2,630,000
12/31/24			555,000	1,265,000			860,000	2,680,000
12/31/25			570,000	1,305,000			875,000	2,750,000
12/31/26			585,000	1,340,000				1,925,000
12/31/27			595,000					595,000
12/31/28			615,000					615,000
<b>Total</b>	<b>1,895,000</b>	<b>1,330,000</b>	<b>5,035,000</b>	<b>8,665,000</b>	<b>16,575,000</b>	<b>16,575,000</b>	<b>5,005,000</b>	<b>55,080,000</b>
<b>Issue Dated</b>	<b>09/19/19</b>	<b>09/20/17</b>	<b>05/03/16</b>	<b>04/29/13</b>	<b>04/29/13</b>	<b>12/06/12</b>	<b>09/05/12</b>	
<b>Tax Status</b>					<b>Taxable</b>	<b>Taxable</b>		
Issued	1,895,000	2,645,000	6,485,000	8,965,000	18,000,000	18,000,000	7,280,000	83,450,000
Matured	-	(1,315,000)	(1,450,000)	(300,000)	(1,425,000)	(1,425,000)	(2,275,000)	(23,565,000)
Refunded	-	-	-	-	-	-	-	(4,805,000)
<b>Outstanding</b>	<b>1,895,000</b>	<b>1,330,000</b>	<b>5,035,000</b>	<b>8,665,000</b>	<b>16,575,000</b>	<b>16,575,000</b>	<b>5,005,000</b>	<b>55,080,000</b>
<b>Call Date</b>			<b>12/01/24</b>	<b>12/01/21</b>	<b>12/01/21</b>	<b>12/01/21</b>	<b>12/01/20</b>	
<b>Callable Par</b>			2,365,000	6,350,000	8,025,000	8,025,000	4,215,000	<b>28,980,000</b>

Cash flow or tax rate savings should be generated when option 1 is chosen. In options 2 and 3, annual cash flows will be modified no matter what interest rates are at the time of the sale of the refunding bonds. The amount of annual (dis)savings is determined at the direction of the Village for the policy measures implemented (slowing the growth of current debt service payments, opening up room for additional capital projects, lowering of total debt service costs, etc.).

Traditionally, the proportional footprint refunding is the option most frequently used. It combines strength to rating agencies that payments will still be made while providing relief to taxpayers. An acceleration within the footprint sometimes occurs when an issuer might need room in future years for new capital projects. In this case, the taxpayers were aware of the original payments and those payments will remain while creating room at the same tax rate or tax payment amount for future needs. The Village should be aware of the following steps to best prepare a plan to refund any bonds in order to have the most flexibility to obtain the lowest financing cost for the chosen plan.

It is important to keep the Village’s financing goals in mind throughout the restructuring plan as all of the above variables, including interest rates and credit conditions (inflation, tariffs, economic slowdowns, etc.), will factor into each of the financing phases.

**Evaluating a Method of Sale and Underwriter Selection.** This section is where the training wheels must be removed and the cookie cutter approach must be left at the door. Raymond James would help the Village in deciding which type of sale would be more advantageous in terms of total costs. RJM considers the debt structure, credit quality, issuer characteristics, market conditions, and policy considerations before advising a client on a preferred method.

The traditional advice for serial and term debt favors a competitive sale regardless of market factors, while the use of innovative structuring and derivative products favors a negotiated sale as it can attract particular investors for these types of debt. The credit quality of an issuer typically plays the most central role in the decision process. Generally, a competitive sale might be better for issuers with a rating of “AA” category or stronger and with a stable outlook, whereas a negotiated sale is generally more effective for those with a rating in the single “A” category or below or with weak or negative outlook.

Current market condition is also important to consider. A stable and predictable market with strong investor demand, good liquidity and a light forward calendar would favor a competitive sale, whereas a volatile or declining market, and an oversold market with heavy supply would favor a negotiated sale. Additionally, credit headlines from issuers such as the State of Illinois, the City of Chicago, Cook County, and other large-scale Chicagoland issuers have an effect on sale method as well as the timing of the sale. Scheduling a competitive sale on a week where a large supply of Illinois bonds would be available could affect the buying appetite of traditional Village investors.

However, this is where the Village has the opportunity to generate a better than expected bond issuance. In a Bond Buyer article from earlier this year (February 5, 2020), negotiated bond sales in 2020 outperformed competitive sales noting that one method is not always better than the other. That is not the usual narrative from municipal advisory firms. Specifically from the article, “It feels like currently the primary market has become a tale of two markets. Negotiated sales structured with in-demand coupons seem to have robust subscriptions, while competitive underwriters need to use lower coupons on the long end to buy deals.” Similarly to a stock investor searching for a company with increasing revenue and profit growth, there are times when a hot bond market will pay greater prices for higher quality municipal bond issuers as compared with a less exciting, but consistently profitable company.

	10/22/2018				10/22/2018				10/17/2018			
Sale Date	10/22/2018				10/22/2018				10/17/2018			
Amount	\$4,640,000				\$1,795,000				\$9,110,000			
Issuer	City of Naperville				Buffalo Grove Park District				Aurora West School District No. 129			
Underwriter	Northland Securities				Raymond James				Mesirow Financial			
Sale Type	COMPETITIVE				NEGOTIATED				COMPETITIVE			
Rating	Aaa / AAA / -				- / AA+ / -				A1 / - / -			
Maturity	12/1				12/30				2/1			
Callable	12/01/26				Non-Callable				Non-Callable			
MATY	AMNT	CPN	YLD	SPREAD	AMNT	CPN	YLD	SPREAD	AMNT	CPN	YLD	SPREAD
2018												
2019	200M	5.00	2.38	+45								
2020	135M	5.00	2.54	+48	245M	4.00	2.29	+23	35M	4.00	2.45	+46
2021	135M	5.00	2.60	+47	100M	4.00	2.48	+35	640M	4.00	2.55	+49
2022	190M	5.00	2.69	+47	200M	4.00	2.62	+40	785M	4.00	2.65	+50
2023	175M	5.00	2.77	+46	175M	3.00	2.75	+44	570M	4.00	2.75	+52
2024	180M	5.00	2.86	+46	200M	3.00	2.85	+45	2,615M	4.00	2.85	+51
2025	190M	5.00	2.95	+46	875M	3.00	2.95	+46	2,725M	4.00	2.95	+53
2026	300M	5.00	3.04	+46					1,740M	3.05	3.05	+53
	MMD Dec Int Scale				MMD Dec Int Scale				MMD Feb Int Scale			

As you see above, there were a couple of bank-qualified transactions in the market at the same time as the City of Naperville with arguably weaker credit profiles. Yet, based on bond market conditions correlated with weakening equity market conditions, negotiated bond sales were able to push buyers for the highest

price possible given the risk-off investment sentiment leading to a nearly 25% drop by Christmas Eve 2018. While the comparative results above only show a partial picture of that bond sale for the City, only including the Non-Callable portion of the bonds, the above Bond Buyer quote possibly proved true that in order to win the city's bid by using lower coupon bonds on the longer maturity bonds, the bidder potentially underbid the shorter maturity bonds to protect from risk of investment losses. At the time that the city published its Preliminary Official Statement and Notice of Sale, there was no way to know who would bid on the results or if the bonds would receive the best bid of the day.

Just following a process that checks boxes in order to get to a bond sale does not always provide the best result and if selected, Raymond James will constantly work towards the Village's goals of ***achieving the best possible results*** on debt transactions.

**Competitive Sale Marketing.** The public finance team at Raymond James maintains a comprehensive list of the most frequent bidders on competitive bond issues and prior to every sale, the quantitative team will reach out to each underwriting firm in order to market the bonds and ask questions. We have found this to be the most effective way to reach the target audience in a competitive sale. We have not found much benefit in trying to drum up local retail support for competitive sales due to the fact that retail investors use many different brokerage firms and the amount that individuals are willing to invest prior to a competitive sale does not drive the market for whether the brokerage firm for those investors will participate.

Additionally, the Village could consider creating a customized EMMA Issuer Homepage. The EMMA website has recently created "issuer homepages" for issuers, providing a consolidated view of the bonds issued, trading activity, disclosures and other information that previously had only been available on EMMA on a more granular basis. Some of the larger Chicagoland issuers have already created one as well as the City of Springfield, Illinois and the State of Illinois. Issuers have the ability to add information to their homepages, including links to investor websites. Investors viewing the customized issuer homepage could find a link to an investor information website also created by the Village and therefore would be more likely to become aware of the investor relations website and utilize the information available.

**Obtaining Best Pricing – Negotiated Sale.** One of the benefits of using a negotiated sale is to truly enter the bond market at the most opportune time. That is not to say that rates will not be better a month or two after the Village sells bonds, but it does allow for a change in timing given uncertain market events such as recent geopolitical emergencies the USA has seen with China, Russia, and North Korea or the fallout from the COVID-19 pandemic. Having flexibility when to be in the market mitigates risk and in such allows the opportunity for the entire financing team to recommend the best time to be in the market. Leading up to a negotiated sale, the municipal underwriters at Raymond James will discuss with the lead underwriter(s) of the Village's underwriting team on a best course of action given the marketing plan and market events. Our underwriting team is in the market on a daily basis. Raymond James averaged over 60 senior-managed transactions per month over the last three years as well as nearly 50 co-managed transactions. With that market information, we are able to devise aggressive marketing plans to help achieve the lowest cost of funds for our financial advisory clients, including targeting current holders of the Village's debt.

**Couponing Flexibility and Call Provisions.** The use of specific coupon rates and optional redemption provisions should always be flexible when planning for a bond sale and a final decision on either of the two factors should be made to best accommodate an issuer's financing desires at the time of each bond sale. There is no right or wrong coupon or no one method that all sales, whether competitive or negotiated, should follow. Certain firms recommend the use of higher coupons to obtain the most premium and to make best use of any optional redemption provision that is chosen. However, a lower coupon structure may be more beneficial due to a smaller effect on the tax rate extended to taxpayers in the early years following the bond sale. Other firms prefer to use lower coupon rates and discount bonds as sometimes those rates provide a lower yield to maturity than a comparable premium bond. However, the yield to maturity savings on such lower coupon bonds might not offset the cost of the call option as future

refunding savings will be more difficult to realize. Often times, pricing philosophy is chosen without recognition of where the market is at on a given day. Municipal yields vary, sometimes wildly, on a daily, weekly, and monthly basis.

For example, municipal market yields dropped significantly even in the face of record supply in December 2017 due to the proposed federal tax reform that included the elimination of tax exemption on advance refunding bonds and private activity bonds. However at the same time, respective US Treasury rates on the same tenor did not move as significantly if at all, meaning the ratio of municipal market rates to treasury rates was low. As municipal investors realized gains in their portfolios on their year-end statement, profit taking began to happen in the beginning of 2018 and municipal yields began to rise as a result. These ratios are monitored daily by brokerage firms along with many other factors including the yield levels on municipal bonds with specific coupons. Volatility can affect specific couponed bonds (such as a 3%, 4% or 5% coupon bond) and those ratios could be out of balance as well. Please see the chart below that our quantitative team uses to analyze coupon factors on a daily basis.

YTC Spreads - 4% Vs 5%	5	10	11	12	13	14	15	16	17	18	19	20
4% Weakest (wider to 5%)	0.04	0.08	0.15	0.23	0.27	0.31	0.33	0.35	0.35	0.36	0.36	0.38
<b>Current Market</b>	<b>0.04</b>	<b>0.05</b>	<b>0.12</b>	<b>0.17</b>	<b>0.23</b>	<b>0.26</b>	<b>0.31</b>	<b>0.33</b>	<b>0.34</b>	<b>0.35</b>	<b>0.36</b>	<b>0.38</b>
4% Strongest (narrower to 5%)	0.01	0.05	0.06	0.12	0.20	0.24	0.28	0.29	0.30	0.30	0.30	0.29
Average (4's minus 5's)	0.02	0.06	0.10	0.17	0.23	0.27	0.31	0.31	0.32	0.32	0.32	0.33
4% Weakest (wider to 5%)	05/30/18	08/18/17	02/16/18	02/07/18	02/16/18	06/13/17	01/19/18	07/06/17	05/09/18	01/11/18	06/11/18	06/11/18
4% Strongest (narrower to 5%)	08/14/17	06/11/18	01/09/18	01/09/18	01/09/18	06/01/18	01/03/18	03/12/18	03/12/18	03/09/18	03/12/18	11/09/17

YTM Spreads - 4% Vs 5%	5	10	11	12	13	14	15	16	17	18	19	20
4% Weakest (least minus)	0.04	0.08	0.07	0.08	0.05	0.03	0.00	(0.03)	(0.06)	(0.09)	(0.12)	(0.14)
<b>Current Market</b>	<b>0.04</b>	<b>0.05</b>	<b>0.05</b>	<b>0.03</b>	<b>0.02</b>	<b>(0.01)</b>	<b>(0.02)</b>	<b>(0.04)</b>	<b>(0.07)</b>	<b>(0.10)</b>	<b>(0.12)</b>	<b>(0.14)</b>
4% Strongest (most minus)	0.01	0.05	(0.01)	(0.02)	(0.00)	(0.03)	(0.04)	(0.07)	(0.10)	(0.13)	(0.16)	(0.19)
Average (4's minus 5's)	0.02	0.06	0.03	0.02	0.02	0.00	(0.02)	(0.05)	(0.08)	(0.11)	(0.14)	(0.16)
4% Weakest (least minus)	05/30/18	08/18/17	02/16/18	02/06/18	06/13/17	06/13/17	07/24/17	06/28/17	06/21/17	01/11/18	01/09/18	06/11/18
4% Strongest (most minus)	08/14/17	06/11/18	01/09/18	01/09/18	01/09/18	05/24/18	01/03/18	03/09/18	03/12/18	03/12/18	03/12/18	11/27/17

Similarly with the analysis of optional redemption dates, sometimes they are chosen to allow an issuer to refinance debt in a manner that they could restructure their entire debt portfolio. Other times, the length of the call feature is chosen by the market given relative pricing values of proposed bond offers. We believe it is always beneficial to review all of the variables that make the decision for a best pricing on behalf of an issuer and provide the best analysis of the given municipal market prior to when a decision must be made about couponing structures and call features, especially given the effects of the Tax Reform and Jobs Act of 2017 on municipal bond issuers that are still being identified more than six-months after passage.

**OTHER RAYMOND JAMES STRENGTHS**

**Underwriting Activity Provides Critical Market Intelligence.** As described throughout this proposal, Raymond James pursues Municipal Advisory engagements selectively while also being among the most active underwriters of municipal bonds in Illinois and nationally. Despite serving a limited number of local units of government and other borrowers in Illinois as Municipal Advisor, Raymond James is consistently among the most active firms in the municipal bond market both in Illinois and nationally through our activities as an underwriter. The firm has ranked among the top ten underwriters nationally by par value of bonds, and among the top two by number of issues, in the past years. This experience ensures that our firm is closely attuned to municipal market trends with respect to debt structuring, credit requirements, and the fair market interest rate for any given bond on any given day. While we do not serve as municipal advisor and as underwriter for the same issuers, our experience as an underwriter provides additional insight about the market that can be valuable to our municipal advisory clients, particularly in difficult markets. Therefore, the experience of the firm as a senior managing underwriter is provided below.

**Quantitative Team with Underwriting Desk.** Raymond James prides itself on having state-of-the-art technical and analytical capabilities, including a dedicated quantitative group within Public Finance. The group maintains current market data for use in presentations, conducts analyst training, and maintains several databases to search for refunding candidates. The quant group works with individual offices to respond to requests for proposals, assist with live deal pricings, and address the challenges of more complex transactions. A cornerstone of the Firm’s quantitative and technical expertise is its ability to develop innovative, proprietary spreadsheet models to analyze the most complex and challenging transactions. These flexible financial tools allow Raymond James’ municipal advisors to provide their municipal clients with comprehensive analyses and capabilities that are critical when choosing between multiple financing options and both traditional and non-traditional structures.

**Leader in GO Private Placement Financing.** Raymond James has completed many successful general obligation debt issues as private placements. Although in many cases a publicly offered solution provides a better all-inclusive cost of borrowing for the issuer, we have a great network of large commercial banks that are hungry to buy new tax-exempt municipal bonds. The “up-front” costs of a private placement are much lower, because the issuer doesn’t pay disclosure counsel to have an official statement prepared or to get the bonds rated. Also, privately placement bonds do not require annual continuing disclosure reports to be filed, unlike a publicly offered issue.

#### 4.2 PROJECT MANAGEMENT PHILOSOPHY

Section 4.1 above covers much of the response to what the Firm would include in reply to this question. Between municipal deals for the Village of Westmont, where we worked with S&P Global Ratings to show how the Village’s different revenue sources old and new would be dedicated to each specific series of General Obligation Alternate Revenue Bonds while maintaining its required reserve levels. The Village of Westmont is not home rule. Similarly with the City of DeKalb, which is a home-rule municipality, enormous stress has been placed on the city due to the COVID pandemic shutdown of its major employer Northern Illinois University. The city took a proactive approach to show how services would be maintained, the budget would be modified to deal with the lower tourism revenues (lower hotel usage with in-person graduation canceled, lower sales taxes with the reduction of dining out at bars and restaurants, and lower through traffic in general). Another advisory client, the Flagg-Rochelle Community Park District, issued public bonds for the first time after the passage of a referendum for a community center. The proposed \$14 million project won overwhelming support from residents even though it was a substantial increase to its annual debt service levy. As the park district is a smaller unit of local government, it already drew criticism from the methodologies of the two major rating agencies. However, with an innovating bond structuring recommendation from an Underwriter in the negotiated UW RFP process, we were able to allow the District more flexibility in repayment of debt service in the earlier years of the community center as operations came online. The park district received an “A” category rating and sold its bonds at a low rate while selling at a fortunate time last summer.

Our most innovating ideas in regards to advising clients is debt management. Bond structuring is a strength of the team members that would be dedicated to the Village. Over the last five years, as bonds that were sold leading up to and during the Great Recession became callable, local governments of all types and sizes were looking for ways to restructure debt without the wide EAV growth assumptions that were assumed at the time of issuance. Debt limits were approaching and capital projects were being delayed in smaller park districts. In school districts, even while allowed by law tax rates were growing at a rate faster than taxpayers appreciated. Debt service budgets had to be flattened. At our prior firm and continuing through our arrival here at Raymond James, we worked with the Village of Bolingbrook to reduce its future debt service level by nearly forty percent (40%). The profile was estimated to triple over the next twenty years and an EAV growth of nearly 200% would be necessary to keep the Village’s tax rate stable. Through a layered plan that was implemented through an Underwriting RFP process and with the village’s financial advisor, the early spike was reduced and the rest of the curve of the profile was flattened.

**5. REFERENCES**

Raymond James has municipal advisory experience both in Illinois and nationally, maintaining advisory relationships with numerous cities, towns, universities, school districts, tollways, and airports. Since January 2014, Raymond James and its team from William Blair has served as Municipal Advisor for 102 municipal bond issuers, including 24 engagements for Illinois issuers, totaling over \$11.2 billion in par and ranging in size from \$1.5 million up to \$1.2 billion. Approximately 66% of which were sold via competitive sale and 34% via negotiated sale or placement. Additionally, Raymond James has been engaged by 1147 municipal bond issuers, including 34 in Illinois, to provide negotiated underwriting services, with nearly 50% of our Illinois clients being repeat clients. Our municipal advisory and investment banking teams have built lasting relationships based on RJA’s **significant transaction experience, deep sector knowledge, and trusted guidance**. We are extremely proud of our track record in guiding issuers of all sizes through complex financial analysis to meet distinctive objectives. The breadth and diversity of our experiences, including underwriting engagements provide Raymond James with a truly unique view of the municipal market enabling better execution for our clients.

Listed below are five references representing current Illinois municipal clients:

1.            Organization:            **Village of Westmont**

---

                  Address:                        **31 W. Quincy Street**

---

                  City, State, Zip Code:       **Westmont, Illinois 60559**

---

                  Telephone Number:        **(630) 981-6234**

---

                  Contact Person:             **Spencer Parker**

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                  Date of Project:             **Since 2013, most recently – Spring 2019**

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2.            Organization:            **City of DeKalb**

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                  Address:                        **200 South Fourth Street**

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                  City, State, Zip Code:       **DeKalb, Illinois 60115**

---

                  Telephone Number:        **(815) 748-2391**

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                  Contact Person:             **Bill Nicklas**

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                  Date of Project:             **Since 2012, most recently – Fall 2019**

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3.            Organization:            **Village of Kenilworth**

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                  Address:                        **419 Richmond Road**

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                  City, State, Zip Code:       **Kenilworth, Illinois 60043**

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                  Telephone Number:        **(847) 251-1666**

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                  Contact Person:             **Patrick Brennan**

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                  Date of Project:             **Since 2013, most recently – December 2018**

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**Village of Westmont (“Westmont”)** – Raymond James has served Westmont since 2013, first in an underwriting capacity and then as a financial advisor after successfully winning a request for proposal for financial advisory services. In our most recent service to Westmont, we worked with village administrators in analyzing the best course of financing a public works facility to be used for both general operations as well as water facilities. Income tax receipts and water revenues were separately used as dedicated revenues for the alternate revenue bonds in a competitive sale. The village’s rating was maintained as the dedicated revenues did not cause concern for the ultimate general obligation backing and the village’s general finances were strong. Even with a competitive sale, which is more difficult to time the market, Westmont sold its bonds at the lows in early June 2019 and achieved the lowest all-in rate in its history.

**City of DeKalb (“DeKalb”)** – Raymond James has served DeKalb since winning a request for proposal in 2012 to serve as financial advisor on upcoming police station and library projects. Since that time through two separate changes in administration, the proposed financial advisory team for the Village has assisted DeKalb on bond refunding private placements for present value savings, preparation for rating surveillance presentations as the city is dealing with a growing pension burden, and annually advising on budgeting, levying, and cash flow analysis.

**Village of Kenilworth (“Kenilworth”)** – Raymond James has served Kenilworth since winning a request for proposal in 2013 to serve as municipal advisor for the village’s 2013 and 2015 bond financings for water, sewer, and road improvements approved via referendum as well as refunding bonds for present value savings. Maintaining Kenilworth’s Moody’s “Aaa” rating is of high importance given the village’s location within Cook County and our team monitors annual budget progress while working with the village on capital planning scenarios on annual deferred maintenance.

## **REGISTRATIONS and REGULATIONS**

### **6. REGULATORY STATEMENT**

**Raymond James – Regulatory Compliance.** In the normal course of business, Raymond James is subject to routine regulatory investigations. Raymond James cooperates fully with all regulatory requests. For a discussion of resolved disciplinary matters involving Raymond James and Morgan Keegan we would direct your attention to the Form BD, copies of which will be provided upon request. For a discussion of material regulatory investigations and litigation, please refer to Raymond James’ website at [https://raymondjames.com/publicfinance/rfp\\_pass\\_login.asp](https://raymondjames.com/publicfinance/rfp_pass_login.asp) with the password of PublicFinance.

To the best of our knowledge, there are no regulatory matters or litigation pending that would jeopardize our Firm’s ability to perform the requested services contemplated in this RFP. Additionally, there are no ongoing criminal investigations pending against the Firm, members of the municipal bond or public finance departments related to the offering and sale of municipal bonds.

### **7. BROKER-DEALER RELATIONSHIP**

**Raymond James & Associates, Inc.** is a regulated broker-dealer in our roles including retail, institutional equity and fixed income sales, investment banking, and trading activities. As a municipal advisor, the firm cannot bid on or participate in any sale of the Village’s bonds and clear compliance policies are set so no conflicts of interest are possible.

### **8. MUNICIPAL ADVISOR REGISTRATION**

Please see the following verification of the municipal advisor registration of Raymond James & Associates, Inc. via FINRA Broker Check: <https://brokercheck.finra.org/firm/summary/705>

#### **8b. STATE OF ILLINOIS STATUS**

Raymond James & Associates, Inc. is currently in process of renewing its status with the State of Illinois. Our most current annual report was not sent to the Secretary of State in a timely manner, but the annual registration fee has been paid and annual report has been sent. We have been assured by the Secretary of State that our annual registration will be completed in a timely manner.

## 9. PRICING PROPOSAL

Raymond James respectfully submits its cost proposal in connection with the proposed Municipal Advisor services. The proposed fee would be the same regardless of whether a negotiated or competitive bond sale process is required.

**Services as Municipal Advisor.** Raymond James's proposed compensation for services related to a financing transaction will be equal to \$0.99 per \$1,000 par amount of debt issued with a minimum fee of \$9,000 and a maximum fee of \$50,000 per bond transaction. Bonds issued together as different series but at the same time will be treated as one issuance. There are no other proposed fees and only direct expenses to the Firm expressly requested to be incurred by the Village would be requested to be reimbursed.

The Village shall be responsible for all expenses related to the issuance of the debt, including legal fees and expenses, fees of any trustee, paying agent or bond registrar, rating agency fees, credit enhancement fees and premiums (if applicable), printing, research, underwriter compensation and expenses, and all other costs of issuance. Raymond James will work diligently to make sure that all costs of issuance are competitive and service providers are of the highest quality.

**Hourly Fees.** In such circumstances where Raymond James would serve the Village on projects not related to a debt issuance, our proposed fee would be charged on our hourly basis and average approximately \$250 per hour and would be determined based on work provided by an appropriate analyst, vice president, or managing director. All work that will be provided under such a fee proposal will be discussed first with the appropriate Village official to determine the appropriate staffing for such project.

**Continuing Disclosure.** In addition to the financial advisor duties related to the Scope of Services, Raymond James would be pleased to serve as the Village's Dissemination Agent by assisting the Village with its continuing disclosure obligations under Rule 15c2-12 of the Securities and Exchange Commission. The proposed all-inclusive flat fee for collection, compilation, duplication, and dissemination of the information related to each respective undertaking the Village has executed is \$1,250 for the first year and \$1,000 for each renewal year. Upon selection, Raymond James will work with the Village to implement a process for the timely execution of such disclosure services.

If the Village finds the Firm's proposal to be superior in factors except for the proposed Fees, RJA would appreciate the opportunity to negotiate such quotation to the Village's expectation.



**DISCLAIMER**

The information contained herein is solely intended to facilitate discussion of potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. While we believe that the outlined financial structure or marketing strategy is the best approach under the current market conditions, the market conditions at the time any proposed transaction is structured or sold may be different, which may require a different approach.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive.

Raymond James shall have no liability, contingent or otherwise, to the recipient hereof or to any third party, or any responsibility whatsoever, for the accuracy, correctness, timeliness, reliability or completeness of the data or formulae provided herein or for the performance of or any other aspect of the materials, structures and strategies presented herein.

Raymond James does not provide accounting, tax or legal advice; however, you should be aware that any proposed transaction could have accounting, tax, legal or other implications that should be discussed with your accounting, tax and other advisors and/or legal counsel.

Raymond James and affiliates, and officers, directors and employees thereof, including individuals who may be involved in the preparation or presentation of this material, may from time to time have positions in, and buy or sell, the securities, derivatives (including options) or other financial products of entities mentioned herein. In addition, Raymond James or affiliates thereof may have served as an underwriter or placement agent with respect to a public or private offering of securities by one or more of the entities referenced herein.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 4350 W. Cypress St, Suite 300 Tampa FL 33607	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C. No. Ext):</b> _____	<b>FAX (A/C. No):</b> _____
<b>E-MAIL ADDRESS:</b> MXCorporateInsurance@RaymondJames.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : National Fire Insurance Co of Hartford		20478
INSURER B : American Casualty Company of Reading, PA		20427
INSURER C : Allianz Underwriters Insurance Company		36420
INSURER D : Continental Insurance Company		35289
INSURER E :		
INSURER F :		

**COVERAGES** **CERTIFICATE NUMBER: 995984455** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			6080685559	5/15/2020	5/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6080694665	5/15/2020	5/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			CUE6076597046	5/15/2020	5/15/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4027190038	5/15/2020	5/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Bankers Professional Liab			ART 2005225	10/1/2018	10/1/2021	Agg Ea Pol Period \$ 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured Form #CNA75102XX as applies to General Liability coverage. WC Monopolistic States: OH, ND, WA, WY

<b>CERTIFICATE HOLDER</b>  For Information Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Financial Services - General Liability  
Extension Endorsement****1. ADDITIONAL INSUREDS**

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Grantor of Franchise**

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

**D. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**E. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**I. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,

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in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**J. Vendor**

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
  - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the **Named Insured**;
  - c. any physical or chemical change in any product made intentionally by such person or organization;
  - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
  - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
    - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph **J.** also does not apply:
  - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
  - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
  - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

**K. Other Person Or Organization**

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.



**ORLAND PARK**  
**PROPOSAL SUMMARY SHEET**  
**RFP #20-032**  
**Municipal Financial Advisory Services**

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Raymond James & Associates, Inc.

Street Address: 550 W Washington Blvd, Suite 1650

City, State, Zip: Chicago, IL 60661

Contact Name: Kevin O'Kelly

Phone: 312-612-7709 Fax: \_\_\_\_\_

E-Mail address: kevin.okelly@raymondjames.com

Proposed Fee Schedule attached  or listed below [ ] included in Section 9.

**G.O. Bond Issue**

Amount	New Money – not to exceed	Refunding – not to exceed
\$5.0 million		
\$10.0 million		
\$20.0 million		

Fees for other related services: \_\_\_\_\_

Signature of Authorized Signee: Kevin O'Kelly

Title: Vice President

Date: October 19, 2020

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.



ORLAND PARK  
CERTIFICATE OF COMPLIANCE

The undersigned Kevin O'Kelly, as Vice President  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Raymond James & Associates, Inc., certifies that:  
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes  No [ ]

Federal Employer I.D.#: 59-1237041  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation Florida 1963  
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes  No [ ]

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes  No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."



4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes  No   
During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (i) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (ii) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (iii) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (iv) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (v) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (vi) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (vii) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract "means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes  No

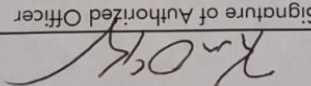
Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department

of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:

  
 \_\_\_\_\_  
 Signature of Authorized Officer  
 \_\_\_\_\_  
 Kevin O'Kelly  
 Name of Authorized Officer  
 \_\_\_\_\_  
 Vice President  
 Title  
 \_\_\_\_\_  
 October 19, 2020  
 Date