

**VILLAGE OF FRANKLIN PARK  
 PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY  
 FOR PASSAGE AT THE VILLAGE BOARD MEETING OF  
 04.20.2026**

<u>Payroll Ending</u>	<u>04.04.2026</u>	<u>TOTALS</u>
Village Portion of Social Security Reg Payroll	\$12,318.77	
Village Portion of Medicare Payroll	\$8,458.29	
Payroll Gross Wages 2.27.26	<u>\$613,923.29</u>	
<b>Total Payroll Expense</b>	<b>634,700.35</b>	<b>\$ 634,700.35</b>
<u>Manual Checks &amp; Wires</u>		
Manual Checks	<u>0.00</u>	
<b>Total Manual Checks</b>		<b>\$ -</b>
<u>ACH Debits</u>		
Health Insurance Premium	0.00	
City of Chicago (Water Payment)	<u>0.00</u>	
<b>Total ACH Debits</b>		<b>\$ -</b>
<u>Payable Vouchers</u>		
Payable Voucher 04-24-2026	<u>942,213.02</u>	
<b>Total Payable Vouchers</b>		<b>\$ <u>942,213.02</u></b>
<b>Grand Total Payments</b>		<b>\$ 1,576,913.37</b>

# Accounts Payable

## Computer Check Proof List by Vendor

User: cperez  
 Printed: 04/16/2026 - 4:01PM  
 Batch: 00224.04.2026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5002	34 PUBLISHING, INC.			Check Sequence: 1	ACH Enabled: False
38323	Design services for April 2026 newsletter	450.00	04/24/2026	10-01-51880	
	Check Total:	450.00			
Vendor: 2615	A.W.E.S.O.M.E. PEST SERVICE INC.			Check Sequence: 2	ACH Enabled: False
8629	Exterminating services, Feb2026	510.00	04/24/2026	10-60-62460	
8629	Rodent Control, Feb2026	100.00	04/24/2026	10-60-62460	
	Check Total:	610.00			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 3	ACH Enabled: False
157558/1	Cylinder propane (reimb)	13.98	04/24/2026	10-30-62050	
157692/1	Cylinder propane (reimb)	52.68	04/24/2026	10-30-62050	
157950/1	Gorilla glue	13.19	04/24/2026	10-30-62060	
157969/1	Vehicle wax	17.58	04/24/2026	10-30-50110	
157996/1	Velcro strips	4.04	04/24/2026	10-30-50110	
158053/1	Cylinder propane (reimb)	39.51	04/24/2026	10-30-62050	
	Check Total:	140.98			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 4	ACH Enabled: False
157955/1	Galv nipples, seal tapes	23.53	04/24/2026	34-01-62815	
157967/1	Hex caps	29.03	04/24/2026	34-01-62815	
158005/1	Propane, trash bags, airwick	61.15	04/24/2026	34-01-62680	
158061/1	Keys cut	17.56	04/24/2026	34-01-62680	
	Check Total:	131.27			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 5	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
157985/1	Keys single cut, brush	21.07	04/24/2026	08-01-89115	
	Check Total:	21.07			
Vendor: 4849 01_526322	Acme Truck Brake Spring break w welded clevis #222	181.50	04/24/2026	Check Sequence: 6 08-01-50090	ACH Enabled: False
	Check Total:	181.50			
Vendor: 0010 106354	ALEXANDER CHEMICAL CORPORATION Chlorine	119.00	04/24/2026	Check Sequence: 7 34-01-62880	ACH Enabled: False
	Check Total:	119.00			
Vendor: 3495 224856	ALEXANDER EQUIPMENT COMPANY Chipper knife kit blades, cover plates	582.35	04/24/2026	Check Sequence: 8 08-01-50090	ACH Enabled: False
	Check Total:	582.35			
Vendor: 7565 1342 1343	ALLIANZ CONSTRUCTION Installation of new commerical metal door and fr Door repairs at the Metra station 9280 Belmont	1,800.00 2,188.20	04/24/2026 04/24/2026	Check Sequence: 9 34-02-62590 10-13-52600	ACH Enabled: False
	Check Total:	3,988.20			
Vendor: 3478 50144 8528	AMERICAN SPEEDY PRINTING Door hangers for public health and welfare 125 copies for Year in Review booklets	128.00 492.00	04/24/2026 04/24/2026	Check Sequence: 10 10-13-52000 10-12-50500	ACH Enabled: False
	Check Total:	620.00			
Vendor: 3465 449965	AMERICANEAGLE.COM, INC. Monthly fee for hosting, hawksearch, retainer ho	535.00	04/24/2026	Check Sequence: 11 10-02-54300	ACH Enabled: False
	Check Total:	535.00			
Vendor: 5952 23734	ARRP TRUCKING & HAULING CO INC State safety lane inspection #ambulance 2	41.50	04/24/2026	Check Sequence: 12 10-30-50110	ACH Enabled: False
	Check Total:	41.50			
Vendor: 2809	ARTISTIC ENGRAVING			Check Sequence: 13	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
27452	3 gold badges and wallets	599.00	04/24/2026	10-20-60331	
	Check Total:	599.00			
Vendor: 7509 287360271129x03	AT&T MOBILITY Multiple single line charges- March	457.50	04/24/2026	Check Sequence: 14 10-02-51200	ACH Enabled: False
	Check Total:	457.50			
Vendor: 0925 3486	BELLWOOD ELECTRIC MOTORS, INC. Service to remove pump #1 from Talbot lift static	4,500.00	04/24/2026	Check Sequence: 15 34-02-50940	ACH Enabled: False
	Check Total:	4,500.00			
Vendor: 5074 5280	BLUDERS TREE SERVICE Removal of large split limb over house	1,250.00	04/24/2026	Check Sequence: 16 10-90-62740	ACH Enabled: False
5281	Tree trimming at 3248 Dora	2,800.00	04/24/2026	10-90-62730	
5292	Safely remove tree and clean up site	2,850.00	04/24/2026	10-90-62730	
	Check Total:	6,900.00			
Vendor: 1609 3603800	BRISTOL HOSE & FITTING Hose repairs, connectors	62.89	04/24/2026	Check Sequence: 17 08-01-50090	ACH Enabled: False
	Check Total:	62.89			
Vendor: 0503 184561	BUILDERS ASPHALT, LLC UPM with delivery	4,049.25	04/24/2026	Check Sequence: 18 10-90-62600	ACH Enabled: False
	Check Total:	4,049.25			
Vendor: 0416 2402	C.O.P.S & F.I.R.E PERSONALTESTING SERVICE, INC. Law Enforcement testing	2,700.00	04/24/2026	Check Sequence: 19 10-40-62260	ACH Enabled: False
	Check Total:	2,700.00			
Vendor: 1664 IN05800172	CCP INDUSTRIES Hard roll towels	433.22	04/24/2026	Check Sequence: 20 34-01-62680	ACH Enabled: False
	Check Total:	433.22			
Vendor: 7750	CHARGED-UP K9 LLC			Check Sequence: 21	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
INV0035	Boarding services for K9 unit- 6 days	510.00	04/24/2026	10-20-57000	
	Check Total:	510.00			
Vendor: 2804	Chicago Parts & Sound Enterprises			Check Sequence: 22	ACH Enabled: False
40V0118328	Battery #485	165.95	04/24/2026	08-01-50030	
40V0118328	Battery chipper #1	165.95	04/24/2026	08-01-50090	
40V0118328	Battery #801	99.32	04/24/2026	08-01-50020	
40V0120021	Battery DEK ETX14 #883	94.00	04/24/2026	08-01-50020	
40V0120021	Battery 94RH AGM #890	196.95	04/24/2026	08-01-50020	
40V0120021	Battery 94RH AGM #483	196.95	04/24/2026	08-01-50030	
40V0120021	Battery OPT DH6 #883	258.00	04/24/2026	08-01-50020	
	Check Total:	1,177.12			
Vendor: 4252	CHICAGO SPENCE TOOL & RUBBER			Check Sequence: 23	ACH Enabled: False
1311440-01	Lockwashers	44.21	04/24/2026	08-01-89115	
	Check Total:	44.21			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, LTD.			Check Sequence: 24	ACH Enabled: False
15	Front st/Carnation St connector & Front/Ernst	3,633.15	04/24/2026	52-01-82800	
61H14-44	Franklin Ave Phase III engineering 3/1-3/28/26	11,758.57	04/24/2026	65-10-54600	
	Check Total:	15,391.72			
Vendor: 1474	CITY HALL TECHNOLOGIES, INC			Check Sequence: 25	ACH Enabled: False
176	Email delivery services for e-newsletter and tech	5,250.00	04/24/2026	10-01-51880	
	Check Total:	5,250.00			
Vendor: 3644	COMCAST			Check Sequence: 26	ACH Enabled: False
0141239 Mar26	Cable TV for streets for April	4.62	04/24/2026	10-02-51200	
0155544 Apr26	VPN connction for VH for April	242.60	04/24/2026	10-02-51200	
0167317 Mar26	Cable TV for PD for April	145.80	04/24/2026	10-20-52600	
0310503 Apr26	Cable TV for VH for April	258.73	04/24/2026	10-02-51200	
	Check Total:	651.75			
Vendor: 5257	COMED			Check Sequence: 27	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4123337000 Mar	3200 Mannheim 4123337000 2/17-3/18/26	55.68	04/24/2026	10-50-62330	
	Check Total:	55.68			
Vendor: 1331	COMPASS MINERALS			Check Sequence: 28	ACH Enabled: False
1646053	Hwy deicing rock salt	48,363.84	04/24/2026	19-01-62650	
1646625	Hwy deicing rock salt	16,655.52	04/24/2026	19-01-62650	
1646918	Hwy deicing rock salt	1,409.86	04/24/2026	19-01-62650	
	Check Total:	66,429.22			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 29	ACH Enabled: False
Y764789	Copper USA	2,959.00	04/24/2026	34-01-88910	
	Check Total:	2,959.00			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 30	ACH Enabled: False
347948	Hydrant meter forms	245.00	04/24/2026	34-01-51800	
	Check Total:	245.00			
Vendor: 1071	COZEN O'CONNOR			Check Sequence: 31	ACH Enabled: False
15013454	Lobbyist services, April2026	7,500.00	04/24/2026	10-12-67560	
	Check Total:	7,500.00			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 32	ACH Enabled: False
0000438300	Switches	453.00	04/24/2026	09-01-64000	
	Check Total:	453.00			
Vendor: 1755	E. HOFFMAN, INC.			Check Sequence: 33	ACH Enabled: False
32203	Mixed load spoils hauled out	3,355.00	04/24/2026	34-02-63070	
32203	Mixed load spoils hauled out	3,355.00	04/24/2026	34-01-62860	
32208	Mixed load spoils hauled out	2,745.00	04/24/2026	34-01-62860	
32208	Mixed load spoils hauled out	2,745.00	04/24/2026	34-02-63070	
	Check Total:	12,200.00			
Vendor: 5498	EFAX CORPORATE			Check Sequence: 34	ACH Enabled: False
5975204	Efax software for HR- March	34.99	04/24/2026	10-02-54200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	34.99			
Vendor: 6002 ESS3802	ELECTRONIC SECURITY SOLUTIONS, INC. Service and maint April2026	350.00	04/24/2026	Check Sequence: 35 41-01-63220	ACH Enabled: False
	Check Total:	350.00			
Vendor: 3278 00332251	ELEVATOR INSPECTION SERVICES 3400 Rosc- inspection	160.00	04/24/2026	Check Sequence: 36 10-13-60550	ACH Enabled: False
	Check Total:	160.00			
Vendor: 4446 34295 34296	EMERGENCY VEHICLE SERVICE INC Repairs E-2 Repairs E-2	1,287.94 750.23	04/24/2026 04/24/2026	Check Sequence: 37 10-30-50110 10-30-50110	ACH Enabled: False
	Check Total:	2,038.17			
Vendor: 3210 041326	ENTERTAINMENT MANAGEMENT GROUP Final pymt for Entertainment Fest2026	22,500.00	04/24/2026	Check Sequence: 38 10-61-69561	ACH Enabled: False
	Check Total:	22,500.00			
Vendor: 5866 040726	E-TECH TRADING , LLC Electronic recycling	714.75	04/24/2026	Check Sequence: 39 09-01-64000	ACH Enabled: False
	Check Total:	714.75			
Vendor: 4788 0545030-1 0545310 0545865 0547987 0547993 0547994	FERGUSON WATERWORKS #2516 Flange sets, Neptune fees Flange sets, Neptune fees Nuts, gaskets, bolts Meter flg gaskets, flg kits, nuts Meter flg gaskets Meter flanges kits	5,129.86 10,537.10 797.73 2,314.70 363.05 458.40	04/24/2026 04/24/2026 04/24/2026 04/24/2026 04/24/2026 04/24/2026	Check Sequence: 40 34-01-62835 34-01-62835 34-01-62835 34-01-62835 34-01-62835 34-01-62835	ACH Enabled: False
	Check Total:	19,600.84			
Vendor: 7583 129056640	FIRST COMMUNICATIONS LLC April phone bill	3,452.83	04/24/2026	Check Sequence: 41 10-02-51200	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	3,452.83			
Vendor: 7711 13964	FLY ME FLAG Flags	6,906.00	04/24/2026	Check Sequence: 42 10-90-62610	ACH Enabled: False
	Check Total:	6,906.00			
Vendor: 0080 62907	FRANKLIN PARK BUILDING MATERIAL Large rockface	90.00	04/24/2026	Check Sequence: 43 10-90-62660	ACH Enabled: False
	Check Total:	90.00			
Vendor: 3660 1654	G & J MASONARY Stone wall damaged due to accident (ins)	2,430.00	04/24/2026	Check Sequence: 44 10-32-62195	ACH Enabled: False
	Check Total:	2,430.00			
Vendor: 3082 040926	LUDY GERARDI Final pymt for 2 facepainters for FP Fest 2026	800.00	04/24/2026	Check Sequence: 45 10-61-69561	ACH Enabled: False
	Check Total:	800.00			
Vendor: 7590 09-5004429	GFT INC Preliminary Engineering for Underpass Coord 1/	190,351.27	04/24/2026	Check Sequence: 46 65-10-87000	ACH Enabled: False
	Check Total:	190,351.27			
Vendor: 1555 48462 48500	H&H ELECTRIC COMPANY Traffic signal maint- 25th and Fullerton Traffic signal cont main- various locations	298.33 1,177.67	04/24/2026 04/24/2026	Check Sequence: 47 10-90-62690 10-90-62690	ACH Enabled: False
	Check Total:	1,476.00			
Vendor: 4575 04726	LUIS HERNANDEZ Reimb for supplies for employee's farewell	204.35	04/24/2026	Check Sequence: 48 34-01-52060	ACH Enabled: False
	Check Total:	204.35			
Vendor: 5563 19564 19569	HIGH STAR TRAFFIC Railroad crossings signs School symbol signs, Arrow signs	2,354.40 2,519.30	04/24/2026 04/24/2026	Check Sequence: 49 10-90-62610 10-90-62610	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	4,873.70			
Vendor: 5204	HILL MECHANICAL GROUP			Check Sequence: 50	ACH Enabled: False
20043139	Rig room heater repairs	2,158.84	04/24/2026	10-30-62040	
20043156	Station 2 boiler repair	834.40	04/24/2026	10-30-62050	
	Check Total:	2,993.24			
Vendor: 1929	HOLIDAY OUTDOOR DECOR.			Check Sequence: 51	ACH Enabled: False
INV23850	Bracket kits with black bands	1,949.50	04/24/2026	10-90-62600	
	Check Total:	1,949.50			
Vendor: 4004	HOME DEPOT CREDIT SERVICES			Check Sequence: 52	ACH Enabled: False
2901861	Supplies	111.55	04/24/2026	10-30-62050	
3392047	Supplies	328.00	04/24/2026	10-30-62050	
	Check Total:	439.55			
Vendor: 7612	IMAGETEC			Check Sequence: 53	ACH Enabled: False
INV2062	Copier page counts for all copiers Feb	743.54	04/24/2026	10-02-80001	
INV3267	Copier page counts for all copiers March	1,004.31	04/24/2026	10-02-80001	
	Check Total:	1,747.85			
Vendor: 0666	INDIANA HARBOR BELT RAILROAD			Check Sequence: 54	ACH Enabled: False
016582	Permit to construct & maintain a sewer under IH	359.88	04/24/2026	34-02-63070	
	Check Total:	359.88			
Vendor: 4909	JC SZABO & ASSOCIATES			Check Sequence: 55	ACH Enabled: False
140	Consulting services Mar2026	800.00	04/24/2026	10-72-62557	
	Check Total:	800.00			
Vendor: 3560	JOHN SAKASH, COMPANY INC			Check Sequence: 56	ACH Enabled: False
499535	Chain shackles	72.00	04/24/2026	10-90-82630	
499540	Low headroom lifting beam, alloy mechanical ch	3,941.40	04/24/2026	10-90-82630	
	Check Total:	4,013.40			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0041	JOSEPH MCLOUGHLIN			Check Sequence: 57	ACH Enabled: False
1853 April2026	9451 Belmont March 2026 Spring clean up	1,775.00	04/24/2026	10-90-86000	
1853 April2026	Rose and Franklin March 2026 Spring clean up	600.00	04/24/2026	10-90-86000	
1853 April2026	Train station March 2026 Spring clean up	600.00	04/24/2026	41-01-63210	
1853 April2026	Joesph Thomas Park March 2026 Spring clean up	250.00	04/24/2026	10-90-88880	
1853 April2026	3019 Rose parking lot March 2026 Spring clean	800.00	04/24/2026	34-01-86000	
1853 April2026	9500 Belmont March 2026 Spring clean up	250.00	04/24/2026	10-90-86000	
1853 April2026	Utility dept March 2026 Spring clean up	1,500.00	04/24/2026	34-01-86000	
1853 April2026	Garra underpass March 2026 Spring clean up	750.00	04/24/2026	10-90-62600	
1853 April2026	Veterans Memorial March 2026 Spring clean up	375.00	04/24/2026	10-90-69590	
1853 April2026	Miller Park Addison St March 2026 Spring clean	275.00	04/24/2026	10-90-86000	
1853 April2026	Leyden news agency March 2026 Spring clean u	425.00	04/24/2026	10-90-86000	
1853 April2026	Field south of Garra underpass March 2026 Sprin	800.00	04/24/2026	10-90-62600	
1853 April2026	9545 Belmont March 2026 Spring clean up	1,250.00	04/24/2026	34-01-86000	
1853 April2026	B12 B13 March 2026 Spring clean up	450.00	04/24/2026	10-90-87610	
	Check Total:	10,100.00			
Vendor: 5570	KIESLER'S POLICE SUPPLY INC			Check Sequence: 58	ACH Enabled: False
IN278896	Ammo	655.20	04/24/2026	10-20-60610	
	Check Total:	655.20			
Vendor: 0370	KODA AUTO ELECTRONICS			Check Sequence: 59	ACH Enabled: False
3712	Tac 2022 Chevy under cover antenna	703.82	04/24/2026	10-20-50300	
	Check Total:	703.82			
Vendor: 7700	KRAZE AUTO DETAILING			Check Sequence: 60	ACH Enabled: False
2026-04-01	Detailing of squads marked and unmarked	700.00	04/24/2026	10-20-50300	
	Check Total:	700.00			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 61	ACH Enabled: False
5325	Replacement of reinforced street opening due to	3,620.00	04/24/2026	34-02-63070	
5327	Replacement of reinforced storm sewer & indust	5,660.00	04/24/2026	34-02-63070	
5328	Replacement of reinforced sec of parking lot	2,800.00	04/24/2026	34-02-63070	
5329	Replacement of reinforced street opening due to	4,370.00	04/24/2026	34-01-62860	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5330	Replacement of reinforced street opening due to	3,300.00	04/24/2026	34-01-62860	
5332	Replacement of reinforced street	4,580.00	04/24/2026	34-02-63070	
	Check Total:	24,330.00			
Vendor: 5590	LARRY'S PLUMBING & ELECTRICAL GENERAL			Check Sequence: 62	ACH Enabled: False
25020	Toliets leaking in lobby bathroom	627.00	04/24/2026	10-20-52600	
	Check Total:	627.00			
Vendor: 3819	LEAF			Check Sequence: 63	ACH Enabled: False
20012669	Copier rental for April	1,322.28	04/24/2026	10-02-80001	
	Check Total:	1,322.28			
Vendor: 7078	LECHNER SERVICES			Check Sequence: 64	ACH Enabled: False
3616917	Carpet service	32.20	04/24/2026	10-20-52600	
3622064	Carpet service	32.20	04/24/2026	10-20-52600	
3629958	Carpet service	79.75	04/24/2026	10-13-52800	
3632794	Carpet service	32.20	04/24/2026	10-20-52600	
3632795	Carpet service	79.75	04/24/2026	10-13-52800	
3635068	Carpet service	32.20	04/24/2026	10-20-52600	
3635069	Carpet service	79.75	04/24/2026	10-13-52800	
3637880	Carpet service	32.20	04/24/2026	10-20-52600	
3637881	Carpet service	79.75	04/24/2026	10-13-52800	
	Check Total:	480.00			
Vendor: 0059	M.E. SIMPSON, CO., INC.			Check Sequence: 65	ACH Enabled: False
46268	61.5 miles of water main surveyed	18,142.50	04/24/2026	34-01-62860	
46278	21 valves assessed	1,302.00	04/24/2026	34-01-62860	
46279	Meters tested and repaired	572.91	04/24/2026	34-01-62815	
	Check Total:	20,017.41			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 66	ACH Enabled: False
INV-0000	Spanish translation- April 2026 newsletter	198.00	04/24/2026	10-01-51880	
	Check Total:	198.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 67	ACH Enabled: False
12903	Potting mix, planters, seeds, bush	156.14	04/24/2026	10-90-62715	
12980	Sledge handle, wood glue	20.95	04/24/2026	08-01-89115	
	Check Total:	177.09			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 68	ACH Enabled: False
263489A	Support wheels, wheel gaskets	1,025.00	04/24/2026	34-01-62860	
263489A-1	Inside assembly WB-67	5,364.00	04/24/2026	34-01-62860	
263760A	Comp NLs	1,232.40	04/24/2026	34-01-62860	
	Check Total:	7,621.40			
Vendor: 6363	EDWARD C. MILLEA			Check Sequence: 69	ACH Enabled: False
033026	Reimb for CCCDI license renewal	132.00	04/24/2026	34-01-52000	
	Check Total:	132.00			
Vendor: 2488	MOHR OIL COMPANY			Check Sequence: 70	ACH Enabled: False
464343	Fuel	21,068.96	04/24/2026	10-90-50200	
464343	Fuel	3,971.74	04/24/2026	34-02-50200	
464343	Fuel	3,582.05	04/24/2026	34-01-50200	
464343	Fuel	8,846.49	04/24/2026	10-30-50200	
	Check Total:	37,469.24			
Vendor: 0329	MONROE TRUCK EQUIPMENT			Check Sequence: 71	ACH Enabled: False
60612	Cylinder for Truck #220 street dept	5,503.59	04/24/2026	08-01-50090	
	Check Total:	5,503.59			
Vendor: 2106	MUNICIPAL MANAGEMENT SERVICES, INC.			Check Sequence: 72	ACH Enabled: False
26-99890	Services for April 2026	26,247.44	04/24/2026	10-20-60400	
	Check Total:	26,247.44			
Vendor: 4521	NICOR			Check Sequence: 73	ACH Enabled: False
00421665753 Mar	9800 Franklin 00421665753 2/24-3/25/26	77.79	04/24/2026	10-90-62940	
21793372844 Mar	3204 Rose 21793372844 2/24-3/25/26	326.91	04/24/2026	10-90-62940	
45671900004 Mar	9535 Belmont 45671900004 2/24-3/25/26	352.55	04/24/2026	34-01-62940	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
50771900003 Mar	9300 Belmont 50771900003 2/24-3/25/26	1,390.48	04/24/2026	34-01-62940	
83226800007 Mar	10920 King 83226800007 2/27-3/30/26	443.45	04/24/2026	34-01-62940	
87873543729 Mar	9320 Belmont 87873543729 2/24-3/25/26	144.01	04/24/2026	34-01-62940	
	Check Total:	2,735.19			
Vendor: 2107	NORCOMM PUBLIC SAFETY COMM., INC.			Check Sequence: 74	ACH Enabled: False
25-192269-1	Difference in pymt due based of contract June202	2,751.36	04/24/2026	10-14-40220	
25-235482-1	Difference in pymt due based of contract July202	2,751.36	04/24/2026	10-14-40220	
25-286193-1	Difference in pymt due based of contract August	2,751.36	04/24/2026	10-14-40220	
25-328514-1	Difference in pymt due based of contract Sept202	2,751.36	04/24/2026	10-14-40220	
25-374336-1	Difference in pymt due based of contract Oct202	2,751.36	04/24/2026	10-14-40220	
25-421819-1	Difference in pymt due based of contract Nov202	2,751.36	04/24/2026	10-14-40220	
25-470390-1	Difference in pymt due based of contract Dec202	2,751.36	04/24/2026	10-14-40220	
25-518362-1	Difference in pymt due based of contract Jan202	2,751.36	04/24/2026	10-14-40220	
26-53721	Emergency dispatch services, Mar2026	71,535.47	04/24/2026	10-14-40220	
26-5566	Emergency dispatch services, Feb2026	71,535.47	04/24/2026	10-14-40220	
	Check Total:	165,081.82			
Vendor: 2202	NORTHEASTERN IL. PUBLIC			Check Sequence: 75	ACH Enabled: False
102615162	Basic Operations FF Academy TC	5,950.00	04/24/2026	10-30-52001	
102615173	Basic Operations FF Academy DS	5,950.00	04/24/2026	10-30-52001	
	Check Total:	11,900.00			
Vendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 76	ACH Enabled: False
153741	Uniforms	338.00	04/24/2026	10-30-40806	
153742	Uniforms	89.00	04/24/2026	10-30-40806	
153743	Uniforms	418.00	04/24/2026	10-30-40806	
	Check Total:	845.00			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 77	ACH Enabled: False
3398-186377	Credit	-24.20	04/24/2026	08-01-50034	
3398-210403	Stabilizer #216	71.20	04/24/2026	08-01-50034	
	Check Total:	47.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2249	ORKIN			Check Sequence: 78	ACH Enabled: False
295005714	Weekly services	330.00	04/24/2026	10-60-62460	
295005715	Weekly services	330.00	04/24/2026	10-60-62460	
295006735	Weekly services	330.00	04/24/2026	10-60-62460	
	Check Total:	990.00			
Vendor: 5060	PITNEY BOWES INC			Check Sequence: 79	ACH Enabled: False
1029214430	Ink for postage meter	189.00	04/24/2026	10-01-50930	
1029249903	Supplies for postage meter	322.02	04/24/2026	10-01-50930	
	Check Total:	511.02			
Vendor: 2286	RUDOLPH REPA			Check Sequence: 80	ACH Enabled: False
040825	Reimb of pymt of ITIA spring conf hotel April 2	333.50	04/24/2026	10-12-53150	
	Check Total:	333.50			
Vendor: 4552	REPUBLIC SERVICES #551			Check Sequence: 81	ACH Enabled: False
0551-016477460	Scavenger services, March2026	153,098.70	04/24/2026	09-01-64010	
	Check Total:	153,098.70			
Vendor: 5408	RESTORE CONSTRUCTION, INC.			Check Sequence: 82	ACH Enabled: False
2156	Board up at 3306 Rose st	321.00	04/24/2026	10-20-62170	
	Check Total:	321.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 83	ACH Enabled: False
157604	Janitorial supplies	237.51	04/24/2026	10-20-52600	
157646	Janitorial services VH, PW 3/2-3/15/26	1,381.80	04/24/2026	10-13-52600	
157646	Janitorial services PD 3/2-3/15/26	1,631.33	04/24/2026	10-20-52600	
177248	Janitorial services VH, PW 3/16-3/29/26	1,381.80	04/24/2026	10-13-52600	
177248	Janitorial services PD 3/16-3/29/26	1,631.33	04/24/2026	10-20-52600	
	Check Total:	6,263.77			
Vendor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 84	ACH Enabled: False
SPI21487400	Chain loops	261.94	04/24/2026	10-90-82630	
SPI21501823	Oil filters #standard lawn mowers	35.97	04/24/2026	08-01-50020	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	297.91			
Vendor: 1999	SAFEBUILT, LLC			Check Sequence: 85	ACH Enabled: False
3530713	Bldg dept official monthly signature- March2026	530.93	04/24/2026	10-13-40100	
3548097	Third party plan review fees March 2026	2,194.50	04/24/2026	10-13-40100	
	Check Total:	2,725.43			
Vendor: 2012	Sarah's Pony Rides Inc			Check Sequence: 86	ACH Enabled: False
041026	Final pymt for petting zoo & pony rides FP Fest :	1,075.00	04/24/2026	10-61-69561	
	Check Total:	1,075.00			
Vendor: 3498	SE3, LLC			Check Sequence: 87	ACH Enabled: False
02304002-6	Professional services from 7/25/25-8/31/25 Wolf	3,102.40	04/24/2026	65-10-84500	
02304002-8	Professional services from 9/1/25-2/28/26 Wolf	15,247.09	04/24/2026	65-10-84500	
	Check Total:	18,349.49			
Vendor: 1899	SERVICE SANITATION, INC.			Check Sequence: 88	ACH Enabled: False
9308277	Portable restroom services	190.68	04/24/2026	10-90-62600	
	Check Total:	190.68			
Vendor: 1630	SHERMAN MECHANICAL			Check Sequence: 89	ACH Enabled: False
J026218	Replace pressure switch in boiler	3,249.00	04/24/2026	10-20-52600	
	Check Total:	3,249.00			
Vendor: 4504	SITEONE LANDSCAPE SUPPLY			Check Sequence: 90	ACH Enabled: False
164436237-001	Seed mixtures (qty 5)	792.34	04/24/2026	10-90-62715	
	Check Total:	792.34			
Vendor: 3739	SMG SECURITY SYSTEMS, INC.			Check Sequence: 91	ACH Enabled: False
226838	Repair equipment	905.00	04/24/2026	10-02-51150	
	Check Total:	905.00			
Vendor: 2961	S-NET COMMUNICATIONS INC			Check Sequence: 92	ACH Enabled: False
307850	March phone bill	1.03	04/24/2026	10-02-51200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1.03			
Vendor: 6228 52518	SOIL AND MATERIAL CONSULTANTS, INC Pavement cores for 2026 Resurfacing project	9,100.00	04/24/2026	Check Sequence: 93 65-10-83000	ACH Enabled: False
	Check Total:	9,100.00			
Vendor: 3223 904157101	STATE INDUSTRIAL PRODUCTS Supplies	194.25	04/24/2026	Check Sequence: 94 34-01-52200	ACH Enabled: False
	Check Total:	194.25			
Vendor: 1565 8013819348	STERICYCLE, INC Monthly expense	25.97	04/24/2026	Check Sequence: 95 10-20-60630	ACH Enabled: False
	Check Total:	25.97			
Vendor: 3221 251270	STRATUS NETWORKS Fiber line to PD, FD, pump house, VH April	4,120.00	04/24/2026	Check Sequence: 96 10-02-51200	ACH Enabled: False
	Check Total:	4,120.00			
Vendor: 0183 98552	SUBURBAN WELDING & STEEL, LLC Labor to do misc repairs to truck #201	1,067.26	04/24/2026	Check Sequence: 97 08-01-50090	ACH Enabled: False
	Check Total:	1,067.26			
Vendor: 2341 IRIS0000158564	T2 SYSTEMS CANADA INC Digital IRIS srvc for two machines April2026	100.00	04/24/2026	Check Sequence: 98 41-01-63220	ACH Enabled: False
	Check Total:	100.00			
Vendor: 1505 04126	THE JORDAN GROUP March 2026 public affairs, mrkt, PR	6,000.00	04/24/2026	Check Sequence: 99 10-01-51880	ACH Enabled: False
	Check Total:	6,000.00			
Vendor: 3351 853408178	THOMSON REUTERS - WEST April monthly billing	274.65	04/24/2026	Check Sequence: 100 10-20-60560	ACH Enabled: False
	Check Total:	274.65			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5342 148468	TRI-ANGLE SCREEN PRINT Village hat for inspectional services	45.00	04/24/2026	Check Sequence: 101 10-13-52000	ACH Enabled: False
	Check Total:	45.00			
Vendor: 5041 206057916 206218884	ULINE SHIPPING SUPPLY SPECIALISTS Station supplies Station supplies	569.89 94.71	04/24/2026 04/24/2026	Check Sequence: 102 10-30-62030 10-30-62030	ACH Enabled: False
	Check Total:	664.60			
Vendor: 5425 6139546496 6139546496 6139546497 6139546498 6139546498	VERIZON WIRELESS Monthly cell phone charges water dept- March # Monthly cell phone charges VOFP gen- March # Monthly parking meter charges Metra- March #9 Monthly tablet charges for Admin- March #9804 Monthly tablet charges for water dept- March #9	1,107.70 1,491.64 72.02 100.10 156.13	04/24/2026 04/24/2026 04/24/2026 04/24/2026 04/24/2026	Check Sequence: 103 34-01-80500 10-02-80300 41-01-65000 10-02-80300 34-01-80500	ACH Enabled: False
	Check Total:	2,927.59			
Vendor: 1299 17582352	W.S. DARLEY & COMPANY Hose appliances	1,322.60	04/24/2026	Check Sequence: 104 10-30-62010	ACH Enabled: False
	Check Total:	1,322.60			
Vendor: 0351 6094264-0	WAREHOUSE DIRECT Two office chairs for conference room	1,898.00	04/24/2026	Check Sequence: 105 10-01-80600	ACH Enabled: False
	Check Total:	1,898.00			
Vendor: 0788 40096426	WENTWORTH TIRE SERVICE Tire disposal by recycler (40 @ \$5each)	200.00	04/24/2026	Check Sequence: 106 09-01-64000	ACH Enabled: False
	Check Total:	200.00			
	Total for Check Run:	942,213.02			
	Total of Number of Checks:	106			

# Partnership Presentation

# Franklin Park, IL

Powered by Placer.ai



ACCOUNT EXECUTIVE

## Meet Matt Verdun

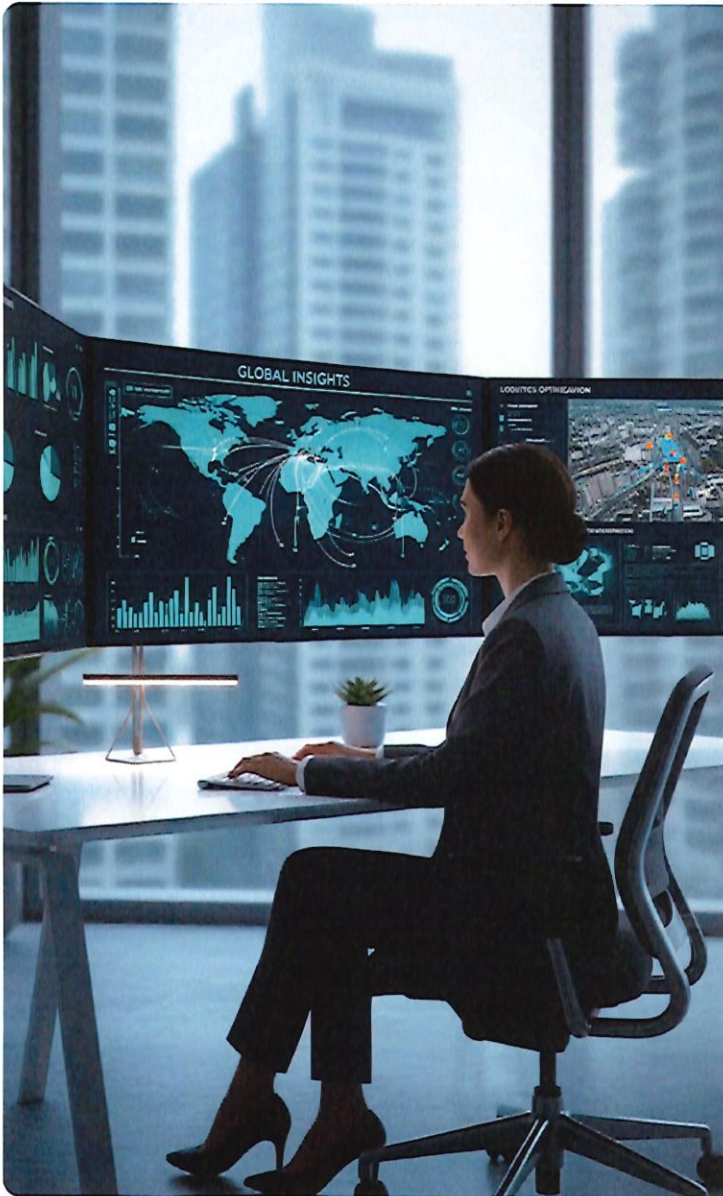
### Matt Verdun

Account Executive, Placer.ai

4 Years of Location Intelligence  
Experience

Matt Verdun is a location intelligence professional dedicated to helping municipalities, economic development teams, and commercial real estate professionals make smarter, data-driven decisions.

He specializes in **municipal economic development, retail analytics, and site selection** across Illinois and the greater Midwest — partnering with village boards and EDOs to translate foot traffic data into actionable strategy.



PLATFORM OVERVIEW

# What Is Placer.ai?

The World's Most Powerful Location Intelligence Platform — trusted by thousands of retail brands, commercial real estate firms, municipalities, and economic development organizations across the United States.

## What Placer.ai Measures

- Foot traffic volume and trends (daily, weekly, monthly, year-over-year)
- Visitor demographics: age, income, education, ethnicity, household size
- Trade area mapping: where visitors come from by ZIP code
- Cross-shopping behavior: what other places visitors frequent
- Competitive benchmarking: how a location compares to competitors
- Dwell time: how long visitors stay at a location

## Who Uses Placer.ai

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**Municipalities & EDOs**

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**CRE Developers & Brokers**

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**Retail Chains & Restaurants**

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**Financial Analysts & Investors**

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**Urban Planners & Government**

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TRUST & COMPLIANCE

# Placer.ai's Commitment to Privacy

Privacy Is a Bedrock Principle — Not an Afterthought. Placer.ai was built from the ground up with privacy at its core, delivering powerful location intelligence without ever compromising individual consumer privacy.

## **No PII**

All data is stripped of personal identifiers before entering Placer's systems

## **Privacy by Design**

Only sources data from apps requiring affirmative opt-in consent from users

## **K-Anonymity of 50**

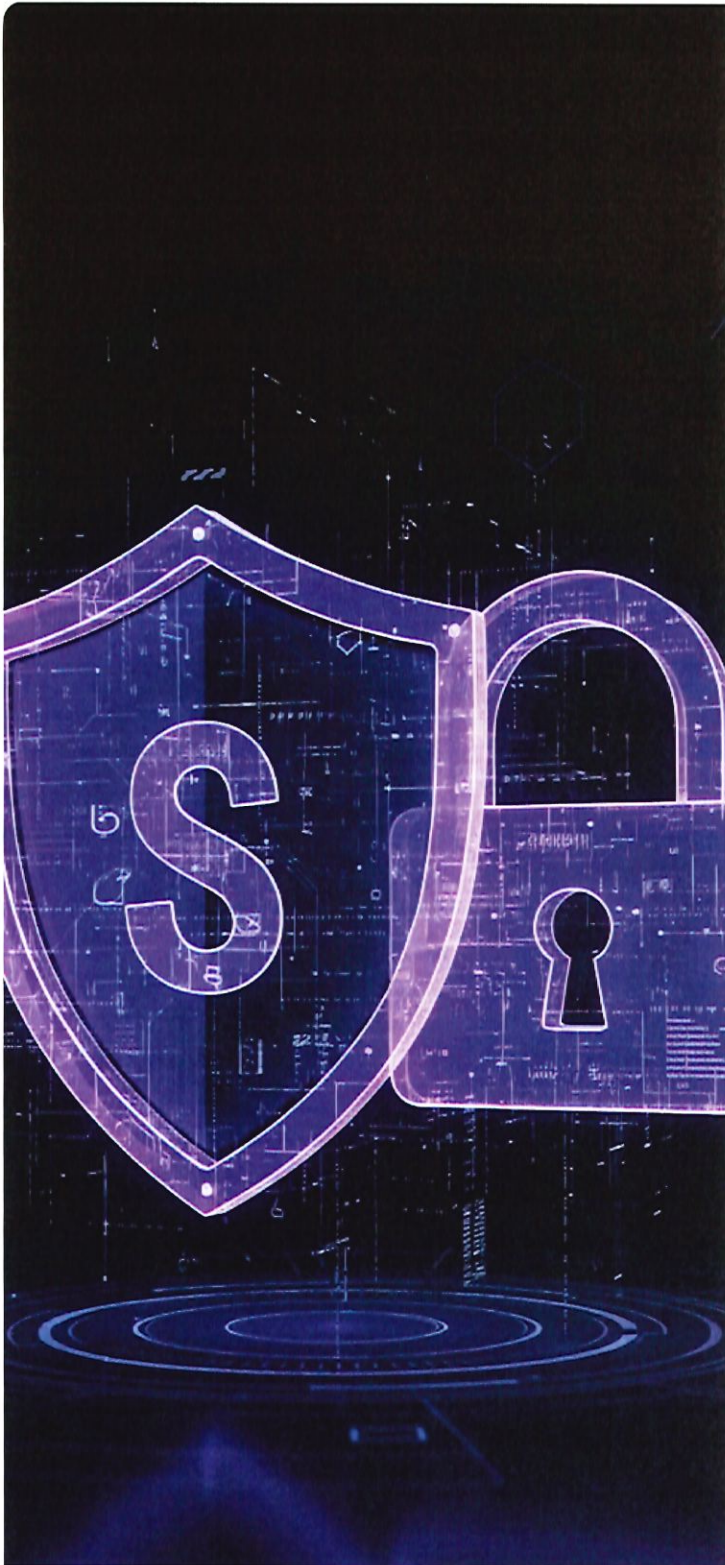
Every data point represents a minimum of 50 unique devices — no individual can be identified

## **SOC 2 Type II**

Enterprise-grade security, end-to-end encryption, and full compliance certification



Learn more at [placer.ai/company/trust-center](https://placer.ai/company/trust-center) — Placer has never sold user-level data and never will.



# Why Placer.ai for Franklin Park?

Placer.ai gives the Village of Franklin Park the tools to understand exactly how residents and visitors interact with local commercial corridors — and what it takes to attract new investment, fill vacancies, and grow the tax base.

## Retail Void Analysis

Identify which retail categories are underserved in the market and present gaps as opportunities

## Site Selection Support

Help prospective tenants and developers evaluate locations with confidence using verified data

## Downtown Revitalization

Measure foot traffic trends before and after improvements to quantify real impact

## TIF District Analysis

Quantify economic activity and demonstrate ROI to stakeholders and bond issuers

## Business Recruitment

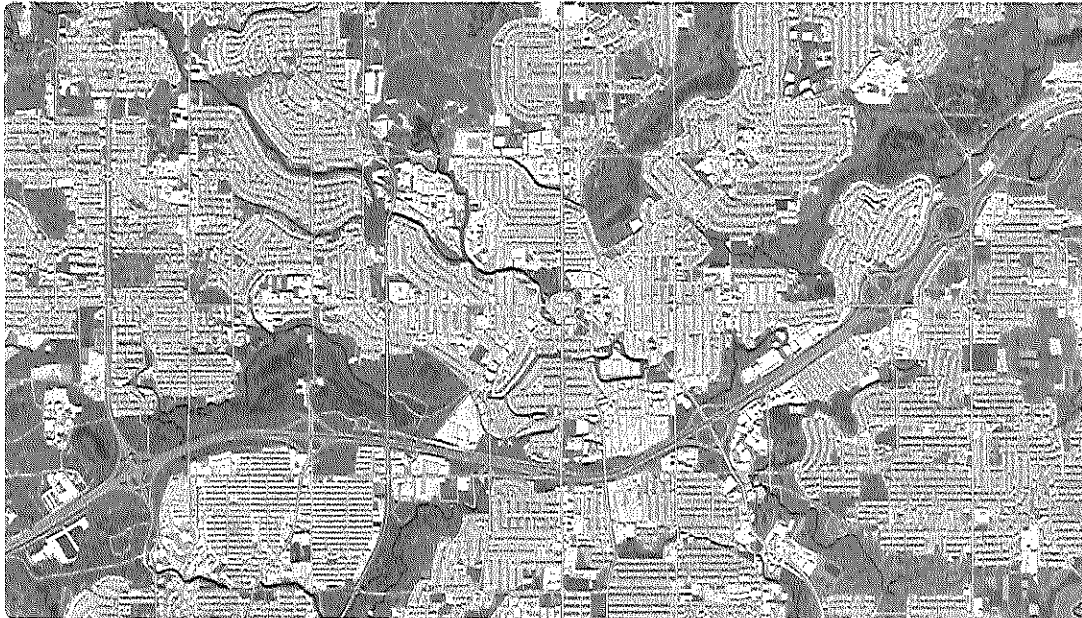
Arm the village with compelling data to attract new businesses and fill vacancies

## Grant Applications

Support funding requests with verified, third-party foot traffic data

# Current Placer.ai Civic Customers Near Franklin Park

Franklin Park would be joining a growing network of neighboring communities already leveraging Placer.ai to drive economic development, attract investment, and make smarter planning decisions.



## Trusted by Communities Within 10 Miles

### Village of Bensenville, IL

Approximately **4 miles** from Franklin Park

### Village of Niles, IL

Approximately **8 miles** from Franklin Park

### Village of Morton Grove, IL

Approximately **9 miles** from Franklin Park

✓ Franklin Park would join a regional network of data-driven communities using

PROPERTY INTELLIGENCE

# Grand Plaza Shopping Center: Foot Traffic Overview

10205 Grand Ave, Franklin Park, IL 60131

## Property Snapshot

**~1.51M**

Total Annual Visits

**~125,600**

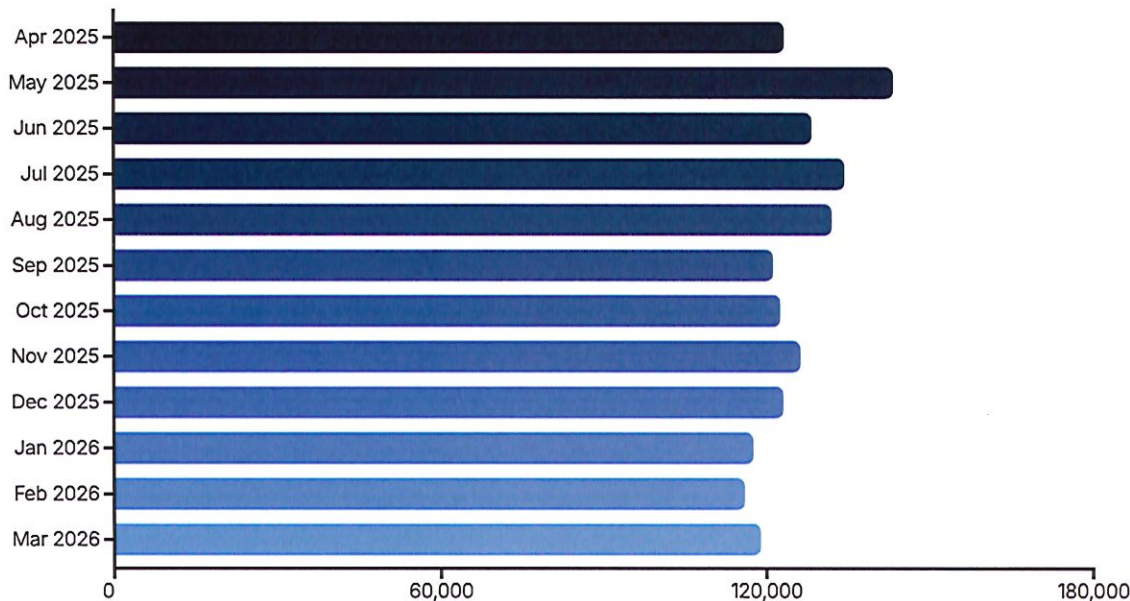
Average Monthly Visits

**May 2025**

Peak Month — 143,372 visits

**-6.7%**

Year-Over-Year Trend





**Two Active Vacancies:**

29,000 sq ft + 38,314 sq ft =  
67,314 sq ft total available

VISITOR INTELLIGENCE

# Grand Plaza: Visitor Demographics & Trade Area

## Who Is Shopping at Grand Plaza?

### Ethnicity

53% Hispanic, 33.7% White

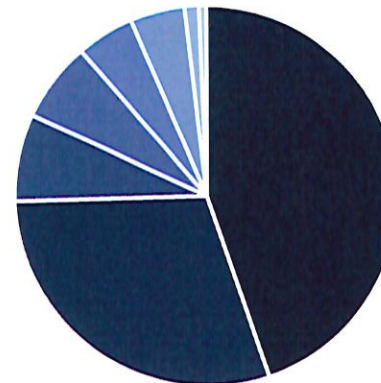
### Top Household Income

\$100K–\$125K (12.2%), \$125K–\$150K (8.6%)

### Dominant Age Groups

Ages 5–14 (10.0%), Ages 35–45 (14.2%)

## Trade Area — Where Visitors Come From



- 60131 Franklin Park
- 60164 Melrose Park
- 60176 Schiller Park
- 60171 River Grove
- 60707 Elmwood Park
- 60160 Melrose Park

## Family Profile

Married (44.9%), Never Married (41.5%) — strong family-oriented base

## Education

High School Graduate (30.8%),  
Some College (20.7%)

60634  
Chicago/Dunning

60165 Stone Park

**i** Top 3 ZIP codes account for **82% of all traffic** — a highly concentrated, hyper-local trade area.

### RETAIL VOID ANALYSIS

# Retail Void Analysis: Grand Plaza Vacancies

Two Active Vacancies — 67,314 Total Sq Ft Available | Vacancy 1: 29,000 sq ft | Vacancy 2: 38,314 sq ft

1

## Specialty Grocer

Vacancy 1 — 29,000 sq ft

Trader Joe's or Sprouts Farmers Market. Strong demand from \$100K+ HHI households. No direct competitor in the immediate trade area. Aligns with health-conscious family demographic.

## Fitness Retailer

Vacancy 1 — 29,000 sq ft

- 2** Planet Fitness. High demand in middle-income family markets. Proven performer in similar Hispanic family demographics. Typically occupies 15,000–25,000 sq ft — ideal size fit.
- 

**Upscale Home Goods**

- 3** Vacancy 2 — 38,314 sq ft

HomeGoods or Tuesday Morning. Aligns with family-oriented mid-to-upper income shopper profile. Limited competition within 3 miles.

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**Experiential Big Box**

- 4** Vacancy 2 — 38,314 sq ft

Five Below or Burlington. Strong fit for value-oriented Hispanic family demographic. Drives cross-shopping and increases dwell time for the entire center.

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**Discount Apparel**

- 5** Vacancy 2 — 38,314 sq ft

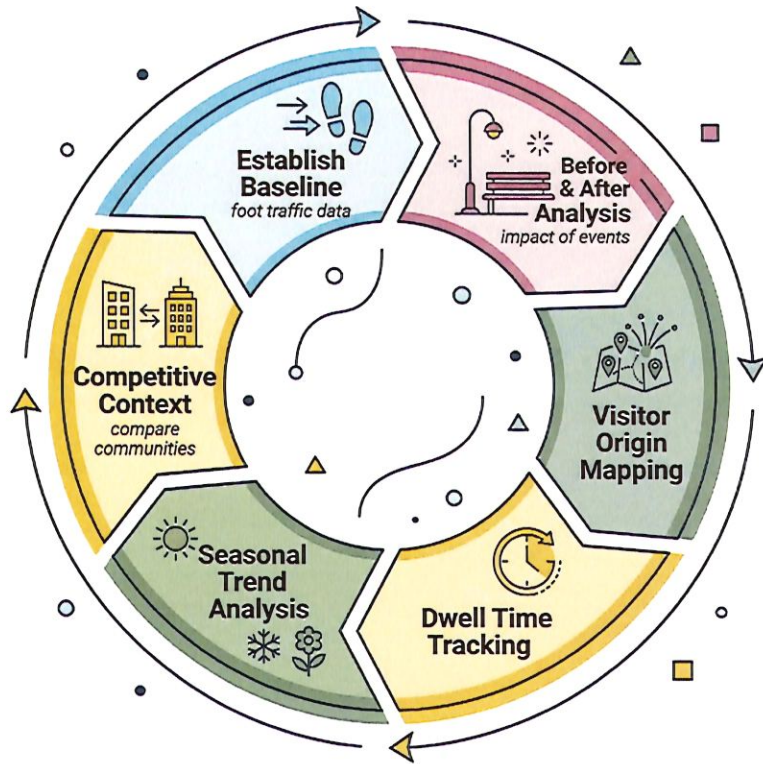
Ross Dress for Less or Marshalls. Proven performers in similar demographic trade areas across Chicagoland.

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DOWNTOWN STRATEGY

# How Placer Supports Downtown Revitalization

Measuring What Matters in Franklin Park's Downtown — from baseline establishment to long-term impact tracking.



## Key Measurement Capabilities

- Establish baseline foot traffic before revitalization investments begin
- Before and after analysis to quantify the impact of streetscaping, events, and new businesses
- Visitor origin mapping to understand whether downtown draws local residents or outside visitors
- Dwell time tracking as a key indicator of downtown vitality and experience quality
- Seasonal trend analysis to inform programming and marketing calendars
- Competitive context comparing Franklin Park downtown to neighboring communities
- Data to support grant applications and justify future infrastructure investments

BUSINESS RECRUITMENT

# Downtown Marketing and Business Recruitment

Attract the Right Businesses with the Right Data — arm Franklin Park's economic development team with a complete intelligence package for every prospect conversation.



### **Retail Void Reports**

Identify which categories are underserved and present gaps as compelling opportunities for prospective tenants



### **Trade Area Maps**

Demonstrate the size and geographic reach of the local customer base to validate market opportunity



### **Co-Tenancy Insights**

Show which neighboring businesses drive complementary traffic and create synergistic retail environments

### **Demographic Profiles**

Show prospective businesses exactly who their customers will be — income, age, family structure, and spending behavior



### **Competitive Gap Analysis**

Prove a prospective tenant won't face oversaturation — and benchmark Franklin Park against similar markets where a brand already succeeds



### **Data-Driven Marketing Packages**

Build compelling recruitment campaigns and RFP responses backed by verified third-party foot traffic data

TIF DISTRICT INTELLIGENCE

## **TIF District Analysis with Placer.ai**

# **Quantify Economic Activity. Demonstrate ROI. Secure**

# Investment.

## What Placer Delivers for TIF Districts

### Foot Traffic as Economic Proxy

Track visit volume within TIF district boundaries over time as a direct, measurable indicator of economic activity

### Pre & Post Investment Analysis

Measure and quantify ROI on public improvements with before-and-after foot traffic comparisons

### New Business Impact

Show foot traffic lift generated by TIF-funded tenant recruitment and new business openings

### Annual Reporting

Generate consistent, repeatable foot traffic reports for state TIF



district filings and stakeholder updates

### **Third-Party Verification**

Independent verification of economic activity that strengthens bond issuance and builds stakeholder confidence

# Thank You, Village of Franklin Park

Placer.ai is ready to be Franklin Park's location intelligence partner — providing the data, insights, and strategic support the village needs to make confident decisions, attract investment, and build a stronger community.

**Matt Verdun**

Account Executive, Placer.ai

**[matt.verdun@placer.ai](mailto:matt.verdun@placer.ai)**

Email

**708-653-2490**

Phone



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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**ORDINANCE**

NUMBER 2526-VC- \_\_

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**AN ORDINANCE AMENDING ARTICLE F OF CHAPTER SIX OF  
TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN  
PARK, COOK COUNTY, ILLINOIS TO ESTABLISH FIFTEEN MINUTE  
PARKING RESTRICTIONS ON THE NORTH SIDE OF  
FRANKLIN AVENUE NEAR ROSE STREET**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

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ORDINANCE NUMBER 2526-VC- \_\_\_\_

AN ORDINANCE AMENDING ARTICLE F OF CHAPTER SIX OF  
TITLE SIX OF THE VILLAGE CODE OF THE VILLAGE OF FRANKLIN  
PARK, COOK COUNTY, ILLINOIS TO ESTABLISH FIFTEEN MINUTE  
PARKING RESTRICTIONS ON THE NORTH SIDE OF  
FRANKLIN AVENUE NEAR ROSE STREET

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WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) designate parking restrictions in the Village and are charged with the responsibility of periodically adjusting these regulations to address the changing needs of the Village and its residents; and

WHEREAS, the Corporate Authorities have decided to add locations to the fifteen minute parking restrictions in the area adjacent to 9600 Franklin Avenue in order to protect the health, safety and general welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** Subsection 3 (“*Fifteen Minute Parking*”) of Section 6-6F-3 (“*Limited Parking Zones Designated*”) of Article F (“*Parking Restrictions*”) of Chapter Six (“*Traffic Schedules*”) of Title Six (“*Motor Vehicles and Traffic*”) of the Village Code of the Village of

Franklin Park, Illinois, is hereby amended by adding the following underlined language to read, as follows:

(3) Fifteen Minute Parking:

<u>Street</u>	<u>Side</u>	<u>Area of Restriction</u>
Belmont Avenue	North side	Between the hours of 7:00 A.M. to 5:00 P.M., except Saturdays, Sundays and legal holidays, from a point 70 feet east of the east curb line of Ruby Street for a distance of 150 feet east of said point
	North side	Between the hours of 7:00 A.M. to 6:00 P.M. except on Sundays and legal holidays between the intersection of Franklin Avenue and Belmont Avenue and a point on Belmont Avenue 150 feet east of the intersection
	South side	Between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and between the hours of 8:00 A.M. to 1:00 P.M. on Saturdays from the east line of the garage driveway of the municipal building at 9545 Belmont Avenue east to the west line of the police department exit drive
<u>Franklin Avenue</u>	<u>North side</u>	<u>2 spaces in front of 9604 Franklin Avenue from a point 96 feet west of the west curb line of Rose Street to a point 118 feet west of the west curb line of Rose Street</u>
Grand Avenue	South side	From a point 150 feet east of the east curb line of Ruby Street
Hawthorne Street	East side	Between the hours of 8:30 A.M. to 3:30 P.M., except Saturdays, Sundays and legal holidays from a point beginning 40 feet north of the north curb line of Grand Avenue for a distance of 30 feet north of said point of beginning

Rose Street	East side	2 spaces in front of 3531 Rose and one space in front of 3537 Rose
Seymour Avenue	South side	From a point 360 feet west of the west curb line of Mannheim Road for a distance of 50 feet west of said point

**Section 3.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 4.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 5.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_ day of April 2026, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_ day of April 2026.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

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# **VILLAGE OF FRANKLIN PARK**

**COOK COUNTY, ILLINOIS**

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## **ORDINANCE**

**NUMBER 2526-G-64**

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AUTHORIZING AND PROVIDING FOR THE ISSUE OF NOT TO EXCEED \$10,800,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2026A, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS**

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**BARRETT F. PEDERSEN, Village President**

**APRIL J. ARELLANO, Village Clerk**

**IRENE AVITIA**

**GILBERT J. HAGERSTROM**

**JOHN JOHNSON**

**WILLIAM RUHL**

**KAREN SPECIAL**

**ANDY YBARRA**

**Trustees**

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**ORDINANCE NO. 2526-G-64**

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AUTHORIZING AND PROVIDING FOR THE ISSUE OF NOT TO EXCEED \$10,800,000 GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2026A, AND FOR THE LEVY OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON SAID BONDS**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "Village"), is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, the Omnibus Bond Acts (5 ILCS 70/8), and the Local Government Debt Reform Act (30 ILCS 350/1, *et seq.*), and all laws amendatory thereof and supplementary thereto (collectively, the "Act"); and

WHEREAS, the Village, pursuant to Ordinance No. 1415-G-59 passed February 2, 2015 (the "*Prior Series 2015A Bond Ordinance*"), has previously issued its \$6,140,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A (the "*Prior Series 2015A Bonds*") with the following maturities outstanding:

MATURITY DATE	PRINCIPAL AMOUNT
07/01/2032	\$3,050,000
07/01/2034	\$3,090,000

WHEREAS, the Village, pursuant to Ordinance No. 1617-G-18 passed July 11, 2016 (the "*Prior Series 2016A Bond Ordinance*"), has previously issued its \$8,800,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016A (the "*Prior Series 2016A Bonds*") with the following maturities outstanding:

MATURITY DATE	PRINCIPAL AMOUNT
07/01/2026	\$1,065,000
07/01/2027	\$1,100,000
07/01/2028	\$1,155,000
07/01/2029	\$1,200,000
07/01/2030	\$1,015,000

(together, the Prior Series 2015A Bonds and the Prior Series 2016A Bonds are the "*Prior Bonds*"); and

WHEREAS, the Village President and Board of Trustees (the "*Board*") has determined that it is advisable, necessary and in the best interests of the Village that all of the maturities of the

Prior Series 2015A Bonds (the "*Series 2015A Refunded Bonds*") and some of the Prior Series 2016A Bonds (the "*Series 2016A Refunded Bonds*"), as determined in the Bond Order (collectively, the "*Refunded Bonds*"), shall be refunded in order to effect an interest rate savings thereon (the "*Refunding*"); and

WHEREAS, pursuant to the provisions of the Local Government Debt Reform Act, 30 ILCS 350/1, *et seq.* (the "*Debt Reform Act*"), obligations which are "alternate bonds" (as defined in the Debt Reform Act) may be issued to refund or advance refund previously issued and outstanding alternate bonds without meeting any of the conditions set forth in Section 15 of the Debt Reform Act (such section authorizing and providing for the issuance of alternate bonds), provided that the term of the refunding bonds shall not be longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds shall not exceed the debt service payable in such year on the refunded bonds; and

WHEREAS, the Prior Bonds have been properly authorized and issued pursuant to Section 15 of the Debt Reform Act; and

WHEREAS, the Bonds shall be issued in an amount not to exceed \$10,800,000 (the "*Bonds*"), and shall be payable ratably and equally with the unrefunded Prior Series 2016A Bonds, from certain municipal utility taxes received by the Village pursuant to an ordinance adopted June 26, 1989, as amended from time to time (the "*Pledged Revenues*"); and

WHEREAS, if the Pledged Revenues shall be insufficient to pay the Bonds, then the Bonds shall be payable from the levy and collection of real property taxes upon all taxable property in the Village without limitation as to rate or amount (the "*Pledged Taxes*"); and

WHEREAS, the Board is now authorized to issue the Bonds for the purpose of the Refunding in an aggregate amount not to exceed \$10,800,000 in accordance with the provisions of the Debt Reform Act, and the Board hereby determines that it is necessary and desirable that the Bonds so authorized be issued at this time.

NOW, THEREFORE, Be It Ordained by the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1. Definitions.** Words and terms used in this Ordinance shall have the meanings assigned them unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

"Act" is defined in the Preambles of this Ordinance.

*“Additional Bonds”* means any Alternate Bonds issued in the future in accordance with the provisions of the Debt Reform Act on a parity with and sharing equally in the Pledged Revenues for any series of the Bonds.

*“Alternate Bonds”* means any Outstanding Bonds issued as alternate bonds under and pursuant to the provisions of the Debt Reform Act, and includes, expressly, the Bonds.

*“Authorized Denominations”* means \$5,000 and integral multiples thereof.

*“Board”* means the Village President and Board of Trustees of the Village.

*“Bond Fund”* means the Series 2026A Bond Fund as described in Section 13 of this Ordinance.

*“Bond Insurer”* is defined in Section 30 of this Ordinance.

*“Bond Order”* means that certain bond order, to be executed by the Village President, and setting forth certain details of the Bonds as provided in this Ordinance and includes the levy of the Pledged Taxes.

*“Bond Purchase Agreement”* is defined in Section 12 of this Ordinance.

*“Bond Register”* means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

*“Bond Registrar”* means the Amalgamated Bank of Chicago, Chicago, Illinois, or as otherwise named in the Bond Order.

*“Bonds”* or *“Series 2026A Bonds”* means the bonds so authorized in this Ordinance.

*“Book Entry Form”* means the form of the Bonds as fully registered and available in physical form only to the Depository.

*“Business Day”* means any day other than a day on which banks in the City of Chicago of are authorized or required to close.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“County Clerk”* means the County Clerk of Cook County, Illinois.

*“Debt Reform Act”* is defined in the Preambles of this Ordinance.

*“Depository”* means The Depository Trust Company or successor depository duly qualified to act as a securities depository and acceptable to the Village.

*“Designated Representatives”* mean any of the following officers of the Village: Village President, Village Clerk, and Comptroller.

*“Escrow Agent”* means the Amalgamated Bank of Chicago, Chicago, Illinois, or as otherwise named in the Bond Order.

*“Expense Account”* means the account in the Proceeds Fund established hereunder and further described by Section 16 of this Ordinance.

*“Global Book-Entry System”* means the system for the initial issuance of the Bonds as described in Section 5.

*“Municipal Bond Insurance Policy”* is defined in Section 27 of this Ordinance.

*“Ordinance”* or *“Bond Ordinance”* means Ordinance No. 2526-G-64 passed April 20, 2026 by the Board of Trustees and approved by the Village President.

*“Outstanding”* when used with reference to any bond, means a bond is outstanding and unpaid; provided, however, such term shall not include bonds: (a) which have matured or for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal thereof and interest thereon; or (b) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of Defeasance Obligations, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of, redemption premium, if any, and interest on such bonds, and will not result in the loss of exclusion from gross income of the interest thereon under Section 103 of the Code.

*“Paying Agent”* means the Amalgamated Bank of Chicago, Chicago, Illinois, or as otherwise named in the Bond Order.

*“Pledged Moneys”* means the Pledged Taxes and the Pledged Revenues.

*“Pledged Revenues”* is defined in the Preambles of this Ordinance.

*“Pledged Taxes”* is defined in the Preambles of this Ordinance.

*“Prior Bond Ordinances”* means, collectively, the Prior Series 2015A Bond Ordinance and the Prior Series 2016A Bond Ordinance, each defined in the Preambles of this Ordinance.

*“Prior Bonds”* is defined in the Preambles of this Ordinance.

*"Prior Series 2015A Bonds"* is defined in the Preambles of this Ordinance.

*"Prior Series 2016A Bonds"* is defined in the Preambles of this Ordinance.

*"Proceeds Fund"* means the Proceeds Fund created in Section 16 of this Ordinance.

*"Purchase Price"* means the price to be paid by the Purchaser for the Bonds.

*"Purchaser"* means the purchaser of one or more series of Bonds as defined in the Bond Order.

*"Record Date"* means the fifteenth day of the month next preceding any interest payment date, and the fifteenth day preceding any interest payment date occasioned by the redemption of the Bonds on any day other than the first day of a month.

*"Refunded Bonds"* is defined in the Preambles of this Ordinance.

*"Refunding"* is defined in the Preambles of this Ordinance.

*"Refunding Account"* means the account in the Proceeds Fund established hereunder and further described by Section 16 of this Ordinance.

*"Representations Letter"* means such agreement or agreements by and among the Village, the Bond Registrar, and the Depository as shall be necessary to effectuate a book-entry system for the Bonds, and includes the Blanket Letter of Representations executed by the Village and the Depository.

*"Tax-Exempt"* means, with respect to all or any portion of the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

*"Term Bonds"* means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds in the Bond Order.

Definitions also appear in the Preambles hereto or in specific sections, as appear below.

**Section 2. Incorporation of Preambles.** The Board hereby finds that all of the recitals contained in the Preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

**Section 3. Authorization.** It is hereby found and determined that the Board has been authorized by the Act to borrow the sum of not to exceed \$10,800,000 upon the credit of the Village and as evidence of such indebtedness to issue at this time two series of Alternate Bonds in

the aggregate principal amount not to exceed \$10,800,000 in order to pay the costs of the Refunding. The Bonds shall be issued pursuant to the Act.

**Section 4. Bond Details.** There shall be borrowed on the credit of and for and on behalf of the Village the aggregate sum not to exceed \$10,800,000 for the Refunding. The Bonds may be in one or more series, shall be in fully registered form and may be in Book-Entry Form. The Bonds shall be dated as of a date (the "*Dated Date*") no earlier than the date of passage of this Ordinance and no later than their initial date of issuance as shall be set forth in the Bond Order; each Bond shall also bear its respective date of authentication; and the Bonds shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due (with a maximum maturity of July 1, 2034) and be subject to optional and mandatory redemption (subject to right of prior redemption) on such date of each year as shall be designated as shall be set forth in the Bond Order. The Bonds shall be in Authorized Denominations, but no single such bond shall represent principal maturing on more than one date (not exceeding \$1,600,000 per year), and shall be numbered 1 and upwards. Each Bond shall bear interest (at a rate not to exceed 5.5%) from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, commencing on a date within one year of the Dated Date, as shall be set forth in the Bond Order, and upon regular semiannual intervals thereafter, at the respective rates percent per annum provided, until the principal thereof shall be paid or duly provided for. So long as the Bonds are held in Book-Entry Form, interest on each Bond shall be paid to the Depository by check or draft, or by wire transfer or other form of electronic payment in accordance with written instructions provided by the registered owner, in lawful money of the United States of America, as may be agreed in the Representations Letter; and if the Bonds are in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Paying Agent, or by wire transfer or other form of electronic payment in accordance with written instructions provided by the registered owner, payable in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the address of such registered owner as it appears on the Bond Register or at such other address as may be furnished in writing to the Bond Registrar. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

**Section 5. Global Book-Entry System.** The Bonds may be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds bearing the same rate of interest. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in such name as may be provided by the Depository (the "*Book Entry Owner*") and, accordingly, in Book Entry Form as provided and defined herein. One of the Designated Representatives is authorized to execute a Representations Letter or to utilize the provisions of an existing Representations Letter. Without limiting the generality of the authority given with respect to entering into a Representations Letter for the Bonds, it may contain provisions relating to: (a)

payment procedures; (b) transfers of the Bonds or of beneficial interests therein; (c) redemption notices and procedures unique to the Depository; (d) additional notices or communications; and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, neither the Village nor the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "*Depository Participant*") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, neither the Village nor the Bond Registrar shall have any responsibility or obligation with respect to: (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as expressly provided in the Representations Letter, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that: (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein or in the Representations Letter; (b) the agreement among the Village and the Depository evidenced by the Representations Letter shall be terminated for any reason; or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds; the Village shall notify the Depository of the availability of Bond Bonds, and such Bonds shall no longer be restricted to being registered in the Bond Register to the Book Entry Owner. The Village may determine at such time that such Bonds shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such successor depository, then such Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

**Section 6. Execution; Authentication.** The Bonds shall be signed by the manual or duly authorized facsimile signatures of the Village President and the Village Clerk and may have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a

certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Bond Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

## **Section 7. Redemption.**

A. *Mandatory Redemption.* If so provided in the Bond Order, any Bonds may be issued as Term Bonds and be subject to mandatory redemption by operation of the Bond Fund, at a price of par, without premium, plus accrued interest to the date fixed for redemption, on such date of each year as may be provided in the Bond Order (the "*Mandatory Redemption Date*") and in the amounts and subject to such provisions as shall be set forth in the Bond Order. Bonds subject to mandatory redemption shall be deemed to become due on the Mandatory Redemption Dates except for any remainder to be paid at maturity. The Village covenants that it will redeem any Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds and levy taxes accordingly.

The principal amount of Bonds of a series to be mandatorily redeemed on any Mandatory Redemption Date may be reduced through the earlier optional redemption thereof. In addition, on or prior to the 60<sup>th</sup> day preceding such Mandatory Redemption Date, the Bond Registrar may, and if directed by the Village shall, purchase Bonds required to be retired on such Mandatory Redemption Date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on the Mandatory Redemption Date.

B. *Optional Redemption.* If so provided in the Bond Order, any Bonds may be subject to redemption prior to maturity at the option of the Village, in whole or in part on any date, at such times and at such optional redemption prices as may be provided in the Bond Order. If less than all of the Outstanding Bonds of a series are to be optionally redeemed, the Bonds of such series may be called in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar).

C. *General Redemption Terms.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least 30 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the series, principal amount and maturity

or maturities of Bonds to be redeemed. The Bonds subject to mandatory redemption shall be called by the Bond Registrar for redemption without any further action of the Village. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions thereof to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such series and maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions thereof selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

**Section 8. Redemption Procedures.** The Bonds subject to redemption shall be identified, notice given, paid and redeemed pursuant to the procedures as follows:

A. *Mandatory Redemption Procedure.* For a mandatory redemption, the Bond Registrar and Paying Agent shall proceed to redeem Bonds without any further order, notice, or direction from the Village whatsoever.

B. *Optional Redemption Procedure.* Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail or e-mail at least 30 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All notices of redemption shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Paying Agent; and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall be given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Subject to the provisions for a conditional optional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions thereof shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same series and maturity in the amount of the unpaid principal.

If any Bond or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion thereof so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

**Section 9. Registration of Bonds; Persons Treated as Owners.** The Village shall cause the Bond Register for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office designated for such purpose of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office designated for such purpose of the Bond Registrar,

duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same series and maturity, bearing the same interest rate, of Authorized Denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided, however, the principal amount of Bonds and maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of the Bonds and maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his (her) legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

**Section 10. Form of Bond.** The Bonds shall be in substantially the following form:

REGISTERED NO.

CUSIP:

REGISTERED \$

UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK  
VILLAGE OF FRANKLIN PARK

GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2026A

Interest Rate: %

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Franklin Park, Cook County, Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above on \_\_\_\_\_ and \_\_\_\_\_ each year, commencing \_\_\_\_\_, until said Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may be and become applicable hereto. The principal and interest on this Bond is payable in lawful money of the United States of America and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by Amalgamated Bank of Chicago, Chicago, Illinois (the "Bond Registrar" and "Paying Agent"), at the close of business on the Record Date and shall be paid by check or draft of the Paying Agent, or by wire transfer or other form of electronic payment in accordance with written instructions provided by the registered owner, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar[, or as otherwise agreed by the Village and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book entry only form as provided for same.] "Record Date" means the fifteenth day of the month next preceding any interest payment date, and the fifteenth day preceding any interest payment date occasioned by the redemption of the Bonds on any day other than the first day of a month.

The Bonds are payable from (i) ratably and equally with the unrefunded Prior Series 2016A Bonds, certain municipal utility tax receipts (the "Pledged Revenues"), and (ii) ad valorem taxes levied on all of the taxable property within the Village without limitation as to rate or amount (the "Pledged Taxes," together with Pledged Revenues, the "Pledged Moneys").

[Mandatory redemption and optional redemption provisions, as applicable, to be inserted here.]

[Notice of any optional redemption shall be sent by first class mail or e-mail not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

This Bond is one of the Bonds issued by the Village to pay for the Refunding as defined in Ordinance No. 2526-G-64 duly passed by the Board of Trustees on April 20, 2026 authorizing the Bonds as supplemented by a Bond Order executed by the Village President (collectively, the "Bond Ordinance"), all as authorized pursuant to the provisions of Illinois law, including, specifically, the Illinois Municipal Code, as amended; the Omnibus Bond Acts, as amended; the Local Government Debt Reform Act, as amended. Reference is hereby expressly made to the Bond Ordinance for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents.

The Bonds are secured by the general obligation of the Village for the payment of which the Village in the Bond Ordinance has pledged its full faith and credit and levied *ad valorem* taxes, unlimited as to rate or amount, upon all taxable property within the Village sufficient to pay the principal and interest thereon. The Village reserves the right to issue Additional Bonds, as allowed by the Debt Reform Act, on a parity basis with the Bonds.

[The Bonds shall initially be issued in a Global Book-Entry System. The provisions of this Bond and of the Bond Ordinance are subject in all respects to the provisions of the Representations Letter between the Village and The Depository Trust Company, or any substitute agreement, affecting such Global Book-Entry System.]

The Village and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of the principal of or interest thereon, and for all other purposes whatsoever; all such payments so made to any such registered owner or upon such registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and neither the Village nor the Bond Registrar shall not be affected by any notice to the contrary.

This Bond shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Pledged Revenues for a complete fiscal year.

[The Village has designated the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.]

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of Authorized Denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified and recited that all acts, conditions, and things required to be done, precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of all Pledged Moneys to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the Village of Franklin Park, Cook County, Illinois, by its Village President and Board of Trustees, has caused this Bond to be signed by the duly authorized manual or facsimile signatures of the Village President and the Village Clerk, all as appearing hereon and as of the Dated Date as identified above.

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Village President

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Village Clerk

Date of Authentication:

CERTIFICATE  
OF  
AUTHENTICATION

Bond Registrar  
and Paying Agent:

Amalgamated Bank of Chicago  
Chicago, Illinois

This Bond is one of the bonds issued in the within  
mentioned Bond Ordinance.

By \_\_\_\_\_  
Authorized Signatory

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[Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Village or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address and Social Security or other identifying number of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_  
as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Assignee

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

**Section 11. Treatment of Bonds as Debt.** The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting such Bonds, as set forth in this Ordinance, in which case the amount of such Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that such Bonds have been paid from the Pledged Revenues for a complete fiscal year in accordance with the Debt Reform Act.

**Section 12. Sale of Bonds.** The Designated Representatives are hereby authorized to proceed, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance and the Bond Order. The Bonds hereby authorized shall be executed as in this Ordinance provided and thereupon be deposited with the Comptroller who receives the taxes of the Village, and, after authentication thereof by the Bond Registrar, be by said Comptroller delivered to the Purchaser, upon receipt of the Purchase Price therefor, plus any accrued interest to date of delivery. The Purchaser is hereby authorized to pay the costs of issuance and receive a credit therefor against the Purchase Price of the Bonds.

The Purchaser of the Bonds shall be (a) Stifel, Nicolaus & Company, Incorporated, Chicago, Illinois, as underwriter for the Bonds, or (b) a purchaser identified by Stifel, Nicolaus & Company, Incorporated, Chicago, Illinois, as placement agent for the Bonds.

Upon the sale of the Bonds, a Designated Representative shall be and is hereby authorized and directed to approve and execute a term sheet or contract for the sale of such Bonds between the Village and the Purchaser (the "*Bond Purchase Agreement*"). Prior to the execution and delivery of the Bond Purchase Agreement, the Designated Representative shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement.

The use by the Purchaser of any Preliminary Term Sheet or Preliminary Official Statement and any final Term Sheet or final Official Statement relating to the Bonds (the "Official Statement") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the Designated Representatives are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Bond Purchase Agreement, this Ordinance, said Preliminary Term Sheet or Preliminary Official Statement, the Official Statement and the Bonds.

In the event that it would be economically advantageous for the Village to acquire a Municipal Bond Insurance Policy for any series of the Bonds, the Village hereby authorizes and

directs the Village President to obtain such an insurance policy after consultation with the Comptroller.

**Section 13. Security; Tax Levy, Bond Fund and Abatement.** The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of the taxes on all of the taxable property in the Village, without limitation as to rate or amount, in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all the taxable property within the Village, in the years for which any series of the Bonds are Outstanding, a direct annual tax sufficient for that purpose.

A Designated Representative is hereby directed to file with the County Clerk as part of the Bond Order, a levy of taxes upon all taxable property in the Village in addition to all other taxes, a direct annual tax in an amount sufficient to produce the sums necessary to pay the interest on the Bonds as it falls due and to pay and discharge the principal thereof at maturity. It shall be the duty of said County Clerk to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general and special purposes, in order to raise the respective amounts aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general and special purposes of the Village. The taxes hereby levied shall be placed to the credit of a special fund to be designated "Series 2026A Bond Fund" (the "*Bond Fund*"), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal and interest on the Bonds.

The Pledged Taxes shall be transferred and deposited into the Bond Fund and are hereby pledged to the payment of the Bonds. Principal or interest coming due at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed from the Pledged Taxes when the same shall be collected.

The Village covenants and agrees with the purchasers and the Bondholders that so long as any of the Bonds remains Outstanding, except as herein otherwise specifically provided, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund. To the extent that the Village has funds (including the Pledged Revenues) available prior to March 1,

2027, and on the 1<sup>st</sup> day of each March thereafter, to timely pay the principal and interest on any series of the Bonds for the next two interest payment dates, a Designated Representative is hereby authorized to abate the tax levy for any series of the Bonds for the applicable tax year by filing a certificate of abatement with the County Clerk.

**Section 14. Alternate Revenue Source; Pledged Revenues.** For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, the Village covenants and agrees with the Purchaser and the owners of the Bonds that the Village will appropriate moneys lawfully available in the general corporate fund and any special purpose fund annually in such amounts and in a timely manner so as to provide for the payment of the Bonds.

The Pledged Revenues shall be transferred and deposited into the Bond Fund and are hereby pledged to the payment of the Bonds. The Village covenants and agrees to provide for, appropriate, collect and apply the Pledged Revenues to the payment of the Bonds.

The Pledged Revenues will remain pledged to the Prior Series 2016A Bonds which are not refunded.

**Section 15. General Covenants.** The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain Outstanding, as follows:

A. The Village will punctually pay or cause to be paid from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

B. The Village will pay and discharge, or cause to be paid and discharged, from the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

C. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys and the Bond Fund.

D. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

E. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

F. As long as the Bonds are Outstanding, the Village will deposit the Pledged Taxes to the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any of Bonds remains Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village: (i) to allocate or collect the Pledged Revenues (including any reduction in the rate thereof) for the Bonds; (ii) to levy the Pledged Taxes for the Bonds; or (iii) to collect and to segregate the Pledged Moneys for the Bonds. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues can be allocated and collected, that the Pledged Taxes can be allocated, levied and extended, and that the Pledged Taxes may be collected and deposited into the Bond Fund as provided herein.

G. The Bonds shall be and forever remain, until paid or defeased, a general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, both from the Pledged Revenues, as herein provided, and from the levy of the Pledged Taxes, all as provided in the Debt Reform Act.

**Section 16. Creation of Proceeds Funds; Appropriation.** A Proceeds Fund is hereby created for the Bonds, which shall consist of an Expense Account and a Refunding Account. Bond proceeds and other funds of the Village as noted are hereby appropriated and shall be deposited for use as follows:

A. Accrued interest, if any, and capitalized interest, if any, on the Bonds shall be used to pay the first interest due on the Bonds and to such end are hereby appropriated for such purpose and ordered to be deposited into the Bond Fund.

B. The amount necessary from the proceeds of the Bonds is hereby appropriated for and shall be used to pay costs of issuance of the Bonds; and shall be deposited into a separate account, hereby created, designated as the Expense Account. Any disbursement from such account shall be made from time to time as necessary. Any excess in the Expense Account shall be deposited into the Bond Fund after 30 days from the date of issuance of the Bonds. At the time of issuance of the Bonds, the costs of issuance may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

C. The amount necessary from the proceeds of the Bonds, any amount available in prior debt service funds for the Refunded Bonds, and such additional amounts as may be necessary

from the general funds of the Village are hereby appropriated for, and shall be used to pay for the costs of the Refunding; and shall be deposited into a separate account, hereby created, designated as the Refunding Account, or may be directly wire transferred to the paying agent for the Refunded Bonds. The Refunding Account for the Bonds may be maintained in a refunding escrow account, with the Escrow Agent, pursuant to a refunding escrow agreement hereby authorized for the purpose of paying the principal of, premium, if any, and interest as provided above.

**Section 17. Call of the Refunded Bonds.** In accordance with the redemption provisions of the Prior Bond Ordinances, the Village hereby makes provision for the payment of and does hereby call (subject only to the delivery of the Bonds), the Refunded Bonds for redemption and payment prior to maturity on such dates as determined by the Village President as set forth in the Bond Order.

**Section 18. Defeasance of the Bonds.** Bonds may be defeased pursuant to the provisions of the Local Government Defeasance of Debt Law (50 ILCS 415/0.01, *et seq.*).

**Section 19. General Tax Covenants.** The Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such examination.

The Village also agrees and covenants with the Purchaser and holders of the Bonds from time to time Outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-Exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the Designated Representatives, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be Tax-Exempt. In furtherance therewith, the Village further agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and comply with such advice as may be given; (c) to pay to the

United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Designated Representatives, to employ and pay fiscal agents, municipal advisors, attorneys, and other persons to assist the Village in such compliance.

**Section 20. Noncompliance with Tax Covenants.** Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance and other documents executed by the Village which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any such provision is unnecessary to preserve the exemption from federal taxation.

**Section 21. Qualified Tax-Exempt Obligations.** The Village, in the Bond Order, may designate one or more series of the Bonds as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code.

**Section 22. List of Bondholders.** The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

**Section 23. Duties of Bond Registrar.** If requested by the Bond Registrar, the Village President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

**Section 24. Continuing Disclosure Undertaking.** The Village President is hereby authorized, empowered and directed to execute and deliver a continuing disclosure undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When such Continuing Disclosure Undertaking is executed and delivered on behalf of the Village, it will be binding on the Village and the officers, agents, and employees of the Village, and the same are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provisions of this Ordinance, the sole remedies for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

**Section 25. Immunity of Officers and Employees of the Village.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Bonds.

**Section 26. Registered Form.** The Village recognizes that Section 149(j) of the Code, as amended, requires the Bonds to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Bonds are delivered. The Village will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

**Section 27. Ordinance to Constitute a Contract.** The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of the Bonds. Each of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Bonds.

**Section 28. Amendments of and Supplements to the Ordinance.**

A. *Without Consent of Bondholders.* The Village may amend or supplement this Ordinance or the Bonds without notice to or consent of any Bondholder:

- (1) to cure any ambiguity, inconsistency or formal defect or omission;
- (2) to grant for the benefit of the Bondholders additional rights, remedies, powers or authority;
- (3) to provide for additional collateral for the Bonds or to add other agreements of the Village;
- (4) to modify this Ordinance or the Bonds to permit qualifications under the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; or
- (5) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the IRS of the Code) that does not materially adversely affect the rights of any Bondholder.

B. *With Consent of Bondholders.* If an amendment of or supplement to this Ordinance or the Bonds without any consent of Bondholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not less than 30 days, notice to Bondholders and with the consent of the holders of at least a majority in principal amount of the Bonds then Outstanding. However, without the consent of each Bondholder affected, no amendment or supplement may:

- (1) extend the maturity of the principal of, or interest on, any Bond;
- (2) reduce the principal amount of, or rate of interest on, any Bond;
- (3) affect a privilege or priority of any Bond over any other Bond;
- (4) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement;

(5) impair the exclusion of interest on the Bonds from the federal gross income of the owner of any Bond; or

(6) eliminate any mandatory redemption of the Bonds or call for mandatory redemption or reduce the redemption price of such Bonds.

So long as the Bond Insurance Policy securing all of the Outstanding Bonds is in effect, the Bond Insurer shall be deemed to be the registered owner of the Bonds secured thereby for the purpose of amending, modifying or supplementing this Ordinance, provided, however, the Bond Insurer shall not be deemed the registered owner of the Bonds with respect to any amendment or supplement described in clauses (1) through (6) of the preceding paragraph.

C. *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Bondholder. For purposes of determining the total number of Bondholders' consents, each Bondholder's consent will be effective with respect to the Bondholder who consented to it and each subsequent holder of a Bond or portion of a Bond evidencing the same debt as the consenting holder's Bond.

D. *Notation on or Exchange of Bonds.* If an amendment or supplement changes the terms of the Bond, the Village may require the holder to deliver it to the Bond Registrar. The Bond Registrar may place an appropriate notation on the Bond about the changed terms and return it to the holder. Alternatively, if the Bond Registrar and the Village determine, the Village in exchange for the Bond will issue and the Bond Registrar will authenticate a new Bond that reflects the changed terms.

**Section 29. Issuance of Additional Bonds.** Notwithstanding any provision of this Ordinance, the Village may issue other bonds and incur other obligations on a parity basis with a series of the Bonds or on a subordinate basis to a series of Bonds, without the consent of or notice to the holders of the Outstanding Bonds, as permitted by the Debt Reform Act, and to determine the lien priority of any such obligations.

**Section 30. Municipal Bond Insurance.** In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof, or other terms, as approved by the Village President on advice of the Attorney for the Village, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

**Section 31. Tax Levy for Refunded Bonds.** The Designated Representatives are hereby authorized to file a certificate of abatement with the Cook County Clerk abating the tax levy for the Refunded Bonds.

**Section 32. Approval of Financing Participants.** The selection and retention of: (a) Louis F. Cainkar, Ltd., to serve as Bond Counsel; (b) Stifel, Nicolaus & Company, Incorporated, Chicago, Illinois, to serve as Placement Agent or Underwriter; (c) Croke Fairchild Duarte & Beres LLC, to serve as Placement Agent or Underwriter's Counsel; (d) Montana & Welch, LLC, to serve as Issuer's Counsel; (e) Miller, Canfield, Paddock and Stone, P.L.C., to serve as Disclosure Counsel; and (f) all other participants required to sell the Bonds, including, but not limited to, bidding agent, municipal advisor, rating agency, printers, and security services, all in connection with the issuance of the Bonds, is hereby ratified, confirmed and approved. The Village President is hereby authorized to execute agreements with all of the financing participants on behalf of the Village.

**Section 33. Supplemental Documents.** The Designated Representatives are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

**Section 34. Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 35. Repealer and Effective Date.** All ordinances or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage and approval.

**PASSED** by the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this 20<sup>th</sup> day of April, 2026, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
VILLAGE PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the Village President of the Village of Franklin Park, Cook County, Illinois on this 20<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

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# **VILLAGE OF FRANKLIN PARK**

**COOK COUNTY, ILLINOIS**

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## **ORDINANCE**

**NUMBER 2526-G-65**

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK,  
COOK COUNTY, ILLINOIS, AUTHORIZING AND PROVIDING  
FOR THE ISSUE OF NOT TO EXCEED \$12,400,000 GENERAL  
OBLIGATION REFUNDING DEBT CERTIFICATES, SERIES  
2026B, AND PROVIDING FOR THE SECURITY FOR AND  
MEANS OF PAYMENT OF THE CERTIFICATES**

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**BARRETT F. PEDERSEN, Village President  
APRIL J. ARELLANO, Village Clerk**

**IRENE AVITIA  
GILBERT J. HAGERSTROM  
JOHN JOHNSON  
WILLIAM RUHL  
KAREN SPECIAL  
ANDY YBARRA  
Trustees**

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2026B, AND PROVIDING FOR THE SECURITY FOR AND  
MEANS OF PAYMENT OF THE CERTIFICATES**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*"), is a duly organized and existing municipality created and existing under the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq., as amended, and is a governmental unit pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and in particular, the provisions of Section 17(b) of the Debt Reform Act (the "*Installment Purchase Provisions*"); and

WHEREAS, pursuant to the Installment Purchase Provisions, the Village has the power to purchase real or personal property through agreements that provide that the consideration for the purchase may be paid through installments made at stated intervals for a period of no more than 20 years, to sell, convey and reacquire either real or personal property upon any terms and conditions and in any manner as the Board shall determine, if the Village will lease, acquire by purchase agreement, or otherwise reacquire the property as authorized by applicable law and to issue certificates evidencing indebtedness incurred under such agreements; and

WHEREAS, pursuant to the Installment Purchase Provisions, the Village President and Board of Trustees (the "*Board*") previously entered into an agreement (the "*Series 2015 Agreement*") which provided for the issuance of its \$6,855,000 General Obligation Limited Tax Debt Certificates, Series 2015, dated October 1, 2015 (the "*Series 2015 Certificates*"); and

WHEREAS, pursuant to the Installment Purchase Provisions, the Board previously entered into an agreement (the "*Series 2016 Agreement*") which provided for the issuance of its \$2,545,000 General Obligation Limited Tax Debt Certificates, Series 2016 dated November 17, 2016 (the "*Series 2016 Certificates*"), and

WHEREAS, pursuant to the Installment Purchase Provisions, the Board previously entered into an agreement (the "*Series 2018A Agreement*"; collectively with the Series 2015 Agreement and the Series 2016 Agreement, the "*Agreements*") which provided for the issuance of its \$4,980,000 General Obligation Limited Tax Debt Certificates, Series 2018A dated July 31, 2018 (the "*Series 2018A Certificates*"; collectively with the Series 2015 Certificates and the Series 2016 Certificates, the "*Prior Certificates*"); and

WHEREAS, the following maturities of the Series 2015 Certificates are outstanding:

<b>MATURITY DATE</b>	<b>PAR AMOUNT</b>
04/01/2027	\$ 455,000
04/01/2028	\$ 415,000
04/01/2029	\$ 395,000
04/01/2030	\$ 365,000
04/01/2031	\$ 330,000
04/01/2032	\$ 300,000
04/01/2033	\$ 260,000
04/01/2034	\$1,030,000
04/01/2035	\$1,030,000

and are to be refunded (the "*Refunded 2015 Certificates*"); and

WHEREAS, the following maturities of the Series 2016 Certificates are outstanding:

<b>MATURITY DATE</b>	<b>PAR AMOUNT</b>
04/01/2034	\$ 550,000
04/01/2035	\$ 475,000
04/01/2036	\$1,520,000

and are to be refunded (the "*Refunded 2016 Certificates*"); and

WHEREAS, the following maturities of the Series 2018A Certificates are outstanding:

<b>MATURITY DATE</b>	<b>PAR AMOUNT</b>
04/01/2030	\$ 475,000
04/01/2031	\$ 275,000
04/01/2032	\$ 330,000
04/01/2033	\$ 305,000
04/01/2037	\$1,825,000
04/01/2038	\$1,770,000

and are to be refunded (the "*Refunded 2018A Certificates*"; collectively with the Refunded 2015 Certificates and the Refunded 2016 Certificates, the "*Refunded Certificates*"); and

WHEREAS, the Board has determined that it is desirable and in the best interests of the Village to refund all or a portion of the outstanding Prior Certificates to achieve debt service savings for the Village (the "*Refunding*"); and

WHEREAS, in accordance with the terms of the Refunded Certificates, certain of the Refunded Certificates may be called for redemption in advance of their maturity, and it is necessary and desirable to make such call for the redemption of such Refunded Certificates and

provide for the giving of proper notice to the registered owners of such Refunded Certificates; and

WHEREAS, sufficient funds of the Village are not available to pay the costs of the Refunding, and it will, therefore, be necessary to borrow money in the amount of not to exceed \$12,400,000 for the purpose of paying such costs; and

WHEREAS, pursuant to the provisions of the Debt Reform Act, the Refunded Certificates may properly be refunded by one or more new series of certificates as herein provided; and

WHEREAS, the Board finds that it is desirable and in the best interests of the Village to avail of the provisions of the Debt Reform Act to issue certificates for the Refunding in the amount of not to exceed \$12,400,000:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1. Incorporation of Preambles.** The Board hereby finds that all the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

**Section 2. Authorization.** It is necessary and advisable for the residents of the Village to accomplish the Refunding to achieve debt service savings. The Refunded Certificates shall be refunded to the call date by means of providing adequate funds from proceeds of the Certificates.

**Section 3. Agreement is a General Obligation; Annual Appropriation.** The Village hereby represents, warrants, and agrees that the obligation to make the payments due under the Agreements shall be a general obligation of the Village payable from any funds of the Village lawfully available for such purpose. The Village represents and warrants that the total amounts due under the Agreements, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to annually appropriate in a timely manner so as to provide for the making of all payments when due under the terms of the Agreements.

**Section 4. Certificate Details.** There shall hereby be issued and sold certificates of the Village in one or more series in the principal amount of not to exceed \$12,400,000 for the purpose of the Refunding, which shall be designated "General Obligation Refunding Debt Certificates, Series 2026B" (the "*Certificates*" or "*Series 2026B Certificates*"). The Certificates shall be dated such date as set forth in the Certificate Order (as hereinafter defined), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of

\$5,000 each or authorized integral multiples thereof (but no single Certificate shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Certificates shall become due and payable serially or be subject to mandatory redemption (with a maximum maturity of April 1, 2038), in the amounts (not exceeding \$1,750,000 per year), and bearing interest at the rates per annum (not exceeding 5.50% per annum), all as set forth in the Certificate Order. The Certificates shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Certificates is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually as provided in the Certificate Order.

Principal and interest on each Certificate shall be paid by check or draft, or by wire transfer or other form of electronic payment in accordance with written instructions provided by the registered owner, in lawful money of the United States of America, by Amalgamated Bank of Chicago, Chicago, Illinois, as the certificate registrar and paying agent (the "*Certificate Registrar*" and "*Paying Agent*"), to the person in whose name such Certificate is registered at the close of business on the 15<sup>th</sup> day of the month next preceding the interest payment date. The Certificates shall be registered, numbered, and signed by the manual or duly authorized facsimile signatures of the Village President and Village Clerk, and in case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Certificates shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Certificate Registrar as authenticating agent of the Village and showing the date of authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Certificate Registrar by manual signature, and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by the Certificate Registrar if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

**Section 5. Registration of Certificates; Persons Treated as Owners.** (a) *General.* The Village shall cause books (the "*Certificate Register*") for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the principal office of the Certificate Registrar, which is hereby constituted and appointed the registrar of the Village. The Village is authorized to prepare, and the Certificate Registrar shall keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of Certificates.

Upon surrender for transfer of any Certificate at the principal corporate trust office of the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the Village shall execute and the Certificate Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Certificate or Certificates of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Certificate or Certificates may be exchanged at said office of the Certificate Registrar for a like aggregate principal amount of Certificate or Certificates of the same maturity of other authorized denominations. The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less previous retirements.

The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15<sup>th</sup> day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates.

The person in whose name any Certificate shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Village or the Certificate Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates, except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption.

(b) *Global Book-Entry System.* The Certificates may be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates determined as described in Section 6 hereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Certificates shall be registered in the Certificate Register in the name of Cede, as nominee of DTC, except as

hereinafter provided. The Designated Representatives are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Certificates by wire transfer.

With respect to Certificates registered in the Certificate Register in the name of Cede, as nominee of DTC, the Village and the Certificate Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Certificates from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Village and the Certificate Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to the principal of or interest on the Certificates. The Village and the Certificate Registrar may treat and consider the person in whose name each Certificate is registered in the Certificate Register as the holder and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Certificate Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective registered owners of the Certificates, as shown in the Certificate Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of a Certificate as shown in the Certificate Register, shall receive a Certificate evidencing the obligation of the Village to make payments of principal and interest with respect to any Certificate. Upon delivery by DTC to the Certificate Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Certificates at the close of business on the 15<sup>th</sup> day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the

Village, the Certificate Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Certificates and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Certificates shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Certificates may be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the name provided in the Representation Letter.

**Section 6. Redemption.** (a) *Mandatory Redemption.* The Certificates maturing on the date or dates, if any, indicated in the Certificate Order are subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Certificate Registrar, at a redemption price of par plus accrued interest to the redemption date for the Certificates, if any, and in the principal amounts, if any, as indicated in the Certificate Order.

The principal amounts of Certificates to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Certificates credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition, on or prior to the 60<sup>th</sup> day preceding any mandatory redemption date, the Certificate Registrar may, and if directed by the Board shall, purchase Certificates required to be retired on such mandatory redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(b) *General.* The Certificates shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. For purposes of any redemption of less than all of the outstanding Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar from the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; provided that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The

Certificate Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

The Certificate Registrar shall promptly notify the Village in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed.

**Section 7. Redemption Procedure.** Unless waived by any holder of Certificates to be redeemed, notice of the call for any such redemption shall be given by the Certificate Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Certificates are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Certificates to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Certificate or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Certificate Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Certificates to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Certificates, and the Certificate Registrar shall give notice, in the same manner in which the notice of redemption shall be given, that such moneys were not so received and that such Certificates will not be redeemed. Otherwise, prior to any redemption date, the Village shall

deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Certificates or portions thereof which are to be redeemed on that date.

Subject to the provisions for a conditional optional redemption described above, notice of redemption having been given as aforesaid, the Certificates or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Certificates or portions thereof shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered holder a new Certificate or Certificates of the same maturity in the amount of the unpaid principal.

If any Certificate or portion of Certificate called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Certificate or portion of Certificate so called for redemption. All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued.

**Section 8. Form of Certificate.** The Certificates shall be in substantially the following form:

REGISTERED NO.

CUSIP:

REGISTERED \$

UNITED STATES OF AMERICA, STATE OF ILLINOIS, COUNTY OF COOK  
VILLAGE OF FRANKLIN PARK  
GENERAL OBLIGATION REFUNDING DEBT CERTIFICATES, SERIES 2026B

Interest Rate:

Maturity Date:

Dated Date:

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Franklin Park, Cook County, Illinois, a unit of local government of the State of Illinois (the "Village"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Certificate or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_ until said Principal Amount is paid. Principal of this Certificate is payable in lawful money of the United States of America upon presentation and surrender hereof at the principal office of the Amalgamated Bank of Chicago, Chicago, Illinois, as certificate registrar and paying agent (the "Certificate Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Certificate Registrar at the close of business on the 15<sup>th</sup> day of the month next preceding each interest payment date and shall be paid by check or draft of the Certificate Registrar, or by wire transfer or other form of electronic payment in accordance with written instructions provided by the registered owner, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Certificate Registrar[, or as otherwise agreed by the Village and Cede & Co., as nominee or successor, for so long as this Certificate is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same]. The full faith and credit of the Village is hereby irrevocably pledged to the punctual payment of the principal of and interest on this Certificate. This Certificate shall be a direct and general obligation of the Village.

[Optional and Mandatory Redemption provisions, as applicable, will be inserted here].

[Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Certificate to be redeemed at the address shown on the registration books of the Village maintained by the Certificate Registrar or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. When so called for redemption, this Certificate will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.]

This Certificate is one of a series of certificates issued by the Village to refund certain outstanding debt certificates of the Village, in full compliance with the provisions of the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by the Board of Trustees by Ordinance No. 2526-G-65 duly and properly passed and approved by the Village President on April 20, 2026, as supplemented by a Certificate Order (the "Certificate Ordinance"), in all respects as provided by law. The Certificates issued by the Village in connection with the Refunding have been issued in evidence of the indebtedness incurred pursuant to the Series 2015 Agreement, the Series 2016 Agreement, and the Series 2018A Agreement, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this Certificate assents.

The Certificates are issued in fully registered form in Authorized Denominations. This Certificate may be exchanged at the corporate trust office of the Certificate Registrar for a like aggregate principal amount of Certificates of the same maturity of other Authorized Denominations, upon the terms set forth in the Certificate

Ordinance. The Certificate Registrar shall not be required to transfer or exchange any Certificate during the period beginning at the close of business on the 15<sup>th</sup> day of the month next preceding any interest payment date on such Certificate and ending at the opening of business on such interest payment date[, nor to transfer or exchange any Certificate after notice calling such Certificate for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Certificates].

The Village and the Certificate Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Certificate Registrar shall be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Certificate did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of certificates of which this is one, does not exceed any limitation imposed by law; that the obligation to make payments due hereon is a general obligation of the Village payable from any funds of the Village legally available for such purpose, and that the Village shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due; however, this Certificate shall be valid whether or not an appropriation with respect thereto is included in any annual or supplemental appropriation approved by the Village.

THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER. PAYMENTS DUE HEREUNDER ARE NOT SECURED BY ANY INTEREST IN THE PROJECTS FINANCED BY THE AGREEMENT.

[The Village has designated the Certificates as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.]

This Certificate is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the corporate trust office of the Certificate Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Certificate Ordinance, and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates of Authorized Denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

This Certificate shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Certificate Registrar.

IN WITNESS WHEREOF, the Village of Franklin Park, Cook County, Illinois, by its Village President and Board of Trustees, has caused this Certificate to be executed by the manual or duly authorized facsimile signature of its Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk, all as appearing hereon and as of the Dated Date identified above.

---

Village President

---

Village Clerk

Date of Authentication:

CERTIFICATE  
OF  
AUTHENTICATION

Certificate Registrar  
and Paying Agent:

Amalgamated Bank of Chicago,  
Chicago, Illinois

This Certificate is one of the Certificates described in  
the within mentioned Certificate Ordinance.

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
\_\_\_\_\_  
[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Village or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]  
\_\_\_\_\_  
\_\_\_\_\_

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name and Address and Social Security or other identifying number of Assignee)

the within Certificate and does hereby irrevocably constitute and appoint \_\_\_\_\_ as attorney to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Assignee

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this assignment and transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

**Section 9. Sale of Certificates.** The Village President, Village Clerk and Comptroller of the Village (the "*Designated Representatives*") are hereby authorized to proceed without any further authorization or direction from the Board, to sell the Certificates upon the terms as prescribed in this Ordinance. The Certificates hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Certificate Order as may be, and thereupon be deposited with the Comptroller who receives the taxes of the Village, and, after authentication thereof by the Certificate Registrar, be by said Comptroller delivered to the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being not less than 98% of the principal amount of the Certificates plus accrued interest to date of delivery, if any, it being hereby found and determined that the sale of the Certificates to the Purchaser is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the sale of the Certificates to the Purchaser.

The Purchaser of the Certificates shall be (a) Stifel, Nicolaus & Company, Incorporated, Chicago, Illinois, as underwriter for the Certificates, or (b) a purchaser identified by Stifel, Nicolaus & Company, Incorporated, Chicago, Illinois, as placement agent for the Certificates.

Prior to the sale of the Certificates, the Village President is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Certificates, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Certificates treating the fee paid as interest on the Certificates) is less than the present value of the interest reasonably expected to be saved on the Certificates over the term of the Certificates as a result of the Municipal Certificate Insurance Policy.

Upon the sale of the Certificates, a Designated Representative shall prepare a Certificate Order which shall include the pertinent details of the sale as provided herein (the "*Certificate Order*"). In the Certificate Order, the Designated Representative shall find and determine that the Certificates have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Certificates does not exceed the maximum rate otherwise authorized by applicable law. The Certificate Order shall be entered into the records of the Village and made available to the Board at the next regular meeting thereof; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in the Certificate Order.

Upon the sale of the Certificates, as evidenced by the execution and delivery of the Certificate Order, the Designated Representatives and any other officers of the Village, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both,

such documents of sale of the Certificates as may be necessary, including, without limitation, the contract for the sale of the Certificates between the Village and the Purchaser (the "*Purchase Agreement*"). Prior to the execution and delivery of the Purchase Agreement, the Designated Representative shall find and determine that no person holding any office of the Village, either by election or appointment, is in any manner interested, directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Agreement.

The Certificates, before being issued, shall be registered and numbered, such registration being made in a book provided for that purpose, in which shall be entered the record of the ordinance authorizing the Board to borrow said money and a description of the Certificates issued, including the number, date, to whom issued, amount, rate of interest and when due.

The use by the Purchaser of any preliminary term sheet, final term sheet, preliminary official statement and any final official statement relating to the Certificates (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Agreement, this Ordinance, said term sheet, Preliminary Official Statement, the Official Statement and the Certificates.

**Section 10. Use of Certificate Proceeds; Escrow Agreement.** Accrued interest received on the delivery of the Certificates, if any, is hereby appropriated for the purpose of paying first interest due on the Certificates and is hereby ordered deposited into the "Series 2026B Debt Certificate Fund" (the "*Certificate Fund*"), which shall be the fund for the payment of the principal of and interest on the Certificates. Funds lawfully available for the purpose of paying the principal of and interest on the Certificates shall be deposited into the Certificate Fund and used solely and only for such purpose.

Simultaneously with the delivery of the Certificates, the principal proceeds of the Certificates, together with any premium received from the sale of the Certificates and such additional amounts as may be necessary from the general funds of the Village, are hereby appropriated to pay the costs of issuance of the Certificates and for the purpose of the Refunding; and that portion thereof not needed to pay such costs shall be deposited into a separate account, hereby created, designated as the Refunding Account, or may be directly wire transferred to the paying agent for the Refunded Certificates. The Refunding Account may be deposited in an escrow pursuant to an escrow agreement (the "*Escrow Agreement*") for the purpose of paying the principal of and interest on the Refunded Certificates upon redemption prior to maturity as provided in said Escrow Agreement. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the Village from the proceeds of the Certificates.

**Section 11. Call of the Refunded Certificates.** In accordance with the redemption provisions of the ordinances under which the Prior Certificates were issued, the Village by the Board hereby makes provision for the payment of and does hereby call (subject only to the delivery of the Certificates), the Refunded Certificates for redemption and payment on a date not more than 90 days after the issuance of the Certificates, as set forth in the Certificate Order.

**Section 12. General Tax Covenants.** The Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting any use of the proceeds of the Certificates) if taking, permitting, or omitting to take such action would cause any of the Certificates to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Certificates to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the IRS of the exemption from federal income taxation for interest paid on the Certificates, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such examination.

The Village also agrees and covenants with the Purchaser and Certificateholders from time to time Outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Certificates and affects the tax-exempt status of the Certificates.

The Board hereby authorizes the Designated Representatives to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Certificates to be arbitrage bonds and to assure that the interest on the Certificates will not be subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”). In furtherance therewith, the Village and the Board further agree: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Certificates and comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Certificates; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by the Designated Representatives, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

**Section 13. Defeasance of the Certificates.** Certificates may be defeased pursuant to the provisions of the Local Government Defeasance of Debt Law (50 ILCS 415/0.01, *et seq.*).

**Section 14. Qualified Tax-Exempt Obligations.** The Village in the Certificate Order may designate one or more series of the Certificates as "qualified tax-exempt obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code.

**Section 15. Noncompliance with Tax Covenants.** Notwithstanding any other provisions of this Ordinance, the covenants and authorizations contained in this Ordinance and other documents executed by the Village which are designed to preserve the exclusion of interest on the Certificates from gross income under federal law need not be complied with if the Village receives an opinion of nationally recognized bond counsel that any such provision is unnecessary to preserve the exemption from federal taxation.

**Section 16. List of Certificateholders.** The Certificate Registrar shall maintain a list of the names and addresses of the holders of all Certificates and upon any transfer shall add the name and address of the new Certificateholder and eliminate the name and address of the transferor Certificateholder.

**Section 17. Duties of Certificate Registrar.** If requested by the Certificate Registrar, the Village President and Village Clerk are authorized to execute the Certificate Registrar's standard form of agreement between the Village and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar hereunder which may include the following:

- (a) to act as certificate registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Certificateholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Certificates as provided herein;
- (d) to cancel and/or destroy Certificates which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Certificates cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates.

**Section 18. Continuing Disclosure Undertaking.** The Village President is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission

pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Certificate to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

**Section 19. Ordinance to Constitute a Contract.** The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Certificates. Any pledge made in this Ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Village shall be for the equal benefit, protection and security of the owners of the Certificates. Each of the Certificates, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Certificates over any other thereof except as expressly provided in or pursuant to this Ordinance. This Ordinance shall constitute full authority for the issuance of the Certificates.

**Section 20. Amendments of and Supplements to the Ordinance.**

A. *Without Consent of Certificateholders.* The Village may amend or supplement this Ordinance or the Certificates without notice to or consent of any Certificateholder:

- (1) to cure any ambiguity, inconsistency or formal defect or omission;
- (2) to grant for the benefit of the Certificateholders additional rights, remedies, powers or authority;
- (3) to provide for additional collateral for the Certificates or to add other agreements of the Village;
- (4) to modify this Ordinance or the Certificates to permit qualifications under the Trust Indenture Act of 1939 or any similar Federal statute at the time in effect, or to permit the qualification of the Certificates for sale under the securities laws of any state of the United States; or
- (5) to make any change (including, but not limited to, a change to reflect any amendment to the Code or interpretations by the IRS of the Code) that does not materially adversely affect the rights of any Certificateholder.

B. *With Consent of Certificateholders.* If an amendment of or supplement to this Ordinance or the Certificates without any consent of Certificateholders is not permitted by the preceding paragraph, the Village may enter into such amendment or supplement upon not less than 30 days, notice to Certificateholders and with the consent of the holders of at least a majority in principal amount of the Certificates which are Outstanding. However, without the consent of each Certificateholder affected, no amendment or supplement may:

- (1) extend the maturity of the principal of, or interest on, any Certificate;
- (2) reduce the principal amount of, or rate of interest on, any Certificate;
- (3) affect a privilege or priority of any Certificate over any other Certificate;
- (4) reduce the percentage of the principal amount of the Certificates required for consent to such amendment or supplement;
- (5) impair the exclusion of interest on the Certificates from the federal gross income of the owner of any Certificate; or
- (6) eliminate any mandatory redemption of the Certificates or call for mandatory redemption or reduce the redemption price of such Certificates.

C. *Effect of Consents.* After an amendment or supplement becomes effective, it will bind every Certificateholder. For purposes of determining the total number of Certificateholders' consents, each Certificateholder's consent will be effective with respect to the Certificateholder who consented to it and each subsequent holder of a Certificate or portion of a Certificate evidencing the same debt as the consenting holder's Certificate.

D. *Notation on or Exchange of Certificates.* If an amendment or supplement changes the terms of the Certificate, the Village may require the holder to deliver it to the Certificate Registrar. The Certificate Registrar may place an appropriate notation on the Certificate about the changed terms and return it to the holder. Alternatively, if the Certificate Registrar and the Village determine, the Village in exchange for the Certificate will issue and the Certificate Registrar will authenticate a new Certificate that reflects the changed terms.

**Section 21. Registered Form.** The Village recognizes that Section 149(j) of the Code, as amended, requires the Certificates to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Certificates are delivered. The Village will not take any action to permit the Certificates to be issued in, or converted into, bearer or coupon form.

**Section 22. Approval of Financing Participants.** The selection and retention of: (a) Louis F. Cainkar, Ltd., to serve as Bond Counsel; (b) Stifel, Nicolaus & Company, Incorporated, Chicago, Illinois, to serve as Placement Agent or Underwriter; (c) Croke Fairchild Duarte & Beres LLC, to serve as Placement Agent or Underwriter's Counsel; (d) Montana & Welch, LLC, to serve as Issuer's Counsel; (e) Miller, Canfield, Paddock and Stone, P.L.C., to serve as Disclosure Counsel; and (f) all other participants required to sell the Certificates, including, but not limited to, paying agent, bond insurer, escrow agent, municipal advisor, rating agency, printers, and security services, all in connection with the issuance of the Certificates, is hereby ratified, confirmed and approved. The Village President is hereby authorized to execute agreements with all of the financing participants on behalf of the Village.

**Section 23. Immunity of Officers and Employees of the Village.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Certificates or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained against any past, present or future elected or appointed officer, director, member, employee or agent of the Village, or of any successor public corporation, as such, either directly or through the Village or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected or appointed officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this Ordinance and the issuance of such Certificates.

**Section 24. Supplemental Documents.** The Designated Representatives are hereby authorized to execute or attest such documents as necessary to carry out the intent of this Ordinance, the execution of such documents to constitute conclusive evidence of their approval and approval hereunder.

**Section 25. Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 26. Repealer and Effective Date.** All ordinances or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage and approval.

**PASSED** by the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this 20<sup>th</sup> day of April, 2026, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
VILLAGE PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the Village President of the Village of Franklin Park, Cook County, Illinois on this 20<sup>th</sup> day of April, 2026.

---

BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

---

APRIL ARELLANO  
VILLAGE CLERK

---

**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

---

**ORDINANCE**

**NUMBER 2526-G-\_\_**

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**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN  
THE UNDERPASS RESTAURANT AND LOUNGE AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(FRANKLIN PARK FEST BEER GARDEN VENDOR AGREEMENT)**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

---

**Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 04/20/26  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131**

ORDINANCE NUMBER 2526-G- \_\_

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN  
THE UNDERPASS RESTAURANT AND LOUNGE AND THE  
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(FRANKLIN PARK FEST BEER GARDEN VENDOR AGREEMENT)

---

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, The Underpass Restaurant & Lounge, Inc., (the “*Vendor*”), located at 9400 W. Grand Avenue, Franklin Park, Illinois, agrees to serve as a Vendor for the Beer Garden at the 2026 Franklin Park Fest; and

WHEREAS, Vendor and the Village desire to enter into an agreement pursuant to which Vendor will provide such services to the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Agreement by and between the Village of Franklin Park, Cook County, Illinois and The Underpass Restaurant & Lounge, Inc. (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or

otherwise, as may be authorized by the Village President or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

**Section 3.** That the Local Liquor Control Commissioner is hereby authorized and directed to issue a Class G liquor license to the Vendor, as provided in the Agreement.

**Section 4.** The officials, officers, attorneys and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

**Section 5.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 6.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 7.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of April 2026, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2026.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

Exhibit A  
Agreement



9500 W Belmont Avenue  
Franklin Park, Illinois 60131

T 847.671.8236  
F 847.671.8309

## **FRANKLIN PARK FEST 2026 BEER GARDEN VENDOR AGREEMENT**

**THIS AGREEMENT** is made as of the 6th day of April 2026 (the "*Effective Date*"), by and between the Village of Franklin Park, an Illinois municipal corporation (the "*Village*"), and The Underpass Restaurant & Lounge, Inc. (the "*Vendor*"). The Village and the Vendor shall herein be collectively referred to as the "*Parties*."

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby contract, promise, and agree, as follows:

1. **Beer Garden Vendor.** The Vendor agrees to serve as a vendor for the Beer Garden (the "*Beer Garden*") at the Franklin Park Fest (the "*Fest*"), as herein provided.

2. **Alcohol Sales.** The Vendor shall only sell alcoholic liquor products approved by the Village and as provided by Town & Country Distributing, Chicago Beverage Distributor and/or such other authorized Village distributor (collectively the "*Distributor*") in the Beer Garden location designated by the Village. No food or snacks are to be sold. Products and pricing are identified on Exhibit A, a copy of which is attached hereto and made a part hereof. Products and pricing are subject to change, as determined by the Village. The Village shall pay for the cost of the products.

The Village shall sell tickets for alcoholic liquor purchases. The Vendor shall not sell any alcoholic liquor without first collecting the appropriate number of tickets from the purchaser. The Vendor shall not accept any other type of payment method for any purchase. The Vendor shall turn in tickets collected to the Village's designee by 11:00 P.M. each night and on Sunday by 4:30 P.M.

All purchasers shall be twenty-one (21) years of age or older. The Vendor shall not sell any alcoholic liquor to a purchaser that does not possess a Village approved and provided designator (wrist band or stamp) to purchase alcoholic liquor products.

3. **Hours of Operation.** The Vendor shall sell alcoholic liquor during the following days and times: Thursday, June 11, 2026, 6:00 P.M. – 10:30 P.M.; Friday, June 12, 2026, 6:00 P.M. – 10:30 P.M.; Saturday, June 13, 2026, 12:00 P.M. – 10:30 P.M. and Sunday, June 14, 2026, 12:00 P.M. – 4:00 P.M. The Vendor shall provide a sufficient number of employees to adequately staff the Beer Garden.

4. **Employees.** All Vendor employees in the Beer Garden shall hold valid BASSET certificates of completion from a state certified BASSET program and be clean, decently dressed, polite, and sober at all times. All employees must be twenty-one (21) years of age or older.

### **5. Vendor Requirements.**

A. The Vendor shall obtain all licenses to perform its obligations under this Agreement including a valid Village Class G or Class G-1 liquor license, which fee shall be waived, and appropriate liquor license from the State of Illinois and shall submit copies of same to the Village.

B. The Vendor shall obtain liquor liability insurance insuring the Vendor, the location of the Beer Garden, and the Vendor's obligations under this Agreement with a limit in the minimum amount of

12. **Representations and Warranties.** The Parties represent and warrant that no representation, statement, meaning, or promise, either oral or written, of any kind, by the other Party, not contained in this Agreement, served in any way to induce them into this Agreement or has in any way been relied upon by them. The Parties represent and warrant that no statement, representation, promise, or provision requested has been excluded in this Agreement, and if so omitted, that it hereby relinquishes the benefit of any such omission.

13. **Assignment, Interpretation and Amendment.** This Agreement shall not be assigned. Any purported assignment in violation hereof shall be null and void. All headings are for convenience only and do not modify, define, or limit any provision. Any amendment to this Agreement must be in writing and approved by the Parties.

14. **Authority to Act and Counterparts.** The persons signing this Agreement warrant that they are duly authorized to execute this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Village and the Vendor have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

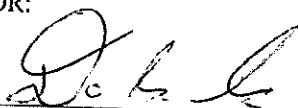
VILLAGE:

By: \_\_\_\_\_  
Village President, Village of Franklin Park

Attest:

By: \_\_\_\_\_  
Village Clerk, Village of Franklin Park

VENDOR:

By:  \_\_\_\_\_  
David B. Guerin, President  
The Underpass Restaurant & Lounge, Inc.

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**THE VILLAGE OF FRANKLIN PARK  
COOK COUNTY, ILLINOIS**

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**ORDINANCE**

**NUMBER 2526-G- \_\_**

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**AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN LAS ISLAS  
VIP AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(FRANKLIN PARK FEST BEER GARDEN VENDOR AGREEMENT)**

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**BARRETT F. PEDERSEN, Village President  
APRIL ARELLANO, Village Clerk**

**IRENE AVITIA  
GILBERT J. HAGERSTROM  
JOHN JOHNSON  
WILLIAM RUHL  
KAREN SPECIAL  
ANDY YBARRA  
Trustees**

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**Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 04/20/26  
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131**

ORDINANCE NUMBER 2526-G- \_\_

AN ORDINANCE APPROVING AN AGREEMENT BY AND BETWEEN LAS ISLAS  
VIP AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS  
(FRANKLIN PARK FEST BEER GARDEN VENDOR AGREEMENT)

---

**WHEREAS**, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, Las Islas VIP LLC, an Illinois limited liability corporation (the “*Vendor*”), located at 3560 N. River Road, Franklin Park, Illinois, agrees to serve as a Vendor for the Beer Garden at the 2026 Franklin Park Fest; and

**WHEREAS**, Vendor and the Village desire to enter into an agreement pursuant to which Vendor will provide such services to the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Agreement by and between the Village of Franklin Park, Cook County, Illinois and Las Islas VIP LLC, an Illinois limited liability corporation (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village President or Village Attorney, the

execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

**Section 3.** That the Local Liquor Control Commissioner is hereby authorized and directed to issue a Class G liquor license to the Vendor, as provided in the Agreement.

**Section 4.** The officials, officers, attorneys and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

**Section 5.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 6.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 7.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of April 2026, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2026.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

Exhibit A

Agreement



9500 W Belmont Avenue  
Franklin Park, Illinois 60131

T 847.671.8236  
F 847.671.8309  
mayor@vofp.com

www.vofp.com

## FRANKLIN PARK FEST 2026 BEER GARDEN VENDOR AGREEMENT

**THIS AGREEMENT** is made as of the 6th day of April 2026 (the “*Effective Date*”), by and between the Village of Franklin Park, an Illinois municipal corporation (the “*Village*”), and Las Islas VIP LLC, an Illinois limited liability corporation (the “*Vendor*”). The Village and the Vendor shall herein be collectively referred to as the “*Parties*.”

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby contract, promise, and agree, as follows:

**1. Beer Garden Vendor.** The Vendor agrees to serve as a vendor for the Beer Garden (the “*Beer Garden*”) at the Franklin Park Fest (the “*Fest*”), as herein provided.

**2. Alcohol Sales.** The Vendor shall only sell alcoholic liquor products approved by the Village and as provided by Town & Country Distributing, Chicago Beverage Distributor and/or such other authorized Village distributor (collectively the “*Distributor*”) in the Beer Garden location designated by the Village. No food or snacks are to be sold. Products and pricing are identified on Exhibit A, a copy of which is attached hereto and made a part hereof. Products and pricing are subject to change, as determined by the Village. The Village shall pay for the cost of the products.

The Village shall sell tickets for alcoholic liquor purchases. The Vendor shall not sell any alcoholic liquor without first collecting the appropriate number of tickets from the purchaser. The Vendor shall not accept any other type of payment method for any purchase. The Vendor shall turn in tickets collected to the Village’s designee by 11:00 P.M. each night and on Sunday by 4:30 P.M.

All purchasers shall be twenty-one (21) years of age or older. The Vendor shall not sell any alcoholic liquor to a purchaser that does not possess a Village approved and provided designator (wrist band or stamp) to purchase alcoholic liquor products.

**3. Hours of Operation.** The Vendor shall sell alcoholic liquor during the following days and times: Thursday, June 11, 2026, 6:00 P.M. – 10:30 P.M.; Friday, June 12, 2026, 6:00 P.M. – 10:30 P.M.; Saturday, June 13, 2026, 12:00 P.M. – 10:30 P.M. and Sunday, June 14, 2026, 12:00 P.M. – 4:00 P.M. The Vendor shall provide a sufficient number of employees to adequately staff the Beer Garden.

**4. Employees.** All Vendor employees in the Beer Garden shall hold valid BASSET certificates of completion from a state certified BASSET program and be clean, decently dressed, polite, and sober at all times. All employees must be twenty-one (21) years of age or older.

**5. Vendor Requirements.**

A. The Vendor shall obtain all licenses to perform its obligations under this Agreement including a valid Village Class G or Class G-1 liquor license, which fee shall be waived, and appropriate liquor license from the State of Illinois and shall submit copies of same to the Village.

B. The Vendor shall obtain liquor liability insurance insuring the Vendor, the location of the Beer Garden, and the Vendor’s obligations under this Agreement with a limit in the minimum amount of

\$1,000,000.00 per occurrence and naming the Village of Franklin Park as an additional insured party. The Vendor shall furnish the Village that such insurance is in full force and effect during the Fest.

C. The Vendor agrees to indemnify and hold harmless the Village and the Village's officials, officers, employees, volunteers, representatives, attorneys and consultants, in both their official and individual capacities (collectively, the "*Indemnified Parties*") from and against any and all liabilities, including costs and attorney's fees, claims, judgments, expenses, losses, suits, damages, demands, and causes of action arising out of, caused by, connected with, or resulting from all acts or omissions of the Vendor, its officers, employees, volunteers, invitees, agents, consultants or any person or entity acting under Vendor's direction, supervision or authority to the fullest extent authorized by law.

D. The Vendor covenants and agrees that no recourse under this Agreement or any claim shall be had individually against the Indemnified Parties, and no liability, right, or claim at law or in equity shall be incurred by the Indemnified Parties. The Vendor expressly understands and agrees that any insurance required under this Agreement by the Vendor, or otherwise provided by the Vendor, shall in no way limit the Vendor's responsibility to indemnify, defend, and hold harmless the Indemnified Parties.

E. All rights, obligations, covenants, promises, and indemnifications herein shall survive the Term of this Agreement and shall remain in full force and effect.

6. **Compensation.** The Vendor shall receive a payment of \$3,500.00 or 30% of the total net sales after Village expenses (payment of alcoholic liquor provided by Distributor and product cost incurred by Vendor, if applicable), whichever is higher, at the end of the Fest. The Vendor understands and agrees that any failure to comply with this Agreement shall result in the forfeiture of any compensation.

7. **Term.** The Term of this Agreement shall commence on the Effective Date and terminate at 11:59 P.M. on December 31, 2026.

8. **Waiver.** A waiver of any covenant or condition by either Party shall not be construed as a waiver of any subsequent breach.

9. **Construction.** Nothing contained herein nor any acts of the Parties shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of a joint venture between the Parties.

10. **Successors.** All rights and liabilities herein given to or imposed upon the Parties shall extend to and bind the successors of the Parties.

11. **Applicable Laws, Severability, and Enforcement of Provisions.** The Vendor shall comply with all applicable laws, ordinances, rules, and regulations of the Village, state and federal government, or agency thereof, that may affect the performance of this Agreement. If any provision of this Agreement is determined by a court not to be enforceable, the Parties agree that it is their intention that such provision should be enforceable to the maximum extent possible under applicable law. If any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be deemed not to be part of this Agreement and shall not invalidate any other provision of this Agreement. This Agreement shall be governed in accordance with the laws of the State of Illinois. Jurisdiction shall be of those courts located within the County of Cook.

**12. Representations and Warranties.** The Parties represent and warrant that no representation, statement, meaning, or promise, either oral or written, of any kind, by the other Party, not contained in this Agreement, served in any way to induce them into this Agreement or has in any way been relied upon by them. The Parties represent and warrant that no statement, representation, promise, or provision requested has been excluded in this Agreement, and if so omitted, that it hereby relinquishes the benefit of any such omission.

**13. Assignment, Interpretation and Amendment.** This Agreement shall not be assigned. Any purported assignment in violation hereof shall be null and void. All headings are for convenience only and do not modify, define, or limit any provision. Any amendment to this Agreement must be in writing and approved by the Parties.

**14. Authority to Act and Counterparts.** The persons signing this Agreement warrant that they are duly authorized to execute this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Village and the Vendor have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

VILLAGE:

By: \_\_\_\_\_  
Village President, Village of Franklin Park

Attest:

By: \_\_\_\_\_  
Village Clerk, Village of Franklin Park

VENDOR:

By: \_\_\_\_\_  
Ricardo E. Correa, Manager  
Las Islas VIP LLC

Exhibit A

<u>Product</u>	<u>Pricing per Unit</u>
Modelo Beer	\$ 8.00
Corona Beer	\$ 8.00
Michelada	\$ 12.00*

\*Vendor to supply non-alcoholic ingredients for Michelada and upon submission of appropriate documentation will be reimbursed by Village.

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**THE VILLAGE OF FRANKLIN PARK**  
COOK COUNTY, ILLINOIS

---

**ORDINANCE**

NUMBER 2526-G- \_\_

---

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK  
COUNTY, ILLINOIS APPROVING AN AGREEMENT WITH UNION PACIFIC  
RAILROAD COMPANY FOR THE ONGOING USE, MAINTENANCE AND  
REPAIR OF A PORTION OF CERTAIN ROADWAY IMPROVEMENTS**

---

**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
Trustees

ORDINANCE NUMBER 2526-G- \_\_\_\_\_

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY ILLINOIS APPROVING AN AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY FOR THE ONGOING USE, MAINTENANCE AND REPAIR OF A PORTION OF CERTAIN ROADWAY IMPROVEMENTS

---

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Illinois State Toll Highway Authority is planning and constructing a new structure in the Village for use and ownership by the Union Pacific Railroad Company (the "*Railroad*"); and

WHEREAS, a portion of Franklin Avenue / Green Street that will run underneath the structure is owned by the Railroad; and

WHEREAS, the Village and Railroad need to enter into an agreement for the ongoing use, maintenance, and repair of said roadway; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that it is in the best interest of the health, safety, and welfare of the residents of the Village to enter into the Agreement to secure the continued operation of the roadway for use by the public and orderly development within the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and

correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Corporate Authorities find and determine that it is necessary and desirable to enter into the Agreement for the health, safety, and welfare of the residents of the Village and that the adoption of this Ordinance is in the best interests of the Village.

**Section 3.** That the Public Highway Underpass Agreement by and between the Union Pacific Railroad Company and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Engineer or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

**Section 4.** The Village President, Village Engineer, Village Attorney and Utilities Director are hereby authorized to further negotiate and modify the Agreement along with any other documents necessary to implement the provisions, terms, and conditions thereof, as therein described.

**Section 5.** The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 6.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 7.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 8.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this \_\_\_\_\_ day of April 2026, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on this \_\_\_\_\_ day of April 2026.

\_\_\_\_\_  
 BARRETT F. PEDERSEN  
 VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
 APRIL ARELLANO  
 VILLAGE CLERK

Exhibit A

Agreement

UP Real Estate Folder No.: \_\_\_\_\_  
Agreement No. \_\_\_\_\_

**PUBLIC HIGHWAY UNDERPASS AGREEMENT**

Franklin Avenue  
DOT 174050J (may need to be updated)  
3.81 – Milwaukee Subdivision (may need to be updated)  
Franklin Park, DuPage and Cook Counties, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690 (the "Railroad") and **VILLAGE OF FRANKLIN PARK**, a municipal corporation or political subdivision of the State of Illinois, to be addressed at 9500 Belmont Avenue, Franklin Park, Illinois 60131 (the "Political Body"). The Railroad and Political Body shall also be known as the "Parties".

**RECITALS:**

The Illinois State Toll Highway Authority (the "Tollway") is presently involved in the planning and construction of the Elgin O'Hare Western Access Project (the "EOWA Project"), located in Cook and DuPage Counties, Illinois. To facilitate the EOWA Project, the Tollway will replace, or cause to be replaced, an existing underpass with a new grade separated underpass structure as part of the New Bensenville Yard UP Bridge (the "Underpass Structure") to carry Railroad trains over Franklin Avenue / Green Street at the location shown on **Exhibit A** and as depicted and described in the legal description shown on **Exhibit A-1 and A-2**, copies of each exhibit being attached hereto and made a part hereof (the "Crossing Area").

Following the completion of the construction of the Underpass Structure in the Crossing Area, the Railroad shall be responsible to maintain, operate, repair, construct, reconstruct, or replace the Underpass Structure including, without limitation, the superstructure, substructure, abutments, piers, deck waterproofing, walls, railroad rails, ties, ballast, and communication and signal facilities, and shall further be responsible for the cleaning, painting and general or routine maintenance of the Underpass Structure including but not limited to vermin/bird, vegetation and graffiti removal.

Following the completion of the construction of the Underpass Structure in the Crossing Area, the Political Body shall be responsible for the use, maintenance, and repair of that portion of the highway commonly known as Franklin Avenue / Green Street that is used as a public right-of-way for vehicular, truck and pedestrian use under the Underpass Structure along with any sidewalk, walking or bike path, shared use path, right-of-way lighting, traffic control or enforcement equipment, curb, gutter, utilities,

sewer or water lines within the Crossing Area (the "Roadway"), as further described and depicted on Exhibit A-2, a copy of which is attached hereto and made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

**NOW, THEREFORE**, it is mutually agreed by and between the Parties hereto as follows:

**Section 1. RECITALS AND EXHIBIT B**

That the above Recitals herein contained are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety. The terms and conditions in **Exhibit B**, a copy of which is attached hereto and made a part hereof, are hereby further incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2. RAILROAD GRANTS RIGHT**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, and in further consideration of the Parties agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to use, maintain and repair the Roadway in the Crossing Area.

**Section 3. DEFINITION OF CONTRACTOR**

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any work on any portion of the Roadway and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

**Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

A. Prior to Contractor performing any maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be

allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. If the Political Body's own employees will be performing any maintenance or repair work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

**Section 5. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD**

The Political Body agrees that no Roadway cost or expense is to be borne by the Railroad.

**Section 6. NON-RAILROAD IMPROVEMENTS**

A. Following the Effective Date, submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon any approval by Railroad of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) approve the approved Non Railroad Facilities plans and specifications, (ii) deem the Non Railroad Facilities part of the Underpass Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

**Section 7. EFFECTIVE DATE; TERM; TERMINATION**

A. This Agreement shall become effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination.

**Section 8. FUTURE PROJECTS**

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Underpass Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

**Section 9. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

(Intentionally Left Blank)

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID #94-6001323)

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF FRANKLIN PARK**

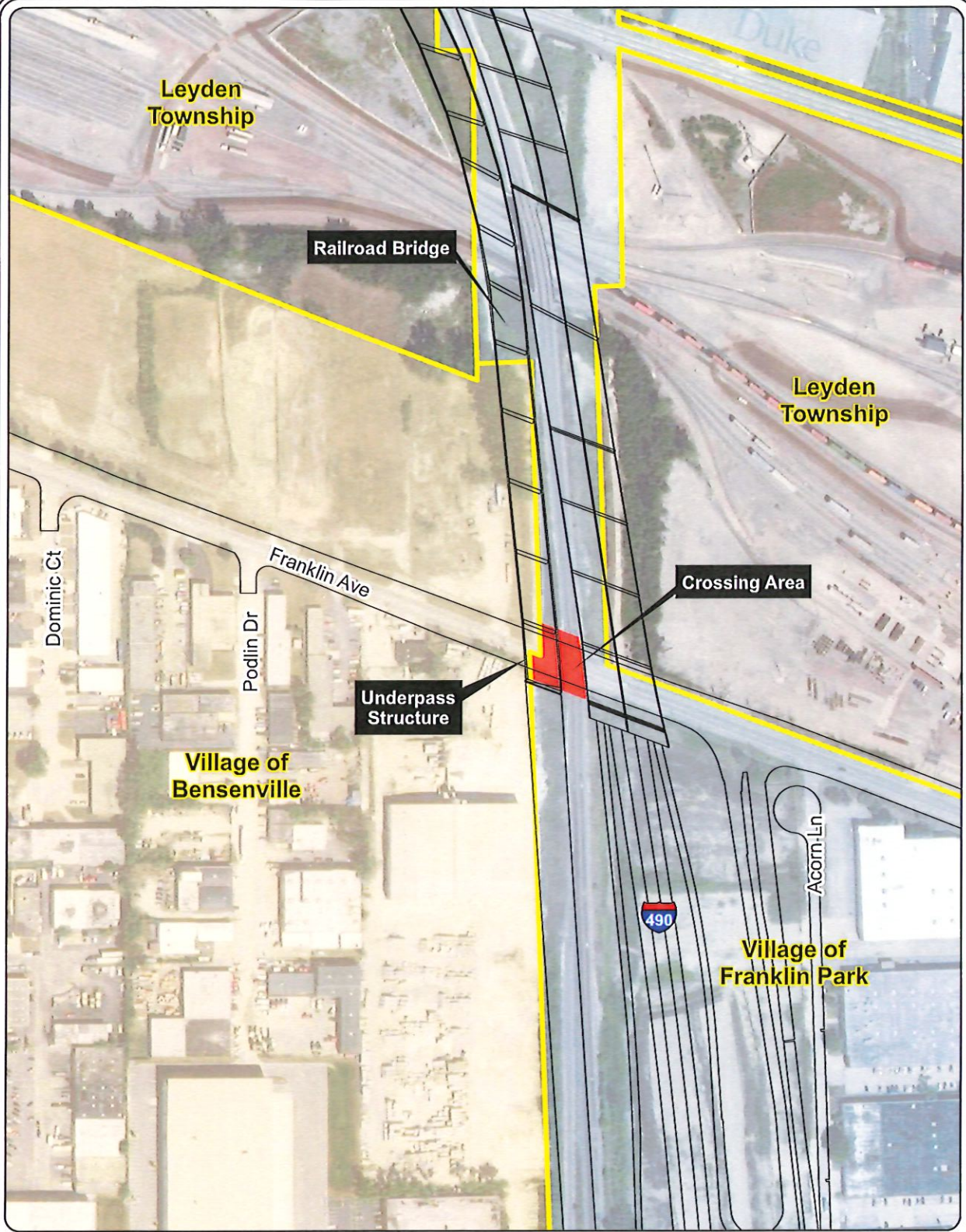
By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

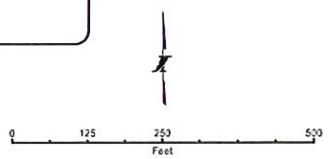
**EXHIBIT A  
TO  
PUBLIC HIGHWAY UNDERPASS AGREEMENT**

**Exhibit A – UPRR at Franklin Avenue: Village of Franklin Park Crossing Area**



**LEGEND**

- Village of Franklin Park Franklin Ave Crossing Area
- Municipal Boundary
- Village of Bensenville
- Village of Franklin Park
- Project Improvement



**Elgin O'Hare Western Access**

**Exhibit A**  
UPRR at Franklin Avenue  
Village of Franklin Park Crossing Area

**EXHIBIT A-1 and A-2  
TO  
PUBLIC HIGHWAY UNDERPASS AGREEMENT**

**Exhibit A-1 – UPRR at Franklin Avenue: Village of Franklin Park Crossing Area Legal Description**

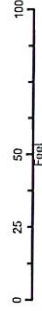
**Exhibit A-2 – UPRR at Franklin Avenue: Village of Franklin Park Crossing Area Details**



# Elgin O'Hare Western Access

## LEGEND

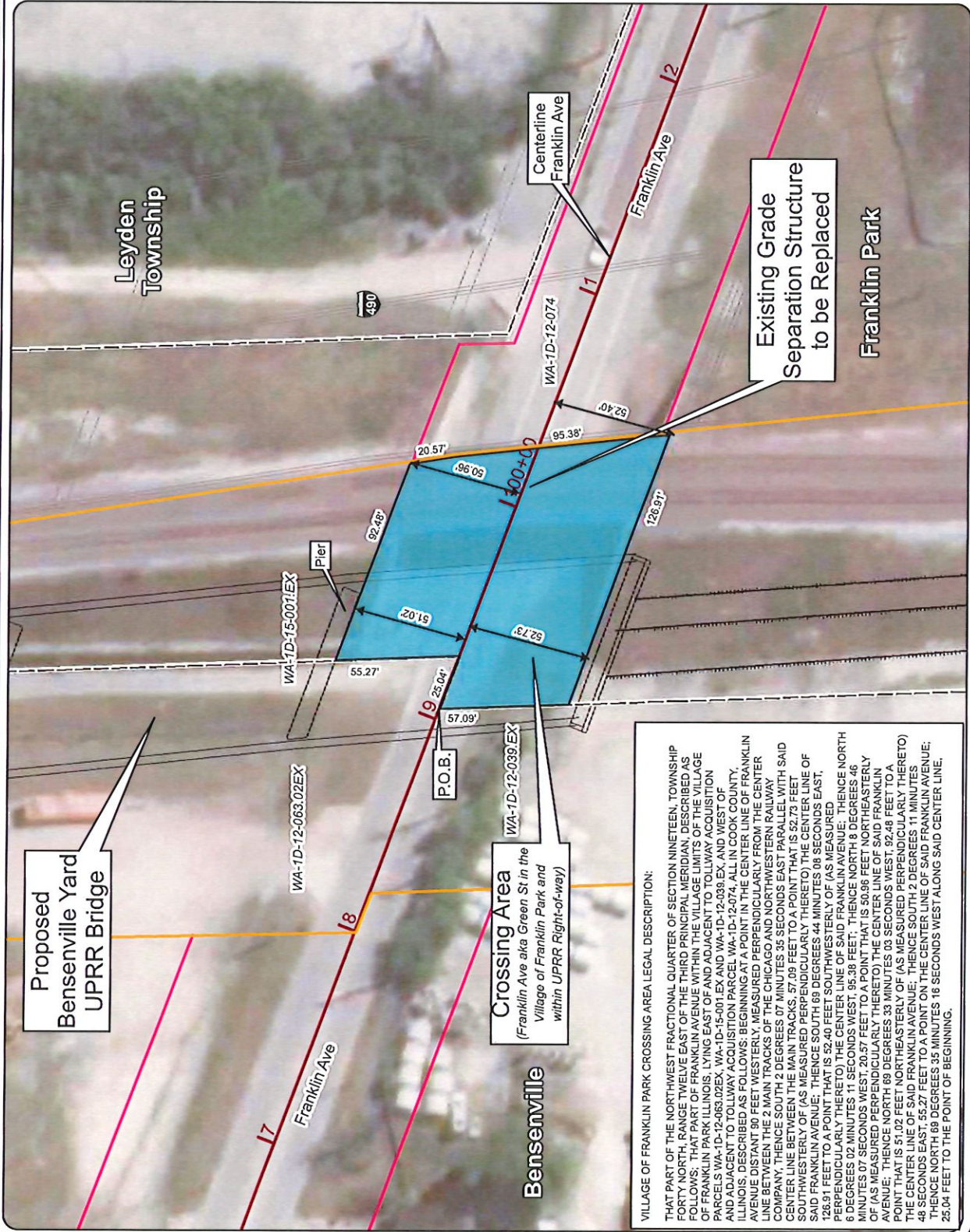
- Village of Franklin Park
- Franklin Ave aka Green St Crossing Area
- Franklin Ave Right-of-way
- UPRR Right-of-way
- Municipal Boundary
- Relocated UPRR Track



Part of the NW 1/4 of  
Section 19-40-12,  
Cook County, IL

## Exhibit A.1

UPRR at Franklin Avenue  
Village of Franklin Park  
Crossing Area Legal  
Description



**VILLAGE OF FRANKLIN PARK CROSSING AREA LEGAL DESCRIPTION:**

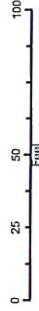
THAT PART OF THE NORTHWEST QUARTER OF SECTION NINETEEN, TOWNSHIP FORTY NORTH, RANGE TWELVE EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THAT PART OF FRANKLIN AVENUE WITHIN THE VILLAGE LIMITS OF THE VILLAGE OF FRANKLIN PARK ILLINOIS, LYING EAST OF AND ADJACENT TO TOLLWAY ACQUISITION PARCELS WA-1D-12-063.02EX, WA-1D-15-001.EX AND WA-1D-12-039.EX, AND WEST OF AND ADJACENT TO TOLLWAY ACQUISITION PARCEL WA-1D-12-074, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF FRANKLIN AVENUE, DISTANT 90 FEET WESTERLY, MEASURED PERPENDICULARLY FROM THE CENTER LINE OF SAID FRANKLIN AVENUE, TO A POINT THAT IS 52.73 FEET SOUTH WESTERLY OF (AS MEASURED PERPENDICULARLY FROM THE CENTER LINE OF SAID FRANKLIN AVENUE); THENCE SOUTH 68 DEGREES 11 MINUTES 07 SECONDS EAST PARALLEL WITH SAID CENTER LINE OF SAID FRANKLIN AVENUE; THENCE SOUTH 68 DEGREES 11 MINUTES 07 SECONDS WESTERLY (AS MEASURED PERPENDICULARLY FROM THE CENTER LINE OF SAID FRANKLIN AVENUE) 126.91 FEET TO A POINT THAT IS 52.40 FEET SOUTH WESTERLY (AS MEASURED PERPENDICULARLY THERE TO) THE CENTER LINE OF SAID FRANKLIN AVENUE; THENCE NORTH 6 DEGREES 02 MINUTES 11 SECONDS WEST, 95.38 FEET; THENCE NORTH 8 DEGREES 46 MINUTES 07 SECONDS WEST, 20.57 FEET TO A POINT THAT IS 50.96 FEET NORTH WESTERLY OF (AS MEASURED PERPENDICULARLY THERE TO) THE CENTER LINE OF SAID FRANKLIN AVENUE; THENCE NORTH 69 DEGREES 33 MINUTES 03 SECONDS WEST, 92.48 FEET TO A POINT THAT IS 51.02 FEET NORTH WESTERLY OF (AS MEASURED PERPENDICULARLY THERE TO) THE CENTER LINE OF SAID FRANKLIN AVENUE; THENCE SOUTH 2 DEGREES 11 MINUTES 48 SECONDS EAST, 55.27 FEET TO A POINT ON THE CENTER LINE OF SAID FRANKLIN AVENUE; THENCE NORTH 68 DEGREES 35 MINUTES 18 SECONDS WEST ALONG SAID CENTER LINE, 25.04 FEET TO THE POINT OF BEGINNING.



# Elgin O'Hare Western Access

## LEGEND

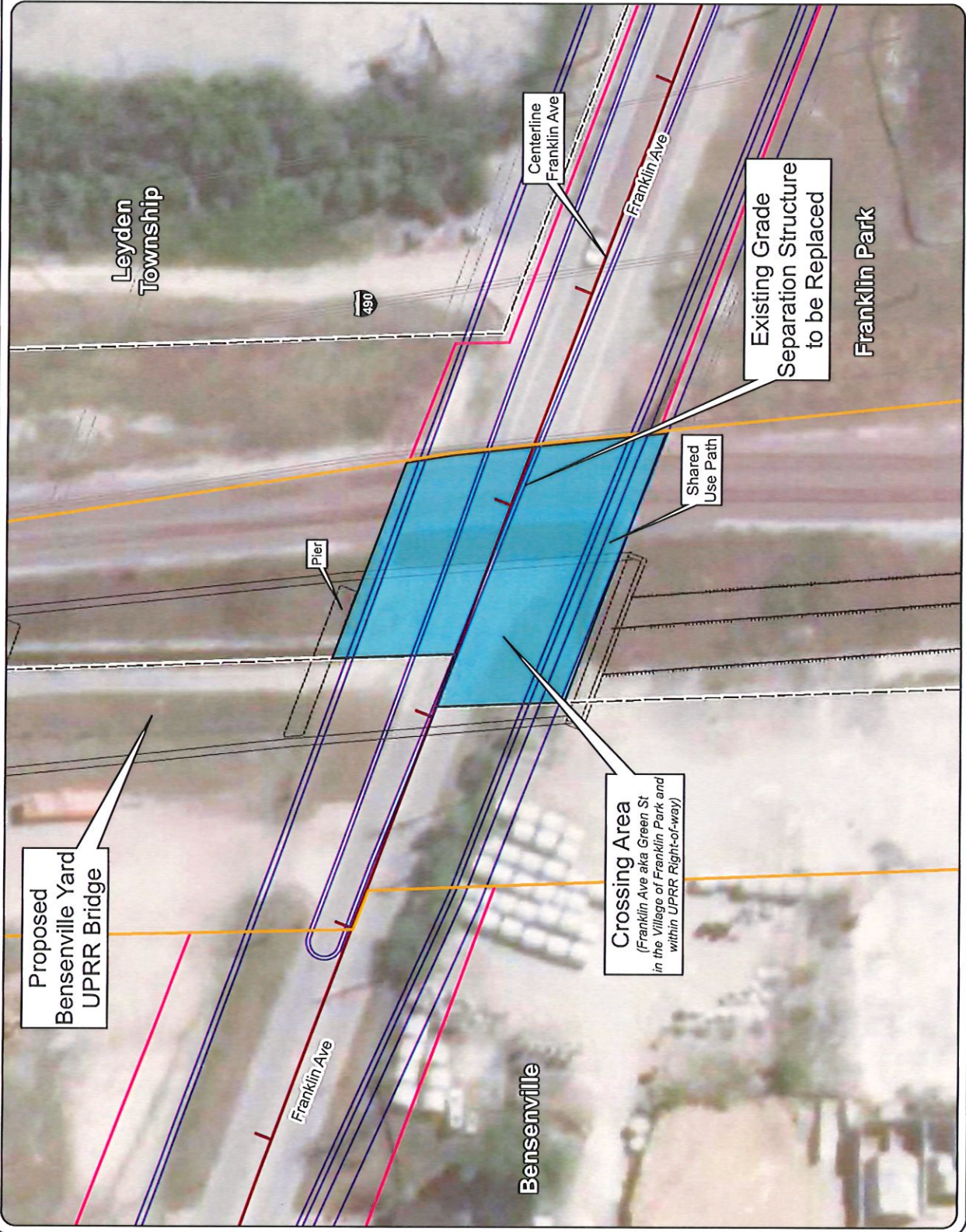
- Village of Franklin Park
- Franklin Ave aka Green St
- Crossing Area
- Franklin Ave Right-of-way
- UPRR Right-of-way
- Municipal Boundary
- Relocated UPRR Track
- Roadway Improvements



Part of the NW 1/4 of  
Section 19-40-12,  
Cook County, IL

## Exhibit A.2

UPRR at  
Franklin Avenue  
Village of Franklin Park  
Crossing Area Details



Proposed  
Bensenville Yard  
UPRR Bridge

Crossing Area  
(Franklin Ave aka Green St  
in the Village of Franklin Park and  
within UPRR Right-of-way)

Existing Grade  
Separation Structure  
to be Replaced

Shared  
Use Path

Pier

Leyden  
Township

Bensenville

Franklin Park

Centerline  
Franklin Ave

Franklin Ave



**EXHIBIT B  
TO  
PUBLIC HIGHWAY UNDERPASS AGREEMENT**

**SECTION 1. CONDITIONS AND COVENANTS**

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Roadway for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Roadway for railroad purposes, or for gas, oil, or gasoline pipelines. Any lines constructed on the Roadway by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the Roadway for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon the Roadway. No nonparty shall be admitted by the Political Body to use or occupy any part of the Roadway without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Roadway with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Roadway, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew, and replace tracks, facilities and appurtenances; and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication, or power lines to the Underpass Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Roadway.

E. So far as it lawfully may do so, the Political Body will assume, bear, and pay all taxes and assessments of whatsoever nature or kind (whether general, local, or special) levied or assessed upon or against the Roadway, excepting taxes levied upon and against the Roadway as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the use, maintenance, and repair of the Roadway, or for the performance of any work in connection with the Roadway, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

## **SECTION 2. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering - Design.

**SECTION 3.** Intentionally omitted.

## **SECTION 4. MAINTENANCE AND REPAIRS**

A. The Political Body, at its expense, shall maintain, repair, and renew, or cause to be maintained (including without limitation debris removal, snow removal, and graffiti abatement), repaired and renewed, the Roadway within the Crossing Area including but not limited to grading and drainage required by reason of the Roadway, sidewalks, curbs, gutters, and fencing.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the Underpass Structure, including, but not limited to the superstructure, substructure, pier, abutment, deck waterproofing, walls, railroad rails, ties, ballast and communication and signal facilities owned by the Railroad.

## **SECTION 5. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected, and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Roadway.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Underpass Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or

activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective

bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state, and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Roadway. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed, or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer, or permit anything which will or may obstruct, endanger, interfere with, hinder, or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations, or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Roadway shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Roadway, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security, and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable, or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with repair, maintenance, or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities on the Roadway (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted, or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or the Railroad's owned and maintained drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 6. INTERIM WARNING DEVICES**

If at any time it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until any such work involving the Crossing Area and/or the Underpass Structure has been completed.

#### **SECTION 7. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

**SECTION 8.** Intentionally omitted.

#### **SECTION 9. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Underpass Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

## **SECTION 10. MODIFICATION – ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any waiver by the Political Body or Railroad of any default by the Political Body or Railroad shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings, or agreements, whether written or oral, with respect to this Agreement or any part thereof.

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**THE VILLAGE OF FRANKLIN PARK**  
**COOK COUNTY, ILLINOIS**

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**ORDINANCE**

NUMBER 2526-G-\_\_

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**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,  
ILLINOIS APPROVING A FIRST AMENDMENT TO PURCHASE AND SALE  
AGREEMENT FOR THE REDEVELOPMENT OF 9651 FRANKLIN AVENUE,  
FRANKLIN PARK ILLINOIS BY AND BETWEEN THE VILLAGE OF  
FRANKLIN PARK AND THE LOBOS GROUP, LLC**

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**BARRETT F. PEDERSEN, Village President**  
**APRIL ARELLANO, Village Clerk**

**IRENE AVITIA**  
**GILBERT J. HAGERSTROM**  
**JOHN JOHNSON**  
**WILLIAM RUHL**  
**KAREN SPECIAL**  
**ANDY YBARRA**  
**Trustees**

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ORDINANCE NUMBER 2526-G- \_\_

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING A FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR THE REDEVELOPMENT OF 9651 FRANKLIN AVENUE, FRANKLIN PARK ILLINOIS BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK AND THE LOBOS GROUP, LLC

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WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village and The Lobos Group, LLC, (the "*Developer*") entered into a Purchase and Sale Agreement for the Redevelopment of 9651 Franklin Avenue, Franklin Park, Illinois (the "*Agreement*"); and

WHEREAS, the Village and Developer desire to execute a first amendment to the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the "*Corporate Authorities*") find it is in the best interests of the Village to enter into the First Amendment, as herein defined.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** That the First Amendment to the Purchase and Sale Agreement for the

Redevelopment of 9651 Franklin Avenue, Franklin Park, Illinois, by and between the Village of Franklin Park and The Lobos Group, LLC, a copy of which is attached hereto and made a part hereof as Exhibit A (the "*First Amendment*"), is hereby approved substantially in the form presented to the Village Board, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Community Development or Village Attorney, the execution thereof by the Village President to constitute the approval by the Corporate Authorities of any and all changes or revisions therein contained.

**Section 3.** The Village President, Village Clerk and Village Attorney are hereby authorized and directed to execute and deliver the First Amendment and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described and the Village Attorney is further authorized to prepare and execute any such document and undertake such action to ensure the conveyance and development of the Property.

**Section 4.** The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance, the First Amendment, and the Agreement and complete the sale of the Property.

**Section 5.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**Section 6.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 7.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

**ADOPTED** by the President and Board of Trustees of the Village of Franklin Park, Cook

County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_ 2026, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>	<b>PRESENT</b>
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
<b>TOTAL</b>					

**APPROVED** by the President of the Village of Franklin Park, Cook County, Illinois on

this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
BARRETT F. PEDERSEN  
VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
APRIL ARELLANO  
VILLAGE CLERK

Exhibit A

First Amendment

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT  
FOR THE REDEVELOPMENT OF 9651 FRANKLIN AVENUE, FRANKLIN  
PARK, ILLINOIS BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK  
AND THE LOBOS GROUP, LLC**

THIS FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT FOR THE REDEVELOPMENT OF 9651 FRANKLIN AVENUE, FRANKLIN PARK, ILLINOIS BY AND BETWEEN THE VILLAGE OF FRANKLIN PARK AND THE LOBOS GROUP, LLC (the "Amendment") is made this 20th day of April 2026 (the "Amendment Effective Date") by and between the VILLAGE OF FRANKLIN PARK, an Illinois municipal corporation (the "Village"), and THE LOBOS GROUP, LLC, an Illinois limited liability company (the "Developer"). The Village and Developer shall also be known collectively, as the "Parties."

**WITNESSETH:**

**WHEREAS**, Village and Developer previously entered into a Purchase and Sale Agreement for the Redevelopment of 9651 Franklin Avenue, Franklin Park, Illinois on October 27, 2025 (the "Agreement") pertaining to the conveyance of an one-story brick and stone commercial building built in 1946 and approximately 2,500 square feet in size on a 4,530 square foot lot that is identified by permanent index number (PIN) 12-28-208-010-0000 and as legally described on Exhibit A of the Agreement; and

**WHEREAS**, Village and Developer desire to amend the Agreement on the terms and conditions contained in this Amendment.

**NOW, THEREFORE**, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and the other mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

**Section 1.**     Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements are material to this Amendment and are incorporated into and made a part of this Amendment as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

**Section 2.**     Amendment to Agreement.

2.1     Amendment to Section 3.1. Section 3.1 entitled "*Purchase Price*" of the Agreement is hereby amended by deleting Section 3.1 in its entirety and adding the following new language to read, as follows:

"3.1     Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be ONE HUNDRED FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$115,000.00) payable by wire transfer of immediately available funds at the Closing, against which the Earnest Money (as defined below) and any net credit or proration will be debited or credited accordingly."

2.2     Amendment to Article 3. Article 3 entitled "*Purchase Price*" of the Agreement is

hereby amended by adding the following new language to Article 3 to read, as follows:

“3.3 Waiver of Reimbursements for Project Cost and Incentives. Developer acknowledges and agrees that except for the reduction of the Purchase Price and waiver of building permit fees (excluding third party fees), it shall not seek reimbursements for any Project cost or other financial incentive from the Village. The Developer may apply for Enterprise Zone benefits, as approved by the Village in its sole discretion. The Developer may apply for a Cook County Class 7C incentive in accordance with the Cook County Real Property Assessment Classification Ordinance, and the Village agrees to waive its application fee and provide a resolution in support of such application, as approved by the Village in its sole discretion on or before the Inspection Date.”

2.3 Amendment to Subsection 6.2.1. Subsection 6.2.1 entitled “*Inspection Period*” of the Agreement is hereby amended by deleting Subsection 6.2.1 in its entirety and adding the following new language to read, as follows:

“6.2.1 Inspection Period. The obligation of Developer to purchase the Property is subject to the condition that Developer, in its reasonable judgment based upon the Inspections and analysis at its sole cost and expense, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, zoning and the feasibility of Developer's contemplated use of the Property (the “**Inspection Contingency**”). Developer shall satisfy or waive such Inspection Contingency before Developer shall be obligated to purchase the Property. This Inspection Contingency shall be satisfied or waived by Developer, or this Agreement terminated by Developer, no later than the end of the Inspection Period. The “**Inspection Period**” is that period beginning on October 27, 2025, and ending at 5:00 p.m. Central Time on June 30, 2026 (the “**Inspection Date**”). Developer may at any time on or before the expiration of the Inspection Period, do one of the following: (i) send notice of acceptance to the Village (the “**Termination Waiver**”); or (ii) terminate this Agreement by sending written notice to the Village (the “**Termination Notice**”). If Developer fails to timely send a Termination Waiver or Termination Notice, Developer shall be deemed to have irrevocably sent a Termination Notice. Upon issuance of the Termination Notice, Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Developer delivers a Termination Waiver, Developer shall have no further right to terminate the Agreement.”

**Section 3.** Defined Terms. Capitalized terms not otherwise defined in this Amendment have the meanings respectively ascribed to in the Agreement.

**Section 4.** Agreement in Full Force and Effect. Except for the provisions of this Amendment, all the terms, covenants, and conditions of the Agreement and all the rights and obligations of the Parties thereunder, shall remain in full force and effect, are not otherwise altered, amended, revised, or changed. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control.

**Section 5.** Counterparts. This Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the Amendment Effective Date, as written above.

VILLAGE OF FRANKLIN PARK, ILLINOIS,  
an Illinois municipal corporation

\_\_\_\_\_  
Village President

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

On this \_\_\_\_ day of \_\_\_\_\_ 2026, before me, personally appeared Barrett F. Pedersen, personally known, who being by me duly sworn did say that he is the Village President of the Village of Franklin Park, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

THE LOBOS GROUP, LLC

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

Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

On this \_\_\_\_ day of \_\_\_\_\_ 2026, before me, personally appeared Elva Villalobos, personally known, who being by me duly sworn did say that they have read this Agreement and understand they are entering into contract for the purchase of property as a duly qualified and authorized officer of the above-referenced company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Cook County, Illinois the day and year last above written.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires:



## Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists  
www.hlrengineering.com

April 10, 2026

Mr. Thomas McCabe  
Village Engineer — Village of Franklin Park  
9500 Belmont Avenue  
Franklin Park, Illinois 60131

### RE: 2026-2028 Vegetation Management Proposal

Dear Mr. McCabe,

Thank you for the opportunity to provide a natural area maintenance proposal for the Village of Franklin Park. Hampton, Lenzini, and Renwick, Inc. (HLR) has had the privilege of assisting with this work for the past several years and would like to continue working with Village staff to provide natural area maintenance services, ultimately increasing the ecological health of Franklin Park natural areas.

#### Individual Site Management Plans

HLR managed the Nevada Basin, the Police Station, four rock basins, and 14 rain gardens for the Village of Franklin Park. Each site continues to improve with maintenance. During the 2025 season, HLR implemented several management techniques including chemical treatment of invasive species, mechanical treatment, and seed installation. Below are the yearly management summaries for each site managed by HLR for the Village of Franklin Park.

#### **Nevada Basin:**

During the 2025 growing season, HLR performed chemical and mechanical management practices to reduce invasive and weedy species. Species targeted during herbicide application this growing season include perennial ryegrass (*Lolium perenne*), horseweed (*Erigeron canadensis*), common ragweed (*Ambrosia artemisiifolia*) and cattail (*Typha spp.*).

Many native plants have established throughout the upland slopes and in the wetland area including black-eyed Susan (*Rudbeckia hirta*), butterfly weed (*Asclepias tuberosa*), purple prairie clover (*Dalea purpurea*), great bulrush (*Schoenoplectus tabernaemontani*), water plantain (*Alisma subcordatum*), plains coreopsis (*Coreopsis tinctoria*), purple coneflower (*Echinacea purpurea*), and yellow coneflower (*Ratibida pinnata*). In the summer months, the perimeter of the site was mowed to allow the village access to necessary equipment and maintenance. The risk of new weedy species establishing in this area and further disturbance to the site increases, as removing the buffer can reduce the protection of wetland species within the center of the basin. Mowing should be avoided, to allow native plants to thrive in these areas.

For the 2026 season, HLR recommends the continuation of routine herbicide treatment during the growing season to remove any aggressive weedy species and allow the abundance of native plants to thrive. The ryegrass and cattail should be monitored throughout future growing seasons. The installation of native seed would increase biodiversity and fill in any areas where undesirable species have been removed.

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1707 N. Randall Road  
Suite 100  
Elgin, IL 60123  
Tel. 847.697.6700  
Fax 847.697.6753

380 Shepard Drive  
Elgin, Illinois 60123-7010  
Tel. 847.697.6700  
Fax 847.697.6753

380 N. Terra Colla Road  
Unit G  
Crystal Lake, Illinois 60012  
Tel. 847.697.6700  
Fax 847.697.6753

3085 Stevenson Drive  
Suite 201  
Springfield, Illinois 62703  
Tel. 217.546.3400  
Fax 217.546.8116

323 West 3rd Street  
P.O. Box 160  
Mt Carmel, Illinois 62863  
Tel. 618.262.8651  
Fax 618.263.3327



(6.24.2025)



(6.24.2025)

**Police Station:**

This site is home to an abundance of native plant species with minimal invasive species present. The species targeted this growing season included crown vetch (*Coronilla varia*), teasel (*Dipsacus fullonum*), and sweet clover (*Melilotus officinalis*). The persistent applications of herbicide each season have continued to keep invasive and unwanted species limited at this site. Historically, the center of this basin had a large population of cattail (*Typha spp.*). Each year, this cattail has been thoroughly treated at each visit. During the 2025 season, cattail has shown a continued decrease in population within site. This basin is now filled with a large variety of high-quality wetland plants.

Native plants dominate this site and continue to increase in population. Native plant species found on site along the upland slopes include foxglove beard-tongue (*Penstemon digitalis*), prairie dock (*Silphium terebinthinaceum*), purple coneflower (*Echinacea purpurea*), black-eyed Susan (*Rudbeckia hirta*), Prairie cordgrass (*Spartina pectinata*), cup plant (*Silphium perfoliatum*), blue wild indigo (*Baptisia australis*), and compass plant (*Silphium laciniatum*). Joe Pye weed (*Eupatorium maculatum*), soft-stemmed bulrush (*Schoenoplectus tabernaemontani*), river bulrush (*Scirpus fluviatilis*) and swamp milkweed (*Asclepias incarnata*) are among the species found in the more saturated depressions of the site.

For the 2026 season, HLR recommends the continuation of monthly herbicide treatments during the growing season and continued monitoring of the cattail population within the center of the basin. This will aid in maintaining the high quality of this site. Installing a custom native seed mix in both the upland buffers and wetland basins of this site will increase plant diversity in the next growing season.



(6.02.2025)



(6.02.2025)

### Rock Basins:

HLR managed vegetation growth at four rock basins in 2025. The vegetation at each of these rock basins was managed through persistent chemical application. The four rock basins include the two Copenhagen basins, the Rentmeister basin, and Talbott basin.

The two Copenhagen basins, the Rentmeister basin, and the Talbott basin are all rock-based stormwater detention basins. Monthly chemical treatments were conducted at each basin to remove any vegetation and prevent further growth in the basin. The lack of vegetation in these basins will deter waterfowl which is beneficial due to the proximity to the airport. Our biggest concern at the rock basins is the growth of the weedy species amaranth (*Amaranthus spp.*) which can be resistant to some herbicides. Adjustments were made to the chemical formula used, and the population of amaranth was reduced. All other weedy species were managed and eradicated effectively with the standard monthly herbicide treatments.

For the 2026 season, HLR recommends continuing monthly herbicide treatment at each basin to remove all vegetation present in the rock basins.



(6.02.2025)



(6.02.2025)

### Rain Gardens:

HLR began managing 14 rain gardens in the spring of 2023 as part of the Pacific Avenue Green Infrastructure Improvement project in Franklin Park. Management for 2025 included multiple hand weeding treatments throughout the growing season to maintain a neat appearance. Field bindweed (*Convolvulus arvensis*), lamb's quarters (*Chenopodium album*), and crabgrass (*Digitaria sanguinalis*) were the weed species of most concern in the rain gardens.

Field bindweed was especially present within these rain gardens. This invasive species is extremely aggressive with a deep root system that spreads widely and can smother other plants. Two supplemental chemical applications, targeting field bindweed, were necessary to decrease further spread of this unwanted species.

Each rain garden shows steady growth with a variety of native plants flourishing. Each of the species found within these gardens has established very quickly. This will continue to benefit the surrounding area with the environmental and community benefits it provides. Some of the high-quality native plants present in the rain gardens include purple coneflower (*Echinacea purpurea*), blue vervain (*Verbena hastata*), common milkweed (*Asclepias syriaca*), blue flag iris (*Iris versicolor*), black-eyed Susan (*Rudbeckia hirta*), swamp milkweed (*Asclepias incarnata*), and foxglove beardtongue (*Penstemon digitalis*).

In 2026, HLR recommends continuing consistent hand weeding treatments throughout the growing season. To reduce weed growth of species such as field bindweed, future chemical application should be considered. Each rain garden will be monitored closely for overgrowth or undergrowth of native plants. Supplemental plantings should be completed in any area with sparse vegetation.



(7.31.2025)



(6.11.2025)

### **Chemical Invasive Control**

Herbicide can be a very effective means of controlling invasive species. The plant communities will be monitored for invasive species including, but not limited to reed canary grass, thistles, and common reed. Populations of these species will be controlled by "wick" or directed (shielded spray) application of an approved systemic herbicide when the plants reach leaf/flowering stage, but preferably prior to seed head formation, in early summer, with the following exceptions: common reed is best controlled during the flowering stage in late summer, reed canary grass is best controlled in spring just prior to flowering (around May 15) or in fall.

The scope will include the preparation of an ILG87 NPDES permit for pesticide application point source discharges which is required for herbiciding on or near surface water. HLR will prepare a Notice of Intent (NOI).

All herbicide applications will be conducted under the supervision of a wetland specialist. A water safe, systemic herbicide will be utilized for this site. The application of herbicides will be performed only by persons licensed or certified in the State of Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels and applicable codes, standards and best management practices.

### **Mechanical Invasive Control**

Mechanical control includes cutting, mowing and/or the digging up of individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is effective means of control for annual species and may be implemented in select areas of the site. Spot mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8 to 12 inches above the ground surface which allows annual invasive seed heads to be cut off and does not damage native plants.

### **Enhancement Overseed**

An overseed will be conducted for the basin according to the management schedule below. Overseeding promotes aesthetic appeal of the natural area and encourages quicker recovery to areas previously dominated by invasive vegetation. The area will be seeded with an aggressive custom seed mix to combat invasive species, enhance the aesthetics of the site, and promote diversity of the ecosystem. The seed mix will have a diversity of flowering species and grasses, such as grey-headed coneflower (*Ratibida pinnata*), big bluestem (*Schizachyrium scoparium*), wild bergamot (*Monarda fistulosa*), Indian grass (*Sorghastrum nutans*), purple coneflower (*Echinacea purpurea*), little bluestem (*Andropogon gerardii*) and black-eyed Susan (*Rudbeckia hirta*). The forbaceous plants chosen are aggressive flowering natives that have very long blooming periods, making them an attractive and constructive addition to the ecosystem.

### **Fee Schedule**

HLR, Inc. agrees to provide the proposed maintenance services based on the lump sum costs in the fee schedule below.

2026 Nevada Basin	
Chemical Control	\$ 7,700.00
Mechanical Control	\$ 500.00
Overseed (Material and Installation)	\$ 800.00
<b>Total</b>	<b>\$ 9,000.00</b>

2026 Police Station	
Inspect areas for invasive species with herbicide as appropriate. Herbicide treatments will be conducted by an Illinois Certified Applicator skilled in distinguishing undesirable species from native immature plants	\$ 4,000.00
Mechanical control of weedy vegetation in full bloom to kill the undesirable plants and prevent them from seeding.	\$ 1,500.00
<b>Total</b>	<b>\$ 5,500.00</b>

2026 Rock Basins	
Monthly Herbicide Treatments	\$ 7,800.00
<b>Total</b>	<b>\$ 7,800.00</b>

2026 Rain Gardens	
Monthly Mechanical Control	\$18,600.00
Spring Mulch Installation	\$ 2,000.00
Monthly Herbicide Control	\$ 2,500.00
Debris Pick-up	\$ 300.00
Monthly Monitoring Inspections	\$ 1,600.00
<b>Total</b>	<b>\$25,000.00</b>

<b>2026 Total</b>	<b>\$47,300.00</b>
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2027 Nevada Basin	
Chemical Control	\$ 7,700.00
Mechanical Control	\$ 500.00
Overseed (Material and Installation)	\$ 800.00
<b>Total</b>	<b>\$ 9,000.00</b>

2027 Police Station	
Inspect areas for invasive species with herbicide as appropriate. Herbicide treatments will be conducted by an Illinois Certified Applicator skilled in distinguishing undesirable species from native immature plants	\$ 4,000.00
Mechanical control of weedy vegetation in full bloom to kill the undesirable plants and prevent them from seeding.	\$ 1,500.00
<b>Total</b>	<b>\$ 5,500.00</b>

<b>2027 Rock Basins</b>	
Monthly Herbicide Treatments	\$ 7,800.00
<b>Total</b>	<b>\$ 7,800.00</b>

<b>2027 Rain Gardens</b>	
Monthly Mechanical Control	\$18,600.00
Spring Mulch Installation	\$ 2,000.00
Monthly Herbicide Control	\$ 2,500.00
Debris Pick-up	\$ 300.00
Monthly Monitoring Inspections	\$ 1,600.00
<b>Total</b>	<b>\$25,000.00</b>

<b>2027 Total</b>	<b>\$47,300.00</b>
-------------------	--------------------

<b>2028 Nevada Basin</b>	
Chemical Control	\$ 7,700.00
Mechanical Control	\$ 500.00
Overseed (Material and Installation)	\$ 800.00
<b>Total</b>	<b>\$ 9,000.00</b>

<b>2028 Police Station</b>	
Inspect areas for invasive species with herbicide as appropriate. Herbicide treatments will be conducted by an Illinois Certified Applicator skilled in distinguishing undesirable species from native immature plants	\$ 4,000.00
Mechanical control of weedy vegetation in full bloom to kill the undesirable plants and prevent them from seeding.	\$ 1,500.00
<b>Total</b>	<b>\$ 5,500.00</b>

<b>2028 Rock Basins</b>	
Monthly Herbicide Treatments	\$ 7,800.00
<b>Total</b>	<b>\$ 7,800.00</b>

<b>2028 Rain Gardens</b>	
Monthly Mechanical Control	\$18,600.00
Spring Mulch Installation	\$ 2,000.00
Monthly Herbicide Control	\$ 2,500.00
Debris Pick-up	\$ 300.00
Monthly Monitoring Inspections	\$ 1,600.00
<b>Total</b>	<b>\$25,000.00</b>

<b>2028 Total</b>	<b>\$47,300.00</b>
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## **COMPENSATION**

### **Billing Terms**

For our services we will be paid the lump-sum amount of \$47,300.00 in 2026, \$47,300.00 in 2027, and \$47,300.00 in 2028.

### **Payment Terms**

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

### **Changed Conditions**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

### **Delays**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

### **Indemnification**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### **Mediation**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

### **Notice of Delay**

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

### **Right of Entry**

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

### **Standard of Care**

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **Suspension of Services**

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### **Termination**

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

### **Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

### **Unauthorized Changes**

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

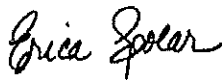
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with The Village of Franklin Park approval, please have the proper officials sign and date where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call Kristin Dumoulin at our Elgin office.

Yours truly,

**HAMPTON, LENZINI AND RENWICK, INC.**



Erica Spolar  
Executive Vice President

**ACCEPTANCE**

The terms and conditions of this letter agreement are hereby accepted by the Village of Franklin Park for the 2026-2028 Vegetation Management activities set forth above.

By \_\_\_\_\_

\_\_\_\_\_ Date

Title \_\_\_\_\_



Q-441569 - USD 28,346.08

# Quotation

**Address:**  
Magnet Forensics, LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States

**Phone:** 519-342-0195

**Quote #:** Q-441569-1  
**Issue Date:** 13 Apr, 2026  
**Expires On:** 10 May, 2026

**Bill To**

Todd Morin  
Franklin Park Police Department (IL)  
9451 W Belmont Ave  
Franklin Park, Illinois 60131  
United States  
18476718212  
tmorin@vofp.com

**Ship To**

Todd Morin  
Franklin Park Police Department (IL)  
9451 W Belmont Ave  
Franklin Park, Illinois 60131  
United States  
18476718212  
tmorin@vofp.com

**End User**

Todd Morin  
Franklin Park Police Department (IL)  
9451 W Belmont Ave  
Franklin Park Illinois 60131  
United States  
18476718212  
tmorin@vofp.com

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
John Bigler	551-574-5607	john.bigler@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT LIST PRICE *	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-ES	GrayKey License - Essentials Unlimited Consent and BFU Extractions. 30 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 30	12	USD 13,345.00	USD 12,010.50	1	USD 12,010.50
GK101	Magnet GrayKey Unit		USD 635.00	USD 635.00	1	USD 635.00
SH	Shipping & Handling		USD 85.00	USD 76.50	1	USD 76.50
3AT02	Magnet Forensics Training Annual Pass	12	USD 7,999.00	USD 7,199.10	1	USD 7,199.10
6AXB200	Magnet AXIOM Advanced Bundle		USD 0.00	USD 0.00	1	USD 0.00
6AX210	Magnet AXIOM Advanced	12	USD 7,225.00	USD 6,502.50	1	USD 6,502.50
5F000	Free Shipping		USD 0.00	USD 0.00	1	USD 0.00

\* SMS Unit Price based on a 12 Month Term

Total List Price	USD 29,289.00
Discount	USD 2,865.40
Sub-Total	USD 26,423.60
Taxes	USD 1,922.48
<b>Grand Total</b>	<b>USD 28,346.08</b>

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

**Terms & Conditions**

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to John Bigler at [john.bigler@magnetforensics.com](mailto:john.bigler@magnetforensics.com)