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VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
August 11, 2026, 7:00 PM

RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVENUE, MORTON GROVE, IL 60053

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 p.m. and the time between 6:00 p.m. and 7:00 p.m. shall be used for the Executive Session per 1-5-7:A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 p.m.

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

   a. Regular Meeting – July 28, 2026

5. **Public Hearings –** None

6. **Special Reports**

7. **Residents' Comments (agenda items only)**

8. **President's Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Dempster Street Corridor Steering Committee*

9. **Clerk's Report** – Family & Senior Services, Advisory Commission on Aging, Condominium Association, Maine Township

10. **Staff Report**

    a. **Village Administrator**

    b. **Corporation Counsel**

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11. **Reports by Trustees**

    a. **Trustee Khan –** *Finance Department, Appearance Commission, (Trustee Travis)*

    b. **Trustee Minx –** *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*

    c. **Trustee Shiba –** *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department, Sawmill Station TIF (Trustee White)*

    d. **Trustee Thill –** *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*

    e. **Trustee Travis –** *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, Niles Township Government (Trustee Khan)*

        1. **Resolution 26-47**: Authorizing Entrance into an Agreement with Crossing Guard Services in Stamford Connecticut Through a Request for Proposal Process

    f. **Trustee White –** *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board, Lincoln/Lehigh TIF (Trustee Shiba)*

        1. **Ordinance 26-16 (*Introduced August 11, 2026, First Reading):*** An Ordinance Approving and Authorizing the Execution of An Economic Incentive and Tax Increment Allocation Financing Development Agreement by and Between the Village of Morton Grove, Illinois, and 8500 MG LLC in Regard to Certain Real Property Located in the Lincoln/Lehigh Tax Increment Financing Redevelopment Area and the Expenditure of Funds from the Lincoln/Lehigh Tax Increment Financing District Fund

12. **Other Business**

13. **Presentation of Warrants** –$878,322.38

14. **Residents' Comments**

15. **Adjournment**

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MINUTES OF A REGULAR MEETING OF THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS JULY 28, 2026

CALL TO ORDER

I. II. Village President Janine Witko convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall and led the assemblage in the Pledge of Allegiance.

III. Village Clerk Eileen Scanlon Harford called the roll. Present were Trustees Rita Minx, John Thill, Connie Travis, and Keith White. Trustee Saba Khan was absent with notice.

IV. APPROVAL OF MINUTES

Mayor Witko asked for a motion to approve the Minutes of the July 14, 2026 Regular Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee White.

Motion passed unanimously 5-0 plus 1 absent via voice vote.

V. PUBLIC HEARINGS

NONE

VI. SPECIAL REPORTS

Mayor Witko called Fire Chief Dennis Kennedy to the podium.

1. **Appointment of George Carlson to District Fire Chief**

a. Chief Kennedy said it was his honor to appoint George Carlson as the Village's next District Chief. He invited George to join him at the podium and bring his family along. George introduced his mother, his wife, two daughters, and his son. Chief Kennedy commented on the position of District Chief, explaining that there's one District Chief for each of three shifts. They are essentially in charge of the Fire Department for a 24-hour shift. They each have the same rank, so each of them is second in command of the department overall. In the absence of the fire chief, they are in command of the Fire Department. It's an essential rank which carries with it great responsibility. They can and do everything from incident command to handling day-to-day tasks. In the fire service, each is considered a three-bugle chief. It is quite an honor and is deemed upper management.

b. Chief Kennedy then gave a brief biography of George: He began his fire service career in 2001 as a firefighter in Morton Grove and was promoted to Lieutenant in 2021.

VI. **SPECIAL REPORTS** (continued)

c. Over his 25 years of service, George has earned numerous certifications, including Advanced Company Officer and Chief Fire Officer. He is currently completing his undergraduate program in Fire Science and Emergency Management at Purdue University.

d. At the MGFD, George plays many roles and notably served as president of the Firefighters Association of Morton Grove for eight years.

e. George is very grateful for the tremendous support of his wife, Pam, his four children, Jake, Kate, Angela, and Nicole; his parents, Nancy and George Sr., the rest of his family, his friends, and his second family at the Morton Grove Fire Department. George considers it a privilege to serve the residents of Morton Grove and looks forward to the honor of continuing the MGFD's invaluable traditions for years to come.

f. Chief Kennedy then administered the oath of office, after which George's son Jake pinned on his new badge. The Board members congratulated him, and Mayor Witko thanked George and his family for his many years of service thus far.

2. **Development Agreement with Andy's Frozen Custard Stores for the Property at 6724 Dempster**

Zoe Heidorn, Director of Community and Economic Development, presented this report.

a. She said it was her pleasure tonight to present a redevelopment agreement between the Village of Morton Grove and Andy's Frozen Custard Stores LLC. This is an exciting project. Ms. Heidorn said we typically follow redevelopment agreements through the entitlement process first, and then tee up the redevelopment agreement or the economic incentive agreement between the Village and the developer. This time, we're doing the redevelopment agreement first because Andy's is very excited to secure this property for entitled in 2027 and construction in 2028. Ms. Heidorn added that, but for the persistence and diligence of Mayor Witko, she doesn't think this project would be possible. Over a year ago, Mayor Witko approached Andy's, asking them to consider Morton Grove. It took several meetings to demonstrate how wonderful and special Morton Grove is, and how Andy's would be a perfect fit for this site. Ms. Heidorn thanked Mayor Witko and Andy's for this wonderful project.

b. Ms. Heidorn pointed out that the property at 6724 Dempster was vacant from 2006 to 2009. It is a 1.11 acre property that is split-zoned. The southern portion is zoned Commercial; the northern portion is zoned Single Family Residential. In 2024, there was a redevelopment project and entitlements for a project by Joe Donuts for a mixed-use development. There were several iterations of the project; ultimately, that project failed to come to fruition. So Joe Donuts is seeking to sell the property to Andy's Custard Stores for this proposed project.

c. Ms. Heidorn provided some information about Andy's. They've been in operation since 1986. They are a quick-service frozen dessert business serving delicious frozen custard, so they've had 39 years of demonstrated success in the dessert business. They are based in Springfield, MO.

VI. **SPECIAL REPORTS** (continued)

d. Ms. Heidorn said she can personally attest to their custard, as she has been eating Andy's frozen custard since she was a small child. Andy's currently operates in 15 states with 170 locations, and more stores under construction. They have a steady pipeline of new stores, so Morton Grove will be in queue now for construction in 2028. Andy's is known for its fresh, made-daily frozen custard and drive through service. They have very attractive branding and are a family owned and operated business.

e. Andy's is proposing a 2,000 square foot new commercial restaurant/drive-through to be built on the two southern-most commercial lots. The two single-family residential lots will be sold to a local builder. There is currently a purchase and sale agreement in place with the unknown builder who has successfully built single-family homes in Morton Grove. The developer, Andy's, will construct shared stormwater detention facilities to serve the commercial development and a single-family home. A Special Use Permit will be required for the drive-through facility, but that will be something they'll work on in 2027, and then, in 2028, construction will occur.

f. Ms. Heidorn gave an overview of the agreement that will presented later tonight as a Resolution: Andy's, on the day of closing on the property, or shortly thereafter, will sell the two vacant single-family lots to the local builder. The total project costs for Andy's is approximately $4.5M. The Village is in support, and staff is recommending an assistance level of $780,000 in net TIF assistance. These are Sawmill Station TIF dollars. $880,000 would be provided to Andy's at the closing, with a note and mortgage secured by the Village. That note would not be forgiven until the project was fully built and a certificate of occupancy issued. Upon the sale of the single-family lots from Andy's to the builder, the Village would receive a refund of up to $500,000. Ms. Heidorn said her understanding of the purchase and sale agreement covers two lots for a total of $500,000. $400,000 would be provided to the developer or Andy's for site improvements. That would be a reimbursement of TIF-eligible expenses. So, in total, $780,000 in assistance represents 17.3% of the total project cost, which is well within what the Village typically offers for a commercial redevelopment agreement. The Village is well secured and protected in this assistance package. There is also a 10-year requirement to operate by Andy's or a similar operator.

g. Ms. Heidorn discussed Project Benefits: The current vacant property generates $21,000 per year, approximately, in property tax. Anything over that amount would go back into the Sawmill Station TIF District as increment for the duration of the TIF. Estimated property tax revenue at the completion of the project would be $110,000 per year—Andy's generating $70,000; the single-family residences generating approximately $40,000. Also, the Village is estimating sales tax revenue of approximately $50,000 in local sales tax to the Village. So, a net increase of about $139,000 in tax revenue starting in Year 1, and that would be estimated to increase. In looking at the total incentive versus the taxes generated each year, it would be paid off in 5–6 years.

h. Ms. Heidorn then introduced Robert de la Fuente, Real Estate Director for Andy's Frozen Custard Stores. He said he was thrilled to have this project in front of the Board, adding that, had it not been for Ms. Heidorn, Village Administrator Chuck Meyer, and Corporation Counsel Terry Liston, being creative and persistent along the way, this project would not have come together, and it has come together nicely. He said he'd like to get the Morton Grove store built as soon as they can handle it.

VI. **SPECIAL REPORTS** (continued)

i. Mr. de la Fuente said Andy's has about five stores in the queue from the Chicago area. He said that Andy's opens about three new stores every year, adding that this is actually their 40th year, but all their growth has actually occurred in the last decade or so. In 2016, Andy's had 29 stores, and tomorrow, Andy will be heading to Bentonville to open store #190. Mr. de la Fuente said that Chicago is Andy's biggest market and it's most corporate market. Stores there will be corporately run, corporately owned stores, corporately guaranteed. He told the Board he'd be happy to answer any questions they may have.

j. The Board had no questions. Mayor Witko expressed her happiness that Andy's is coming to Morton Grove. She promised that this would be a mutually beneficial relationship, adding this project will be a boost to our quality of life. She said, "It's a great location and the location is great, too. What better to put there than Andy's Custard. I can't think of anything better!"

k. Ms. Heidorn then asked if there were any questions for staff. There were none. Mayor Witko thanked Ms. Heidorn for all her work and assistance to get Andy's to Morton Grove.

VII. **RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)**

NONE

VIII. **PRESIDENT'S REPORT**

1. Mayor Witko encouraged the assemblage to participate in the Morton Grove Police Department's "National Night Out," on August 4 from 5:30–8:30 p.m. in the Civic Center parking lot.

2. Mayor Witko said she had noticed on social media there was an uptick in comments from people complaining of an increase in litter in the Village. She asked residents and businesses to please be considerate and stop littering. Morton Grove is a beautiful town, and people would like it to stay that way.

IX. **CLERK'S REPORT**

Clerk Scanlon Harford had no formal report this evening.

X. **STAFF REPORTS**

A. Village Administrator:

Mr. Meyer was absent with notice; no formal report this evening.

X. **STAFF REPORTS** (continued)

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. **TRUSTEES' REPORTS**

A. Trustee Khan:

Trustee Khan was absent with notice; no formal report this evening.

B. Trustee Minx:

1. Trustee Minx had comments regarding Morton Grove Days. She said it was unfortunate that the weather didn't cooperate with the event this year, but fortunately, the Morton Grove Days Committee had obtained "rain insurance" in the amount of $30,000, so that was quite helpful.

a. The Committee's share of the carnival proceeds came to $35,725, and sponsorships accounted for another $51,484. The entertainment pavilion took in $17,119. This is not a final accounting, it's an initial picture of how they event did.

b. Trustee Minx again thanked the many volunteers who stepped up to help make the Morton Grove Days event a fun time for everyone!

C. Trustee Shiba:

1. Trustee Shiba presented **Resolution 26-44, Authorizing an Agreement with AIS International for Three Lenovo SR630 Servers to Provide Computer Infrastructure for the Village**.

a. He explained that the Village uses computer infrastructure to support normal business operations. The Information Technology Division routinely upgrades the server hardware component of this infrastructure to ensure serviceability, performance, and capacity. The existing hardware has reached the end of its hardware support and software platform licensing, and shall be replaced in order to provide continued technology service delivery to Village departments. The hardware will be purchased via OMNIA Partners Region 4 Cooperative Purchasing Contract #R250307 with the Region 4 of the Education Service Centers (ESC) of Texas. OMNIA Partners Cooperative is a private entity and is not directly sponsored by a government entity or an IGA, and therefore it is the opinion of the Village Administrator that OMNIA does not meet the technical requirements for a cooperative procurement program exception of Section 1-9A-4-B-4 of the Village Code. However, they do provide cooperative purchasing services for governments, and in this instance the Village is utilizing a cooperatively purchased contract through the government entity of ESC Region 4 in Texas.

XI. **TRUSTEES' REPORTS** (continued)

b. The Village also solicited quotes from other sources and found OMNIA to be the most cost-effective option. The Village Administrator recommends that the Village Board approves a waiver from the competitive bidding process via 2/3 vote of the Board of Trustees.

The economic impact of this Resolution is $42,849.00.

Trustee Shiba moved to approve Resolutions 26-44, seconded by Trustee Minx.

Motion passes: 5 ayes, 0 nays, 1 absent.

Tr. Khan	**absent**	**Tr. Minx**	**aye**	**Tr. Shiba**	**aye**
Tr. Thill	**aye**	**Tr. Travis**	**aye**	**Tr. White**	**aye**

2. Trustee Shiba announced the upcoming 2026 Greener Morton Grove Award Program. Sponsored by the Village's Environment and Natural Resources Commission (ENRC), this program encourages and invites residents and local businesses to participate in making meaningful efforts that support a cleaner, healthier, and more sustainable community.

a. Winners will be named at the 2026 Morton Grove Sustainability Expo on Saturday, September 19. Please visit the Village's website to sign up today.

D. Trustee Thill:

Trustee Thill had no formal report this evening.

E. Trustee Travis:

1. Trustee Travis reminded everyone that the Community Relations Commission has begun accepting submissions for the summer 2026 photo contest. The contest will run until September 1, with winning photos being acknowledged at a future Board meeting and being displayed at Village Hall. The contest invites residents to capture the spirit of what makes the Village special.

2. Trustee Travis announced that the Community Relations Commission is currently accepting nominations for the Outstanding Neighbor Awards. If you have a neighbor who goes above and beyond to create community and help out those around them, please visit the Village's website to nominate them.

3. Lastly, Trustee Travis encouraged people who are participating in the summer Adopt-a-Planter project to please check on their planters and water them if needed.

XI. **TRUSTEES' REPORTS** (continued)

F. Trustee White:

1. Trustee White presented **Ordinance 26-15, Approving a Special Use Permit for Municipal Buildings and Governmental Offices and Other Facilities, a Minor Subdivision, and a Vacation for the Property Commonly Known as 6201 Dempster Street in Morton Grove, IL.**

This is the second reading of this Ordinance.

a. Trustee White said the Village of Morton Grove had submitted complete applications to the Department of Community and Economic Development, which were reviewed under Case PC 26-07, requesting approval of a Special Use Permit for municipal buildings and governmental offices and other facilities, a Minor Subdivision, and a Vacation for the property commonly known as 6201 Dempster Street, to authorize the reuse and expansion of the existing office building and redevelopment of the site as a combined Village Hall and Police Department municipal facility.

b. The Village is proposing to renovate the existing approximately 37,800 square foot office building and construct an approximately 13,442 square foot addition to accommodate the Village's municipal operations. The proposed development includes 93 on-site accessory parking spaces, Including interior garage parking, new access drives, sidewalks, landscaping, underground Stormwater detention facilities, and associated site improvements. To facilitate the project, the Village is requesting approval of a Minor Subdivision as part of a proposed Plat of Consolidation to consolidate the existing lots into a single development parcel and a Vacation of portions of two public alleys, which will be incorporated into the property. The Village is also requesting waivers from certain requirements relating to signage, accessory structures, off-street parking, and landscaping to accommodate the proposed site design.

c. Trustee White said, on June 2, 2026, the Appearance Commission reviewed Plan Commission Case PC 26-07, approved an Appearance Certificate, and recommended approval of the Application with conditions. On June 4, 2026, the Traffic Safety Commission reviewed the Application, including the Traffic Impact Study prepared by Kimley-Horn, and recommended approval with comments. On June 16, 2026, the Application was presented to the Plan Commission, at which time, based upon the Application, staff report, supporting studies, and testimony presented at the public hearing, the Plan Commission voted unanimously 7-0 to recommend approval of the Special Use Permit, Minor Subdivision, and Vacation, subject to conditions relating to the final design, engineering, landscaping, permitting, and operation of the municipal facility.

Trustee White moved, seconded by Trustee Travis, to adopt Ordinance 26-15.

Motion passes: 5 ayes, 0 nays, 1 absent.

Tr. Khan	**absent**	**Tr. Minx**	**aye**	**Tr. Shiba**	**aye**
Tr. Thill	**aye**	**Tr. Travis**	**aye**	**Tr. White**	**aye**

XI. **TRUSTEES' REPORTS** (continued)

F. Trustee White: (continued)

2. Next, Trustee White presented **Resolution 26-45, Approving an Economic Incentive and Tax Increment Allocation Financing Development Agreement By and Between the Village of Morton Grove, IL, and Andy's Frozen Custard Stores, LLC, in Regard to Certain Real Property Located in the Sawmill Station Redevelopment Area and the Expenditure of Funds from the Sawmill Station Tax Increment Financing District Fund.**

a. He explained that this resolution will approve an economic incentive and tax increment financing development by and between the Village of Morton Grove and Andy's Frozen Custard Stores, LLC. The approximately $780,000 in anticipated net assistance to the developer represents 17.3% of the total project costs. The development is expected to generate approximately $70,000 in property taxes and $50,000 in local sales tax annually. The Residential Development is expected to generate approximately $40,000 in annual property taxes.

Trustee White moved to approve Resolution 26-45, seconded by Trustee Thill.

Motion passes: 5 ayes, 0 nays, 1 absent.

Tr. Khan	**absent**	**Tr. Minx**	**aye**	**Tr. Shiba**	**aye**
Tr. Thill	**aye**	**Tr. Travis**	**aye**	**Tr. White**	**aye**

XII. **OTHER BUSINESS**

NONE

XIII. **WARRANTS**

In the absence of Trustee Khan, Trustee Travis presented the Warrant Register for July 28, 2026 in the amount of $379,364.98. She moved to approve the Warrants as presented, seconded by Trustee White.

Motion passes: 5 ayes, 0 nays, 1 absent.

Tr. Khan	**absent**	**Tr. Minx**	**aye**	**Tr. Shiba**	**aye**
Tr. Thill	**aye**	**Tr. Travis**	**aye**	**Tr. White**	**aye**

XIV. **RESIDENTS' COMMENTS**

1. **Rade Furundzic** came to the podium with an issue about his water bill. He said he had received a $500 water bill. He suggested something was wrong with his water meter and asked that this be looked into, as he did not want another high bill. He hoped Public Works could come over and inspect the meter to see if it's functioning correctly.

XV. **ADJOURNMENT**

There being no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Thill.

Motion passes unanimously via voice vote.

The meeting adjourned at 7:29 p.m.

PASSED this 11th day of August 2026.

Trustee Khan ______________
Trustee Minx ______________
Trustee Shiba ______________
Trustee Thill ______________
Trustee Travis ______________
Trustee White ______________

APPROVED by me this 11th day of August 2026.

____

Janine Witko, Village President
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 12th day of August 2026.

____

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by Teresa Cousar

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Legislative Summary

Resolution 26-47

AUTHORIZING ENTRANCE INTO AN AGREEMENT WITH CROSSING GUARD SERVICES IN STAMFORD CONNECTICUT THROUGH A REQUEST FOR PROPOSAL PROCESS

Introduced:	August 11, 2026
Purpose:	To authorize the Village to enter into an agreement with Crossing Guard Services for the management and staffing of the Village's school crossing guard program.
Background:	For many years, the Village has experienced ongoing staffing challenges in maintaining its seven school crossing guard posts. When crossing guards are unavailable, Community Service Officers and, at times, sworn police officers have been required to fill vacancies, reducing the availability of those personnel for their primary public safety responsibilities. To address these challenges, the Village issued a Request for Proposals (RFP) seeking a qualified contractor to recruit, train, schedule, and manage crossing guards. Three proposals were received. Crossing Guard Services was determined to be the lowest responsible bidder at an annual cost of **$76,440**, compared to **$94,198** submitted by Andy Frain Services and **$333,000** submitted by Advanced Security Solutions. Crossing Guard Services will give hiring priority to current Morton Grove part-time crossing guards. Contracting these services will provide a more reliable and sustainable staffing model while allowing Police Department personnel to remain focused on core law enforcement and community service functions. This Resolution authorizes the Village to enter into an agreement with Crossing Guard Services for the provision of crossing guard services.
Departments Affected	Police Department
Fiscal Impact:	$76,440.
Source of Funds:	General Funds - Account No. 02-30-14-57-2030
Workload Impact:	The management and supervision of this purchase will be performed by the Finance Department and the Police Department as part of their normal operations.
Administrator Recommendation:	Approval as presented.
2nd Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles Meyer, Village Administrator
Reviewed by: Hanna Sullivan, Finance Director
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Eric Ficht, Deputy Chief
Reviewed by: Michael Weitzel, Chief of Police

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RESOLUTION 26-47

AUTHORIZING ENTRANCE INTO AN AGREEMENT WITH CROSSING GUARD SERVICES IN STAMFORD CONNECTICUT THROUGH A REQUEST FOR PROPOSAL PROCESS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village has experienced ongoing staffing challenges in maintaining its seven school crossing guard posts; and; and

WHEREAS, when crossing guards are unavailable, Community Service Officers and, at times, sworn police officers have been required to fill vacancies, reducing the availability of those personnel for their primary public safety responsibilities; and

WHEREAS, to address these staffing challenges, the Village issued a Request for Proposals (RFP) seeking a qualified contractor to recruit, train, schedule, and manage school crossing guards; and

WHEREAS, the Village received three proposals in response to the RFP; and

WHEREAS, Crossing Guard Services was determined to be the lowest responsible bidder, submitting a proposal in the amount of Seventy-Six Thousand Four Hundred Forty Dollars ($76,440.00) annually, compared to Ninety-Four Thousand One Hundred Ninety-Eight Dollars ($94,198.00) submitted by Andy Frain Services and Three Hundred and Thirty-Three Thousand Dollars ($333,000) submitted by Advanced Security Solutions

WHEREAS, Crossing Guard Services has committed to giving hiring priority to the Village's current part-time school crossing guards, providing continuity of service and preserving valuable experience within the program; and

WHEREAS, contracting for school crossing guard services will provide a more reliable and sustainable staffing model while allowing Community Service Officers and sworn police officers to remain focused on their core public safety responsibilities; and

WHEREAS, the agreement also supports the Village's long-term objective of transitioning the cost of crossing guard services to the benefiting school districts over time; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

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SECTION 1: The Corporate Authorities do hereby incorporate the foregoing **WHEREAS** clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is hereby authorized to execute an agreement with Crossing Guard Services, in substantial conformity with the agreement attached hereto as **Exhibit A**, for the provision of school crossing guard services pursuant to the Request for Proposals issued by the Village.

SECTION 3: The Village Administrator and/or his designee are hereby authorized to take all actions necessary to implement the agreement with Crossing Guard Services.

SECTION 4: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 11th day of August 2026

Trustee Khan ________________
Trustee Minx ________________
Trustee Shiba ________________
Trustee Thill ________________
Trustee Travis ________________
Trustee White ________________

Approved by me this 11th day of August 2026

____
Janine Witko Village, President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
12th day of August 2026

____
Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

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SCHOOL CROSSING GUARD SERVICES PROPOSAL

Prepared for the

MORTON GROVE POLICE DEPARTMENT

Crossing Guard Services LLC

Point of Contact: Adam Bryan
750 Summer Street Suite 210
Stamford, CT 06901
Phone: 203-892-0766
Email: ABryan@CrossingGuardServices.com

June 21, 2026

Village of Morton Grove Police Department
6101 Capulina Avenue
Morton Grove, IL 60053

Dear Deputy Chief Ficht,

Thank you for giving Crossing Guard Services LLC (CGS) the opportunity to present our proposal. Below we provide an overview of CGS and how our firm can properly manage the crossing guard program for the Village of Morton Grove Police Department.
The benefits of CGS include:

Turnkey Service. CGS will partner with the Village of Morton Grove Police Department

- to craft a holistic plan that protects the safety of children and pedestrians. CGS will enact the plan, both freeing up municipal bandwidth and safeguarding your residents.
- *Operational Controls.* Employees will be tightly managed to make sure they operate at a high bar and protect those at their posts. Technology and inspections will further ensure that CGS meets the high standards of the Village of Morton Grove Police Department.
- *Employee Focus*. The high performance of our employees is ultimately what CGS provides to the Village of Morton Grove Police Department. Human Resources works hard to find the best recruits, and our Operations team trains them to perform at a high level.

The crossing guard program will be supported by a dedicated Field Service Supervisor to ensure excellent service, support, and assistance where needed.

I am confident in our ability to provide excellent service to the residents of the Village of Morton Grove. As the individual authorized to commit CGS to this proposal, I am pleased to submit the enclosed offer. I am ready to provide further information upon your request.

My thanks for your consideration.

Sincerely,

Director of Sales
Crossing Guard Services LLC

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Section 1: Executive Summary

Crossing Guard Services LLC (CGS) is a professional crossing guard management company dedicated to the safety of pedestrians and school children.

CGS was established in 2022 by Adam Bryan, the Co-Founder and Chief Operating Officer of Extra Duty Solutions. CGS aims to meet the demand for dependable, budget-friendly crossing guard services among law enforcement agencies, boards of education, and municipalities.

CGS operates nationwide, with headquarters in Stamford, Connecticut and offices in New Jersey, Florida, Illinois, and California.

We deliver you a hassle-free "turnkey" solution, where the full job of providing consistent, reliable, and cost-efficient crossing guard services falls upon us. We own the full gamut of responsibilities, including hiring, training, scheduling, payroll, insurance, and supervision.

We take our responsibilities seriously and never take client trust for granted. If there are any issues or questions, CGS is one phone call away.

By partnering with CGS, you can confidently delegate crossing guard management to our capable team. Our commitment to reliability, cost-effectiveness, and client support allows you to focus on your core responsibilities while protecting the safety of pedestrians. Our goal is to free up your valuable time *and* provide the quality crossing guard services your residents expect.

Project Leads

Adam Bryan – Founder & Chief Executive Officer
750 Summer Street, Suite 210
Stamford, CT 06901
P – 203-892-0766
E – ABryan@CrossingGuardServices.com
W – www.CrossingGuardServices.com

John Beyer (Retired Captain, Montclair NJ Police Department) – Vice President, Operations
197 State Route 18 South
East Brunswick, NJ 08816
P – 203-200-0043
E – JBeyer@CrossingGuardServices.com
W – www.CrossingGuardServices.com

Work Philosophy

We believe in fostering a culture of safety, accountability, and respect. Our work is vital in protecting children and pedestrians, and we approach it with the utmost professionalism, dedication, and care.

We value our employees as the backbone of our company. We invest in their training and development to equip them with the skills necessary to provide the highest level of service.

We are committed to open and transparent communication with our clients and the community. We seek feedback to improve our services and believe that by working together, we can foster safer and more vibrant communities for everyone.

Crossing Guard Expectations

The foundation of ensuring the safety of children and pedestrians is setting clear expectations for our staff. We hold our crossing guards accountable to the following:

- Perform all work to the highest professional standard and in a manner deemed reasonable and satisfactory.
- Stop vehicles when necessary by mechanical and hand signals to permit children and adults to cross the road safely.
- Maintain order among children and parents at the street crossing point and permit them to cross the street only when they can do safely.
- Report any motor vehicles that violate traffic laws or crossing guard instructions.
- Make children and parents aware of the elements of traffic safety and operation of pedestrian controls.
- Report children and/or parents who do not follow safety regulations.
- Wear a reflective traffic safety vest and all other required uniform components.
- Have all required equipment in working order at all times when on duty.

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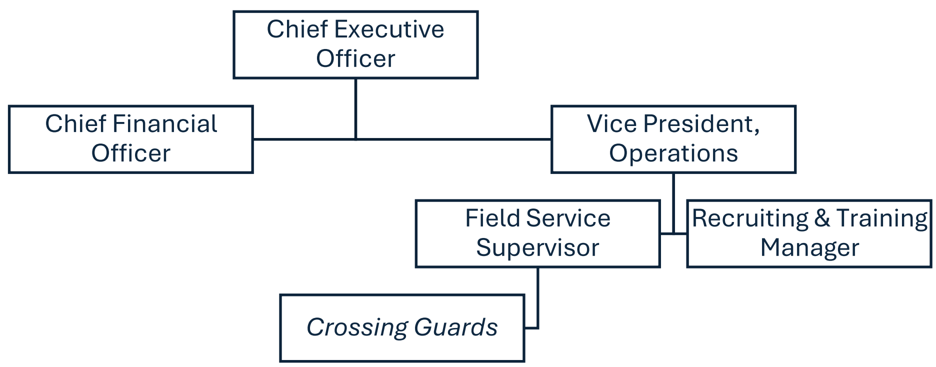
Section 2: Project Team

Crossing Guard Services LLC (CGS) was founded by its CEO Adam Bryan in 2022. CGS has grown quickly, with over 39 clients and a reputation as the most effective crossing guard management company in the North America.

CGS's management team is committed to delivering exceptional crossing guard services. Below we outline the organization that will deliver excellent crossing guard management to the Village of Morton Grove Police Department.

Organizational Structure

Mr. Bryan is supported by a Vice President, Operations, a Field Service Supervisor, a Recruiting & Training Manager, and a Chief Financial Officer.



Key Staff Members

Chief Executive Officer – Adam Bryan

Mr. Bryan brings a wealth of experience in managing complex operations, particularly in outsourced services to law enforcement.

Before establishing CGS, Mr. Bryan co-founded Extra Duty Solutions (EDS), where was Chief Operating Officer. EDS is the nation's leading provider of extra duty program administration for law enforcement. As COO, he oversaw day-to-day management, including hiring, vendor requests, officer scheduling, and accurate and timely payments. Under Mr. Bryan, EDS successfully invoiced and paid officers approximately $110 million in 2022.

Before EDS, Mr. Bryan ran physical security for major corporations. At Securitas Security Services USA, he managed all aspects of the contract guard business, including the provision of crossing guard services for private schools and organizations in Fairfield County, CT. He received his undergraduate degree from Pennsylvania State University.

Vice President, Operations – John Beyer

The Vice President, Operations, John Beyer, oversees the day-to-day operations of crossing guard programs.

Mr. Beyer retired from the Montclair, New Jersey Police Department as Captain in 2023. Prior to retirement, Mr. Beyer was the Commander of the Uniform Division Office, where he oversaw daily operations of the patrol division and maintained scheduling for the entire police department including special events, off duty assignments, and the crossing guard program.

Duties of the Vice President, Operations include:

- *Operational policies*: Develop policies and procedures to ensure company operations are efficient, effective, and compliant.
- *Operational management*: Monitor the performance of company operations and personnel and identify areas for improvement.
- *Stakeholder management*: Manage relationships with clients, vendors, and other stakeholders.
- *Technology management*: Manage the company's technology, ensuring that systems are up-to-date and fit-for-purpose.

Recruiting & Training Manager – Astrid Lyndrup

The Recruiting & Training Manager, Astrid Lyndrup, ensures the company has an effective team of trained crossing guards.

Duties of the Recruiting & Training Manager include:

- *Recruitment strategies*: Find qualified candidates for open positions, employing social media, job boards, and other channels.
- *Resume screening*: Screen resumes and applications to find qualified candidates.
- *Candidate interviews*: Conduct interviews with candidates to assess position fit.
- *Background checks*: Conduct background checks to ensure candidates meet company and client standards.
- *Job offers*: Make job offers to successful candidates and negotiate terms of offer.

Chief Financial Officer – Nicholas Hosler

The Chief Financial Officer (CFO), Nicholas Hosler, is oversees the finances of CGS.

Mr. Hosler brings deep experience in financial risk management and operational controls from his work at American Express as well as roles in the technology and banking sectors.

He received his MBA from Westminster University and holds an economics degree from the University of Utah.

Duties of the CFO include:

- *Financial planning*: Develop and implement financial plans, budgets, and forecasts.
- *Risk management*: Identify financial risks, develop mitigants, and enact measures to ensure risks are well-managed.
- *Financial compliance*: Ensure compliance with financial laws, regulations, and reporting requirements.
- *Financial controls*: Maintain robust financial controls and systems to efficiently safeguard assets, prevent fraud, and maintain accurate financial records.

Field Service Supervisor – Chris Foster

The Field Service Supervisor (FSS) for CGS ensures that the company's operations run efficiently in assigned areas.

Duties of the FSS include:

- *Team management*: Ensure crossing guards are onboarded, trained, equipped, and directed to carry out their duties.
- *Scheduling*: Assign shift schedules for crossing guards, ensuring proper coverage.
- *Performance monitoring*: Monitor the performance of the crossing guards, ensuring that duties are fulfilled with a high sense of customer service.
- *Compliance*: Ensure crossing guards comply with applicable laws, regulations, and company policies, including safety protocols.
- *Customer service*: Provide excellent customer service, addressing any complaints in a timely and professional manner.
- *Reporting and record-keeping*: Maintain records of activities and incidents involving the crossing guards and ensure the completion of necessary paperwork.
- *Training*: In partnership with the Recruiting & Training Manager, conduct new hire training and refresher training for existing staff.

Section 3: Project Approach

Helping ensure the safety of children and pedestrians is a trust we take seriously.

Crossing guard programs *matter* and we approach the challenge of managing them excellently from three angles.

Program Pillars

These are the “meat and potatoes” of any strong crossing guard program, including Compliance, Equipment, Insurance, Performance Management, Technology, and more.

Talent Management

A crossing guard program will succeed or fail on the quality and management of its people. It is vital to attract skilled, trustworthy personnel with fair compensation that covers administrative costs. Crossing guards must have the equipment and training needed to protect children and pedestrians. Crossing guards must be held to high standards, but they must also be shown appreciation—by CGS, by municipalities, and by the public—for the vital work that they do.

Operational Planning

Crossing guard management is an operational business, warranting safety protocols, tight scheduling, and quality complaint resolution. Stakeholder engagement—include law enforcement, school administrators, parents, and students—is vital. Maintaining adequate staffing requires planning, and regular safety audits must be conducted to identify any potential hazards at crossing points.

Program Pillars

Below are key pillars of our program that allow CGS to deliver excellent service:

- *CGS Hours of Operation and Holidays*
  - There is a 24/7 operations center for clients and employees to call.
- *Client Satisfaction*
  - CGS will always be responsive, professional, and transparent to our clients.
- *Complaint Resolution*
  - CGS will investigate and respond effectively to all complaints regarding crossing guards. If CGS receives a complain directly, we will notify the client.
  - A written report will be furnished after each complaint is investigated. If applicable, action items to resolve the complaint will also be provided.
- *Compliance*
  - Employee screening, including background checks
  - Employment reference check
  - Drug Test
  - Social Security verification
  - Ongoing compliance with federal, state, and local laws and regulations
- *Contingency Management*
  - CGS employs technology but can operate during a technical outage.
  - Our recruiting team works to ensure adequate staff available are in case of unexpected events or to meet the individual needs of your department.
- *Employee Payment*
  - CGS pays employees on a bi-weekly basis.
- *Equipment*
  - CGS will meet client requirements, including the examples below.
  - Regulation-size hand-held stop sign
  - Traffic safety vest
  - Collared shirt
  - Winter jacket and hat
  - Raincoat
  - Identifiable badge
- *Insurance: Employee and Municipality*
  - Employees are covered by the company's liability and workman's compensation policies.
  - All insurance requirements by the municipality will be met.
- *Management*

  - A Field Service Supervisor (FSS) will be assigned to manage the day-to-day operations of the crossing guard program.
  - The FSS will handle the scheduling of the crossing guards, make sure the posts are fully staffed, and act as a point of contact for the client and staff.
- *Performance*
  - Performance will be continually assessed, and any deficiencies will be handled promptly, ranging from counseling up to and including termination.
  - All determinations by the Village of Morton Grove Police Department, including removal of the CGS employee, will be immediately accepted and acted upon.
- *Risk Management and Assessments*
  - CGS will regularly identify possible risk factors for schoolchildren and pedestrians and will notify the Village of Morton Grove Police Department of the same.
- *Technology*
  - Employees will be able to sign in/out via an app or with a phone call.
  - Schedules can be accessed through a computer or a smart phone.

Talent Management

The employees at CGS make the difference. Our HR process has the following six steps to ensure we provide the best possible service to the communities we serve: **Hiring Standards, Recruiting, Onboarding, Training, Staffing, and Reviews**.

Hiring Standards

All CGS hires must:

- Successfully pass a thorough criminal history and background check.
- Be at least eighteen years of age.
- Be physically and mentally capable of performing the duties of a crossing guard.
- Be able to establish and maintain effective working relationships and communication with children, adults, and law enforcement officials.
- Be able to remain calm and use good judgement and initiative in an emergency.
- Present a professional appearance, be neat, clean, well-groomed, courteous, properly uniformed, and conduct themselves in a respectable manner.
- Meet all further requirements set by the Village of Morton Grove Police Department.

CGS treats background checks seriously:

- CGS uses Hire Image (www.HireImage.com) to conduct background investigations.
- Screening is always completed prior to a candidate joining as an employee.
- Background checks are also performed annually for existing staff.

Background checks typically include the following:

- Address and Social Security number trace
- Nationwide criminal database, sex offender registry search, sexual predator check
- Work eligibility checks
- State and national criminal searches

CGS can also run additional checks if needed.

Recruiting

Our approach to recruiting includes: starting with the existing staff; ensuring an attractive role; advertising across multiple channels; and retaining the quality staff we have.

Recruiting starts with the existing crossing guards:

- **Positions will be offered to those crossing guards that have previously and successfully worked for the municipality. Existing crossing guards will have the right of first refusal.**
- Referral bonuses of $250.00 will be paid to employees who guide us to quality candidates; bonuses are payable after the new hire works for 30 days.
- For open positions CGS will give preference to the residents of the Village of Morton Grove and will partner with municipal hiring organizations.

The key to recruiting is ensuring the role is seen as attractive:

- We will offer fair wages to attract and retain high-quality candidates.
- We will emphasize the stability of the position, as school crossing guard services are consistently required throughout the school year.
- We will highlight the part-time and flexible nature of the work, which can be attractive for individuals seeking a better work-life balance.
- We will highlight the critical role that crossing guards play in ensuring the safety of children and promoting a sense of community.

We advertise roles across media:

- CGS will post job descriptions with responsibilities, qualifications, and benefits.
- CGS will employ marketing channels such as social media and local newspapers.
- We also plan to partner with community groups, senior centers, parents' associations, and veterans' organizations to reach potential candidates.

We work hard to retain the good people on our team:

- CGS recognizes the efforts of crossing guards via awards, acknowledgments, and public appreciation events to boost morale and show the program's importance.
- As a growing company, CGS can offer opportunities for professional development and growth within the organization, such as team leader or supervisor roles.

Onboarding

Once a recruit is found who meets CGS's high standards they will start the onboarding process. Paperwork is completed, and municipal, state, and CGS requirements are validated.

New employees are then given their equipment. After sign-off by the Recruiting & Training manager that onboard is complete and successful, the recruit is ready for Training.

Training

CGS provides both initial and annual training to crossing guards. This training is designed to meet both state and client guidelines, and covers topics such as traffic laws, pedestrian safety, communication skills, and conflict resolution.

Other topics, such as workplace violence and sexual harassment, are also addressed.

Staffing

CGS uses an "over hire" approach to staffing.

Our staffing levels reflect the margin of capacity required to cover vacations, illness, resignations, terminations, and the potential need for increased coverage. Our goal is to fully own crossing guard management on behalf of our clients, and adequate staffing is key to that.

To help handle contingencies, **a twenty-four-hour call service is employed so guards and clients can call and speak to a person at any hour of the day or night**.

Reviews

At CGS, we have three levels of ongoing review to ensure excellent service:

Site Inspections

- CGS will perform site inspections at a cadence agreed upon with the client.
- Each site inspection will include online documentation from the inspector and will be signed by the crossing guard.
- Inspections reports are reviewed and actioned by CGS to maintain quality.

Employee Reviews

- Crossing guards will receive reviews at least annually on their performance.
- Reviews will communicate strengths and potential areas for improvement.

Company Assessments

- CGS regularly monitors our company's operations and performance to identify areas for improvement and any gaps bearing corrective action.
- To this end, we track key performance indicators, conduct client surveys, review auditing findings, and analyze relevant data.

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Operational Planning

Below we overview our plan for day-to-day operations of crossing guards in the Village of Morton Grove, including staffing, goals, strategies, feedback management, and contingency management.

Operational Staffing

To manage operations in Village of Morton Grove, CGS will employ:

- Seven (7) crossing guards
- Substitutes we can call in from the area on standby
- 1 Supervisor

These will be supported by the management team described in Section 2.

Operational Goals

Our key operational goals in the Village of Morton Grove are:

- Ensure the safety of pedestrians by providing efficient crossing guard services.
- Optimize staffing levels to reduce operational costs.
- Streamline communication channels to improve response times.
- Provide ongoing training and development for assigned staff.

Operational Strategies

To fulfill the above goals, we will enact the following strategies:

- *Ensure the safety of pedestrians by providing efficient crossing guard services.*
    - Schedule and assigns crossing guards to high-traffic areas in peak hours.
    - Conduct site visits to check for best practices and are properly equipment.
    - Develop a training program focused on safety and traffic management skills.
- *Optimize staffing levels to reduce operational costs.*
    - Conduct analyses to identify areas of overstaffing or understaffing.
    - Develop contingency plans for staffing shortfalls in case of emergencies.
    - Use technology to manage staffing levels in real-time.
- *Streamline communication channels to improve response times.*
    - Implement a centralized communication system for management and staff.
    - Provide Field Service Supervisors with mobile devices.
    - Conduct regular communication audits.
- *Provide ongoing training and development opportunities for assigned staff.*

    - Develop training that includes refresher courses and ongoing learning.
    - Offer leadership training and opportunities for field service supervisors.
    - Develop a mentoring program to help newer crossing guards.

Feedback Management

To maintain community support, it is vital to engage stakeholders. To this end, CGS will:

- *Establish a dedicated phone number and email account for Village of Morton Grove IL.*
    - Stakeholders will be able to submit concerns or complaints.
    - All concerns will be promptly acknowledged and documented.
- *Conduct thorough investigations to gather relevant information.*
    - This includes speaking with the crossing guard(s), reviewing performance records, and examining evidence provided by the concerned party.
    - For serious concerns, the Field Service Supervisor will be aided by CGS management, with relevant stakeholders notified of the steps being taken.
    - Updates on progress will be provided to maintain transparency.
- *Communicate the results of the investigation to relevant stakeholders.*
    - This will include findings as well as potential actions taken.
    - Actions may include program changes, training, or other measures.

Contingency Management

It is vital to plan ahead for vacancies—both expected and unexpected—at crossing guard sites. Our contingency management has three components:

- *Alternate crossing guards*
    - CGS will develop a list of alternates (or "over-hires") to fill in for absences.
    - To compensate for their flexibility, we will pay alternates a higher wage.
    - The Field Service Supervisor can cover posts during unexpected vacancies.
- *Attendance management*
    - CGS will closely monitor attendance and tardiness issues.
    - We also require crossing guards to provide advance notice for absences.
    - Our tech and 24/7 Ops Center enable rapid response in case of short notice.
- *Area sharing*
    - We are committed to expanding our business in the Cook County area.
    - This will allow us to share a group of alternates among the neighboring cities.

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Section 4: Implementation Plan

Onboarding sets the tone for the program's future, underscoring the importance of a successful launch. To that end, we lay out below a broad timeline with milestones.

This schedule is an estimate and can be updated per client needs and circumstances.

With our hard work and follow through we feel confident we can start on time and meet the standards set by the Village of Morton Grove Police Department.

Week 1: Kick-Off

- **Introductions**. Introduce client contact and stakeholders to the CGS management team, including the CEO, the Vice President, Operations, the Recruiting & Training Manager, and the Field Service Supervisor (FSS). If no FSS in area, push to hire.
- **Goals**. Define program objectives, such as enhancing pedestrian safety and reducing traffic congestion around schools, tightly aligning CGS and the client.
- **Onboarding**. Contact all current crossing guards in good standing and initiate their onboarding to CGS. We want to assure them early that their roles will continue.
- **Operations**. Begin planning the operational details of the crossing guard program.

Week 2: Setup

- **Recruiting**. Advertise open positions, noting community impact and job benefits.
- **Referrals**. Promote the $250.00 referral bonus program with the current staff.
- **Interviews**. Screen candidates to ensure that they meet the program qualifications.
- **Equipment**. Start distributing equipment to crossing guards, including high-visibility clothing, stop signs, fluorescent gloves, and safety vests.
- **Training**. Conduct initial training, covering traffic safety, conflict resolution, emergency procedures, and required certifications for workplace violence and sexual harassment.
- **Procedures**. Develop policies and procedures, including crossing guard responsibilities, scheduling, communication, and evaluation.
- **Technology**. Setup tech: scheduling and payroll software, phone, email, etc.

Week 3: Pre-Launch

- **Recruiting**. Continue recruiting, using advertisements and referrals.
- **Training**. Conduct training sessions for new hires, preparing them for their duties.
- **Communications**. Set up communication channels between crossing guards, supervisors, schools, and law enforcement to ensure smooth coordination.

- **Scheduling**. Create and distribute crossing guard schedules, taking in account school hours, peak crossing times, and guard availability.
- **Reporting**. Start providing reports, such as the master roster, to the client contact.

Go Live

- **Launch**. Begin the crossing guard program under CGS management, with both close monitoring of performance and tight alignment with the client.
- **Issue Resolution**. Promptly address any issues that arise and adjust as necessary.
- **Stakeholder Engagement**. Maintain open communication with stakeholders to consider their feedback and input.
- **Operational Management**. Regularly review program policies and procedures to ensure best practices are followed.
- **Ongoing Improvement**. Continuously evaluate the program's performance to identify areas for improvement.

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Section 5: Pricing Overview

The key pricing terms for the Village of Morton Grove Police Department are:

- CGS charges a markup rate of 1.6 times the crossing guard's wage; see below.
- If crossing guard wages change—e.g., from a client request, a new minimum wage, or labor market pressure—then this markup rate will be applied to the revised wage.
- This markup rate will remain unchanged for a minimum of three years.
- *CGS also believes that, given the size of the program, a dedicated Field Service Supervisor is required.*

Wages, Bill Rates, and Costs

	Hourly Wage	Hourly Bill Rate
Crossing Guard	$19.50	$31.20

Positions	Hours per Day	Daily Cost	Annual Cost*
7	14	$436.80	$76,440
175 days of school per year			

The rate charged to the Village of Morton Grove Police Department includes the following:

- Current crossing guards in good client standing will be offered their same positions
- Crossing guard's wage
- Crossing guard's taxes, including FICA, FUTA, etc.
- One bi-weekly invoice to the client for all crossing guard hours
- Fulfillment of municipal insurance requirements and terms
- Fulfillment of municipal reporting requirements, including weekly timesheet, master guard list, student count reports, and complaint report
- Fulfillment of state, municipal, and CGS training requirements
- Thirty (30) day termination option – no long-term contract
- Equipment, including ANSI Class II jackets, gloves, hats, stop signs, reflective vests, raincoats, whistles, and ID badges
- Background and work eligibility checks, physical assessments, drug screens
- $250.00 referral bonus program, payable after the candidate works 30 days
- Site inspections, communications channels, and performance management
- Crossing guard scheduling system

- Full support of the CGS management team, including the CEO, the Vice President, Operations, and the Recruiting & Training Manager

Section 6: Appendix

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Certificate of Insurance (Sample)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2024

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

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

PRODUCER
Marsh & McLennan Agency LLC
250 Pehle Avenue, Suite 400
Saddle Brook NJ 07663

CONTACT NAME: Kylee Leonard
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Kylee.Leonard@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starstone Specialty Insurance Company	44776
INSURER B : Beazley Excess and Surplus Ins, Inc.	17520
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CROSSGUARD1
Crossing Guard Services LLC
750 Summer St
Apt 210
Stamford CT 06901-1021

COVERAGES **CERTIFICATE NUMBER:** 2016628881 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			WSGL002459	11/15/2024	11/15/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X $10,000 Ded.						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			WSGL002459	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			WSGU000605	11/15/2024	11/15/2025	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Sexual Misconduct			SML000000044149A	5/1/2024	5/1/2025	Each Incident Policy Agg.	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Redwood City, its officers, agents employees and volunteers are included as additional insured, on a primary and noncontributory basis, as respects the general liability if required by written contract. Waiver of subrogation applies in favor of the additional insured as respects the general liability if required by written contract. CG 20 10 07 04 - ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION CG 24 04 05 09 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED IN WRITTEN CONTRACT CIGL 51 10 14 PRIMARY AND NON-CONTRIBUTING COVERAGE FOR ADDITIONAL INSUREDS WHEN REQUIRED BY CONTRACT

CERTIFICATE HOLDER
City of Redwood City
1301 Maple Street
Redwood City CA 94063

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

References

Below is a small sample of our current clients; a full list is available upon request.

Hazel Crest School District 152.5, Illinois

Justin Whitten – Business Director

1910 W. 170th Street

Hazel Crest, IL 60429

(708) 335-0790 ext. 0066

jwhitten@sd1525.org

Village of Lemont Illinois

Chief Jason LoCoco

14600 127th Street

Lemont, IL 60439

(630) 257-2229

JLoCoco@lemont.IL.US

Village of Winnetka IL

Commander Jeffrey Tyson

510 Green Bay Road

Winnetka, IL 60093

(847) 501-6000

jtyson@winnetka.org

Village of Mamaroneck, New York

Sergeant Joseph Gaglione

169 Mt. Pleasant Avenue

Mamaroneck, New York, 10543

(914) 825-8585

jgaglione@vompd.com

24 Crossing Guards per day, 5 alternates and 1 Field Service Supervisor

Village of Hempstead, New York

Keisha N. Marshall, Esq. – Village Attorney

99 James A. Garner Way

Hempstead, NY 11550

(516) 478-6275

KMarshall@villageofhempsteadny.gov

33 Crossing Posts per Day, 3 alternates and 1 Field Service Supervisor

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Legislative Summary

Ordinance 26-16

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, AND 8500 MG LLC IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LINCOLN/LEHIGH TAX INCREMENT FINANCING REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LINCOLN/LEHIGH TAX INCREMENT FINANCING DISTRICT FUND

Introduced: August 11, 2026

Purpose: To approve an economic incentive and tax increment allocation financing development agreement by and between the Village of Morton Grove and 8500 MG LLC for the sale and redevelopment of the Village-owned property commonly known as 8500-50 Lehigh Avenue.

Background: 8500 MG LLC ("Developer") has entered into an agreement to purchase approximately 2.05 acres of Village-owned property commonly known as 8500–50 Lehigh Avenue and a portion of the vacated Chestnut Street right-of-way in Morton Grove, Illinois (collectively, the "Village Property"). The Village Property is located within the Lincoln/Lehigh Tax Increment Financing District and is currently vacant or underutilized. The Developer proposes to construct a sixty-unit (60-unit) mixed-use development consisting of residential dwelling units, including two (2) affordable housing units as defined by Section 12-5-12 of the Unified Development Code, ground-floor commercial space, and accessory parking improvements ("Development"). The Development has received approval of a Special Use Permit and Preliminary Plat of Subdivision under Ordinance 25-42, and the Village has approved the vacation of the Chestnut Street right-of-way necessary for the project under Ordinance 25-43.

Construction of the Development is expected to cost $21.55 million. The Developer has represented that the Development is not economically feasible without Village assistance. Accordingly, the Developer and Village staff have negotiated an Economic Incentive and Tax Increment Allocation Financing Development Agreement (the "Agreement") that will reimburse the Developer up to $1.75 million in TIF-eligible costs incurred by the Developer ("Assistance") and the sale of the Property in exchange for the construction of the Development. Under the terms of the Agreement:

- The Village will sell the Village Property to the Developer for $1,500,000, subject to a note and mortgage held by the Village. The interest on the note will accrue at a rate of six percent (6%) from the closing date.
- Upon issuance of a site improvement permit, the Village will reimburse the Developer for up to $250,000 of TIF-eligible costs incurred.
- Upon completion of the site improvements, the Village will reimburse the Developer for up to $1,250,000 of TIF-eligible costs incurred.
- Upon completion and leasing of the Development's commercial space for tenants approved by the Village, the Village will reimburse the Developer for up to $250,000 of TIF-eligible costs incurred in the form of a forgivable loan secured by a note and mortgage in favor of the Village. After five (5) consecutive years of operation by a full-service restaurant, the loan will be fully forgiven.
- If certificates of occupancy for all residential units are issued within two (2) years of the closing date, the $1,500,000 note and mortgage and all accrued interest will be forgiven by the Village. In the event the Developer has not timely cured any default or not met all requirements of the Agreement, the principal balance and accrued interest will be immediately due to the Village.
- The total TIF assistance to be paid to the Developer will be reduced by fifty cents ($0.50) for each dollar ($1.00) reduction between the estimated project cost and the actual project cost.

The approximately $1.75 million in anticipated TIF assistance to the Developer represents 8.1% of total project costs, not including the sale of the Village Property. The Village Property has an appraised value of approximately $3.72 million. When the value of the Village Property is included, the total value of the Village's assistance is approximately $5.47 million, representing 21.64% of the adjusted total project cost. The Development is expected to generate an average of $359,000 in property taxes per year over the next decade and will serve as an anchor project in the Village's transit-oriented district, supporting the long-term redevelopment vision for the area

Departments Affected: Administration, Legal, Finance, and Community Development

Fiscal Impact: The Developer may receive up to $1,750,000 in TIF funds from the Lincoln/Lehigh TIF District upon satisfying certain development requirements.

Source of Funds: TIF incremental property taxes generated by the Development

Workload Impact: Village staff, with the assistance of its TIF consultants, will implement and manage the Agreement.

Admin. Rec: Approval as presented

2nd Reading: August 25, 2026

Special Considerations: None

Submitted by – Chuck Meyer, Village Administrator
Reviewed by - Teresa Hoffman Liston, Corporation Counsel
Reviewed by - Hanna Sullivan, Director of Finance
Prepared by – Zoe Heidorn, Director of Community & Economic Development

ORDINANCE 26-16

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE, ILLINOIS, AND 8500 MG LLC IN REGARD TO CERTAIN REAL PROPERTY LOCATED IN THE LINCOLN/LEHIGH TAX INCREMENT FINANCING REDEVELOPMENT AREA AND THE EXPENDITURE OF FUNDS FROM THE LINCOLN/LEHIGH TAX INCREMENT FINANCING DISTRICT FUND

WHEREAS, the Village of Morton Grove ("Village"), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the President and Board of Trustees of the Village of Morton Grove, Cook County, Illinois, have the authority to promote the health, safety, and welfare of the Village of Morton Grove and its inhabitants, to encourage private development in order to enhance the local tax base, create employment and ameliorate blight, and to enter into contractual agreements with third persons to achieve these purposes; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended ("TIF Act"), the President and Board of Trustees of the Village are authorized to undertake the financing and redevelopment of designated areas within its municipal limits in accordance with the provisions of the TIF Act; and

WHEREAS, the Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized under the provisions of the Illinois Municipal Code 65 ILCS 5/8-11-20 to enter into an economic incentive agreement relating to the development or redevelopment of land within the corporate limits of the municipality; and

WHEREAS, the Village is authorized under the provisions of the Illinois Municipal Code 65 ILCS 5/11-74.4-4(c) to convey, mortgage, or otherwise dispose of land and other real or personal property, or any rights or interests therein, in the manner and at such price as the Village determines is reasonably necessary to achieve the objectives of the redevelopment plan and project, provided that no conveyance, lease, mortgage, or other disposition of municipal property, or agreement relating to the development of such property, shall be made except by ordinance adopted by the corporate authorities following public disclosure of the terms of the proposed disposition and all proposals received in response to the Village's request, with procedures providing a reasonable opportunity for any person to submit alternative bids or proposals; and

WHEREAS, on October 25, 2021, the Village, pursuant to and in accordance with the Act, adopted (i) Ordinance No. 21-08 amending the Redevelopment Project Area and Redevelopment Plan and Projects of the Ferris Avenue/Lehigh Avenue Redevelopment Project Area to remove certain parcels of property from the Redevelopment Project Area, (ii) Ordinance No. 21-09 approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area, (iii) Ordinance No. 21-10 designating the Lincoln/Lehigh Redevelopment Project Area, and (iv) Ordinance No. 21-11 adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area (collectively, "TIF Ordinances"), which established the Lincoln/Lehigh Tax Increment Finance Redevelopment Project Area ("TIF District"); and

WHEREAS, the Village owns the following parcels of land within the TIF District, collectively known as the "Village Property":

- Approximately 0.531 acres of Chestnut Street right of way located immediately west of Lehigh Avenue in Morton Grove, Illinois ("Chestnut Street"), and
- Approximately 1.518 acres of land commonly known as 8500-50 Lehigh Avenue, Morton Grove, Illinois ("8500-50 Lehigh").

8500 Lehigh is currently vacant, and 8550 Lehigh is currently improved with an asphalt parking lot; and

WHEREAS, the Village Property is located entirely within the corporate limits of the Village and is in a C/R Commercial/Residential Zoning District; and

WHEREAS, portions of the Village Property are vacant, and underutilized as defined by the TIF Act; and

WHEREAS, 8500 MG LLC is an Illinois limited liability company organized pursuant to the laws of Illinois, whose principal office is located at 5215 Old Orchard Road, Suite 130, Skokie, Illinois 60077 ("Developer"); and

WHEREAS, on March 7, 2025, the Village issued a Request for Proposals ("RFP") for the acquisition and redevelopment of the Village Property. Four (4) proposals were timely submitted in response to the RFP and evaluated in accordance with the selection criteria set forth therein, and the Village determined that the Developer's proposal was the highest qualified proposal and most closely satisfied the stated selection criteria and best advanced the objectives of the redevelopment plan, with the RFP process, public disclosure, and proposal review and selection conducted in accordance with Section 1-9B-3 of the Morton Grove Municipal Code and all applicable requirements and the terms of the RFP; and

WHEREAS, the Developer is willing to purchase the Village Property and develop, construct, operate, and maintain a sixty-unit (60-unit) mixed-use development, including two (2) affordable housing units as defined by Section 12-5-12 of the Morton Grove Municipal Code, ground floor commercial space, and accessory parking areas ("the Development"), but only if the Village provides certain economic incentives; and

WHEREAS, pursuant to an application by the Developer, on January 13, 2026, the Village adopted Ordinance 25-43 approving a Plat of Vacation for Chestnut Street; and

WHEREAS, pursuant to an application by the Developer, on January 13, 2026, the Village adopted Ordinance 25-42 approving a Special Use Permit and Preliminary Plat of Subdivision for the Development; and

WHEREAS, the Developer has represented to the Village that, without the cooperation of the Village and certain economic incentives, the Development is not economically feasible, and the Developer would not undertake the Development; and

WHEREAS, the President and Board of Trustees of the Village have determined that the Development is an important project to meet the overall objectives of the Lincoln/Lehigh TIF District, which will promote the health, safety, and welfare of the Village and its residents, encourage further private investment and development in the area, enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property; and

WHEREAS, the Village and Developer have negotiated an Economic Incentive and Tax Increment Allocation Financing Development Agreement for the sale and development of the Village Property ("Agreement"). Pursuant to the Agreement:

- The Village will sell the Village Property to the Developer for $1,500,000, subject to a note and mortgage for the full purchase price to be held by the Village. The interest on the note will accrue at a rate of six percent (6%) from the closing date; and
- The Developer will develop, construct, operate, and maintain the Development as approved pursuant to Ordinance 25-42; and

- Upon issuance of a site improvement permit for the Development's required site improvements, the Village will reimburse the Developer for up to $250,000 of TIF-eligible costs incurred by the Developer; and
- Upon completion of the Development's required site improvements, the Village will reimburse the Developer for up to $1,250,000 of TIF-eligible costs incurred by the Developer; and
- Upon the Developer leasing the Development's commercial space for tenants approved by the Village and the issuance of certificates of occupancy for the commercial space, the Village will reimburse the Developer for up to $250,000 of TIF-eligible costs incurred by the Developer. Such assistance will be provided in the form of a forgivable loan secured by a note and mortgage in favor of the Village. After five (5) consecutive years of operation by a full-service restaurant, the loan will be fully forgiven; and
- If certificates of occupancy for all residential units are issued within two (2) years of the closing date, the $1,500,000 note and mortgage and all accrued interest will be forgiven by the Village. In the event the Developer has not timely cured any default or not met all requirements of the Agreement, the principal balance and accrued interest will be immediately due and payable by the Developer; and
- The total TIF assistance to be paid to the Developer will be reduced by fifty cents ($0.50) for each dollar ($1.00) reduction between the estimated project cost and the actual project cost.

WHEREAS, the Corporate Authorities, after due and careful consideration, have concluded approving the Agreement will further enable the Village to control the development of the area and would serve the best interests of the Village; and

WHEREAS, as a result of the Agreement, the Development is expected to promote the health, safety, and welfare of the Village and its residents, prevent the spread of those blighting conditions and characteristics throughout the Village, encourage further private investment and development, enhance the Village's tax base, and enhance the future tax revenues for those overlying taxing bodies who levy against the property and within the Lincoln/Lehigh TIF District; and

WHEREAS, for all reasons in this resolution, it is in the best interest of the Village to enter the Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY POWERS CONTAINED IN THE TAX INCREMENT FINANCING ACT (65 ILCS 5/11-74.4-1 et seq.), ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970 AND THE AUTHORITY PROVIDED UNDER THE INTERGOVERNMENTAL COOPERATION POWERS OF ARTICLE VII, SECTION 10 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: Recitals; Incorporation. The Corporate Authorities do hereby incorporate the foregoing **WHEREAS** clauses into this Resolution as though fully set forth therein making the findings as hereinabove set forth.

SECTION 2: Authority; Use of TIF District Funds. This Ordinance is adopted in connection with implementing the TIF Plan for the Redevelopment Project Area located in the Lincoln/Lehigh TIF District in accordance with the TIF Act and allows for TIF-eligible redevelopment project costs to be incurred and subsequently paid or reimbursed using TIF District funds.

SECTION 3: Adoption of the Agreement. The President and Board of Trustees of the Village approve of the economic terms and the attached form of the "Economic Incentive and Tax Increment Allocation Financing Development Agreement," (the "Agreement") a copy of which is attached hereto as "**Exhibit A**" and made a part hereof, and authorize the Village Administrator to take all steps necessary or in the best interest of the Village to finalize the Agreement and make minor revisions as needed and authorize the Village Administrator to execute and the Clerk to attest to the Agreement.

SECTION 4: Approval of Sale of Property and Expenditures. The President and Board of Trustees of the Village approve the sale of the Village Property and the expenditures of TIF Funds pursuant to the Agreement.

SECTION 5: Public Inspection. This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

SECTION 6: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 8: Ratification. All actions of the President and Board of Trustees, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as required by law.

Passed this 25th day of August 2026

Trustee Khan ___________
Trustee Minx ___________
Trustee Shiba ___________
Trustee Thill ___________
Trustee Travis ___________
Trustee Witko ___________

Approved this 25th day of August 2026

____
Janine Witko, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office
this 26th day of August 2026

____
Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

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EXHIBIT A

PREPARED BY AND
AFTER RECORDING RETURN TO:
Teresa Hoffman Liston,
Corporation Counsel
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

THIS SPACE FOR RECORDER'S USE ONLY

ECONOMIC ASSISTANCE AND TAX INCREMENT ALLOCATION FINANCING
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE VILLAGE OF MORTON GROVE, ILLINOIS,
AND
8500 MG LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

DATED AS OF ______________, 2026

ECONOMIC ASSISTANCE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT

THIS ECONOMIC ASSISTANCE AND TAX INCREMENT ALLOCATION FINANCING DEVELOPMENT AGREEMENT (***"Agreement"***), is dated the _______ day of ____________ 2026 (*"**Effective Date**"*), and is by and between the Village of Morton Grove, an Illinois municipal corporation (***"Village"***), and 8500 MG LLC, an Illinois limited liability company (***"Developer"***). The Village and Developer may each be referred to as a ***"Party"*** and collectively referred to as ***"Parties"***.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.

B. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the spread of blight, to encourage private development to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

C. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

D. The Village is authorized under the provisions of Art. VII, Section 10 of the State of Illinois Constitution, 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

E. The Village is authorized under Section 8-1-2.5 of the Illinois Municipal Code (65 ILCS 5/8-1-2.5) to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to any commercial enterprise, that are deemed necessary or desirable for the promotion of economic development within the Village.

F. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 et seq. (***"Act"***), to finance redevelopment projects in accordance with and pursuant to the Act.

G. The Developer is an Illinois limited liability company, and its principals have successfully completed multiple multi-family and single-family residential developments in Illinois.

H. On October 25, 2021, the Village, pursuant to and in accordance with the Act, passed (i) Ordinance No. 21-09 approving the Redevelopment Plan and Project for the Lincoln/Lehigh Redevelopment Project Area (**"*Redevelopment Plan*"**), (ii) Ordinance No. 21-10 designating the Lincoln/Lehigh Redevelopment Project Area, and (iii) Ordinance No. 21-11 adopting Tax Increment Allocation Financing for the Lincoln/Lehigh Redevelopment Project Area (collectively, ***"TIF Ordinances"***), which established the Lincoln/Lehigh Tax Increment Finance Redevelopment Project Area (***"TIF District"***).

I. The Village owns the following parcels of land within the TIF District, collectively known as the "***Village Property***":

1. Approximately 0.531 acres of Chestnut Street right of way located immediately west of Lehigh Avenue in Morton Grove, Illinois (*"**Chestnut Street**"*). The legal description of Chestnut Street is set forth in **Exhibit A**. Chestnut Street is currently improved with an asphalt roadway.

2. Approximately 1.518 acres of land commonly known as 8500-50 Lehigh Avenue, Morton Grove, Illinois (***"8500-50 Lehigh"***). The legal description and PINs of 8500-50 Lehigh are set forth in **Exhibit B**. 8500 Lehigh is currently vacant and 8550 Lehigh is currently improved with an asphalt parking lot.

J. The Village Property is located entirely within the corporate limits of the Village and is zoned in a C/R Commercial/Residential District.

K. The Village proposes to sell 8500-50 Lehigh and that portion of Chestnut Street abutting 8500-50 Lehigh, as drawn from the property line to the centerline of the vacated street (collectively the "***Property***") to the Developer so long as the Developer agrees to develop, construct, operate, and maintain a sixty-unit (60-unit) mixed-use development with ground floor commercial space and accessory parking areas, all within the Property. Collectively, the mixed-use development, including all accessory improvements on the property, and its operation and maintenance are the "***Development***".

L. The Developer is willing to purchase the Property and develop, construct, operate, and maintain the Development on the Property, but only if the Village provides certain economic assistance as further described in this Agreement.

M. The Developer has represented to the Village that, without the cooperation of the Village and the economic assistance provided for in this Agreement, the Development is not economically feasible, and the Developer would not undertake the Development.

N. The Developer represents it has or during the construction of the Development will have certain eligible Redevelopment Project Costs as defined in the TIF Act, 65 ILCS 5/11-74.4-3(q), namely, certain costs for property acquisition, site preparation, remediation, demolition, and construction of certain improvements, all of which will serve a public purpose and are necessary to foster redevelopment of the Property ("***TIF Eligible Expenses***"") and the Village has agreed to reimburse the Developer for certain TIF Eligible Expenses in accordance with this Agreement.

O. The Development is an important project to meet the overall objectives of the TIF District, thereby implementing and bringing to completion a significant portion of the TIF District plan.

P. The Village desires to have the Property developed in accordance with and pursuant to this Agreement to clear certain blighting factors and characteristics of the TIF District, to promote the health, safety, and welfare of the Village and its residents, to encourage further private investment and development, enhance the Village's tax base, increase employment opportunities for Village residents, and enhance the future tax revenues for those overlying taxing bodies who levy against the Property, and within the TIF District.

Q. The Village specifically finds pursuant to 65 ILCS 5/8-11-20 that:

1. 8500 Lehigh has remained vacant for at least one year;

2. 8550 Lehigh and Chestnut Street are currently improved with roadway and parking facilities, and have been significantly underutilized for a period of at least one year;

3. The Development is expected to create and retain job opportunities within the Village;

4. The Development will serve to promote the development of adjacent areas;

5. Without this Agreement, the Development would not be possible;

6. The Developer demonstrates strong creditworthiness and financial capacity, as evidenced by a letter from a recognized financial institution with substantial assets under management, confirming the Developer's financial standing and ability to meet its obligations;

7. The Development will strengthen the residential and commercial sectors of the Village;

8. The Development will enhance the tax base of the Village; and

9. This Agreement is made in the best interest of the Village.

R. The foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement.

SECTION 2. LAND ENTITLEMENT.

A. **Approval of Vacation.** On January 13, 2026, the Village adopted Ordinance 25-43 approving a Plat of Vacation, as shown on **Exhibit C** attached hereto, for Chestnut Street ("***Vacation Plat***") and authorizing the vesting of title to the abutting property owners. Pursuant to Ordinance 25-43, title of Chestnut Street shall be vested to the owners of abutting property to the north at 8550 Lehigh and south at 8500 Lehigh and 6149 Chestnut (10-19-204-019-0000, 10-19-204-003-0000, 10-19-204-004-0000), where each owner will take title to the centerline of the vacated street to their property. The Developer agrees to grant such easements as are reasonably necessary to allow access to the Chestnut Property, as defined herein, through the Property. The Developer shall also obtain such easements from the Chestnut Property owner as are reasonably necessary to provide access to the parking spaces on Property. The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance 25-43 and Section 12-9-5 of the Village Code.

B. **Approval of Preliminary Plat of Subdivision.** On January 13, 2026, the Village adopted Ordinance 25-42 (***"Ordinance"***) approving for the Property and Development a Preliminary Plat of Subdivision as shown on **Exhibit D** attached hereto, ("***Preliminary Plat***"). The Final Plat of Subdivision for the Property and Development ("***Final Plat***") shall be submitted to the Village Board for approval pursuant to Section 12-8-3 of the Village Code, shall be recorded with the Cook County Clerk upon Board approval, and shall be consistent with the Preliminary Plat. The Developer shall timely take all actions necessary to comply with its obligations pursuant to Ordinance 25-42 and its obligations in accordance with Section 12-8-3 of the Village Code, so the Final Plat will be approved and recorded.

C. **Approval of Special Use Permit.** On January 13, 2026, the Village adopted Ordinance 25-42 approving for the Property and Development a Special Use Permit for the Development, comprised of a mixed-use development with ground-floor commercial uses, sixty (60) residential units (***"Residential Units"***), 124 accessory surface parking spaces, and a two-lane shared access drive with variations to select requirements of the Village Code. The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance 25-42. Two (2) of the Residential Units will be leased only to households earning no more than sixty percent (60%) of the Area Median Income (AMI) adjusted for household size. The Developer shall take all actions necessary to comply with its obligations pursuant to Ordinance 25-42.

SECTION 3. DEVELOPER'S OBLIGATIONS.

A. **Purchase of Property.** The Developer agrees to enter into a contract with the Village for the purchase of the Property in substantial conformity with the terms and conditions set forth in that purchase agreement attached hereto as **Exhibit E**. At the closing ("***Closing Date***"), the Developer shall not be required to pay any compensation for the Property except for customary and mutually agreed upon closing costs allocated to the buyer as set forth in the purchase agreement. On the Closing Date**,** Developer shall sign a note and mortgage (in substantial conformance with **Exhibits F1** and **F2**, attached hereto) in favor of the Village for one million, five hundred thousand dollars ($1,500,000) ("***Purchase Price***") pursuant to **Section 4.B.1** of this Agreement. Developer shall comply with all the terms and conditions of said note and mortgage. The Village acknowledges that the appraised value of the Property exceeds the Purchase Price established herein, as reflected in the appraisal obtained by the Village. The Village has agreed to convey the Property at the reduced Purchase Price in recognition of the exceptional nature of the proposed redevelopment project, the challenges associated with redeveloping the Property, the anticipated public benefits of the Project, and the Developer's commitment to investing substantial private capital in the Property and the surrounding area.

The Closing Date shall occur within ten (10) business days after (i) approval by the Village and all governmental and quasi-governmental agencies, authorities, commissions, or other bodies with jurisdiction of all permits ("***Permits***") required for construction of the site improvements for the Development, and issuance of such permits, including registration of contractors and payment of all applicable permit fees, or, if authorized by the Village in its sole discretion, (ii) execution by the Developer and the Village of a Hold Harmless and Restoration Agreement for Site Improvements in a form acceptable to the Village and issuance of a Village permit allowing the Developer to commence construction of site improvements prior to receipt of all required infrastructure permits.

As a condition of any authorization under clause (ii), the Developer shall agree to indemnify, defend, and hold the Village harmless from any claims, damages, losses, or costs arising from the early commencement of the site improvements and shall, at its sole cost, restore any public or private infrastructure disturbed or impacted by such work to the satisfaction of the Village and any applicable permitting authority.

The Closing Date may occur sooner upon mutual agreement of the Parties. If the Closing Date does not occur on or before **October 1, 2026**, the Village may terminate this Agreement.

B. **Recordation of Vacation Plat.** The Developer shall cause the Vacation Plat and Ordinance 25-43 to be recorded with the Cook County Clerk on the Closing Date, or as otherwise approved in writing by the Village Administrator, and pay all costs associated with the recordation. The Developer shall, in a timely manner following recordation, deliver copies of the recorded Vacation Plat and Ordinance 25-43 to the Village.

C. **Performance Guarantee.** Prior to issuance of any Village permit to begin site improvements, Developer shall deliver to the Village a performance guarantee that meets the requirements of Section 12-8-3:C of the Village Code (***"Performance Guarantee"***) in the form attached hereto as **Exhibit H**. The Performance Guarantee may be partially reduced in accordance with Section 12-8-3:C.8.g. Following the Village's acceptance of all improvements and the Village engineer's certification that all public and private improvements included in the guarantee have been one hundred percent (100%) completed to the satisfaction of the Village, the Performance Guarantee shall be released.

D. **Improvement of Property.** Within sixty (60) days of the Closing Date, the Developer shall initiate construction activities authorized by the Permits to improve the Property and construct the Development at its sole cost so that it is constructed and completed in accordance with the construction schedule attached hereto as **Exhibit I** ("***Construction Schedule***"), in a good and workmanlike manner, and in compliance with Ordinance 25-42 approving for the Property a Preliminary Plat of Subdivision and Special Use Permit and the final site plans, architectural plans, elevations, engineering plans, and on-site signage submitted to and approved in writing by the Village Administrator and all applicable Village commissions, boards, and departments (the ***"Final Plans and Specifications"***). The Village Administrator may administratively approve in writing minor modifications to the Final Plans and Specifications, as allowed by the Village Code.

Improvement of the Property and the Development shall comply with all applicable Village rules and regulations including, without limitation, all applicable zoning ordinances, building codes, health codes and life safety codes in effect as of the date hereof, all conditions of any Special Use Permit granted for the Development, and all applicable federal and state regulations including, without limitation, all environmental laws, the Americans with Disabilities Act, and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

E. **Completion of Site Improvements and Recordation of Final Plat.** Not later than **August 30, 2027**, the construction of all site improvements serving the Development shall commence and be substantially completed in accordance with the Final Plans and Specifications, as approved by the Village Administrator at which time the Developer shall immediately submit to the Village Board for approval by ordinance, the Final Plat, which shall substantially conform to the Preliminary Plat. Upon approval, the Developer shall cause the Final Plat and ordinance to be recorded with the Cook County Clerk and pay all costs associated with the recordation. The Developer shall, in a timely manner following recordation, deliver copies of the recorded Final Plat and ordinance to the Village. The Village Administrator may, at his or her sole discretion, allow recordation of the Final Plat prior to the requirements set forth herein and in Chapter 12-8, "Subdivisions," of the Village Code. Subject to Force Majeure, as defined in **Section 5.C.2**, unless an extension is granted in writing by the Village Administrator for good cause, failure to timely commence site improvement construction and/or timely complete site improvement construction in accordance with the Construction Schedule and dates provided herein shall constitute an event of default.

F. **Commencement and Completion of Vertical Construction.** Upon recordation of the Final Plat, or at such time as the Developer shall secure all necessary permits and commence vertical construction of the Development not later than **September 30, 2027.** All certificates of occupancy for the Development ("***Certificates of Occupancy***"), except for Certificates of Occupancy for the Commercial Spaces, shall be issued no later than **January 30, 2029**. Subject to Force Majeure, as defined in **Section 5.C.2**, unless an extension is granted in writing by the Village Administrator for good cause, failure to timely commence vertical construction and/or timely complete vertical construction in accordance with the Construction Schedule and dates provided herein shall constitute an event of default.

G. **Maintenance Guarantee.** Prior to Village acceptance of any public improvements in accordance with Section 12-8-3:D of the Village Code, the Developer shall execute a maintenance agreement in a form acceptable to the Village Administrator and provide a maintenance guarantee conforming to the requirements of Section 12-8-3:D. The maintenance guarantee shall cover the repair or replacement of any defective materials or workmanship for two (2) years following Village acceptance. The Village Administrator may release the maintenance guarantee only after the two-year period has expired and all defects have been corrected to the Administrator's satisfaction or the Village has been reimbursed for all costs incurred that otherwise would have been paid for by Developer in full compliance with Village Code requirements.

H. **Required Public & Site Improvements.**

1. **Utility Lines.** The Developer, at its expense, shall relocate existing overhead utility lines to be underground including overhead utilities along the east lot line of the Property and along the Chestnut Street right of way located within the Property, as depicted in the final engineering plans as approved by the Village. All utility lines that are newly constructed and installed within the Property and in the immediate vicinity to serve the Development shall also be located underground.

2. **Water and Sanitary Sewer Infrastructure Serving 6149 Chestnut Street.** The Developer, at its expense and subject to the approval of the Village and the owner of the property commonly known as 6149 Chestnut Street (PINs 10-19-204-019-0000, 10-19-204-003-0000, 10-19-204-004-0000) in Morton Grove, Illinois ("***Chestnut Property***"), shall design and construct water and sanitary sewer infrastructure to serve the Chestnut Property. The water and sanitary sewer infrastructure shall be connected to Village water and sewer mains within Lehigh Avenue and shall not be interconnected to water and sanitary sewer infrastructure of the Property. Once constructed, all lateral water and sewer lines serving the Chestnut Property shall become the responsibility of the Owner of the Chestnut Property. These responsibilities shall be formally established through a separate ownership and maintenance agreement, together with a recorded easement agreement, in a form acceptable to the Village. Such agreement shall grant the Village any necessary access rights for inspection, emergency intervention, or other municipal purposes, and shall include an express acknowledgment by the Developer of its ownership and maintenance obligations.

3. **Water and Sanitary Sewer Infrastructure Operation and Maintenance.** Any water and sanitary sewer infrastructure constructed within and serving the Property and requiring a permit from the Illinois Environmental Protection Agency (IEPA) shall be owned by the Village. Operation and maintenance of such water and sanitary sewer infrastructure serving the Property shall be the responsibility of the Developer, except as set forth in Paragraph 2, or its success, assigns, and grantees. Operation and maintenance of all water and sanitary sewer infrastructure serving the Chestnut Property shall be the responsibility of the Chestnut Property owner or its success, assigns and grantees. These responsibilities shall be formally established through a separate ownership and maintenance agreement, together with a recorded easement agreement, in a form acceptable to the Village. Such agreement shall grant the Village any necessary access rights for inspection, emergency intervention, or other municipal purposes, and shall include an express acknowledgment by the Developer of its ownership and maintenance obligations.

4. **Storm Sewer and Private Property Lighting Ownership, Operation, and Maintenance.**

The Developer, at its expense and subject to Village approval, shall design and construct storm sewer infrastructure and private property lighting on the Property. Operation and maintenance of all storm sewer infrastructure and private property lighting constructed at the Property shall be the responsibility of the Developer or its success, assigns and grantees.

5. **Access Improvements Ownership, Operation, and Maintenance.** The Developer, at its expense, shall install and maintain pavement markings, access drive lighting, signage, and related amenities needed to safely direct pedestrians and vehicles from Lehigh Avenue to the Chestnut Property and the entity conducting business or operations thereon. All such pavement markings, access drive lighting, signage, and related improvements shall be designed and installed in compliance with Village standards and shall be subject to review and approval by the Village Administrator.

I. **Permits.** Unless expressly approved in writing by the Village Administrator, no construction, improvement, or development shall be commenced or permitted on any portion of the Property unless and until the Developer has obtained all required approvals from the Village and has been issued valid and binding building permits. Further, no business operation or occupancy of the Development may occur prior to the issuance of valid and binding certificates of occupancy and business compliance certificates, if applicable.

J. **Construction Management.** The Developer shall satisfactorily complete all actions necessary and as required by this Agreement for the planning, design, development, construction, and installation of the Development, including without limitation:

1. Securing all authorizations, permits and licenses, including those of a temporary nature, as may be necessary for the construction and intended use of the Development.

2. Providing the appropriate coordination of all planning and construction of the Development, including the directing and scheduling of construction, all field inspections, tests, surveys, and other activities related to the Development.

3. Providing qualified field personnel for inspecting and reviewing the progress and construction of the Development, including final inspection and certification by Developer that, to the best of its knowledge, all work, as constructed, conforms with the Final Plans and Specifications.

K. **Progress Meetings.** The Developer shall meet or communicate with the Village Administrator, or other designated Village staff, on a bi-monthly basis or as reasonably requested by the Village Administrator to report on the progress of the Development at a time and or in a manner approved by the Village Administrator and shall provide a periodic written comprehensive progress report on the Development in a form approved by the Village Administrator. The Developer shall ensure adequate information is provided to the extent requested by the Village, including, without limitation, financial reports, engineering reports, architectural plans, and supporting analyses. Appropriate representatives for the Developer and his contractors and subcontractors shall participate in any such progress meeting as may be reasonably requested by the Village Administrator or his or her designees.

L. **Open Book Project.** The Development's TIF Eligible Expenses, as set forth on **Exhibit J**, attached hereto, shall be provided to the Village on an "open book" basis and the Developer will use commercially reasonable efforts to cause its general contractor(s) to provide continuing and regular access as (on at least forty-eight (48) hours' prior written notice) as reasonably requested during construction of the Development to the Village Administrator and his or her designees for the purpose of reviewing and auditing all books and records relating to any item necessary to determine the total Project Costs, as defined herein, and the costs of the TIF Eligible Expenses. The foregoing Village review and audit rights with respect to the Development shall continue for up to one (1) year after the last certificate of occupancy has been issued for any portion of the Development. Any audit required by the Village will be at the expense of the Developer. Notwithstanding the foregoing, the Village will attempt to maintain the confidentiality of any information identified by Developer as proprietary, privileged, and confidential, provided Developer certifies that disclosure of the commercial or financial information would cause competitive harm to the Developer. If the

Village receives a request for disclosure of such information under the Illinois Freedom of Information Act, the Village shall notify Developer providing a copy of the request to Developer, and Developer shall have five (5) business days to notify the Village in writing that it consents or refuses to consent to release of the information. If Developer refuses or fails to consent to disclosing such proprietary information within five (5) business days, the Village may refuse to disclose the information requested, and in the event that, because of such refusal, litigation is filed against the Village under the Illinois Freedom of Information Act or similar statute relating to the Village's failure to disclose such information, the Developer shall indemnify and hold the Village harmless from and against any and all claims, damages, losses, liabilities, penalties, judgements, settlements, costs, and expenses, including attorney's fees, imposed on or incurred by the Village in connection with such action. Developer acknowledges that the Village must comply with any court order requiring the release of any confidential or proprietary information and that the Village has no obligation to appeal such court order.

M. **Fees and Expenses.** The Developer shall timely pay all required fees to the Village for the Development, including permits, inspection review, including costs for third-party evaluation and inspection, and tap-on fees, as provided by Village ordinance.

N. **Development Operation.** The Development and use of the Property as authorized under Ordinance 25-42, or as otherwise approved by the Village Administrator or his or her designee, shall not be materially changed by the Developer or its successors, assigns, or grantees, as then applicable, for a minimum of twenty (20) years after all Certificates of Occupancy have been issued, except as may be authorized by action of the Village Board, by amendment to Ordinance 25-42, or pursuant to any subsequent ordinance adopted by the Village.

O. **Affordable Housing.** Pursuant to Section 12-5-12:E of the Village Code, the Development is classified as a covered development and is required to provide ten percent (10%) on-site affordable units or a payment in lieu thereof. The Developer shall satisfy the affordable housing requirement by constructing two (2) on-site affordable units (“***Affordable Units***”) as part of the Development and making a payment in lieu for four (4) affordable units (“***Payment in Lieu***”).

1. **Affordable Units:** Of the sixty (60) Residential Units constructed on the Property, not less than two (2) residential units shall be reserved for households earning no more than sixty percent (60%) of the Area Median Income (AMI), as defined by the U.S. Department of Housing and Urban Development (HUD), the Illinois Housing Development Authority (IHDA), or successor agency, and adjusted for household size (the ***“Affordable Units”***).

2. **Payment in Lieu:** The Developer shall make the Payment in Lieu in the amount of one hundred seventy-six thousand, three hundred and sixteen dollars ($176,316), based on the calculation of forty-four thousand and seventy-nine dollars ($44,079) as a fee in lieu for each of the four (4) affordable units not constructed. The fee in lieu shall be paid to the Affordable Housing Trust Fund pursuant to Article 1-9C-4 prior to the issuance of any Village permit.

3. **Affordable Housing Compliance Plan:** This Agreement shall serve as the affordable housing agreement required by Section 12-5-12:H of the Village Code. Prior to the issue of a Village permit for vertical construction of the Development, the Developer shall submit an affordable housing compliance plan to the Village Administrator that outlines proposed compliance with all requirements of Section 12-5-12, including how and where affordable units will be incorporated into the Development, as well as such other documents and information as the Village Administrator may require, subject to review and approval by the Village Administrator.

P. **Financing.** Not less than ten (10) days prior to the Closing Date, the Developer shall furnish to the Village proof reasonably acceptable to the Village that the Developer has irrevocable financing in sufficient amount for construction of the Development. The Village agrees to include such language in the Note and Mortgage as required by the Developer’s Lender allowing for Subordination of this Agreement to the Lender’s mortgage securing the financing of the Development. The Village agrees to enter into a Subordination Agreement with the Lender and the Developer allowing for the Lender to:

1. Cure any defaults of the Developer;

2. Allow for sufficient time to cure any defaults;

3. Allow for Lender, in the case of foreclosure of the Property from Developer or issuance of a Deed in Lieu of the Property to Lender, to take title to the Property and thence, to sell the Property to a new developer. The Lender shall submit the name and such information on the new Developer to the Village for the approval by the Village of the new developer in accordance with commercially reasonable standards;

4. If the Lender elects not to exercise any of the rights set forth in **Sections 1 through 3** above, or otherwise fails to take action to cure the applicable default, the Village shall have the right, but not the obligation, to pursue any remedies available to it under this Agreement, the Note, the Mortgage, or applicable law, including foreclosure of the Mortgage.

Q. **Payment of Taxes.** The Developer shall pay, when due, all real estate taxes and special assessments in respect to the Development for that portion of the Property that is owned by the Developer. Failure to timely pay said taxes and/or special assessments shall constitute a breach of this Agreement, subject to the Notice and cure provisions set forth in **Section 7** of this Agreement. The Developer may not file any claim or appeal contesting the validity or amount of any real estate property tax assessment for any portion of the Property owned by the Developer until the expiration of the TIF District without twenty-one (21) days advance written notice to the Village.

R. **Make Whole Payment to Offset Affordable Housing Tax Reduction.** The Parties recognize that the Affordable Units may cause the Property to be eligible for a real estate tax assistance, reduction, exemption or special classification that may result in a real estate tax reduction (the ***"Affordable Housing Tax Reduction"***). The Developer, their successors, and assigns in title agree to forego, waive, abandon, not pursue, or make application for any Affordable Housing Tax Reduction until the TIF District is terminated or expired. If the Property receives any Affordable Housing Tax Reduction, the Developer, their successors, or assigns in title shall provide notice of such reduction and shall pay the Village an amount equal to the difference between the actual property taxes paid for the Property and the property taxes that would be paid without an Affordable Housing Tax Reduction ("***Make Whole Payment***"). The Make Whole Payment shall be due to the Village within thirty (30) days after each installment tax bill receiving an Affordable Housing Tax Reduction is due to the Cook County Assessor's Office.

S. **Recovery of TIF Assistance.** Subject to the provisions of this Section, in the event of an uncured material default under any provision of this Agreement, the Developer shall be immediately indebted to the Village for all TIF assistance received, including the value of all principal and interest on any note forgiven, and all cash reimbursements received, as defined in **Section 4.B.1** and **Section 4.B.2**, from the Village and shall reimburse such funds within thirty (30) days within written request by the Village. Developer stipulates that such indebtedness shall have priority in any bankruptcy proceeding, subject to applicable laws and to the Lender's rights of subordination.

T. **Insurance.** Prior to the issuance of any Village permit, the Developer shall, at its sole cost and expense, deliver to the Village certificates of insurance evidencing the insurance coverage required to be maintained by Developer pursuant to **Section 6** of this Agreement. The Developer shall maintain such insurance in full force and effect for the duration required under this Agreement and shall promptly provide updated certificates or endorsements to the Village upon renewal or replacement of any policy.

U. **Compliance with All Laws.** The Developer represents, warrants, and agrees:

1. The Developer is not barred from contracting with any unit of state or local government because of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4.

2. The Developer shall comply with the Illinois Drug Free Workplace Act, Equal Opportunity Clause of the Illinois Human Rights Act and the Rules and Regulations of the Illinois

Department of Human Rights, the Americans with Disabilities Act, and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).

3. Any construction contracts entered into by the Developer relating to construction of public improvements in accordance with the Illinois Fair Employment Practices Act, shall comply therewith.

4. The Developer shall comply with all applicable federal laws, state laws, and regulations including without limitation, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

   The Developer agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions, and social security benefits pursuant to applicable labor agreements and federal and state statutes, and further agrees to make all required withholdings and deposits therefore.

5. A copy of any lawsuit or complaint of violation of laws received by the Developer relative to this Agreement, or the Development shall be immediately forwarded to the Village Administrator.

6. The Developer shall be and remain in compliance with the Village's property maintenance regulations and shall promptly correct any Code violations for the duration of the Developer's ownership of any portion of the Property.

7. The Developer shall comply with all USEPA and Illinois EPA laws, rules and regulations and will not unlawfully dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by any federal or state environmental laws, in, under, on or about the Property. The Developer, at its costs, shall remediate any hazardous substance, contaminant or pollution or other dangerous environmental condition that it (or its employees, agents, or contractors) creates or causes with respect to the Development in accordance with all federal, state, county and local applicable laws and regulations. The Developer shall indemnify and hold the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees harmless against any claim, suit, loss, liability or damage, including, attorneys fees and expenses incurred by the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any hazardous substance, material, contaminant, or pollutant during performance of the Development in, under, on or about the Property caused directly by the Developer.

V. **Disclosures.** Not less than ten (10) days prior to the execution of this Agreement, the Developer shall furnish to the Village the identity of all persons holding an ownership interest in the Developer and the percentage of such interest, said disclosure to be form reasonably satisfactory to the Village, and shall certify that no member, official, or employee of the Village has or shall have any personal interest, direct or indirect, in the Development or this Agreement. The disclosure shall be updated within ten (10) business days of any change of ownership, or written request from the Village Administrator.

W. **Limited Right of Assignment.** Until the obligations referenced in **Section 4.B.1** and **Section 4.B.2** of this Agreement have been paid or forgiven in full Developer shall: (a) not assign its interests in this contract, the Property, or the Development without the express written approval of the Village; and (b) own and operate, or cause an entity which is one-hundred percent (100%) owned by the Developer to own and operate, the Development in accordance with this Agreement and Ordinance 25-42. Any approved assignment shall provide such information as may reasonably be requested to demonstrate that the operation of the Development will continue to be managed and operated in a manner consistent with the goals and objectives of the Redevelopment Plan. The approved assignee ("***Assignee***") shall execute and deliver to the Village an instrument stating that the Assignee agrees to be bound by all terms of this Agreement.

SECTION 4. VILLAGE OBLIGATIONS.

A. **Sale of Property.** The Village agrees to enter into a contract for the sale of the Property in accordance with the terms set forth in **Section 3.A**, the conditions of this Agreement, and the Property Sale Agreement attached hereto as **Exhibit E**.

B. **Economic Incentive.** Provided that the Developer is not in default of its obligations set forth in this Agreement, and in consideration for the Developer's satisfactory performance of its obligations under this agreement and in order to make the Development economically feasible, the Village shall provide the following economic incentives:

1. **Note and Mortgage for Purchase of Property.**

   a. The Village shall hold a note and mortgage, in substantial conformance with **Exhibits F1** and **F2**, for the Purchase Price of one million, five hundred thousand dollars ($1,500,000) for the Developer's purchase of the Property ("***Property Purchase Note***"). The interest on the principal balance of the Property Purchase Note shall accrue at the rate of six percent (6%) per annum from the Closing Date until paid in full or forgiven. Except in the case of a default by the Developer, no payments shall be due to the Village for the first two (2) years following the Closing Date. The mortgage shall be in substantial conformity with **Exhibit F1**, and the Property Purchase Note shall be in substantial conformity with **Exhibit F2**, each attached hereto.

   b. The Note and Mortgage shall be subject to and in conformance with the Subordination language required by the Developer's Lender allowing for the financing of the construction of the Development and as set forth therein.

   c. The Village shall forgive the principal and interest owed on the Property Purchase Note if the Developer (i) is not in default of this Agreement, (ii) has constructed the Development and obtained the Certificates of Occupancy, except for the Commercial Spaces.

   d. The Developer shall utilize commercially reasonable means to lease the approximately four thousand square feet of ground floor Commercial Spaces for restaurants, retail, or similar uses as approved in writing by the Village Administrator within one (1) year of issuance of the Certificate of Occupancies for the residential portion of the Development. The Village Administrator shall have the right to grant one or more extensions upon written request from the Developer and submittal of such documentation as the Village Administrator may reasonably request to demonstrate that the Developer has diligently and continuously marketed the Commercial Spaces and made reasonable, good-faith efforts to lease the Commercial Spaces. The payment by the Village on the Economic Assistance set forth in **Paragraph 2.c** is subject to the leasing and opening of the Commercial Spaces. The Village shall have the right to approve or reject any initial proposed commercial tenant in its sole discretion.

   e. In the event of a Developer default that is not timely cured, or if the Developer has not met all requirements set forth in this Agreement all remaining principal balance and accrued interest under the Property Purchase Note shall be immediately due and payable by the Developer.

2. **TIF Cash Assistance.** Subject to the terms of this Agreement, the Village shall reimburse the Developer for TIF Eligible Expenses, as set forth on **Exhibit J**, upon submission of documentation satisfactory to the Village, including, without limitation, final invoices, signed and notarized lien waivers, and proof of payment.

   The total reimbursement of TIF Eligible Expenses paid to the Developer ("***TIF Cash***

Assistance") shall not exceed the lesser of one million and seven hundred and fifty thousand dollars ($1,750,000) or the total amount of certified TIF Eligible Expenses as defined in the Act. Subject to the Developer's compliance with this Agreement and satisfaction of the applicable requirements contained herein, said TIF Cash Assistance payments by the Village to the Developer shall be made in accordance with the following schedule and procedures:

a. **<u>First Cash Assistance Payment.</u>** Upon (i) issuance of a Village site improvement permit for all required site improvements, or as otherwise authorized in writing by the Village Administrator, and (ii) the Closing Date and transfer of title to the Property from the Village to the Developer, the Village shall pay the Developer up to two hundred and fifty thousand dollars ($250,000) ("***First Cash Assistance Payment***") to reimburse the Developer for TIF Eligible Expenses, as set forth on **<u>Exhibit J</u>**, actually incurred and paid by the Developer, including but not limited to architectural, engineering, and legal services necessary to produce site improvement plans and construction documents. The First Cash Assistance Payment shall be paid as follows:

   i. Developer may submit one (1) request for reimbursement of TIF Eligible Expenses (payment of the First Cash Assistance Payment), which shall include: (1) a letter requesting reimbursement of select TIF Eligible Expenses pursuant to this **Section 2**, herein; two (2) copies of all final invoices showing the cost of materials and services to support the request; (3) signed and notarized final lien waivers from all of Developer's contractors, subcontractors, employees, or individuals providing material or services with respect to the request; (4) proof of payment of all costs associated with the request; and (5) a report of the final inspection verifying the work completed with respect to this request has been completed in accordance with the Final Plans and Specifications, if applicable.

   ii. Within sixty (60) days after receiving a complete submittal, the Village shall (i) send the Developer written notice approving the Reimbursement Expenses and request for reimbursement and issue a check to the Developer for submitted Reimbursement Expenses pursuant to this Agreement or (ii) send the Developer written notice reasonably disapproving the Reimbursement Expenses and specify the reason for such disapproval in reasonable detail, in which case Developer may resubmit the request for reimbursement after correcting the disapproved items.

b. **<u>Second Cash Assistance Payment.</u>** Upon the substantial completion of construction of all site improvements set forth in **<u>Exhibit J</u>**, the Village shall pay the Developer up to one million, two hundred and fifty thousand dollars ($1,250,000) ("***Second Cash Assistance Payment***") to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer for said site improvements. The Second Cash Assistance Payment shall be paid pursuant to the same process defined in **Section 2** herein. The Second Cash Assistance Payment shall not be paid until the Village Administrator has certified that all public and private site improvements required to be constructed or installed have been substantially completed in accordance with the Final Plans and Specifications and all permits authorizing construction of the site improvements and that the inspected construction or installation thereof has been approved, or as otherwise authorized in writing by the Village Administrator.

c. **<u>Third Cash Assistance Payment for Leasing of Commercial Units.</u>** Upon the Developer entering into Leases for the Commercial Spaces for tenants approved by the Village and the issuance of the Certificates of Occupancy for all approximately four thousand square feet of ground-floor commercial spaces ("***Commercial Spaces***") in the Development, the Village shall make a third and final cash payment to the Developer of up to two hundred and fifty thousand dollars ($250,000) (***"Third Cash Assistance Payment"***) to reimburse the Developer for TIF Eligible Expenses actually paid by the Developer. The Third Cash Assistance Payment shall be paid pursuant to the process defined in **Section 2.**

The Third Cash Assistance Payment shall be provided by the Village to the Developer in the form of a forgivable loan in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000), evidenced by a promissory note and secured by a mortgage in favor of the Village against the property. The principal balance of the loan shall be reduced by one-fifth (1/5), or Fifty-Thousand Dollars, on each anniversary of the opening of the full-service restaurant, provided that the full-service restaurant remains continuously open and operating in substantial compliance with this Agreement. After five (5) consecutive years of operation by the full-service restaurant, the entire principal balance of the loan shall be deemed forgiven. Temporary closures for remodeling, repairs, force majeure, or other reasons approved in writing by the Village Administrator shall not constitute a discontinuance of operations. After five (5) years of qualifying operation, whether by the original full-service restaurant or an approved successor operator, the remaining principal balance of the loan shall be deemed forgiven. The mortgage shall be in substantial conformity with **Exhibit G1**, and the Third Cash Assistance Payment Note shall be in substantial conformity with **Exhibit G2**, each attached hereto.

d. **Final Project Cost True-Up Payment.** The Developer represents that the total cost to construct the Development is estimated to be $21,549,227 (***"Estimated Total Development Cost"***), as outlined in **Exhibit J** (***"Project Budget"***). The Developer acknowledges that the level of financial assistance provided by the Village herein is based upon a true-up of total actual costs incurred for the Development against the Estimated Total Development Cost and the estimates provided in the Project Budget. The Village agrees that failure to expend the contingencies set forth in the Project Budget shall not be subtracted from the Project Budget for the purpose of Final Project Cost True-Up. The Developer shall submit to the Village a certification of total actual costs incurred for the Development (***"Cost Certificate"***) itemized by each category of the Project Budget, and shall provide the Village with electronic access to all sworn contractors' statements, construction contracts, and other documentation evidencing the actual costs incurred for the Development (***"Final Project Cost"***).

i. The Village shall have ninety (90) days following receipt of the foregoing materials to review the Cost Certificate and the documentation evidencing the actual costs incurred in connection with the Development and shall notify the Developer in writing if the Cost Certificate and submitted documentation are reasonably acceptable to the Village. If the Village reasonably requires additional time to review the materials and provides written notice to the Developer before the end of the initial ninety-day (90-day) period, the review period may be extended by an additional sixty (60) days.

ii. The total TIF Cash Assistance to be paid to the Developer shall be reduced by fifty cents ($0.50) for each dollar ($1.00) reduction in the Final Project Cost, except for a reduction caused by not expending the construction contingencies below the Estimated Total Development Cost (the ***"True Up Reduction"***). The Village shall reduce the Third Cash Assistance Payment by the calculated True Up Reduction.

e. **Deadline to Submit Requests for Payment.** In no event shall the Village be obligated to pay or otherwise satisfy any request for TIF Cash Assistance for TIF Eligible Expenses submitted after **December 31, 2028**.

SECTION 5. MUTUAL OBLIGATIONS.

A. **Documents.** The Parties agree to take such actions, including the execution and delivery of such documents, as well as the adoption of such ordinances and resolutions, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions, and intent.

B. **Government Approvals.** The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

C. **Timeline.**

1. Time is of the essence to this Agreement. The Parties will each proceed with commercially reasonable diligence to submit and process all required applications, issue all approved permits, and complete the construction of the Development.

2. A Party shall not be deemed in default of this Agreement if such Party's failure to timely perform was reasonably caused by war, acts of God, strikes, labor disputes, labor shortages, reasonably unavoidable disruptions to supply chains for materials, pandemic, delay in issuance of necessary permits or authorizations by any governmental body, including but not limited to the Village, through no fault of the Developer or similar causes beyond the reasonable control of such Party *("**Force Majeure**").* If a Force Majeure event occurs, which caused a delay, a Party seeking to claim Force Majeure as the basis for an extension, shall serve notice of its claim for Force Majeure and supporting specific third-party documentation within five (5) business days from the start of the Force Majeure event. Any extension for the completion of the incomplete performance shall be equal to the period of the duration of the delay caused thereby.

SECTION 6. INSURANCE AND INDEMNIFICATION

A. **Insurance.** The Developer, and any successor in interest to the Developer, shall obtain or cause to be obtained and continuously maintained when required during the Term of this Agreement, the insurance as set forth below. The Developer shall provide a copy of all policies to the Village with proof that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain.

1. Developer (or Developer's contractor) shall during any period of construction, maintain:

   a. Worker's Compensation insurance with statutory coverage and Employers' Liability coverage of at least five hundred thousand dollars ($500,000) per accident;

   b. Commercial General Liability insurance (including operations, contingent liability, operations of subcontractors, and contractual liability insurance) with limit of not less than one million dollars ($1,000,000) combined single limit per occurrence for bodily injury, and property damage and one million dollars ($1.000,000) per occurrence for personal Injury with a general aggregate of two million dollars ($2,000,000); and

   c. Business Automobile Liability: One million dollars ($1,000,000) combined single limit per accident-for bodily injury and property damage.

2. Developer (or Developer's contractor) shall during any period of construction maintain builders risk insurance on a completed value basis in non-reporting form, against all risks of physical loss, including collapse and water damage with no exclusion for flood and

hydrostatic pressure, covering the total value of work performed and equipment, supplies and materials furnished for the project development (including on-site stored materials) as to all work by Developer. The Village shall be named as loss payee under this policy.

3. After completion of construction of the Development, the Developer shall maintain property insurance and extended coverage on a replacement basis for the insurable value of the Development as valued from time to time.

4. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project, or the construction and improvement thereof by Developer, except to the extent arising from Village (or its agents, employees and contractors) acts or omissions (in which case the Village shall look solely to its own insurance).

5. Alternatively, Developer, may satisfy its insurance obligations in this Article by way of a blanket policy or policies which includes other liabilities, properties and locations having a per occurrence liability of three million dollars ($3,000,000) and a general policy aggregate of at least ten million dollars ($10,000,000).The Village shall have the right to review any blanket policy or policies to determine that such coverage is in compliance with the requirements contained herein and shall have the right to reject any blanket policy or policies if they do not comply with the requirements contained herein.

6. Each such policy (except Worker's Compensation) shall name the Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Developer's work, including activities performed by or on behalf of the Developer; products and completed operations of the Developer (or Developer's Contractor); premises owned, leased or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers. The policy shall contain an affirmative statement by the issuer that it gives written notice to the Village at least 30 days prior to any cancellation or an amendment of its policy. The Developer shall provide the Village a replacement certificate prior to expiration of any policy.

7. The Developer's insurance coverage shall be primary and non-contributory as respects the Village its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees, agents, and volunteers shall be in excess of Developer's insurance and shall not contribute with it.

8. The Developer's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Developer's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. The Developer shall furnish separate certificates and endorsements from each contractor or subcontractor subject to all the requirements herein. The subcontractors are not included under the Developer’s policies.

10. The Developer shall furnish the Village with certificates of insurance showing the coverage as required herein with original additional insured endorsements naming the Village, its officials, employees, agents, and volunteers as additional insureds. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences.

B. **Village Review.** Subject to and except as otherwise provided in the provisions of **Section 6** of this Agreement, the Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or failure to review and approve any plans for the Property or the Development, or the issuance of or failure to issue any approvals, permits, certificates, or acceptances for the development or use of the Property or the Development, and that the Village's review and approval of those plans and the Development and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way. be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, invitees, and licensees, or any other person, against damage or injury of any kind at any time.

C. **Indemnification of Village**. Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and its elected or appointed officers and officials. trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the Village and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Developer's use of the Property, any tests or surveys conducted by the Developer, and the construction of the Development, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a personal injury claim, suit or action and/or any Losses and claims relating to environmental investigation, cleanup, or abatement, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Developer's or worker's activities or in activities at the Property or the Development. It is expressly understood, agreed upon and the specific intent of this Agreement that the Village and its elected or appointed officers and officials, trustees, agents, volunteers. Representatives and/or employees will not assume responsibility for the actions of Developer or any of the workers or other persons on the Property. As between the Village and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees and Developer, Developer shall always be held solely responsible to all persons on the Property present there because of the Development and work thereon. Developer and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the Village and its elected or appointed officers and officials, trustees. agents, volunteers, representatives and/or employees, for any claim, suit or action, whether or not well founded in fact or in law, which Developer and the workers have, or may have, arising out of the Development, except to the extent that any contamination occurs as a result of actions taken after the date of this Agreement by the Village or any of its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, and except for any claim or action which Developer, its successors and assigns may have under this Agreement.

SECTION 7. DEFAULT

A. **Events of Default by Developer.** The following shall constitute events of default by the Developer:

1. Any material misrepresentation made by the Developer in this Agreement, or in any related agreement or document.

2. Failure to comply with any material obligation or covenant contained in this Agreement, or any ordinance, or other agreement or financing document requiring performance by Developer regarding the Development throughout the term of this Agreement, subject to Force Majeure not cured within the time period set forth in **Section 7.C** below.

3. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for more than thirty (30) consecutive days.

5. After work begins on the Development, work stops for more than sixty (60) days for any reason other than: (i) Force Majeure; (ii) if Developer is ahead of its planned construction schedule, where work does not recommence within the time period set forth in **Section 7.C** below; or (iii) as requested and approved in writing by the Village Administrator.

6. Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement or the approved plans, which failure is not cured within the time period set forth in **Section 7.C** below.

7. Developer refuses or fails to construct the Development in substantial conformance with the Final Plans and Specifications, subject to any modifications approved by the Village, which refusal or failure is not cured within the time period set forth in **Section 7.C** below.

B. **<u>Events of Default by Village.</u>** Events of default by the Village include without limitation the following:

1. Any material misrepresentation made by the Village in this Agreement, or in any related agreement or document.

2. Failure to perform any material obligation or covenant contained in this Agreement, subject to Force Majeure not cured within the time period set forth in **Section 7.C** below.

C. **<u>Cure Provisions.</u>** In the event of a default, the defaulting Party shall have ninety (90) days after receipt of a written notice of default from the non-defaulting Party setting forth the nature of the default, to cure the default or, if the nature of the default is such that additional time is required to effect such cure, then such longer period as may be reasonably required, provided that the defaulting Party is diligently pursuing such cure.This provision shall be extended pursuant to the Subordination Agreement with the Lender if so required.

D. **<u>Developer Defaults and Village Enforcement Rights.</u>**

1. **<u>Default Prior to Closing of the Sale of the Property.</u>** If after receipt of written notice of default, the Developer fails to timely cure such default within the cure period set forth in **Section 7.C**, and such default occurs and remains uncured prior to the closing of the sale of the Property from the Village to the Developer, the Village shall have the right, in its sole and absolute discretion and in addition to any and all remedies available at law or in equity, to terminate this Agreement upon written notice to the Developer. In the event of such termination, the Developer shall promptly reimburse the Village for all out-of-pocket costs and expenses incurred by the Village in connection with this Agreement, including, without limitation, legal, administrative, consulting, and professional fees.

2. **<u>Default Prior to the Start of Site Improvements:</u>** If after closing on the purchase of the Property and receipt of written notice of default that the Developer has not begun construction of Site Improvements in accordance with the Construction Schedule attached as **<u>Exhibit I</u>**, the Village shall have the right to re-acquire title to the Property. The Developer, if the Default has not been cured, shall be required to deed the Property back to the Village. Such re-vesting Deed shall be tendered to the Village at the time of the Closing on the Property to be held by the Village until such time as construction of the

Development has been completed and Certificates of Occupancy have been issued. At the time that Certificates of Occupancy have been issued, the re-vesting deed shall be returned to the Developer. This condition shall also be made part of the Property Sale Agreement, Note and Mortgage. The provisions and conditions contained in this Paragraph shall be subject to any subordination language contained in Note and Mortgage.

3. **Default Prior to Issuance of Certificates of Occupancy** If after receipt of written notice of default, the Developer fails to timely cure such default within the cure period set forth in **Section 7.C**, except as may be extended for cause by the Village Administrator, and such uncured default occurs and remains uncured prior to the Certificates of Occupancy being issued the Village shall have, in addition all remedies at law and equity, any or all the following remedies:

   a. The Village shall have the right, in its sole and absolute discretion and in addition to any and all remedies available at law or in equity, to terminate this Agreement upon written notice to the Developer. In the event of such termination, the Developer shall promptly reimburse the Village for all out-of-pocket costs and expenses incurred by the Village in connection with this Agreement, including, without limitation, legal, administrative, consulting, and professional fees.

   b. The Developer shall immediately pay to the Village all remaining principal balance and accrued interest under the Property Purchase Note.

   c. At the Village's sole and absolute option, the Village may require the Developer, at the Developer's sole cost and expense and within such time period as the Village may reasonably specify, to correct, repair, replace, or rebuild any portion of the Development that has not been constructed or developed in accordance with the Final Plans and Specifications or restore the Property to a safe, clean, and fully developable condition, or to take such other remedial action as may otherwise be directed by the Village Administrator.

   d. The provisions of this Paragraph 3 shall be subject to the Subordination Agreement with the Lender for this Development.

4. **Default After issuance of Certificates of Occupancy** If after receipt of written notice of default, the Developer fails to timely cure such default within the cure period set forth in **Section 7.C**, and such uncured default occurs and remains uncured after the Certificates of Occupancy are issued and the leases are executed for all ground-floor Commercial Spaces, the Village shall have, in addition all remedies at law and equity, any or all the following remedies:

   a. At the Village's sole and absolute option, the Village may require the Developer, at the Developer's sole cost and expense and within such time period as the Village may reasonably specify, to correct, repair, replace, or rebuild any portion of the Development that is not in accordance with the Final Plans and Specifications at the time the Certificates of Occupancy were issued, or to take such other remedial action as may otherwise be directed by the Village Administrator.

      In the event the Developer fails or refuses to timely complete such corrective action to the satisfaction of the Village, or if the Village otherwise elects to do so, the Village may, but shall not be required to, perform or cause to be performed such repairs, corrections, or restoration. The Developer shall reimburse the Village for all costs and expenses incurred in connection therewith, including, without limitation, construction, consulting, legal, and administrative costs, together with an additional administrative fee equal to ten percent (10%) of such costs. Such reimbursement shall be due upon demand and shall be in addition to, and not in limitation of, any other rights or remedies available to the Village.

b. If any on-site affordable housing unit required under this Agreement or the Village Code is eliminated, reduced, or otherwise not provided in full compliance with applicable code requirements and this Agreement, the Developer shall be in default and shall pay to the Village an amount equal to the payment in lieu of providing affordable housing units as set forth in Section 12-5-12 of the Village Code, or any successor ordinance then in effect at the time of such default. In addition, the Developer shall be required, at its sole cost and expense, to apply for, obtain, and fully comply with an amendment to Ordinance 25-42 or any other applicable special use permit prior to any continued use, occupancy, or development of that portion of the Property inconsistent with the approved affordable housing requirements.

B. **Attorney's Fees.** In the event of a default, the defaulting Party shall pay all the non-defaulting Party's reasonable court costs, witness fees, discovery-fees and attorneys' fees, and the court may allocate such fee award to each Party to the extent the court finds each Party to have culpability.

C. **Consequential Damages.** Neither Party shall be liable to the other for consequential damages or lost profits except as otherwise specifically provided in this Agreement.

SECTION 8. DEVELOPMENT PROVISIONS

A. **Codes and Ordinances.** All codes, ordinances, rules and regulations of the Village in effect as of the date hereof which relate to building, housing, plumbing, electrical and related restrictions affecting development of the Property shall continue in effect, insofar as they relate to the development of the Property, during the entire Term of this Agreement, except as otherwise provided herein, and except to the extent that said codes, ordinances, rules and regulations are amended on a general basis so as to be applicable to all property within the Village for purposes of directly furthering the public health and safety.

B. **Right to Connect to Sanitary Lines.** The Village presently owns sanitary system lines within the Village. The sanitary system presently has sufficient capacity to collect and process all sewage produced from the Development. Developer shall at its sole cost, have the right to connect the Development to the system in accordance with approved engineering plans.

C. **Right to Connect to Water Lines.** The Village owns and operates a potable water supply and distribution system within its borders. The system presently has sufficient capacity to serve the potable water and fire suppression requirements of the Development. Developer shall at its sole cost, have the right to connect the Development to the system in accordance with approved engineering plans.

D. **Government Approvals.** The Parties shall cooperate fully with each other in implementing the Development and in seeking and obtaining from any or all appropriate governmental bodies (whether federal, state, county or local) any necessary permits, entitlements, and approvals, required or useful for the improvement of property and construction of the Development in and on the Property, or for the provision of services to the Property. The Village shall expeditiously and fairly process all properly filed applications for permits and approvals necessary for the Development including, without limitation, building permits and certificates of occupancy.

E. **Hours for Construction.** The Developer acknowledges it shall comply with the Village's Noise Control Ordinance, Chapter 6-5 of the Village Code, and all construction activities shall be in compliance with Section 10-1-4 of the Village Code.

SECTION 10. GENERAL PROVISIONS.

A. **No Individual or Personal Liability.** Notwithstanding any other statement in this Agreement, the Parties agree that the representations made by the Village in this Agreement and assistances offered herein are made on behalf of the Village, and the Village President, the Village Board of Trustees, and Village Staff are not making such representations personally, are not Parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement, and that except as provided in **Section 9** above, the representations made by the Developer are made by and on behalf of Developer, and the Developer's owners, members, officers, directors, employees and agents are not making such representations personally, are not Parties to this Agreement, and shall incur no personal liability in conjunction with this Agreement.

B. **No Third-Party Beneficiaries.** This is made for the benefit of the Parties and there are no third-party beneficiaries.

C. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by electronic internet mail ("e-mail"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i)(ii), or (iii) above within five (5) business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is five (5) business days after deposit in the U.S. mail, as evidenced by a return receipt or such other credible proof of mailing. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at the following addresses:

Charles L. Meyer, Village Administrator
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
administration@mortongroveil.org

Teresa Hoffman Liston, Corporation Counsel
The Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
Tliston@mortongroveil.org

Notices and communications to the Developer shall be addressed to, and delivered at, the following addresses:

Simon Berger
8500 MG, L. L. C. an Illinois limited liability company
5215 Old Orchard Road, Suite 130
Skokie, IL 60077-1098
simon.i.berger@gmail.com

Bernard I. Citron, Attorney
Thompson Coburn, LLP
55 E Monroe St., 37th Floor
Chicago, IL 60603
312-580-2209
bcitron@thompsoncoburn.com

D. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

E. **No Waiver.** The parties shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of either party to exercise at any time any right granted to a party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, of the State of Illinois. Any action to enforce this Agreement shall be filed in the Circuit Court of Cook County, Illinois.

G. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

I. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

J. **Authority to Execute.** The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Developer hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Developer will (a) result in a breach or default under any agreement to which the Developer is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Developer is subject.

K. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a joint venture between the Parties. It is understood and agreed that this Agreement does not provide for the joint exercise by the Parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute either Party as an agent of the other for any purpose whatsoever. Nothing in this Agreement shall be construed to make the Parties hereto partners or render either of said Parties liable for the debts or obligations of the other.

L. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

M. **Successors and Assigns.** This Agreement shall benefit, and be binding on, successors, assigns and grantees of the Village and Developer and shall constitute a covenant running with the land. This Agreement shall not be assignable by the Developer without the Village's written permission.

N. **Subordination Agreement.** The parties acknowledge that the Developer may grant a lien or liens ("Mortgage Liens") to lenders that shall disburse funds to the Developer ("Lenders") for the costs of construction of the Project ("Project Costs"). The Village Administrator is authorized to negotiate and execute agreements by and between the Village, Developer, and Lenders subordinating certain provisions of the Agreement to the Mortgage Liens, but only "to the most limited extent necessary to induce the Lenders to disburse funds for the Project Costs.

O. **Sale.** The use of the terms "sale," or terms of similar import, unless specifically stated otherwise herein, shall mean an arm's length sale transaction to a third-party member of the public and not a forced sale or sale to another developer.

P. **Exhibits.** The following Exhibits attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement:

Exhibit A	**Legal Description for 8500-50 Lehigh**
Exhibit B	**Chestnut Legal Description**
Exhibit C	**Chestnut Street Vacation Ordinance**
Exhibit D	**Preliminary Plat of Subdivision**
Exhibit E	**Purchase Agreement**
Exhibit F1 and F2	**Purchase Note and Mortgage**
Exhibit G1 and G2	**Third Cash Assistance Payment Note and Mortgage**
Exhibit H	**Performance Guarantee**
Exhibit I	**Construction Schedule**
Exhibit J	**Tax Increment Eligible Expenses & Project Budget**

In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

IN WITNESS WHEREOF, the Parties above written.

ATTEST:

By: ________________________________

Eileen Scanlon Harford, Village Clerk

Village of Morton Grove, an Illinois municipal corporation

By: ________________________________

Janine Witko, Village President

ATTEST:

By: ________________________________

Its: ________________________________

8500 MG, an Illinois limited liability company

By: ________________________________

Simon Berger, as manager of 8500 MG LLC, an Illinois limited liability company

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Exhibit A

Legal Description for 8500-50 Lehigh & Chestnut Street

8500-8550 LEHIGH AVENUE, MORTON GROVE, ILLINOIS 60053
LEGAL DESCRIPTION:

THE SOUTH 120 FEET OF LOTS 6, 7, 8, 9, 10, AND 11 IN BLOCK 1 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 12 IN BLOCK 1 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 1 0 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOTS 3, 4, AND 5 IN BLOCK 2 IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD
AND WEST OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

10-19-204-020-0000
10-19-203-021-0000
10-19-203-022-0000
10-19-203-023-0000
10-19-203-025-0000
10-19-203-013-0000

Exhibit B

Legal Description for Chestnut Street Vacation

CHESTNUT STREET VACATION, MORTON GROVE, ILLINOIS 60053
LEGAL DESCRIPTION:

THAT PART OF CHESTNUT STREET IN MORTON GROVE, BEING A SUBDIVISION OF THE EAST 4.53 CHAINS OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF GROSS POINT ROAD AND THE NORTH 3 ACRES OF THE EAST 1 0 ACRES OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 20 LYING SOUTH OF GROSS POINT ROAD AND WEST OF CHICAGO. MILWAUKEE AND ST. PAUL RAILROAD, IN TOWNSHIP 41 NORTH. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN BLOCK 2 IN SAID MORTON GROVE; THENCE SOUTH 89 DEGREES 28 MINUTES 34 SECONDS WEST ALONG THE SOUTH LINE OF SAID CHESTNUT STREET, 350.17 FEET TO THE NORTHWEST CORNER OF LOT 9 IN BLOCK 2 IN SAID MORTON GROVE; THENCE NORTH 00 DEGREES 51 MINUTES 21 SECONDS EAST, 66.02 FEET TO THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 1 IN SAID MORTON GROVE; THENCE NORTH 89 DEGREES 28 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF SAID CHESTNUT STREET, 350.10 FEET TO A POINT 34.00 FEET WEST OF THE SOUTHEAST CORNER OF LOT 12 IN BLOCK 1 IN SAID MORTON GROVE; THENCE SOUTH 00 DEGREES 47 MINUTES 42 SECONDS WEST, 66.02 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.531 ACRES MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.

Exhibit C & Attachment A for Exhibit F2 (Mortgage Against Real Estate for Property Sale)

Ordinance 25-43 Approving a Plat of Vacation for a Portion of Chestnut Street

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Exhibit D

Preliminary Plat of Subdivision

Exhibit E

Purchase Agreement for Property

CONTRACT FOR THE PURCHASE OF 8500-50 LEHIGH AVENUE AND A VACATED PORTION OF CHESTNUT STREET IN MORTON GROVE, ILLINOIS, BY AND BETWEEN THE VILLAGE OF MORTON GROVE AND 8500 MG, LLC

The Village of Morton Grove, a municipal corporation and a home rule unit of government located in Cook County, Illinois ("***Village***" or "***Seller***") hereby agrees to sell and 8500 MG, LLC, an Illinois limited liability company ("***Buyer***") hereby agrees to buy that property commonly known as 8500-50 Lehigh Avenue, including a portion of abutting vacated Chestnut Street, which are legally described in **Attachment 1**, and all improvements thereon ("***Real Estate***") pursuant to the following terms and conditions:

1. **Purchase Price.** The Buyer shall pay the Village the sum of $___________ to be paid in accordance with Section 3.A of the Economic Assistance and Tax Increment Financing Development Agreement by and between the Village and Seller dated as of ___________, 2026, and attached hereto as Exhibit A ("***Agreement***"), and as follows in Section 2.

2. **Payment at Closing.** At closing, the Buyer shall execute a note and mortgage in favor of the Village for the purchase price of the Real Estate in the amount of one million, five hundred thousand dollars $1,500,000. The interest on the principal balance shall accrue at a rate of six percent (6%) per annum from the closing date until paid or forgiven. Except in the case of a default by the buyer, no payments shall be due to the Village for the first two (2) years after the closing date, subject to the Village's agreement to forgive the note as set forth in Section 4.B.1 of the Agreement by and between the Parties. The village will forgive the principal and interest owed on the note in full when all certificates of occupancy are issued and all leases are executed for the Development on or before the second anniversary of the closing date. If all said certificates of occupancy are not issued and all said leases are not executed on or before the second anniversary of the closing date, the Village may exercise any and all rights and remedies available to it under the Agreement, and the entire remaining principal balance and accrued interest thereon shall be immediately due and payable to the Village.

No portion of the note and mortgage shall be forgiven while the Buyer is in default of any term of this contract or the Agreement or is not in good standing on any and all Village fees taxes, obligations, and accounts, including but not limited to real estate tax payments to Cook County, local food and beverage sales taxes, fire alarm fees, vehicle sticker payments, parking tickets, water bills, and fines, except as provided herein and in the Agreement.

3. **Closing.** The closing shall occur in accordance with Section 3.A of the Agreement.

4. **Contingency Period and Inspections.**

   a. The Village shall make available to the Buyer for the Buyer's inspection, copies of all surveys, environmental reports, soils tests, maps, and plats for the subject property within the Village's possession.

   b. The Buyer and its agents shall have through ____________, 2026, to conduct at Buyer's sole cost and expense and subject to the terms herein its inspection of the property which may include, without limitation, fiscal inspections of the subject property, surveys, soils tests, site analyses, engineering studies, environmental studies, and investigations and appraisals.

   c. The Buyer may terminate this contract for any reason during the contingency period.

   d. The Village represents and warrants there are no tenants occupying the real estate, and the real estate shall be vacant at closing.

5. **Tax Prorations.** The Village represents the real estate has been exempt from real estate taxes and shall remain so through the date of the closing. In the event any taxes are assessed or become due and

payable for any period prior to the closing, the Village shall pay same upon receipt of any such real estate tax bill.

6. **Title.** At the Village's expense, the Village will deliver or cause to be delivered to the Buyer within five (5) days in advance of closing, a title commitment for an ALTA title insurance policy in the amount of the purchase price with extended coverage by Chicago Title and Trust Company issued on or subsequent to the date of acceptance of this contract, subject only to items listed in paragraph 7. The parties shall each pay their respective usual and customary share of the additional title charges and the parties shall equally pay for any deed in money closing escrow incurred as a result of this transaction. If the title commitment discloses any exceptions not acceptable to the Buyer, then the Village shall have said exceptions or encroachments removed, or, with Buyer's approval, have the title insurance commit to insure against loss or damage that may be caused by such exceptions or encroachments. If the Village fails to have unpermitted exceptions waived or title insured over prior to the closing, Buyer may elect to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount as may reasonably be agreed by the parties. The Village shall furnish Buyer at closing an Affidavit of Title covering the date of the closing and shall sign any other customary forms required for the issuance of an ALTA Insurance Policy.

7. **Survey**. The Village shall have no obligation to provide the Developer with a survey. If a survey is required by the title company, it shall be the Developer's responsibility to provide such survey, at the Developer's sole cost.

8. **Deed.** The Village will convey or cause to be conveyed to the Buyer good and merchantable title to the real estate by recordable Warranty Deed subject only to: general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, applicable zoning and building laws, ordinances, restrictions and acts suffered or done by the Village and the Agreement.

9. **Possession.** At closing, the Village shall surrender the property devoid of tenants and free and clear of any leases.

10. **Seller Representations.** Village represents all leases and tenancies have been fully disclosed to the Buyer, that the Village has not received written notice from any other governmental body of (a) zoning, building, fire or health code violations that have not been corrected; (b) any pending rezoning; or (c) a proposed or confirmed special assessment and/or special service area affecting the real estate. The Village further represents it has no knowledge of boundary line disputes, easements or claims of easement not shown by the public records, any hazardous waste on the real estate or any improvements for which the required permits were not obtained.

11. **Maintenance of Property.** The property shall be maintained in the same condition as found on the date of the contract, normal wear and tear, excepted.

12. **Default.** Each Party shall be responsible for all damages, reasonable costs and expenses including attorney's fees due to the failure of said Party to comply with the terms of this contract. The Buyer shall be responsible for all damages, reasonable costs and expenses, including attorney's fees incurred by the Village, in excess of any earnest money retained by the Village due the failure of the Buyer to comply with the terms of this contract.

13. **Notice.** All notices shall be in compliance with the notice requirements set forth in the Agreement.

14. **Miscellaneous.**

a. Time is of the essence of this contract.

b. Each Party shall pay for all their respective county, state, and municipal transfer taxes if required by law.

c. All disputes related to the construction or enforcement of these terms and provisions shall be governed by the Agreement.

d. This contract has been executed on ______________________ (the contract date).

IN WITNESS WHEREOF, the parties have thereto set their hands on the date first above written.

THE VILLAGE OF MORTON GROVE

By: ________________________________
Janine Witko, Village President

ATTEST

By: ________________________________
Eileen Scanlon Harford, Village Clerk

8500 MG, LLC

By: ____________________________
Simon Berger, Managing Member

By: ________________________________
Its: ________________________________

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Exhibit F2

Mortgage Against Real Estate for Property Sale

Prepared by and after
recording return to:

Teresa Hoffman Liston
Corporation Counsel
Village of Morton Grove
6101 Capulina Avenue Morton Grove,
Illinois 60053
CCRD Box #_________

Record Against PINS:
10-19-204-020-0000
10-19-203-021-0000
10-19-203-022-0000
10-19-203-023-0000
10-19-203-025-0000
10-19-203-013-0000

MORTGAGE AGAINST REAL ESTATE

(Land Mortgage)

THIS MORTGAGE is made as of this ____day of _______________, 2026, by and between 8500 MG, LLC, an Illinois Limited Liability Company (the "Mortgagor") and the VILLAGE OF MORTON GROVE, ILLINOIS, an Illinois municipal corporation (the "Mortgagee").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Mortgagee certain real estate with common addresses of lands 8500-50 Lehigh Avenue and that portion of Chestnut Street abutting 8500-50 Lehigh, as drawn from the property line to the centerline of the vacated street, and all located in the Village of Morton Grove, County of Cook and State of Illinois, and legally described as set forth in **Attachment A** attached hereto and made a part hereof, together with the easements, improvements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits there from and all fixtures now or hereafter attached to or used in connection therewith, and all plumbing, heating, air conditioning, kitchen and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "Premises."

This Mortgage is given pursuant to the terms and conditions of An Economic Assistance and Tax Increment Allocation Financing Agreement by and between the Mortgagor and Mortgagee dated ______ __________, 2026 ("***Agreement***"), the terms of which are incorporated by reference into this Mortgage. The capitalized terms used in this Mortgage shall have the meanings given to those terms in the Agreement, unless otherwise defined herein. The Agreement comprises the agreement between the Mortgagor and Mortgagee regarding the finance, construction, and operation of a four-story mixed-use development with sixty (60) residential units and ground-floor commercial space (collectively the “Development”) located within the municipal limits of the Mortgagee.

This Mortgage is made and given by the Mortgagor in the amount of $1,500,000, which is due and payable in full, with interest, if the Mortgagor has not complied with the provisions of Section 7.A of the Agreement and (a) if the Mortgagor is in default under the Agreement or (b) certificates of occupancy are not issued on or before the second anniversary of the date of closing on sale of the Premises to the Mortgagor, provided that if the Mortgagor and/or Guarantors fulfill the obligations of the Developer under

Section 3 of the Agreement, no amounts shall become due and payable. For the purpose of further securing the payment of any and all sums, indebtedness as hereinafter referred to and all liabilities of any and every kind now or hereafter owing and to become due from Mortgagor to Mortgagee, whether direct, indirect, primary, secondary, fixed or contingent, and howsoever evidenced, and the performance of all covenants and agreements contained in the Agreement (all of which are hereinafter collectively referred to as the "Obligations"), and further to secure the prompt and faithful performance and observance by Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to the terms of this Mortgage and the Agreement.

Mortgagor further warrants, represents, covenants, and agrees as follows:

1. Paydown. To pay or cause to be forgiven the sum of $1,500,000 via the terms of the Agreement.

2. Warranties. Mortgagor warrants and represents that (a) Mortgagor holds good and marketable record title to the Premises in fee simple, free and clear of all liens and encumbrances other than the Construction Financing (the "Superior Lien(s)"), (b) Mortgagor has the full right, power and authority to execute and deliver this Mortgage to Mortgagee, and (c) this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms and the Agreement.

3. Superior Liens. Mortgagor will pay, or cause to be paid, when due, all taxes, assessments, and other similar charges levied upon or with respect to the Premises before the same become delinquent and, upon request, deliver to Mortgagee satisfactory evidence of such payment. Mortgagor shall fulfill on a timely basis all of its obligations under any Superior Lien(s).

4. Insurance. Mortgagor will cause all buildings, improvements, and other insurable parts of the Premises to be insured, up to the full current value thereof, against loss or damage by fire, windstorm, and other such hazards under what is commonly known as an "all risk" policy of casualty insurance, and Mortgagor shall cause all premiums on such insurance to be paid when due. Each such policy shall contain a standard mortgagee loss payable clause naming Mortgagee as an insured and provide that proceeds shall be payable to Mortgagee to the extent of its interest at the time of the loss. Each such policy shall also provide that it may not be amended, modified, cancelled, or terminated for any reason except upon thirty (30) days' written notice to Mortgagee. Mortgagee shall have the right to demand, and Mortgagor shall have the duty to provide Mortgagee with a true and accurate copy of any and all said policies upon the written request of Mortgagee.

5. Maintenance and Repair. Mortgagor will maintain the Premises in good condition and repair; will not commit or suffer any waste thereon; will cause to be complied with all laws, ordinances, regulations or requirements of any governmental authority applicable to the Premises; will promptly repair, restore, replace, or rebuild any part of the Premises which is damaged or destroyed by any casualty; and will promptly pay when due all charges for utilities and other services to the Premises.

6. Mortgagee's Right to Perform. If Mortgagor shall default in the payment of the aforesaid taxes, assessments, or other similar charges or in procuring and maintaining the aforesaid insurance or in the performance of any other obligation of Mortgagor hereunder, such as Mortgagor's obligation to keep in good standing any Superior Lien(s), and its obligation to keep the Premises in good condition and repair, then Mortgagee shall have the right, but shall have no obligation, to pay such taxes, assessments, mortgage payments, or other similar charges, or procure and maintain such insurance, or cause such other obligation to be performed, and all sums expended by Mortgagee in connection therewith, shall become part of the Obligations, payable by Mortgagor to Mortgagee upon demand, together with interest at the highest permitted legal rate.

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7. Condemnation. If all or part of the Premises is taken, whether temporarily or permanently, under power of eminent domain or by condemnation, Mortgagee shall have the right to share in the proceeds to the extent of its interest at the time of taking.

8. Events of Default. Upon the occurrence of any of the following events of default and as set forth in Section 7.A of the Agreement, all of the outstanding principal balance of the Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand:

a. If default occurs in the payment or performance when due of all or any portion of the obligation to repay the amounts as secured by this Mortgage;

b. If Mortgagor is in Default under the terms of the Agreement;

c. If Mortgagor shall default in the due performance or observance of any covenant or obligation of Mortgagor under this Mortgage, or under the Agreement or if default shall occur under the terms of any document or instrument evidencing or securing any of the Superior Lien(s);

d. If any warranty or representation made by Mortgagor to Mortgagee in this Mortgage or in any other document given in connection with the Obligations shall be false or inaccurate in any material respect;

e. If a voluntary or involuntary proceeding in receivership or insolvency shall be commenced by or against Mortgagor;

f. If Mortgagor, with or without the prior written consent of Mortgagee, shall sell, convey, or transfer, refinance or grant or permit additional liens or mortgages upon the Premises (except the Superior Lien(s)) or any interest therein or any rents or profits therefrom or shall cause or suffer any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Premises or any interest therein shall be transferred by operation of law, or if any interest or part thereof in the Mortgagor (or successor in interest to Mortgagor) is transferred including, but not limited to, a sale or transfer of any interest in the Mortgagor between the owners of any interest in the Mortgagor.

9. Remedies. Mortgagee shall have all rights and remedies provided for in this Mortgage and otherwise permitted by law. In addition, upon occurrence of a default under the terms of this Mortgage, Mortgagee shall have the right, and is authorized:

a. To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided, that Mortgagee shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagee may become entitled hereunder, nor shall Mortgagee be liable for any of the Mortgagor obligations under any such lease, land contract, or other agreement;

b. To obtain or update abstracts of title, title searches, title insurance environmental reports, audits and investigations and with respect to the Premises and all sums expended therefor shall be part of the Obligations;

c. To foreclose this mortgage by action pursuant to applicable law; and

d. To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Obligations in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with 735 ILCS 5/15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor.

All rights and remedies of Mortgagee under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law.

10. <u>One Parcel.</u> That in case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Premises shall be sold in one parcel and as an entirety or as the Mortgagee in its sole discretion may elect.

11. <u>Waivers.</u> Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.

12. <u>Indemnification.</u> Mortgagor agrees to fully and unconditionally indemnify, defend and hold harmless Mortgagee from and against any judgments, losses, recapture, liabilities, damages (including consequential damages), costs, expenses of whatever kind or nature including without limitation attorneys' fees and other professional fees and expenses incurred by Mortgagee that may arise in any manner out of actions or omissions resulting from the breach or falsity of any of Mortgagor's representations and warranties set forth in Section 2 below or otherwise resulting from the presence of Hazardous Materials on the Premises.

13. <u>Notices.</u> All notices to Mortgagor and to Mortgagee shall be in compliance with the notice provisions of the Agreement.

14. <u>Miscellaneous.</u> The covenants contained herein shall be binding upon and inure to the benefit of Mortgagor and Mortgagor's successors in interest heirs, executors, administrators and personal representatives and Mortgagee and its successors and assigns. Whenever used herein, unless the context otherwise requires, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. The headings to the various paragraphs hereof have been inserted for convenient references only and shall to no extent have the effect of amending or changing the expressed provisions of this Mortgage,

15. <u>Severability.</u> Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

16. <u>Assumption of Mortgage.</u> Should the Mortgagor, with the prior written consent of Mortgagee, sell, convey, or transfer, refinance or grant or permit additional liens or mortgages upon the Premises (except the Superior Lien(s)) or any interest therein or any rents or profits therefrom or shall cause or suffer any writ of attachment, garnishment, execution, or other legal process to be placed upon the Premises or any interest therein or any rents or profits therefrom, except in favor of Mortgagee, or if any part of the Premises or any

interest therein shall be transferred by operation of law, or if any interest or part thereof in the Mortgagor (or successor in interest to Mortgagor) is transferred including but not limited to a sale or transfer of any interest in the Mortgagor between the owners of any interest in the Mortgagor, the recipient of said interest or part of interest shall assume this Mortgage and shall be subject to its terms and the terms of the Settlement Agreement.

17. Fixture Filing. The Mortgage constitutes a security agreement and shall be effective as a financing statement filed as a fixture filing as provided in the Illinois Uniform Commercial Code as to the goods described in this Mortgage by item and type and all goods which are or may become fixtures related to the Premises described in this Mortgage.

18. Additional Provisions.

a. All obligations, covenants, warranties, representations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure or deed given in lieu thereof, or any other exercise by the Mortgagee of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagee.

b. That if the Mortgagor consists of more than one person such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein. If the Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.

c. Mortgagee is authorized from time to time and without notice to or consent by Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagee may see fit, with regard to any of the Obligations as to which Mortgagor is not the obligor or with regard to any security for the Obligations that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.

d. Mortgagor at the request of Mortgagee shall cause the Premises to be appraised or re-appraised to determine its value. Mortgagor shall pay all costs and fees of such appraisals or re-appraisals.

e. If Mortgagee shall incur or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any Obligations secured by this Mortgage, or for any title examination or title policy relating to title to the Premises, or for any appraisal or re-appraisal of the Premises, or for environmental audits or reports, all such sums shall on notice and demand be paid by Mortgagor, together with interest thereon at the default rate described in the Note and shall be a lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

f. Mortgagor agrees not to set up or claim the benefit of homestead, courtesy or dower laws, or any exemption or insolvency laws against any claim of Mortgagee, for any sum of money which may become due and payable to it, under the covenants and agreements of the Note or any of the Obligations, or of this Mortgage, or any other instrument securing same, or against the securing of execution of any judgment sought thereon, all of said rights and exemptions being expressly waived.

THE UNDERSIGNED AND MORTGAGEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS MORTGAGE OR THE OBLIGATIONS.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

8500 MG, LLC,

an Illinois Limited Liability Company

By:______________________________

Name: Simon Berger

Its: Managing Member

COUNTY OF COOK)

) SS

STATE OF ILLINOIS)

The foregoing instrument was acknowledged before me on _____________________, 2026, by the authorized representative of 8500 MG, LLC, an Illinois limited liability company.

By: _____________________________

Notary Public

My commission expires:_____________

Notary Stamp:

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Exhibit F2

Promissory Note for Property Sale

Promissory Note

$1,500,000 ______________, 2026
Morton Grove, Illinois

FOR VALUE RECEIVED, the undersigned, **8500 MG, LLC**, an Illinois limited liability company ("***Borrower***") promises to pay to the order of the **VILLAGE OF MORTON GROVE**, an Illinois municipal corporation, whose mailing address is 6101 Capulina Avenue, Morton Grove, Illinois 60053 ("***Lender***"), the principal sum of $1,500,000, with interest at the rate of seven percent (7%) per annum, payable at the time or times, in the manner and upon the terms and conditions provided in this Note.

1. **Payments And Repayments Under Note.**

   a. This Note is made pursuant to the terms and conditions of An Economic Assistance and Tax Increment Allocation Financing Development Agreement by and between the Borrower and Lender dated ________ (the "***Agreement***"), which said Agreement comprises the agreement between the Borrower and Lender regarding the finance and construction of a 60-unit mixed-use development ("Development") to be located within the municipal limits of the Lender. The terms of the Agreement are incorporated by reference into this Note. The capitalized terms used in this Mortgage shall have the meanings given to those terms in the Agreement, unless otherwise defined herein.

   b. Pursuant to the terms of the Agreement, the Lender shall convey fee simple title of the Village Property (a/k/a 8500-50 Lehigh Avenue and the adjacent vacated portion of Chestnut Street) to the Borrower at closing in lieu of making payments to Borrower (collectively, the "Payments") in the aggregate amount of $1,500,000, and in further consideration of the Borrower executing this Note and agreeing to repay the Note, subject to the provisions of this Note and the Agreement. The Payments shall be evidenced by and shall be payable in accordance with the terms of this Note and the Agreement. The provisions of this Note notwithstanding, the repayment obligation and liabilities of the Borrower as evidenced by this Note shall be immediately due and payable by the Borrower to the Lender if: (a) the Borrower is in default under the Agreement or (b) certificates of occupancy are not issued on or before the second anniversary of the date of closing on sale of the Village Property (collectively, an "Event of Default"). However, no principal or interest shall be due and owing from the Borrower to the Lender, provided that the Borrower and Guarantors fulfill the obligations of the Developer as provided in the Agreement.

2. **MORTGAGE.** This Note is secured without limitation as provided in that certain mortgage dated as of an even date herewith, executed by the Borrower for the benefit of Lender (as amended, modified, renewed, restated or replaced from time to time, the "Mortgage").

3. **MAKING OF PAYMENTS AND REPAYMENTS.** All payments by either party are payable in lawful money of the United States of America at 6101 Capulina Avenue, Morton Grove, Illinois 60053, or at such other place and in such manner as the holder of this Note may specify by notice to Borrower.

4. **MISCELLANEOUS.**

   a. Borrower and all other parties liable hereon, whether as principal, endorser or otherwise, severally waive presentment, demand for payment, notice of intention to accelerate, notice of acceleration, protest, and notice of dishonor and waive recourse to suretyship defenses generally, including extensions of time, release of security or other indulgences that may be granted by Lender to Borrower or any other party liable hereon, and also agree to pay all Collection Expenses.

b. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by Lender. The acceptance by Lender of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of Lender to (i) declare an Event of Default for failure to make prompt payment, unless waived in writing by Lender, or (ii) require prompt payment when due of all other sums payable hereunder.

c. This Note may not be changed, modified, or terminated except in writing signed by Lender and Borrower.

d. This Note and the rights and duties of the parties hereunder shall be governed for all purposes by the laws of the State of Illinois and the laws of the United States applicable to transactions within such State.

e. This Note shall be the joint and several obligation of all makers, endorsers, guarantors and sureties, and shall be binding upon them and their respective successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Notwithstanding anything herein to the contrary, Borrower may not assign or otherwise transfer its rights or obligations under this Note without the prior written consent of Lender. (The term "Lender" shall mean the holder of this Note at the time in question.)

f. It is expressly agreed that time is of the essence with respect to this Note.

g. Upon occurrence of an Event of Default hereunder, Borrower shall have the obligation to reimburse Lender for all reasonable, related "Collection Expenses" incurred by Lender as a result of an Event of Default, including, but not limited to, all travel costs, third party appraisal fees, environmental report preparation and testing fees, architectural and engineering expenses and legal fees and expenses.

h. Except as otherwise expressly provided herein, any notice required or desired to be given hereunder shall be in writing, and shall be deemed to have been given (i) three (3) Business Days after deposit in the United States mails, with proper postage prepaid, (ii) one (1) Business Day after deposited with a reputable overnight courier with all charges prepaid, or (iii) when delivered, if hand- delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address set forth herein.

FOR AND IN CONSIDERATION OF THE AGREEMENT, BORROWER, BEING AN EXPERIENCED PARTICIPANT IN SOPHISTICATED DEVELOPMENT VENTURES, AND HAVING CONSULTED WITH COUNSEL OF ITS CHOOSING, WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING (I) BROUGHT BY BORROWER, LENDER OR ANY OTHER PERSON RELATING TO THIS NOTE, THE GUARANTEE OR ANY ASSIGNMENT, OR (II) TO WHICH LENDER IS A PARTY. BORROWER AGREES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY, AND BORROWER APPOINTS LENDER ITS TRUE AND LAWFUL ATTORNEY-IN-FACT, HOWEVER, SAID APPOINTMENT IS LIMITED SOLELY TO ACTS RELATED TO THE JURY WAIVER WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND BORROWER AUTHORIZES AND EMPOWERS LENDER, IN THE NAME, PLACE AND STEAD OF BORROWER, TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS A STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY. BORROWER ACKNOWLEDGES THAT ITS WAIVER OF TRIAL BY JURY HAS BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AS PART OF A BARGAINED FOR LOAN TRANSACTION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Note has been executed by the Parties as noted below with the date of the Note shown on Page 1 above being the date that the Village President signed this Note.

BORROWER:

8500 MG, LLC, an Illinois limited liability company

By: ______________________________
Name: Simon Berger
Its: Managing Member

Date: ________________________________

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

The foregoing instrument was acknowledged before me on ___________________________________, 2026, by the authorized representative of 8500 MG, LLC, an Illinois limited liability company.

By: _______________________________________

Notary Public

My commission expires:________________

Notary Stamp:

Agreed and accepted by the Lender as of the date that this Note was signed by the Village President below.

LENDER:

VILLAGE OF MORTON GROVE, an Illinois municipal corporation

By: ________________________________
Name: Janine Witko
Its: Village President

Date: _________________________________

Attest:

By: _______________________________
Name: Eileen Scanlon Harford
Its: Village Clerk

Date: _______________________________

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Exhibit G1

Promissory Note for Third Cash Assistance Payment

To be provided by Village

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Exhibit G2

Mortgage Against Real Estate for Third Cash Assistance Payment

To be provided by Village

Exhibit H

Performance Guarantee

Development Performance Bond

Bond No. _______________ ("Bond")

KNOW ALL PERSONS BY THESE PRESENTS, that we, 8500 MG LLC, the Principal and Primary Obligor, and **[Surety Entity]**, an [STATE] corporation, the Surety and Secondary Obligor, are held and firmly bound unto The Village of Morton Grove, Illinois, called the Obligee, in the sum of _________________ ($___________) for the payment thereof, and said Principal and Surety bind themselves as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit for its ___________________ development in Morton Grove, IL, called the Development, the Principal has entered into an Economic Assistance and Tax Increment Allocation Financing Development Agreement by and between the Village of Morton Grove, Illinois, and 8500 MG, LLC, an Illinois Limited Liability Company with the Obligee, called the Contract, which requires the Principal make certain improvements to the land, called the Improvements, as more particularly set forth in [**Engineering Firm**]'s Engineer's Opinion of Probable Construction dated _________________.

NOW, THEREFORE, the condition of this Bond is such that if the Principal shall construct the Improvements described in the Contract, then this Bond shall be void, otherwise to remain in full force and effect. This Bond is subject to the following conditions:

1. This Bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this Bond. No claim shall be allowed against this Bond after the expiration of one year from the successful completion and acceptance of the improvements.

2. This Bond is not a forfeiture obligation and in no event shall the Surety's liability exceed the reasonable cost of completing the Improvements not completed by the Principal, or the sum of the Bond, whichever is less.

3. The Bond shall have an expiration date not less than two (2) years or three (3) months beyond the date specified in an approved subdivision or development agreement.

4. Not less than thirty (30) days prior to the expiration of this Bond, the Village Engineer shall be given written notice by means of certified or registered mail, indicating that this Bond is to expire.

5. Failure of the Principal to install the Improvements prior to the scheduled completion date, as specified Contract, shall be considered a default by the Principal and the issuing institution.

Signed this _____ day of _______________ 2026.

8500 MG LLC

By:________________________________

[**Surety Entity**]

By:________________________________

Bernard Citron, Attorney-in-Fact

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Exhibit I

Construction Schedule

To be provided by Developer

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Exhibit J

Tax Increment Eligible Expenses & Project Budget

PRELIMINARY CONSTRUCTION BUDGET					
Hard Costs			**TIF-Eligible Costs**		**TIF-Eligible Costs Alllocation**
Item		Total		Total	
Engineering & Surveying	$	35,150	$	35,150	100.0%
Demolition/Site Preparation	$	389,478	$	389,478	100.0%
Erosion Control Measurer	$	22,379	$	22,379	100.0%
Earthwork	$	945,982	$	945,982	100.0%
On-site Paving	$	631,367	$	631,367	100.0%
Dry Utilities and Street Lights	$	722,523	$	722,523	100.0%
Landscaping	$	307,706	$	307,706	100.0%
Sanitary Sewer	$	107,747	$	107,747	100.0%
Watermain	$	76,211	$	76,211	100.0%
Storm Sewer	$	431,674	$	431,674	100.0%
Hard Cost - Vertical	$	11,974,881	$	-	0.0%
Hard Cost Contigency	$	496,017	$	205,621	41.5%
General Conditions/General Requirements/Insurance	$	1,283,219	$	531,950	41.5%
General Contractor Fee	$	871,217	$	361,158	41.5%
Preconstruction Services Fee	$	100,000	$	41,454	41.5%
Other	$	-	$	-	0.0%
Subtotal	**$**	**18,395,551**	**$**	**4,810,400**	
Soft Costs			**TIF-Eligible Costs**		**TIF-Eligible Costs Alllocation**
Item		Total		Total	
Capitalized Real Estate Taxes	$	170,705	$	170,705	100.0%
Capitalized Insurance	$	35,000	$	14,509	41.5%
Capitalized Marketing	$	43,213	$	43,213	100.0%
Financing/Closing Costs	$	270,000	$	270,000	100.0%
FF&E	$	481,250	$	-	0.0%
Developer Fee	$	551,867	$	228,773	41.5%
A/E Design Subtotal	$	290,000	$	290,000	100.0%
Third Party Consultants	$	201,000	$	201,000	100.0%
Specialty Engineering & Testing	$	57,994	$	57,994	100.0%
Crown Castle Utility Relocation	$	75,000	$	75,000	100.0%
Municipal Permits & Fees	$	100,000	$	41,454	41.5%
Site Utilities & Impact/Tap Fees	$	-	$	-	100.0%
Legal	$	60,000	$	60,000	100.0%
Travel	$	30,000	$	12,436	41.5%
Inclusrionary Housing Buy-out	$	160,000	$	-	0.0%
Other	$	-			
Subtotal	**$**	**2,526,029**	**$**	**1,465,084**	
Total Construction Budget			**Total TIF-Eligible Budget**		**TIF-Eligible Costs Alllocation**
Item		Total		Total	
Contingency	$	627,647	$	260,187	41.5%
Total Construction/TIF-Eligible Costs Budget	**$**	**21,549,227**	**$**	**6,535,672**	