



**CITY OF PALOS HEIGHTS  
FINANCE COMMITTEE MEETING  
Tuesday, January 13, 2026  
6:30 P.M.**

**AGENDA**

1. Roll Call
2. Special Finance Committee Meeting Minutes 12/1/25
3. Finance Committee Meeting Minutes 12/9/25
4. Morris Bills
5. Approval of Thomas Brown Bills
6. Approval of Laner Muchin Bill
7. Approval of Hiskes Dillner Bill
8. Palos Heights Library Tax Distribution (loan)
9. Sanna Bin Hussien Sign Grant Application #2
10. Carras Corporation Business Improvement Grant Application
11. Engagement contract with Miller Canfield related to the Jewel redevelopment agreement
12. MKSK Trinity College Vision Plan
13. Landmark Property Management – 12313 S. 71<sup>st</sup> Court
14. Old Business
15. New Business
16. Questions or comments from the audience
17. Adjournment



City of Palos Heights  
Finance Committee Special Meeting  
Monday, December 1, 2025  
9:30 a.m.  
MINUTES

### **CALL TO ORDER**

Chairman McGrogan called the Finance Committee Special Meeting to order at 9:31 a.m. In attendance were Chairman McGrogan, Alderman Brennan via Zoom, Alderman Scully via Zoom. Alderman Key was absent.

Also present were City Treasurer Jim Daemicke via Zoom, City Administrator Adam Jasinski, Director of Palos Heights Parks and Recreation Matthew Fairbanks, Director of Lake Katherine Gareth Blakesley, Building Commissioner Frank Giordano, Assistant City Administrator/Community Development Coordinator Aimee Ingalls, Police Chief Mike Yott, Director of Accounting Jan Colvin, Human Resource Manager Charlotte Moore and recording secretary Jan Tomaszewski. Mayor Straz and Alderman Clifford entered the meeting at 9:44 a.m.

### **DRAFT 2026 BUDGET DISCUSSION**

This meeting was called to give the Committee a better understanding of what goes into the budget for the coming year and allow for any questions or concerns. This draft also includes the five-year capital improvement plan.

City Administrator Jasinski reported that we now have the full operational and capital improvement budget for review, questions and comments.

Overall revenues and expenditures represent an approximate 4% increase from the 2025 budget.

**Health Insurance.** Alderman Scully led a lengthy discussion on the Health Insurance line item and posed several questions regarding same. City Administrator Jasinski explained that this amount is significantly affected due to ongoing police and public works negotiations. The goal is to be able to negotiate health insurance costs going forward, not just at contract renewal.

**Various Line Items.** City Administrator Jasinski reviewed additional line items including the Building Department, Channel PHTV4 and the Casino revenues. The Casino revenues will be applied to the costs of repairing the gazebo.

**Gateway TIF Fund.** Assistant City Administrator Ingalls reported on the Gateway TIF Fund. The most significant increase is to legal fees as we try to work on the expansion of this TIF.

**127<sup>th</sup> & Harlem TIF Fund.** Finance Director Colvin explained that the City believes that Jewel has defaulted on their agreement regarding the 127<sup>th</sup> Street TIF by appealing their assessments. Legal fees will be increased to see if we can recoup the money that we lost.

**Motor Fuel Tax.** City Administrator Jasinski reported that the Motor Fuel Tax Program will hold \$500,000.00 for the Roads Program and \$40,000.00 for salt purchases. The City will also utilize \$300,000.00 from the Vehicle Sticker Fund in order to complete \$800,000.00 of road improvements this year which is in line with the results of the Pavement Assessment Study.

**Social Security Fund and IMRF Fund.** Director Colvin explained that the Social Security Fund includes the City's portion of the FICA and Medicare taxes. The increase is based on the salary adjustments. The IMRF Fund has also slightly increased due to salary adjustments.

**Harlem Avenue Business District.** City Administrator Jasinski explained that these funds will be utilized to resurface the municipal parking lot or used toward new parking lots.

**Legal Fees and Professional Services.** Chairman McGrogan inquired as to whether we will need the \$200,000.00 amount. City Administrator Jasinski reported that those numbers were projected anticipating fees incurred relating to the development plan.

**Special Recreation Accessibility Fund.** Director Fairbanks reported that the increase is based off of the taxes.

**DUI Enforcement Fund and Drug Asset Forfeiture Fund.** Director Colvin explained that so far, we have been able to provide squad cars with these funds. Those revenues are dropping off and in the future, we are probably going to have to take those expenses out of our capital budget. Involvement of additional task forces and the use of crypto currency are the main reasons for the decline in revenue.

**Vehicle Sticker Fund.** City Administrator Jasinski reported that we typically collect \$140,000.00/year. We have a balance of \$530,000.00. We will invest \$300,000.00 in roads and street maintenance. This amount will also include our engineering costs. We will maintain approximately \$250,000.00 in that account.

**Recreation GO Bond Funds.** Director Colvin reported that this is the bond payment for the Recreation renovation which should be paid off in ten years.

**Water & Sewer Capital Funds.** City Administrator Jasinski explained that after all estimated projects are done, we will carry approximately \$1.5M in that account.

We received a significant increase for water from Alsip. We are looking to increase our collection fees by 3.5% to make sure we are covered, including our increases as well. Alsip's increase was close to 8%. This was due to their rising operational costs and the rising costs from the City of Chicago.

**Metra.** City Administrator Jasinski reported that we are not collecting as much revenue as in the past. We are looking to replace lights in the lot and utilize our resources to replace those lights. The lot is at about one-third capacity of what it was pre-COVID. Public Works is utilizing the North end of the lot.

**Five-Year CIP.** City Administrator Jasinski reported:

Watermain at 127<sup>th</sup> & Rte. 83 (Alsip project). This project was completed several years ago, but we are carrying over that dollar amount because we are required to pay the additional 50% back to Alsip when that project is fully closed out with IDOT.

**New Tank Rehabilitation.** \$800,000.00 is projected to be spent this year. We will try to carry over \$1M into next year in order to complete this tank which is currently under construction on the hospital's site.

Once the new tank is in place, we will rehab the existing 2M gallon tank. We need to inspect it, put it out to bid and require some funds available to begin rehabilitation by the end of 2026.

**Water System Improvements.** Costs are projected further out. We need to keep those funds available.

**Austin Avenue Watermain Replacement.** This is unincorporated Palos Heights. We are looking to replace that watermain as soon as funds become available.

**Rte. 83 and Navajo Creek Watermain Replacement.** We received funding from Southwest Conference of Mayors. That is our 20% placeholder.

**Miscellaneous Replacement of Valves.** This is for the miscellaneous valves that go bad and require replacement throughout the year.

**Kiowa Lane Watermain Replacement.** Replace watermain as it has had four breaks already.

**Meter Replacement Program.** Program is complete. \$20,000.00 is a placeholder in case any issues with our meters or billing occurs.

**EPA.** We received funding through a low-interest loan on 131<sup>st</sup> that is completed. This is just a mechanism to pay those loans back.

**Sewer Lining Project.** This project was pushed back until next year. \$500,000.00 for lining and \$400,000.00 for manhole rehab has already been contracted to do so.

**SWHY Lift Station** is currently being sent out for permitting. Design is done.

**Pump Station Engineering.** Includes oversight hospital engineering and connection. We are looking to obtain a grant to connect to the Oak Lawn water system just in case of an emergency and potentially as a full-time basis if the numbers work out. We need to start engineering for that connection.

**Sanitary Sewer Rehab.** This is the construction oversight.

**Water Replacement Engineering.** Kiowa and Austin Avenue watermain replacement and also the hospital 2M gallon tank and 300,000-gallon tank engineering costs as well.

We do not anticipate purchasing any water vehicles this year.

Our capital expenditures for water CIP is \$4.6M.

**Roadways.** \$800,000.00 for roadways; \$15,000.00 for bike paths; and a \$25,000.00 sidewalk program.

#### **Municipal Grounds & Properties.**

\$100,000.00 for City Hall remodeling. This gets approved at the Municipal Grounds Committee in regards to electrical replacement.

**Additional Signs for the City.** \$40,000.00 placeholder once our business development plan is in place, we will place additional signage per the consultant's recommendations.

**Gazebo Repair.** These funds will come from the Casino Fund.

**Municipal Parking Lot.** Resurface existing parking lot and potentially pave any new parking lots.

**Metra Lighting.** \$30,000.00.

**Capital Equipment and Vehicles.** This amount includes a passenger vehicle for the Rec Department.

**Lake Katherine Parking Lot Engineering.** This is for the Lake Katherine turnaround in the back.

**City Hall Architect.** We will need somebody to redesign the electrical system at City Hall.

**SWHY Retaining Wall.** Retaining wall is shifting and requires repair. We will need funds from the Federal Government in order to make that repair.

**Menomonee Culvert Engineering.** Complete the engineering and figure out a way to have that project funded.

**Urban Tree Plan.** Haven't done a tree inventory in the City in over ten years. We need to assess the health of all the trees in the City and come up with a new plan.

**Westgate Storm Sewer Engineering.** Identify which storm sewers need to be replaced.

**Sidewalk Engineering.** This is what Morris Engineering is currently contracted to work on the design to obtain funding from the Southwest Conference of Mayors. Same goes for 76<sup>th</sup> Avenue Resurfacing.

#### **Public Safety.**

**Bodycam and Cloud Storage.** Projected at \$77,000.00.

**Station Maintenance Improvement.** \$40,000.00.

**Squad Cars.** \$280,000.00. These funds are still coming out of the Asset Forfeiture Fund.

**Flock Traffic Safety Cameras.** \$30,000.00.

#### **Parks & Recreation.**

**Pool Liner.** This was discussed at the Recreation Committee. \$325,000.00.

**Pool Phase II Engineering.** \$150,000.00.

**Orchard Park Barn Replacement.** \$200,000.00.

Chairman McGrogan raised the possibility of raising pool fees to residents. Director Fairbanks explained that we incrementally do cost increases and are already at the higher in compared to the surrounding areas.

Alderman Scully asked if there had any progress on the charging of credit card processing fees back to the residents. City Administrator Jasinski reported that is a goal for 2026.

#### **Lake Katherine.**

**Lake Katherine HVAC.** City Administrator Jasinski reported that we are looking for a better way to cool the large clubhouse. We are moving this project to 2027 to come up with a better game plan.

**Lake Katherine Secondary Parking Lot Exit.** This is right by Tiffany Square. We already graded that site, so we just need the necessary easements from Culver's to allow access.

**Building Department.** Looking to bring in new software next year.

Overall capital improvements costs are \$8.4M. That amount includes water/sewer budget as well.

City Administrator Jasinski reported that just today we received a \$200,000.00 grant for the automated meter reading system. This will finally enable the residents to be notified, if they sign-up, if there is a change in their water usage.

Notice for a Public Hearing will be posted for the tax levy at 6:30 p.m. and the budget at 6:45 p.m. on Tuesday, December 16<sup>th</sup> right before the Council Meeting.

**OLD BUSINESS**

None.

**NEW BUSINESS**

None.

**PUBLIC COMMENT**

None.

**ADJOURNMENT**

There being no further business, Chairman McGrogan made a motion to adjourn, seconded by Alderman Brennan. All in favor.

Meeting adjourned at 10:34 a.m.

Respectfully submitted,

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Jan Tomaszewski



City of Palos Heights  
Finance Committee Meeting  
Tuesday, December 9, 2025  
6:30 p.m.  
MINUTES

**CALL TO ORDER**

Alderman Key called the Finance Committee meeting to order at 6:31 p.m. In attendance were Alderman Key, Alderman Scully and Alderman Brennan. Also present was Treasurer Jim Daemicke, City Administrator Adam Jasinski, Assistant City Administrator Aimee Ingalls, Director of Accounting Jan Colvin, Chief of Police Mike Yott, Attorney Marron Maroney, Recording Secretary Morgan Pukula and 2 guests.

**APPROVAL OF MEETING MINUTES**

Alderman Key motioned to approve the special finance committee meeting minutes from November 12, 2025, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

**APPROVAL OF THOMAS BROWN BILLS**

Alderman Key motioned to approve the Thomas Brown bills in the amount of \$1,925.00 seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

**APPROVAL OF LANER MUCHIN BILLS**

Alderman Key motioned to approve the Laner Muchin bills in the amount of \$1,291.67 seconded by Alderman Scully.

**APPROVAL OF HISKES & DILLNER BILLS**

Alderman Key motioned to approve the Hiskes & Dillner bills in the amount of \$5,000.00, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

**FUND BALANCE TRANSFER**

Alderman Key motioned to transfer \$2,396,225.00 from the general fund into the capital improvement fund, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

Alderman Key motioned to transfer \$2,722,172.00 from the water and sewer fund to the water and sewer capitol projects fund, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

**NORAL JEWELERS FAÇADE GRANT APPLICATION**

Alderman Key motioned to approve the grant amount, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

**SANNA BIN HUSSIEN SIGN GRANT APPLICATION**

Alderman Key motioned to approve the grant amount, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

**CARRAS CORPORATION BUSINESS IMPROVEMENT GRANT APPLICATION**

City Administrator Adam Jasinski read a statement from Building Commissioner Frank Giordano. From 2021-2025, there have been approximately 6 correspondences regarding the parking lots. This number does not include the number of times the building department has been called out there due to complaints received. It should be noted that approximately 250 working hours have been consumed by this project. As of October 2025, the parking lots have been resurfaced and are in compliance.

Carras was issued a court date for non-compliance and a \$500 fine over the 4 years. Staff recommended that the city approve only the \$10,000 considering it took 4 years for Carras Cooperation to repair the parking lots. Alderman Scully motioned to table the application for further review of the language of the commitment, seconded by Alderman Brennan. On a voice vote, the motion passed unanimously.

#### **GATEWAY TIF EXTENSION**

Assistant City Administrator Aimee Ingalls discussed extending the TIF another 12 years. The City will request that the taxing bodies write letters of support to bring to legislation in order to approve. Treasurer Daemicke asked if we would need full support of all the taxing bodies, to which it was mentioned, no. The recommendations were to speak to the larger taxing bodies at first.

All aldermen were in agreeance.

Alderman Key motioned to approve the extension of the Gateway TIF, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

#### **TRINITY COLLEGE VISION PLAN**

City Administrator Jasinski stated that the City does not own or control any of the College's parcels. Trinity is not looking for additional investors to restart the College. It was mentioned that they have interviewed real estate agents, and made a selection on a real estate group to try and understand the process behind selling their parcels.

The City is looking to be proactive with what we want to see this land become. The recommendation was to have MKSK create a conceptual design plan based on their expertise. The cost of this would be \$6,950.00.

Alderman Key motioned to approve MKSK professional design services to create a plan for the possibilities the Trinity College parcels could be, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

#### **EXECUTIVE SESSION – UNION NEGOTIATIONS**

At 6:54 p.m. Alderman Key motioned to go into executive session for the purpose of discussing collective bargaining matters, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

At 7:08 p.m. the Finance committee meeting reconvened into regular session.

Alderman Key motioned to approve the agreed upon police contract with the stipulation that the officers ratify the contract as well, seconded by Alderman Scully. On a voice vote, the motion passed unanimously.

#### **OLD BUSINESS**

None.

#### **NEW BUSINESS**

None.

#### **PUBLIC COMMENT**

None.

#### **ADJOURNMENT**

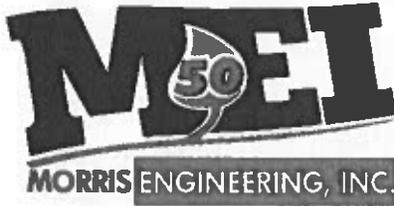
There being no further business, Alderman Key made a motion to adjourn, seconded by Alderman Brennan. All in favor.

Meeting adjourned at 7:09 p.m.

Respectfully submitted,

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Morgan Pukula, Recording Secretary



515 Warrenville Rd, Lisle, Illinois 60532  
Tel. (630) 271-0770 Fax (630) 271-0774

**CITY OF PALOS HEIGHTS  
SUMMARY BREAKDOWN**

**FINANCE COMMITTEE**

January 7, 2026

| <b>Job #</b> | <b>Description</b>                     | <b>Invoice #</b> | <b>Invoice Amount</b> |
|--------------|--|------------------|-----------------------|
| 25-PH-4000   | 2025 Building Dept. General Consulting | 25-10920         | 2,592.00              |
| 25-PH-4013   | Culvers PUD Submittal                  | 25-10921         | 543.00                |
|              |  |                  | <hr/>                 |
|              |  |                  | <b>\$3,135.00</b>     |

OK  
OK



**Morris Engineering, Inc.**

515 Warrenville Rd  
Lisle, IL 60532, United States  
Tel: 630-271-0770 Fax: 630-271-0774  
info@ecivil.com  
www.ecivil.com

Palos Heights Finance Comm  
7607 College Drive  
Palos Heights, IL 60463

**INVOICE**

INVOICE DATE: 1/7/2026  
INVOICE NO: 26-10920  
BILLING THROUGH: 1/4/2026

**25-PH-4000 | 2025 Building Dept. General Consulting**

Managed By: AURIMAS SPUCYS

Billing Period: 11/07/25 - 01/04/26

Billing For:  
Building Dept. Plan Reviews

**PROFESSIONAL SERVICES**

| TITLE                  | HOURS        | RATE                           | AMOUNT            |
|------------------------|--------------|--------------------------------|-------------------|
| Senior Project Manager | 16.00        | \$162.00                       | \$2,592.00        |
| <b>TOTAL SERVICES</b>  | <b>16.00</b> |                                | <b>\$2,592.00</b> |
|                        |              | <b>SUBTOTAL</b>                | <b>\$2,592.00</b> |
|                        |              | <b>AMOUNT DUE THIS INVOICE</b> | <b>\$2,592.00</b> |

This invoice is due on 1/22/2026

Thank you for your business!



**Morris Engineering, Inc.**

515 Warrenville Rd  
Lisle, IL 60532, United States  
Tel: 630-271-0770 Fax: 630-271-0774  
info@ecivil.com  
www.ecivil.com

**INVOICE**

INVOICE DATE: 1/7/2026  
INVOICE NO: 26-10921  
BILLING THROUGH: 1/4/2026

Palos Heights Finance Comm  
7607 College Drive  
Palos Heights, IL 60463

**25-PH-4013 | Culvers PUD Submittal**

Managed By: AURIMAS SPUCYS

Billing Period: 11/17/25 - 01/04/26

Billing For:

- Plan Review
- Site Plan Submittal

**PROFESSIONAL SERVICES**

| TITLE                  | HOURS       | RATE                           | AMOUNT          |
|------------------------|-------------|--------------------------------|-----------------|
| Senior Project Manager | 3.00        | \$162.00                       | \$486.00        |
| Administration         | 1.00        | \$57.00                        | \$57.00         |
| <b>TOTAL SERVICES</b>  | <b>4.00</b> |                                | <b>\$543.00</b> |
|                        |             | <b>SUBTOTAL</b>                | <b>\$543.00</b> |
|                        |             | <b>AMOUNT DUE THIS INVOICE</b> | <b>\$543.00</b> |

This invoice is due on 1/22/2026

Thank you for your business!

Thomas A. Brown  
Bills for Finance

1/13/2026

| <b>IN REFERENCE<br/>TO</b> | <b>DATE OF<br/>BILL</b> | <b>INVOICE<br/>#</b> | <b>INVOICE<br/>\$</b> | <b>\$<br/>AVAILABLE</b> |              |
|----------------------------|-------------------------|----------------------|-----------------------|-------------------------|--------------|
| Retainer                   | 1/1/2026                | RETAINER             | 1,800.00              | YES                     | 01-16-539100 |
|                            |                         |                      |                       |                         |              |
|                            |                         |                      |                       |                         |              |
|                            |                         |                      |                       |                         |              |
|                            |                         | <b>Total</b>         | <b>1,800.00</b>       |                         |              |

Thomas A. Brown  
12602 S. Harlem Avenue  
Palos Heights, IL 60463

|   |
|---|
| Invoice submitted to:   |
| City of Palos Heights<br>7607 W. College Drive<br>Palos Heights, IL 60463 |

| <i>Invoice Date</i>       | <i>Invoice Number</i> | <i>Last Bill Date</i> |
|---------------------------|-----------------------|-----------------------|
| <del>December, 2025</del> | Retainer              |                       |

JANUARY 2026

In Reference To: Retainer

Professional Services

JANUARY

~~December~~ Retainer

Balance due

| <u>Amount</u>            |
|--------------------------|
| 1,800.00                 |
| <u><u>\$1,800.00</u></u> |

Laner Muchin, Ltd.

Bills for Finance

1/13/2026

| <b>IN REFERENCE</b> | <b>DATE OF</b> | <b>INVOICE</b> | <b>INVOICE</b>  | <b>\$</b>        |              |
|---------------------|----------------|----------------|-----------------|------------------|--------------|
| <b>TO</b>           | <b>BILL</b>    | <b>#</b>       | <b>\$</b>       | <b>AVAILABLE</b> |              |
| Retainer            | 1/1/2026       |                | 1,291.67        | YES              | 01-16-539300 |
|                     |                |                |                 |                  |              |
|                     |                |                |                 |                  |              |
|                     |                |                |                 |                  |              |
|                     |                | <b>Total</b>   | <b>1,291.67</b> |                  |              |

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**  
**Bills for Finance**

**1/13/2026**

| <b>IN REFERENCE</b> | <b>DATE OF</b> | <b>INVOICE</b> | <b>INVOICE</b>  | <b>\$</b>        |              |
|---------------------|----------------|----------------|-----------------|------------------|--------------|
| <b>TO</b>           | <b>BILL</b>    | <b>#</b>       | <b>\$</b>       | <b>AVAILABLE</b> |              |
| Retainer            | 1/1/2026       | 20251201       | 5,000.00        | YES              | 01-16-539200 |
| General             | 12/5/2025      | 23952          | 122.50          | YES              | 01-16-539300 |
| Alhow Litigation    | 12/5/2025      | 23953          | 35.00           | YES              | 01-16-539300 |
| 12412 Melvina       | 12/5/2025      | 23954          | 128.00          | YES              | 01-16-539300 |
| 21 Surr Hill Dr     | 12/5/2025      | 23955          | 227.50          | YES              | 01-16-539300 |
| General             | 1/2/2026       | 24080          | 122.50          | YES              | 01-16-539300 |
| Alhow Litigation    | 1/2/2026       | 24081          | 402.50          | YES              | 01-16-539300 |
| 12412 Melvina       | 1/2/2026       | 24082          | 175.00          | YES              | 01-16-539300 |
| <b>Total</b>        |                |                | <b>6,213.00</b> |                  |              |



ATTORNEYS AT LAW

*Michael J. Marovich*

*Timothy C. Lapp*

*Scott D. Dillner*

*John A. Hiskes\**

*J. David Dillner\**

*John O'Donnell\**

*\*Retired*

**01 Counsel**

*Chris J. Heaney*

December 23, 2025

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

Sent by E-mail to [jan@palosheights.org](mailto:jan@palosheights.org)

Re: Retainer  
Our File #05008.019-MJM

PROFESSIONAL SERVICES RENDERED:

Retainer for January 1, 2026, through January 31, 2026: \$5,000.00

TOTAL BILL DUE: \$5,000.00

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**

16231 Wausau Ave  
South Holland, IL 60473  
Telephone: 708-333-1234  
Fax: 708-333-9246

December 05, 2025

Invoice No. 23952

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

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Client Number: 05008 PALOS HEIGHTS, CITY OF

Matter Number: 05008.001 General

For Services Rendered Through 11/30/2025.

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| <u>Date</u>                   | <u>Timekeeper</u> | <u>Description</u>  | <u>Hours</u>    |
|-------------------------------|-------------------|---|-----------------|
| 11/25/2025                    | MJM               | Research no parking laws to answer Adam's question.                   | 0.50            |
| 11/25/2025                    | MJM               | E-mail to Jasinski re: ability of City to designate no parking areas. | 0.20            |
| <b>Billable Hours / Fees:</b> |                   |   | <u>0.70</u>     |
|                               |                   |   | <u>\$122.50</u> |

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**Timekeeper Summary**

Timekeeper MJM worked 0.70 hours at \$175.00 per hour, totaling \$122.50.

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Continued On Next Page

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**

16231 Wausau Ave  
South Holland, IL 60473  
Telephone: 708-333-1234  
Fax: 708-333-9246

December 05, 2025

Invoice No. 23953

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

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Client Number: 05008 PALOS HEIGHTS, CITY OF  
Matter Number: 05008.020 Alhow Litigation  
For Services Rendered Through 11/30/2025.

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| <u>Date</u> | <u>Timekeeper</u> | <u>Description</u>            | <u>Hours</u> |                |
|-------------|-------------------|-------------------------------|--------------|----------------|
| 11/25/2025  | MJM               | E-mail to opposing counsel.   | 0.20         |                |
|             |                   | <b>Billable Hours / Fees:</b> | <b>0.20</b>  | <b>\$35.00</b> |

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**Timekeeper Summary**

Timekeeper MJM worked 0.20 hours at \$175.00 per hour, totaling \$35.00.

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Continued On Next Page

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**

16231 Wausau Ave  
South Holland, IL 60473  
Telephone: 708-333-1234  
Fax: 708-333-9246

December 05, 2025

Invoice No. 23954

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

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Client Number: 05008 PALOS HEIGHTS, CITY OF  
Matter Number: 05008.021 12412 Melvina Ave., Palos Heights, IL  
For Services Rendered Through 11/30/2025.

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| <b>Fees</b>                   |                   |   |                            |
|-------------------------------|-------------------|---|----------------------------|
| <u>Date</u>                   | <u>Timekeeper</u> | <u>Description</u>                              | <u>Hours</u>               |
| 11/13/2025                    | MJM               | E-mail to Mayor, Giordano, Jasinski and Colvin. | 0.20                       |
| <b>Billable Hours / Fees:</b> |                   |   | <u>0.20</u> <u>\$35.00</u> |

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**Timekeeper Summary**

Timekeeper MJM worked 0.20 hours at \$175.00 per hour, totaling \$35.00.

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**Cost Detail**

| <u>Date</u>        | <u>Description</u>  | <u>Amount</u>  | <u>Check No.</u> |
|--------------------|---|----------------|------------------|
| 11/14/2025         | Amended Notice of Demolition Lien<br>Payee: Cook County Clerk | \$93.00        | 107271           |
| <b>Total Costs</b> |   | <u>\$93.00</u> |                  |

*12800*

Continued On Next Page

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**

16231 Wausau Ave  
South Holland, IL 60473  
Telephone: 708-333-1234  
Fax: 708-333-9246

December 05, 2025

Invoice No. 23955

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

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Client Number: 05008 PALOS HEIGHTS, CITY OF  
Matter Number: 05008.027 21 Surry Hill Drive fence matter  
For Services Rendered Through 11/30/2025.

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| <u>Date</u>                   | <u>Timekeeper</u> | <u>Description</u>                              | <u>Hours</u>    |
|-------------------------------|-------------------|---|-----------------|
| 11/6/2025                     | MJM               | Review 11-5-2025 Marx Fence Permit Application. | 0.20            |
| 11/7/2025                     | MJM               | E-mail to opposing counsel.                     | 0.20            |
| 11/12/2025                    | MJM               | E-mail to granddaughter, Maria.                 | 0.20            |
| 11/12/2025                    | MJM               | Review title for 21 Surrey Hill Drive.          | 0.30            |
| 11/12/2025                    | MJM               | E-mail to Giordano and Cooling.                 | 0.20            |
| 11/12/2025                    | MJM               | Correspondence to Giordano re: fence survey.    | 0.20            |
| <b>Billable Hours / Fees:</b> |                   |   | <b>1.30</b>     |
|                               |                   |   | <b>\$227.50</b> |

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**Timekeeper Summary**

Timekeeper MJM worked 1.30 hours at \$175.00 per hour, totaling \$227.50.

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Continued On Next Page

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**

16231 Wausau Ave  
South Holland, IL 60473  
Telephone: 708-333-1234  
Fax: 708-333-9246

January 02, 2026

Invoice No. 24080

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

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Client Number: 05008 PALOS HEIGHTS, CITY OF

Matter Number: 05008.001 General

For Services Rendered Through 12/31/2025.

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**Fees**

| <u>Date</u> | <u>Timekeeper</u> | <u>Description</u>   | <u>Hours</u> |
|-------------|-------------------|--|--------------|
| 12/3/2025   | MJM               | Review 7/3/2025 party video re: DeTrotto.                                  | 0.30         |
| 12/17/2025  | MJM               | Review e-mail and documents attached from Chief Yott re: no parking zones. | 0.20         |
| 12/17/2025  | MJM               | E-mail to Chief Yott and others regarding no parking zone issue.           | 0.20         |

Billable Hours / Fees: 0.70

\$122.50

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**Timekeeper Summary**

Timekeeper MJM worked 0.70 hours at \$175.00 per hour, totaling \$122.50.

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Continued On Next Page

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**

16231 Wausau Ave  
South Holland, IL 60473  
Telephone: 708-333-1234  
Fax: 708-333-9246

January 02, 2026

Invoice No. 24081

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

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Client Number: 05008 PALOS HEIGHTS, CITY OF  
Matter Number: 05008.020 Alhow Litigation  
For Services Rendered Through 12/31/2025.

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**Fees**

| <u>Date</u> | <u>Timekeeper</u> | <u>Description</u>  | <u>Hours</u> |
|-------------|-------------------|---|--------------|
| 12/3/2025   | MJM               | E-mail to opposing counsel re: new date.                                  | 0.20         |
| 12/3/2025   | MJM               | E-mail to City Engineer, Jasinski and Giordano re: revised plan drawings. | 0.20         |
| 12/4/2025   | MJM               | Attendance at status.   | 0.50         |
| 12/4/2025   | MJM               | Prepare pleadings - 12/4/2025 Order.                                      | 0.20         |
| 12/4/2025   | MJM               | E-mail 12/4/2025 Order to the Court.                                      | 0.20         |
| 12/10/2025  | MJM               | E-mail to City's Engineer.  | 0.20         |
| 12/15/2025  | MJM               | E-mail to client re: Alhow's recent proposal.                             | 0.20         |
| 12/17/2025  | MJM               | E-mail to Adam and Frank re: response to O.C.                             | 0.20         |
| 12/22/2025  | MJM               | E-mail to opposing counsel.   | 0.20         |
| 12/22/2025  | MJM               | E-mail to client.   | 0.20         |

Billable Hours / Fees: 2.30

\$402.50

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**Timekeeper Summary**

Timekeeper MJM worked 2.30 hours at \$175.00 per hour, totaling \$402.50.

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Continued On Next Page

**Hiskes, Dillner, O'Donnell, Marovich & Lapp, Ltd.**

16231 Wausau Ave  
South Holland, IL 60473  
Telephone: 708-333-1234  
Fax: 708-333-9246

January 02, 2026

Invoice No. 24082

City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

---

Client Number: 05008 PALOS HEIGHTS, CITY OF  
Matter Number: 05008.021 12412 Melvina Ave., Palos Heights, IL  
For Services Rendered Through 12/31/2025.

---

| <b>Fees</b>                   |                   |  |                 |
|-------------------------------|-------------------|--|-----------------|
| <u>Date</u>                   | <u>Timekeeper</u> | <u>Description</u>   | <u>Hours</u>    |
| 12/10/2025                    | MJM               | Telephone call from opposing counsel, Ryan Smith, for Rocket Mortgage. | 0.20            |
| 12/10/2025                    | MJM               | E-mail to opposing counsel, Julie, at Rocket Mortgage.                 | 0.20            |
| 12/10/2025                    | MJM               | Telephone call from Giordano re: attorney calling on case.             | 0.20            |
| 12/15/2025                    | MJM               | E-mail to opposing counsel re: lien payback.                           | 0.20            |
| 12/15/2025                    | MJM               | E-E-mail to Jan Colvin re: lien payback.                               | 0.20            |
| <b>Billable Hours / Fees:</b> |                   |  | <b>1.00</b>     |
|                               |                   |  | <b>\$175.00</b> |

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**Timekeeper Summary**

Timekeeper MJM worked 1.00 hours at \$175.00 per hour, totaling \$175.00.

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Continued On Next Page



# MEMORANDUM

To: Finance Committee

From: Aimee Ingalls

Date: January 13, 2026

RE: Sign Grant Application-Sanaa bin Hussain LLC, 7208 B College Drive

This new Palos Heights dress shop, located in Tiffany Square, submitted a sign grant application that was heard at the December 2025 finance meeting and it was subsequently approved by City Council.

The completed documents they submitted only included installation and did not include their actual sign cost, which is an eligible expense.

The business is asking you to consider an additional application for the actual sign cost.

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**Original application** submitted amount: \$1,300 for sign installation. Approved. \$650.00 was granted.

**New application** submitted amount: \$2,500 for the actual sign. The eligible grant amount would be 50% of the cost or \$2,000, whichever is less. Eligible award amount: \$1,250.

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While filing separately is not ideal, the total eligible amount is the same:

Total cost (sign and installation) = \$3,800. Eligible award amount is 50% or maximum of \$2,000. Fifty percent of \$3,800 is \$1,900.

Total cost (sign) = \$2,500. Eligible award amount is 50% or maximum of \$1,250.

Total cost (installation) = \$1,300. Eligible award amount is 50% or maximum of \$650.

If paid out separately the total award \$1,900. In other words, there is no increased amount available if grant applications are separate.

## Sign Grant Program Application

Prior to completing this application please review the City of Palos Heights Sign Grant Program information packet in order to ensure compliance with program guidelines.

| <b>Applicant Information</b>     |  |
|----------------------------------|--|
| Name<br><u>LALITA AL-TIKRITI</u> | Address<br><u>15055 SPRING RD Oak Brook IL</u> |
| Phone<br><u>630-220-9090</u>     | Email<br><u>LALITA.TIKRITI@comcast.net</u>     |

| <b>Property Information</b>                     |  |                                      |
|---|--|--------------------------------------|
| Business Name<br><u>SANABIN HUSSEIN</u>         | Address<br><u>7208 B College Ave</u>     | PIN#                                 |
| Owner<br><u>LALITA TIKRITI, SANABIN HUSSEIN</u> | Year Purchased/Leased<br><u>6 Months</u> | Lease Expiration Date<br><u>6/27</u> |

**Description of Sign & Lighting Improvements:**

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**Cost Estimate Breakdown:**

|             |                        |
|-------------|------------------------|
| <u>2500</u> | <u>Billed the Sign</u> |
| <u>1300</u> | <u>Hang the Sign</u>   |
|             |                        |
|             |                        |

| <b>Contractor Information</b> |              |       |
|-------------------------------|--------------|-------|
| Firm Name                     | Contact Name |       |
| Address                       | Phone        | Email |
|                               |              |       |

**Please attach the following information: legal description, color photos of storefront, survey plat, owner permission letter (if different than applicant), drawing of proposed improvements, and any other pertinent information.**

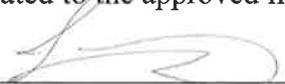
I, LALITA AL-TIKRITI, hereby make application to the City of Palos Heights for a Sign Reimbursement Grant in the amount of \$ 3800.

I understand that my application must be approved by the City and that it must conform to City codes and agreed upon design guidelines, as well as specific design recommendations of the City of Palos Heights. I have read a copy of the Sign Grant Program Agreement provisions. If approved, I understand that all work performed is subject to development, building, permit, and agreement provisions. The City and the Owner/Lessee do hereby agree as follows:

provisions of this Agreement, or complete all improvements in accordance with the approved plans and specifications will be deemed a breach of this Agreement.

**Section 6: UNRELATED IMPROVEMENTS –**

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Owner/Lessee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

  
\_\_\_\_\_  
Applicant Signature

1/6/26  
\_\_\_\_\_  
Date

**Please return completed application to:**  
Community Development Coordinator  
The City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

Authorized by City of Palos Heights

\_\_\_\_\_  
Mayor Robert S. Straz

## **Aimee Ingalls**

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**From:** Turquoise sign <turquoisesign.adv@gmail.com>  
**Sent:** Tuesday, January 6, 2026 11:01 AM  
**To:** Aimee Ingalls  
**Cc:** Sanaabinhussein@yahoo.com; Laith.tikriti@comcast.net

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Whom It May Concern

We, Turquoise Company for Advertising and Promotion, hereby acknowledge that we have received from Ms. Sanaa Zemmari the amount of USD 2,500 for the shop sign belonging to Sanaa Bin Hussein Shop, located at 7208B W College Dr, Palos Heights, Chicago. The payment was made through her sister, Ms. Samia, and was received in two installments. The item was shipped via the Aramex agent in Amman to the United States.



ADVERTISING

TURQUOISE

تركواز للدعاية والإعلان

فاتورة نقدية *invoice*

10.08.2025

NAME : Sanaa bin Hussain llc

7208B w college dr Palos heights Illinois

| TOTAL  | U. | QTY | details                                    |
|--------|----|-----|--|
| \$2500 | -  | -   | Custom-made illuminated SIGN With shipping |

|        |       |
|--------|-------|
| \$2500 | TOTAL |
| 0      | paid  |
| \$2500 | TOTAL |

STAMP

COPY1





TURQUOISE  
تركواز للدعاية والإعلان

# تركواز للدعاية والإعلان

10.08.2025

NAME : Sanaa Bin Hussein 11 e

| TOTAL   | U. | QTY | details                         |
|---------|----|-----|---------------------------------|
| 2500 \$ |    | 1   | Custom made illuminated letters |

|                   |       |
|-------------------|-------|
| 2500 \$           | TOTAL |
| 1000 \$ + 1500 \$ | paid  |
| 2500 \$           | TOTAL |

STAMP





**RECEIPT/RECIBO**  
Thank you/Gracias

**TRACKING NUMBER (MTCN)/  
NO. DE CONTROL DEL ENVIO:  
377-779-9809**

For Customer Service, please call 1-800-325-6000/Para comunicarse con el servicio de atención al cliente, llame al 1 800 325 6000

Bridgeview Currency Exchange  
8725 S Harlem,  
Bridgeview IL, 60455  
(708)598-3525  
Fax (708)598-4848

Wednesday, April 30, 2025 12:50:30 PM

Send Money / Fee (3,143.00)  
Reference # 3777799809 (56.57)

Total Due: 3,199.57  
Amount Tendered: 3,200.00  
Change Due: 0.43

We Do Not Disclose Any Non-Public  
Personal Information to Anyone, Except  
as Permitted by  
Law.

SP \* 2363837



**TO:** Finance Committee  
**FROM:** Aimee Ingalls, Community & Economic Development  
**DATE:** November 12, 2025  
**RE:** Business Improvement Grant Application,  
The Carras Corporation, 12228-12246 S. Harlem

The Carras Corporation submitted three (3) business improvement grant applications for the paving, sealcoating and stripping of the rear parking lot of 12228-12246. He is requesting up to \$30,000 since he has three contiguous lots.

The total project cost is \$72,110. The program allows for a 50% reimbursement up to \$10,000.



## Façade Grant Application

Prior to completing this application please thoroughly review the City of Palos Heights Facade Improvement Program information packet in order to ensure compliance with program guidelines.

| <b>Applicant Information</b> |  |                      |
|------------------------------|--|----------------------|
| Name                         | Address                                  |                      |
| The Carras Corporation       | 1418 Pebblecreek Dr , Glenview, IL 60025 |                      |
| Phone                        | Secondary Phone                          | Email                |
| 847-998-0227                 |  | nickc@carrascorp.com |

| <b>Property Information</b> |   |                       |
|-----------------------------|---|-----------------------|
| Business Name               | Address   | PIN#                  |
| The Carras Corporation      | 12228-12246 S. Harlem AVE., Palos Heights, IL 60463 | 23 25 229 007 0000    |
| Owner                       | Year Purchased/Leased                               | Lease Expiration Date |
| The Carras Corporation      | 1996  | N/A                   |

Number of store fronts to be improved: 3

Square footage of each store front: 12234=1944.34sq ft ; 12236=1941.75 sq ft ; 12238=1937.44 sq ft

**Description of Proposed Improvements:**

Rear Lot - Mill down existing asphalt parking lot; Apply and prime existing parking lot with an oil tack coat to ensure proper adhesion. Asphalt Paving and stripping.

Front Lot - Mill and patch failed area in front parking lot. Crack fill and seal coat parking lot. Strip parking spaces. Approx. 31,991 sq. ft.

See attached quote for more detail

**Anticipated Budget Information:**

| Activity                 | Estimated Cost               |
|--------------------------|------------------------------|
|                          | \$71,000 + permitting cost/3 |
| \$28,400.00 Advance Paid |                              |
|                          |                              |
|                          |                              |
|                          |                              |

**Anticipated Timeline:**

| Process | Estimated Time (weeks) |
|---------|------------------------|
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |

|   |              |                  |
|---|--------------|------------------|
| <b>Architect Information</b>                  |              |                  |
| Firm Name                                     | Contact Name |                  |
| Address                                       | Phone        | Email            |
| <b>Contractor Information</b>                 |              |                  |
| Firm Name                                     | Contact Name |                  |
| T.M.W.  | Ty Ward      |                  |
| Address                                       | Phone        | Email            |
| 272 Brighton Rd., Elk Grove Village, IL 60007 | 630-350-7717 | ty@tmwpaving.com |

Use additional sheets to complete contractor information

**Please attach the following information: legal description, color photos of storefront, survey plat, owner permission letter (if different than applicant), drawing of proposed improvements, and any other pertinent information.**

I, The Carras Corporation, hereby make application to the City of Palos Heights for a Façade Improvement Reimbursement Grant in the amount of \$ 10,000.00. I understand that my application must be approved by the City and that it must conform to City codes and agreed upon design guidelines, as well as specific design recommendations of the City of Palos Heights. I have read a copy of the B and B 1 Façade Improvement Program Agreement provisions. If approved, I understand that all work performed is subject to development, building, permit, and agreement provisions. I also understand and agree to all of the following guidelines:

The City established a Façade Improvement Program ("Program") for the purpose of encouraging the improvement and revitalization of the exterior facades of existing

commercial buildings throughout the City of Palos Heights B and B 1 districts; and improving existing facades by making properties more attractive and encouraging revitalization of the City business districts with priority given to the B and B-1 zoned parcels along the Harlem Avenue corridor from 122nd Street to 124th Street.

The City has agreed to participate in the Program with the Owner/Lessee subject to its sole discretion to reimburse the Owner/Lessee for the cost of approved, eligible improvement expenses up to a maximum of fifty percent (50%), with a minimum project cost of \$3,000 (for a minimum reimbursement of \$1,500) or greater for a maximum reimbursement of \$10,000 per approved project regardless of total project cost.

The City and the Owner/Lessee do hereby agree as follows:

**Section 1: COST SHARING -**

- A. With respect to façade improvements to the front and back entrance ways with priority to the street facing sides of a building, and other related eligible improvements, the City shall reimburse the Owner/Lessee for the cost of approved, eligible improvements to the property at the rate of fifty percent (50%) for reimbursements from \$1,500 to \$10,000.
- B. Project construction must be permitted by the Building Department and begin within 60 days of this agreement being validated by an appointed Façade Improvement Program Committee member and be completed within an agreed upon timeline.

**Section 2: DESIGN APPROVAL -**

No improvement work shall be undertaken until the project's design has been submitted to and approved by the City. To be approved, all improvements shall meet the provisions set forth in this Agreement and shall be in conformance with all applicable City, State, and Federal codes and regulations. Following approval by the City, the Owner/Lessee shall apply for and receive approval for all required building permits from the Building Department of the City. The Owner/Lessee is responsible for all applicable building permit fees which are not to be included in the reimbursement request.

**Section 3: REVIEW OF PROJECT -**

The City shall periodically review the progress of the contractor's work on the improvements pursuant to this Agreement. These inspections shall be in addition to the required building permit inspections by the Building Department. Work that is not in conformance with the approved plans, timeline and specifications shall be immediately remedied by the Owner/Lessee and deficient or improper work shall be replaced and made to comply with the approved plans and specifications, in accordance with the terms of this Agreement. Any changes to the approved plans and specifications may be undertaken only through an amendment to this Agreement.

**Section 4: FAILURE TO COMPLETE WORK -**

If the Owner/Lessee, or his/her designated contractor, fails to complete the approved improvements in conformity with the approved plans and specifications, or within the terms of this Agreement, the City's financial obligation shall cease.

**Section 5: DOCUMENTATION AND REIMBURSEMENT –**

Upon completion of the improvements by the Owner/Lessee, and upon the final inspections by the Building Department, the Owner/Lessee shall submit to the City the following properly executed and notarized documents indicating complete lien free payments have been made to all suppliers/contractors involved: 1.) owner's sworn statement; 2.) a statement by the architect for design work (if applicable); 3.) Contractor's sworn statement showing the full cost of the work and each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work; and 4.) Proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Owner/Lessee shall also submit to the City a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The City shall prepare a reimbursement request for the Owner/Lessee within sixty (60) days of receiving a complete owner's statement, architect's statement (if applicable) contractor's statement, proof of payment and final lien waivers, as set forth in Section 1. Failure by the Owner/Lessee to submit all required documents or, to comply with the provisions of this Agreement, or complete all improvements in accordance with the approved plans and specifications will be deemed a breach of this Agreement.

**Section 6: UNRELATED IMPROVEMENTS –**

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Owner/Lessee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

\_\_\_\_\_  
Applicant Signature



\_\_\_\_\_  
Building Owner Signature

\_\_\_\_\_  
Date

9/16/21

\_\_\_\_\_  
Date

**Please return completed application to:**

Community Development Coordinator  
The City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

Authorized by City of Palos Heights

\_\_\_\_\_  
Mayor Robert S. Straz



# Estimate



TMW Enterprises & Beautiful Stones  
 272 Brighton Rd  
 Elk Grove Village, IL 60007  
 Office Phone: (630)350-7717  
 ty@tmwpaving.com

Estimate Number: E250731644  
 Estimate Date: 07/31/2025  
 Payment Terms: 40% Down Balance  
 Upon Completion  
 Per Phase  
 Estimate Amount: 71,000.00  
 Created By: Ty Ward

**Billing Address**  
 The Carras Coporation Attn. Nick Carras  
 12228 South Harlem Avenue,  
 Palos Heights, IL 60463  
 Office Phone: +18479980227  
 nickc@carrascorp.com

**Job Location**  
 The Carras Coporation Attn. Nick Carras  
 12228 South Harlem Avenue,  
 Palos Heights, IL 60463  
 Office Phone: +18479980227  
 nickc@carrascorp.com

| Item Name   | Quantity | Unit Price | Total     |
|---|----------|------------|-----------|
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PAVE PARKING LOT</b><br><br>-Milling and Cleanup:<br>Mill down the existing asphalt parking lot 1 to 1.5 inches, power sweep the area clean, and haul away all debris.<br>-Surface Preparation:<br>Apply and prime the existing parking lot with an oil tack coat to ensure proper adhesion.<br>-Asphalt Paving:<br>Install 2 inches of surface course asphalt and compact thoroughly to 1.5 inches.<br>-Striping:<br>Stripe the parking lot according to the existing layout.<br><br>Approximate Area: 22,740. sq. ft. | 1.00     | 56,650.00  | 56,650.00 |
| <b>11 Asphalt Paving Service</b><br><b>2" BINDER PATCHING OF OPEN HOLES IN REAR LOT PRIOR TO PAVING</b><br><br>APPROX. 471 SQ FT  | 1.00     | 3,130.00   | 3,130.00  |
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PATCH FAILED AREA INFRONT PARKING LOT PARKING</b><br><br>-Milling and Cleanup:<br>Mill down a area of the existing asphalt front parking lot 1 to 1.5 inches, power sweep the area clean, and haul away all debris.<br>-Surface Preparation:<br>Apply and prime the existing parking lot with an oil tack coat to ensure proper adhesion.<br>-Asphalt Paving:<br>Install 2 inches of surface course asphalt and compact thoroughly to 1.5 inches.   | 1.00     | 7,950.00   | 7,950.00  |

**Nicholas Carras**

---

**From:** TMW Enterprises & Beautiful Stones <no-reply@invoiceasap.com>  
**Sent:** Monday, September 8, 2025 5:23 PM  
**To:** Nicholas Carras  
**Subject:** Your INVOICE (I250908824) from TMW Enterprises & Beautiful Stones

**INVOICE Due: \$28,400.00**

[View & Pay](#)



**TMW Enterprises & Beautiful Stones**

**INVOICE #I250908824**

**Due: 09/15/2025**

**Amount: \$28,400.00**

**Balance: \$28,400.00**

Hi Nick

Thank you for entrusting us with your project!

I have all my paperwork together for the registration I will call them tomorrow to see if i need to FedEx the paperwork and check to the city or if I can email it to them and pay over the phone for our contractor registration

Mean time Here is the Down payment for the work invoice for the work:

for scheduling Adriana Need to Know if the city will do a Pre paving inspection or not as that will help her get you a Firm date for the work

Please make your check payable to: TMW Enterprises

If you prefer to pay with Zelle: Click the "View Photo" button at the top of this invoice to scan the QR Code or use our mobile number: 630-772-0113

To view the invoice, simply click "View Invoice" above.

Payment Options: To avoid a service fee for credit card payments, you can:  
Mail a personal check.  
Use Zelle.

## Façade Grant Application

Prior to completing this application please thoroughly review the City of Palos Heights Facade Improvement Program information packet in order to ensure compliance with program guidelines.

| <b>Applicant Information</b> |  |                      |
|------------------------------|--|----------------------|
| Name                         | Address                                  |                      |
| The Carras Corporation ,     | 1418 Pebblecreek Dr , Glenview, IL 60025 |                      |
| Phone                        | Secondary Phone                          | Email                |
| 847-988-0227                 |  | nickc@carrascorp.com |

| <b>Property Information</b> |   |                       |
|-----------------------------|---|-----------------------|
| Business Name               | Address   | PIN#                  |
| The Carras Corporation,     | 12228-12246 S. Harlem AVE., Palos Heights, IL 60483 | 23 25 229 008 0000    |
| Owner                       | Year Purchased/Leased                               | Lease Expiration Date |
| The Carras Corporation      | 1996  | N/A                   |

Number of store fronts to be improved: 3

Square footage of each store front: 22240=1,1928.81sq ft ; 12244=3,223.29sq ft ; 12246=2,399.23sq ft

**Description of Proposed Improvements:**

Rear Lot - Mill down existing asphalt parking lot; Apply and prime existing parking lot with an oil tack coat to ensure proper adhesion. Asphalt Paving and stripping.

Front Lot - Mill and patch failed area in front parking lot. Crack fill and seal coat parking lot. Strip parking spaces. Approx. 31,991 sq. ft.

See attached quote for more detail

**Anticipated Budget Information:**

| Activity                 | Estimated Cost               |
|--------------------------|------------------------------|
|                          | \$71,000 + permitting cost/3 |
| \$28,400.00 Advance Paid |                              |
|                          |                              |
|                          |                              |
|                          |                              |

**Anticipated Timeline:**

| Process | Estimated Time (weeks) |
|---------|------------------------|
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |
|         |                        |

|   |              |                  |
|---|--------------|------------------|
| <b>Architect Information</b>                  |              |                  |
| Firm Name                                     | Contact Name |                  |
| Address                                       | Phone        | Email            |
| <b>Contractor Information</b>                 |              |                  |
| Firm Name                                     | Contact Name |                  |
| T.M.W.  | Ty Ward      |                  |
| Address                                       | Phone        | Email            |
| 272 Brighton Rd., Elk Grove Village, IL 60007 | 630-350-7717 | ty@tmwpaving.com |

Use additional sheets to complete contractor information

**Please attach the following information: legal description, color photos of storefront, survey plat, owner permission letter (if different than applicant), drawing of proposed improvements, and any other pertinent information.**

I, The Carras Corporation, hereby make application to the City of Palos Heights for a Façade Improvement Reimbursement Grant in the amount of \$ 10,000.00. I understand that my application must be approved by the City and that it must conform to City codes and agreed upon design guidelines, as well as specific design recommendations of the City of Palos Heights. I have read a copy of the B and B 1 Façade Improvement Program Agreement provisions. If approved, I understand that all work performed is subject to development, building, permit, and agreement provisions. I also understand and agree to all of the following guidelines:

The City established a Façade Improvement Program ("Program") for the purpose of encouraging the improvement and revitalization of the exterior facades of existing

commercial buildings throughout the City of Palos Heights B and B 1 districts; and improving existing facades by making properties more attractive and encouraging revitalization of the City business districts with priority given to the B and B-1 zoned parcels along the Harlem Avenue corridor from 122nd Street to 124th Street.

The City has agreed to participate in the Program with the Owner/Lessee subject to its sole discretion to reimburse the Owner/Lessee for the cost of approved, eligible improvement expenses up to a maximum of fifty percent (50%), with a minimum project cost of \$3,000 (for a minimum reimbursement of \$1,500) or greater for a maximum reimbursement of \$10,000 per approved project regardless of total project cost.

The City and the Owner/Lessee do hereby agree as follows:

**Section 1: COST SHARING -**

A. With respect to façade improvements to the front and back entrance ways with priority to the street facing sides of a building, and other related eligible improvements, the City shall reimburse the Owner/Lessee for the cost of approved, eligible improvements to the property at the rate of fifty percent (50%) for reimbursements from \$1,500 to \$10,000.

B. Project construction must be permitted by the Building Department and begin within 60 days of this agreement being validated by an appointed Façade Improvement Program Committee member and be completed within an agreed upon timeline.

**Section 2: DESIGN APPROVAL -**

No improvement work shall be undertaken until the project's design has been submitted to and approved by the City. To be approved, all improvements shall meet the provisions set forth in this Agreement and shall be in conformance with all applicable City, State, and Federal codes and regulations. Following approval by the City, the Owner/Lessee shall apply for and receive approval for all required building permits from the Building Department of the City. The Owner/Lessee is responsible for all applicable building permit fees which are not to be included in the reimbursement request.

**Section 3: REVIEW OF PROJECT -**

The City shall periodically review the progress of the contractor's work on the improvements pursuant to this Agreement. These inspections shall be in addition to the required building permit inspections by the Building Department. Work that is not in conformance with the approved plans, timeline and specifications shall be immediately remedied by the Owner/Lessee and deficient or improper work shall be replaced and made to comply with the approved plans and specifications, in accordance with the terms of this Agreement. Any changes to the approved plans and specifications may be undertaken only through an amendment to this Agreement.

**Section 4: FAILURE TO COMPLETE WORK -**

If the Owner/Lessee, or his/her designated contractor, fails to complete the approved improvements in conformity with the approved plans and specifications, or within the terms of this Agreement, the City's financial obligation shall cease.

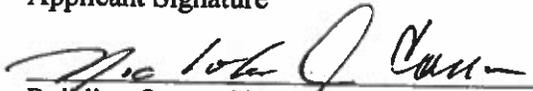
**Section 5: DOCUMENTATION AND REIMBURSEMENT –**

Upon completion of the improvements by the Owner/Lessee, and upon the final inspections by the Building Department, the Owner/Lessee shall submit to the City the following properly executed and notarized documents indicating complete lien free payments have been made to all suppliers/contractors involved: 1.) owner's sworn statement; 2.) a statement by the architect for design work (if applicable); 3.) Contractor's sworn statement showing the full cost of the work and each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials, or equipment in the work; and 4.) Proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The Owner/Lessee shall also submit to the City a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The City shall prepare a reimbursement request for the Owner/Lessee within sixty (60) days of receiving a complete owner's statement, architect's statement (if applicable) contractor's statement, proof of payment and final lien waivers, as set forth in Section 1. Failure by the Owner/Lessee to submit all required documents or, to comply with the provisions of this Agreement, or complete all improvements in accordance with the approved plans and specifications will be deemed a breach of this Agreement.

**Section 6: UNRELATED IMPROVEMENTS –**

Nothing contained in this Agreement is intended to limit, restrict, or prohibit the Owner/Lessee from undertaking additional work in or about the subject premises, which is unrelated to the approved improvements provided for in this Agreement.

\_\_\_\_\_  
Applicant Signature

  
\_\_\_\_\_  
Building Owner Signature

\_\_\_\_\_  
Date

9/16/25  
\_\_\_\_\_  
Date

**Please return completed application to:**  
Community Development Coordinator  
The City of Palos Heights  
7607 W. College Drive  
Palos Heights, IL 60463

Authorized by City of Palos Heights

\_\_\_\_\_  
Mayor Robert S. Straz



# Estimate



TMW Enterprises & Beautiful Stones  
 272 Brighton Rd  
 Elk Grove Village, IL 60007  
 Office Phone: (630)350-7717  
 ty@tmwpaving.com

**Estimate Number:** E250731644  
**Estimate Date:** 07/31/2025  
**Payment Terms:** 40%Down Balance  
 Upon Completion  
 Per Phase  
**Estimate Amount:** 71,000.00  
**Created By:** Ty Ward

**Billing Address**

The Carras Coporation Attn. Nick Carras  
 12228 South Harlem Avenue,  
 Palos Heights, IL 60463  
 Office Phone: +18479980227  
 nick@carrascorp.com

**Job Location**

The Carras Coporation Attn. Nick Carras  
 12228 South Harlem Avenue,  
 Palos Heights, IL 60463  
 Office Phone: +18479980227  
 nick@carrascorp.com

| Item Name   | Quantity | Unit Price | Total     |
|---|----------|------------|-----------|
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PAVE PARKING LOT</b><br><br>-Milling and Cleanup:<br>Mill down the existing asphalt parking lot 1 to 1.5 inches, power sweep the area clean, and haul away all debris.<br>-Surface Preparation:<br>Apply and prime the existing parking lot with an oil tack coat to ensure proper adhesion.<br>-Asphalt Paving:<br>Install 2 inches of surface course asphalt and compact thoroughly to 1.5 inches.<br>-Striping:<br>Stripe the parking lot according to the existing layout.<br><br>Approximate Area: 22,740. sq. ft. | 1.00     | 56,650.00  | 56,650.00 |
| <b>11 Asphalt Paving Service</b><br><b>2" BINDER PATCHING OF OPEN HOLES IN REAR LOT PRIOR TO PAVING</b><br><br>APPROX. 471 SQ FT  | 1.00     | 3,130.00   | 3,130.00  |
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PATCH FAILED AREA INFRONT PARKING LOT PARKING</b><br><br>-Milling and Cleanup:<br>Mill down a area of the existing asphalt front parking lot 1 to 1.5 inches, power sweep the area clean, and haul away all debris.<br>-Surface Preparation:<br>Apply and prime the existing parking lot with an oil tack coat to ensure proper adhesion.<br>-Asphalt Paving:<br>Install 2 inches of surface course asphalt and compact thoroughly to 1.5 inches.   | 1.00     | 7,950.00   | 7,950.00  |

**Nicholas Carras**

---

**From:** TMW Enterprises & Beautiful Stones <no-reply@invoiceasap.com>  
**Sent:** Monday, September 8, 2025 5:23 PM  
**To:** Nicholas Carras  
**Subject:** Your INVOICE (I250908824) from TMW Enterprises & Beautiful Stones

**INVOICE Due: \$28,400.00**

[View & Pay](#)



TMW Enterprises & Beautiful Stones

**INVOICE #**I250908824

**Due:** 09/15/2025

**Amount:** \$28,400.00

**Balance:** \$28,400.00

Hi Nick

Thank you for entrusting us with your project!

I have all my paperwork together for the registration I will call them tomorrow to see if i need to FedEx the paperwork and check to the city or if I can email it to them and pay over the phone for our contractor registration

Mean time Here is the Down payment for the work invoice for the work:

for scheduling Adriana Need to Know if the city will do a Pre paving inspection or not as that will help her get you a Firm date for the work

Please make your check payable to: TMW Enterprises

If you prefer to pay with Zelle: Click the "View Photo" button at the top of this invoice to scan the QR Code or use our mobile number: 630-772-0113

To view the invoice, simply click "View Invoice" above.

Payment Options: To avoid a service fee for credit card payments, you can:

Mail a personal check.

Use Zelle.



# INVOICE

**Paid**

**TMW Enterprises & Beautiful Stones**  
 272 Brighton Rd  
 Elk Grove Village, IL 60007  
 Office Phone: (630)350-7717  
 ty@tmwpaving.com

**INVOICE Number:** 1251013946  
**INVOICE Date:** 10/13/2025  
**Payment Terms:** 40%Down  
 Balance Upon  
 Completion Per  
 Phase  
**INVOICE Due Date:** 10/20/2025  
**INVOICE Amount:** 43,710.00  
**Created By:** Ty Ward

**Billing Address**  
 The Carras Coporation Attn. Nick Carras  
 1418 Pebblecreek Dr.  
 Glenview, IL 60025  
 Office Phone: +18479980227  
 nickc@carrascorp.com

**Job Location**  
 The Carras Coporation Attn. Nick Carras  
 12228 South Harlem Avenue,  
 Palos Heights, IL 60463  
 Office Phone: +18479980227  
 nickc@carrascorp.com

| Item Name   | Quantity | Unit Price | Total     |
|---|----------|------------|-----------|
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PAVE PARKING LOT</b><br><br>-Milling and Cleanup:<br>Mill down the existing asphalt parking lot 1 to 1.5 inches, power sweep the area clean, and haul away all debris.<br>-Surface Preparation:<br>Apply and prime the existing parking lot with an oil tack coat to ensure proper adhesion.<br>-Asphalt Paving:<br>Install 2 Inches of surface course asphalt and compact thoroughly to 1.5 inches.<br>-Striping:<br>Stripe the parking lot according to the existing layout.<br><br>Approximate Area: 22,740. sq. ft. | 0.60     | 56,650.00  | 33,990.00 |
| <b>11 Asphalt Paving Service</b><br><b>2" BINDER PATCHING OF OPEN HOLES IN REAR LOT PRIOR TO PAVING</b><br><br>APPROX. 471 SQ FT  | 0.60     | 3,130.00   | 1,878.00  |
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PATCH FAILED AREA INFRONT PARKING LOT PARKING</b><br><br>-Milling and Cleanup:<br>Mill down a area of the existing asphalt front parking lot 1 to 1.5 inches,   | 0.60     | 7,950.00   | 4,770.00  |



# INVOICE

**Paid**

TMW Enterprises & Beautiful Stones  
 272 Brighton Rd  
 Elk Grove Village, IL 60007  
 Office Phone: (630)350-7717  
 ty@tmwpaving.com

**INVOICE Number:** 1250908824  
**INVOICE Date:** 09/08/2025  
**Payment Terms:** 40%Down  
 Balance Upon  
 Completion Per  
 Phase  
**INVOICE Due Date:** 09/15/2025  
**INVOICE Amount:** 28,400.00  
**Created By:** Ty Ward

**Billing Address**  
 The Carras Coporation Attn. Nick Carras  
 1418 Pebblecreek Dr.  
 Glenview, IL 60025  
 Office Phone: +18479980227  
 nickc@carrascorp.com

**Job Location**  
 The Carras Coporation Attn. Nick Carras  
 12228 South Harlem Avenue,  
 Palos Heights, IL 60463  
 Office Phone: +18479980227  
 nickc@carrascorp.com

| Item Name   | Quantity | Unit Price | Total     |
|---|----------|------------|-----------|
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PAVE PARKING LOT</b><br><br>-Milling and Cleanup:<br>Mill down the existing asphalt parking lot 1 to 1.5 inches, power sweep the area clean, and haul away all debris.<br>-Surface Preparation:<br>Apply and prime the existing parking lot with an oil tack coat to ensure proper adhesion.<br>-Asphalt Paving:<br>Install 2 inches of surface course asphalt and compact thoroughly to 1.5 inches.<br>-Striping:<br>Stripe the parking lot according to the existing layout.<br><br>Approximate Area: 22,740. sq. ft. | 0.40     | 56,650.00  | 22,660.00 |
| <b>11 Asphalt Paving Service</b><br><b>2" BINDER PATCHING OF OPEN HOLES IN REAR LOT PRIOR TO PAVING</b><br><br>APPROX. 471 SQ FT  | 0.40     | 3,130.00   | 1,252.00  |
| <b>11 Asphalt Paving Service</b><br><b>MILL AND PATCH FAILED AREA INFRONT PARKING LOT PARKING</b><br><br>-Milling and Cleanup:<br>Mill down a area of the existing asphalt front parking lot 1 to 1.5 inches,   | 0.40     | 7,950.00   | 3,180.00  |



7607 College Drive  
Palos Heights, IL 60463

# Inspection Report

Permit # P25-1073 Date: 10/30/25 Time: 8:30 AM

Address: 1228 S Harlem Ave

Contact Person: \_\_\_\_\_ Phone: 630-772-0113

|            |                          |      |                          |     |                          |      |             |                          |    |                          |       |                          |       |                          |         |                          |      |                          |     |                          |      |                          |
|------------|--------------------------|------|--------------------------|-----|--------------------------|------|-------------|--------------------------|----|--------------------------|-------|--------------------------|-------|--------------------------|---------|--------------------------|------|--------------------------|-----|--------------------------|------|--------------------------|
|            | <input type="checkbox"/> | Pass | <input type="checkbox"/> | AWC | <input type="checkbox"/> | Fail |             | <input type="checkbox"/> | UG | <input type="checkbox"/> | Rough | <input type="checkbox"/> | Final | <input type="checkbox"/> | Service | <input type="checkbox"/> | Pass | <input type="checkbox"/> | AWC | <input type="checkbox"/> | Fail |                          |
| Footing    | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | Building    | <input type="checkbox"/> |    | <input type="checkbox"/> |       | <input type="checkbox"/> |       | <input type="checkbox"/> |         | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | <input type="checkbox"/> |
| Foundation | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | Plumbing    | <input type="checkbox"/> |    | <input type="checkbox"/> |       | <input type="checkbox"/> |       | <input type="checkbox"/> |         | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | <input type="checkbox"/> |
| Post Holes | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | Electric    | <input type="checkbox"/> |    | <input type="checkbox"/> |       | <input type="checkbox"/> |       | <input type="checkbox"/> |         | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | <input type="checkbox"/> |
| Slab       | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | Other _____ |                          |    |                          |       |                          |       |                          |         | <input type="checkbox"/> |      | <input type="checkbox"/> |     | <input type="checkbox"/> |      | <input type="checkbox"/> |

Failed Inspections REQUIRE reinspections (fees apply).

Notations MUST be corrected prior to continuance.

AWC - Approved with Comments

Final Parking Lot. OK  
10/30/26

Approved

Inspector: [Signature]

Rec'd by: \_\_\_\_\_

(708) 361-1804 [building@palosheights.org](mailto:building@palosheights.org) (708) 923-7112 fax

ORIGINAL (White) - CLIENT COPY    DUPLICATE (Canary) - OFFICE COPY

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

GLENN E. WEINSTEIN  
TEL +1.312.460.4211  
FAX +1.312.460.4201  
E-MAIL weinstein@millercanfield.com

**Miller, Canfield, Paddock and Stone, P.L.C.**  
227 W. Monroe Street, Suite 3600  
Chicago, Illinois 60606  
TEL (312) 460-4200  
FAX (312) 460-4201  
millercanfield.com

MICHIGAN  
ILLINOIS  
NEW YORK  
OHIO  
WASHINGTON, D.C.  
CALIFORNIA  
CANADA  
MEXICO  
POLAND  
UKRAINE  
QATAR

December 4, 2025

**VIA EMAIL**

Aimee Ingalls  
City of Palos Heights  
7607 West College Drive  
Palos Heights, IL 60463

Re: City of Palos Heights, Cook County, Illinois  
Jewel-Osco Redevelopment Agreement

Dear Aimee:

In accordance with our discussions, if you wish us to represent the City of Palos Heights, Cook County, Illinois (the “**City**”) in connection with assisting the City in a dispute with Jewel-Osco (“**Jewel**”) over its contest of the equalized assessed value of its property within the City and the effect of this action on the terms of its redevelopment agreement with the City, I ask that you review this letter and the enclosed **Standard Terms of Engagement** and return a signed copy of this letter to me.

**Client.** Our client in this matter will be the City of Palos Heights, Illinois (“the **Client**”). This engagement does not give rise to a lawyer-client relationship between the firm and any affiliate of the Client or other person or entity. If you wish us to represent any other person or entity, please let me know so that I can revise this engagement letter.

**Scope of Engagement.** We have been engaged to represent the Client in negotiations with representatives of Jewel regarding Jewel’s appeal of property tax valuations. Because we are not the Client’s general counsel, our acceptance of this engagement is not an undertaking to represent the Client or its interests in any other matter. Because we are not your securities lawyers, we will not, unless you specifically ask us and we agree in writing to do so, be advising you about any disclosure obligations you may have under federal, state or other securities laws with respect to any of the matters on which you have engaged us. We are not being retained and our acceptance of this engagement is not an undertaking to provide the Client or any other person or entity with any advice or guidance relating to the Corporate Transparency Act (CTA) or their obligations thereunder, to prepare, review, submit, or update any document under the CTA, or to prepare or file any entity formation or registration documents on behalf of the Client or any other person or entity.

**Staffing.** I will be principally responsible for managing this engagement. My time on this engagement will be charged at \$585 per hour. I will be assisted by one or more other members of

Aimee Ingalls

-2-

December 4, 2025

our professional staff. At present, I anticipate that I will be assisted by Mark Huddle, whose work will be charged at \$585 per hour, Pierre' Collins, whose work will be charged at \$440 per hour, and Austin Root, whose work will be charged at \$500 per hour. The staffing on this matter is subject to change, based on cost considerations, the workloads of our professional staff members, and the specific tasks to be performed. The firm periodically adjusts the rates of its professional personnel as described in the attached Standard Terms of Engagement.

**Billing and Payment.** We customarily send invoices for fees and expenses each month. We expect payment of our invoices within 30 days. Please contact me if these payment arrangements are not acceptable to you.

**Completion of Engagement.** This engagement will terminate when we perform our last services for you in this matter, whether or not the charges for those services have been invoiced or paid. Unless we are then representing the Client in another matter, the lawyer-client relationship between us will terminate at the same time.

**Standard Terms of Engagement.** Attached to this letter is a copy of our **Standard Terms of Engagement**, which are incorporated by reference into this letter, apply to and govern all engagements undertaken by the firm, and are deemed for all purposes herein to have been accepted upon your acceptance of our services. I encourage you to read this document carefully, as it is an integral part of our agreement with you regarding this engagement and contains important provisions that, along with this letter, govern our relationship.

I look forward to our working together. Please acknowledge your agreement to the terms of this letter and the enclosed **Standard Terms of Engagement** by signing where indicated below and returning it to me. If you have any questions about this engagement or any aspect of our work or charges, I encourage you to contact me promptly.

Very truly yours,

**MILLER, CANFIELD, PADDOCK AND STONE,  
P.L.C.**

By:   
Glenn E. Weinstein

/cme

Enclosure

cc: Thomas D. Colis, Esq. (via email)

**AGREED AND ACCEPTED:**

**CITY OF PALOS HEIGHTS**

Cook County, Illinois

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

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

**MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**  
**STANDARD TERMS OF ENGAGEMENT**

*Includes information provided in accordance with the Illinois Rules of Professional Conduct*

This statement sets forth certain standard terms of our engagement as your lawyers in this matter. It supplements our engagement letter with you and is an integral part of our agreement. Therefore, you should review this statement carefully and contact us promptly if you have any questions. Unless modified in writing by mutual agreement, these terms and those in the engagement letter will control our relationship. We suggest that you retain this statement and our engagement letter in your file. Our engagement is also subject to and governed by the applicable rules of professional conduct.

**How We Approach Our Work for You**

We will perform our legal services for you in accordance with our professional judgment. Any expressions by us concerning the outcome of your legal matters are expressions of that judgment but are not guarantees. Such advice or opinions are necessarily limited by the facts that you and others disclose to us and the state of the law at the time our opinions are expressed.

The person or entity we represent is the person or entity identified in our engagement letter, and the word "you" in this statement means that person or entity only. Unless we agree with you in writing, our engagement does not include representation of any affiliates of such person or entity. For example, if you are a corporation, a partnership, or a limited liability company, our representation of you does not include representation of any parents, subsidiaries, employees, officers, directors, shareholders, members or partners. If you are a trade association or other voluntary organization, our engagement does not include representing any of your members. If you are an individual, our representation does not include your spouse or other family members. If you believe this engagement includes additional entities or persons as our clients, you should inform us immediately and ask us to include those persons in our engagement letter.

Our work depends on your cooperation. Thus, you agree that you will be truthful, will preserve all relevant evidence, and will provide the firm with all information, records, documents, and personnel assistance as the firm deems necessary to perform its work, particularly in matters that require timely responses from you in order to meet deadlines. You also agree to provide and promptly update contact and other relevant information and to notify the firm of any corporate mergers or acquisitions that could affect our ability or willingness to continue our representation of you.

**Who Will Provide the Legal Services?**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

**How Our Fees Will Be Set**

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on your matter. We will charge for all time spent performing professional services for you including, by way of illustration, telephone and office conferences with you, your representatives, consultants, opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; drafting letters, agreements, pleadings, briefs, and other documents; responding to requests by your auditors; and travel. We will keep accurate records of the time we devote to your work. If you have insurance relating to the matter on which you have engaged us, and your insurance carrier pays less than the rates on which we have agreed or declines to pay for any matter on which you have engaged us, you agree to pay the difference.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted periodically on a firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors. Because these changes are made on a firm-wide basis, we customarily do not inform each client of the specific changes in the hourly rates of the personnel working on their matters. However, the rates charged by our personnel will be reflected on the invoices we send you, and we encourage you to raise promptly any questions you may have regarding our rates and any changes to them.

From time to time, you may request, and we may furnish estimates of legal fees and other charges that we anticipate will be incurred in representing you. Due to a wide range of variables, many of which are unforeseeable, these estimates are by their nature inexact and cannot be considered as limitations on the fees we will charge. The actual fees and charges ultimately billed may vary from such estimates.

With your advance written agreement, the fees ultimately charged may be based upon a number of factors, including: the

time and effort required, the novelty and complexity of the issues presented, the value of the services to you, the amount of money or value of property involved, the results obtained, and the time constraints imposed by you and other circumstances, such as an emergency closing or the need for injunctive relief from a court.

For certain well-defined services and special circumstances, we will, if requested, quote a flat fee. In all such situations, both the amount of the fee and the scope of the services to be provided must be expressed in the engagement letter. In appropriate circumstances, we may agree to provide legal services on a contingent fee basis. The terms of any contingent fee representation must be set forth in the engagement letter.

### **Additional Charges**

In addition to our fees, our invoices will include charges for expenses incurred in the performance of our legal services. Generally, charges which reflect the use of resources provided by outside vendors (courier services, court reporters, etc.) are charged at the vendor's charge to us without markup. Certain other charges reflect the utilization of firm resources or involve an integral combination of firm's resources and outside vendors (photocopying, computer research, etc.). These services are charged at standard rates which encompass both the direct vendor charge and an amount equal to the firm's estimate of an appropriate charge for the firm resources allocated to the service. While these charges may not match the firm's exact cost of providing these services in each instance, we believe that these charges are fair and generally comparable to the charges made by other firms for similar services. The current basis for these charges is set forth below. The firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the firm's costs and other factors.

**Photocopying:** The firm charges \$.10 per page.

**Computer Research:** The firm uses computer assisted research services such as Westlaw. We charge for computer research at 80% of the retail rates published by the computer assisted research services. We believe that this charge compensates the firm for providing support and ancillary services yet provides these services to our clients at a discount from retail prices.

**Mail:** Clients are charged the actual cost of postage for the U.S. Postal Service and foreign postal carriers, as well as the actual cost of air express couriers.

**Overtime:** Staff overtime is charged only when required by the time constraints of the specific project.

**Facsimile:** The firm reserves the right to charge up to \$1.00 per page for outgoing faxes, which includes all telephone costs. There is no charge for incoming faxes.

**Telephone Calls:** The firm does not charge for local or long-distance calls made or received at our office locations via land line. In cases in which a substantial number of cellular telephone calls are required in an engagement, the firm may pass on the cost of such calls charged to the subscriber.

**Travel-Related Expenses:** Airfare, meals, and related travel expenses are charged to you at the firm's actual, out-of-pocket cost. Automobile mileage is charged at the IRS approved rate. Credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the firm or you.

**Firm Messengers:** Walking messenger trips are charged at a flat rate per delivery. Driving messenger trips are charged at the firm's standard automobile mileage charge plus parking and toll charges if imposed.

**Other Costs:** The firm charges actual disbursements for third-party services like court reporters, expert witnesses, database services, and the like.

Unless special arrangements are otherwise made, payment of the fees and expenses charged by others (such as experts, investigators, consultants and court reporters) will be your responsibility and billed directly to you. All invoices in excess of \$1000 will be forwarded to you for direct payment unless other payment arrangements are made with us in advance.

### **Consent to Use of Digital/Electronic Communication and Cloud Services**

To provide you with efficient and convenient legal services, the firm will frequently communicate and transmit documents using electronic mail (e-mail), secure digital file transfer, or other digital or electronic means. Because digital and electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. You have considered these risks and have consented to our use of digital or electronic communication. In addition, the firm may rely on cloud computing services with servers located in a facility other than our offices. If so, the firm's electronic data, including emails and documents, will be stored in these servers. You understand and agree to having your communications, documents and other information stored via cloud-based services.

### **Electronically Stored Information**

If it becomes necessary to collect, review or produce a collection of discovery or other matter-related information, you expressly agree to compensate the firm for the additional costs incurred. Such information may be in hard copy form or electronically stored ("ESI"). Such costs may include, but will not be limited to, forensic investigations, information collection, hard copy document scanning, ESI processing, use of a hosted review/production platform, and encrypted storage devices (when dictated by regulatory requirements).

In this digital age, we believe it is valuable to you to help manage some of these costs. Accordingly, we offer ESI processing (the preparation of information for review) and the use of an industry leading review/production platform at rates less than that typically charged by third party vendors. The firm's current charge for ESI processing is up to \$50.00 per gigabyte (GB) for each collection of ESI submitted. The firm's current charge for use of a hosted review/production platform can vary from \$4.00 per GB to \$50.00 per GB, per month (depending on the platform operation) and applies while the information remains on the platform. The firm may also charge for client-approved external users' access to the platform at a pass-through rate of \$200 per user, per month as long as the external user has access to the platform. These charges may increase from time to time and if so, the firm agrees to provide advanced notification of any increase.

### **Payment**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt. We reserve the right to charge interest at the maximum legally permissible rate up to 1% per month or 12% per annum on amounts past due. If you have provided the firm with a retainer, you agree that the retainer, or any client funds that we may hold for you (at our discretion), will be stored in our client trust account located in Michigan. Any retainer will either be held in security for our final fees and expenses or the firm will draw against the retainer to satisfy monthly amounts owed by you.

To secure payment of the firm's fees and expenses and to induce the firm to provide and continue to provide legal services, you grant the firm all general, possessory and retaining liens and special and charging liens permitted by law, including liens on the files and property now or hereafter in the firm's possession and on any recovery obtained in connection with our engagement. You specifically grant the firm a lien on any recovery obtained from any source whatsoever for or relating to any claims asserted in litigation or in connection with the engagement, regardless of whether the recovery is the result of settlement, mediation, arbitration, judgment, or otherwise. The liens granted shall survive termination of our agreement with you.

### **Representation in Other Matters**

We are a relatively large law firm, and we represent many other companies and individuals. It is possible that, during the time that we are representing you or afterward, the interests of another client of the firm may require the assertion in litigation, business transactions, or other legal matters of positions which conflict with yours. This includes, but is not limited to, matters in which we represent entities that are competing for, or seeking to obtain or enforce an interest in, a limited pool of resources (e.g., foreclosure of a mortgage or issuance of licenses). Additionally, subject to the requirements of the rules of professional conduct which govern us, you agree that our representation of you in this matter will not disqualify the firm from opposing you in other matters, including litigation or other dispute resolution proceedings, that are unrelated to the subject matter of this representation. You waive any conflict of interest with respect to the assertion of positions and the undertaking of unrelated, but adverse, representations described in the previous sentences. You also agree that we may disclose to prospective clients the general nature of this engagement with you and the fact that you have acknowledged our ability to undertake engagements of the type described above. We will not, of course, use to your disadvantage any proprietary or confidential information we acquire from you as a result of our representation of you in this or other matters.

### **Attorney-Client Privilege**

Sometimes in the course of our representation of clients, we confront ethical or other legal issues that require that we seek the advice of an attorney, either one of our own attorneys or an attorney from another firm. As part of our agreement regarding your representation by the firm, you agree that such discussions, whether they occur during or after our engagement, are protected by the attorney-client privilege.

### **Termination of Engagement**

Our engagement as your attorneys terminates upon our completion of the services you have retained us to perform, whether or not our final invoice has been rendered or paid. If you later retain us to perform further or additional services, our attorney-client relationship will begin again with the signing of a new engagement letter.

You may terminate our engagement with or without cause at any time on by notifying us of your decision to do so. Termination of our services will not affect your responsibility to pay for services rendered and expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the rules of professional conduct which govern us, including: your failure to pay our invoices promptly, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This includes conduct that, in our view, is abusive or harasses firm personnel. Subject to the rules of professional conduct which govern us, we may also terminate our engagement by reason of your failure to abide by your consent to our representation of a client in accordance with the terms of the section entitled "Representation in Other Matters" above. If required, we will request a stipulation executed by you allowing us to withdraw as attorney of record in any judicial, arbitration, or similar proceedings. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

### **Subsequent Engagements**

If, during this engagement or thereafter, you retain us for an additional engagement, it will be presumed, absent a written agreement between us to the contrary, that the terms and conditions contained in this document will apply to such subsequent engagements.

### **Corporate Transparency Act**

Unless otherwise and expressly stated in the engagement letter, we are not being retained and our acceptance of an engagement is not an undertaking to form or register any entity on the Client's behalf. Moreover, unless we otherwise and expressly agree to do so in the written engagement letter, we are not responsible for providing the Client or any other person or entity with any review, advice, or guidance in connection with the Corporate Transparency Act (CTA) or their obligations thereunder, or for preparing, reviewing, submitting, updating, or correcting any report or submission under the CTA. Nor do we agree to update or correct the beneficial owner information for the Client or any other person or entity without a separate written engagement letter signed by an authorized representative of the firm and the Client. These disclaimers apply even if our scope of engagement generally or specifically contemplates, or we are in possession of or become aware of, facts or information that do or may result in changes in the Client's or any other person or entity's beneficial owner(s).

### **Money Laundering and Notifications to Authorities**

Laws or applicable regulators in many jurisdictions in which we operate require us to establish and utilize procedures and processes to prevent money laundering. If we know or suspect (or have grounds to suspect) that a matter or transaction involves money laundering, then we may, in accordance with our obligations under applicable statutes and regulations, be required to make certain disclosures to the relevant regulatory authorities and/or notify them of our knowledge or suspicion. Depending on the circumstances, we may not be able to, and will not, seek your consent to make any such disclosure or otherwise inform you that we have made such a notification. We are not assuming, and do not accept, any liability for any loss or damage you may suffer by, as a result of, or otherwise in connection with, any actions we take in good faith to comply with all applicable anti-money laundering legislation or other statutory or regulatory obligations to which we may be subject. In connection with our duties to comply with any anti-money laundering or other corporate due diligence requirements, we will charge you in accordance with the generally applicable terms of our engagement. Your failure to comply with these requirements or to cooperate with or assist us with our obligations under these requirements is grounds for us to terminate our relationship with you and to stop work on all matters we are handling on your behalf.

### **Alternative Dispute Resolution: Mandatory Arbitration**

Should any dispute arise concerning the services provided to you by us or the charges we make for those services and related expenses, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved through mediation, the dispute shall be settled by binding, private arbitration in accordance with the laws of the State of Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here and with the understanding that the American Arbitration Association will designate, if requested, arbitrators who have experience with the claims at issue. Judgment upon the award rendered by the

arbitrators may be entered in any court of record having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

By agreeing to participate in arbitration of any disputes regarding our services, you understand and agree that you are waiving the right to a jury trial, the right to broad discovery, and the right to an appeal on the merits. You are agreeing to confidentiality of proceedings and to share financial responsibility for the costs associated with the arbitration (including but not limited to the arbitrator(s)' compensation and any administrative fees). The scope of this agreement includes any and all claims and/or disputes arising from the services provided to you, including, but not limited to, fee disputes and claims of professional negligence. However, nothing in this provision is intended to restrict your right to report unethical conduct. If you advise us in writing that you do not agree to mandatory arbitration, you are not prohibited from agreeing to arbitrate in the future and acknowledge that in certain circumstances, arbitration can be more efficient, expeditious, and inexpensive than courtroom litigation.

#### **Client Documents**

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

We are not advising you with respect to this statement of the terms of our engagement. If you wish advice, you should consult independent counsel of your choice.

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November 25, 2025

**MKSK**

Aimee Ingalls  
Community & Economic Development Coordinator  
7607 W. College Drive  
Palos Heights, IL 60463

**RE: Trinity College Vision Plan**

Dear Aimee,

MKSK is pleased to submit this proposal to provide professional design services for the above-mentioned project. We are excited to partner with you to reimagine the Trinity College campus for the Palos Heights community.

Please review and let us know if this meets the needs of your organization and if you need us to modify any of the content.

Respectfully Submitted,  
MKSK, Inc.

*Brett Weidl*

Brett Weidl, PLA, ASLA, LEED AP  
Principal  
cell 847 910 1406  
email [bweidl@mkskstudios.com](mailto:bweidl@mkskstudios.com)

## A. Project Information

### **Background & Project Description**

MKSK understands that the City of Palos Heights desires to develop a programmatic design vision for the future of the Trinity College property. The intent of the study will be to better understand the City's desired uses, the site's opportunities, and to develop a plan that conceptualizes potential future City uses.

### **Project Location & Boundaries**

Please see Section B & C for project location and boundaries.

### **Project Schedule**

The anticipated project schedule will be 4 weeks from notice to proceed to final delivery.

### **Professional Fees & Expenses**

Please see Section E for professional fees proposal.

### **Project Team**

MKSK will provide landscape architecture and urban design services. Brett Weidl will serve as project manager, Nate Young as urban designer. The project will be managed through the City of Palos Heights, in coordination with Aimee Ingells.

### **Meetings**

The Scope of Basic Services assumes one (1) kick-off meeting and two (2) design meetings with the City of Palos Heights.

### **Assumptions**

- Existing conditions base file information shall be created with aerial photography and GIS data compiled from available online sources. Field site survey work is not included as a part of this scope.
- Drawing and file distribution is assumed to be in electronic format, hard copies of documents are an additional reimbursable expense.
- Services for market analysis, design development, construction documentation, permitting, procurement and construction administration as well as architectural and engineering support are outside of this scope but can be provided as an additional service, as requested by the City of Palos Heights.

**B. Project Location and Boundaries**





## D. Scope of Basic Services

### Task 1: Massing Diagrams

1. Conduct Kick-off meeting with the City of Palos Heights (meeting #1) to confirm scope and extents of work, determine critical design, and delivery dates. The City of Palos Heights shall determine if additional local stakeholders shall be involved in the design process.
2. Review and compile site aerial and GIS base information.
3. Develop site massing and circulation diagrams to illustrate options for future city program and uses.
4. Gather benchmark images and assemble them into a precedent study to illustrate the massing, circulation, design ideas and aesthetic considerations for the Conceptual Vision.
5. Conduct a meeting with the the City of Palos Heights and preferred stakeholders (meeting #2) to review and solicit input on the site assessment, precedent imagery, and preliminary site massing and circulation studies.

### Task 2: Conceptual Visioning

1. Prepare concept vision plan based on preferred massing option per the City of Palos Heights comments.
2. Prepare one (1) site plan of the proposed site improvements.
3. Conduct a meeting with the City of Palos Heights staff and preferred stakeholders (meeting #3) to review and solicit input on the design vision.
4. Prepare one (1) revision to the vision based on final design review comments by the City of Palos Heights and preferred stakeholders.
5. Submit final documents to the City of Palos Heights for use in future capacity building and developer negotiations.

*\*If desired, an illustrative, 3D, aerial rendering of the final vision plan may be provided for an additional fee.*

**E. Professional Fees**

The Scope of Basic Services described herein will be performed for a lump sum fee not to exceed \$6,950.00 inclusive of Direct Project Expenses.\*

\*If desired, an illustrative, 3D, aerial rendering may be provided for an additional \$3,500.00.

**Authorization**

The proposal herein is an agreement between the City of Palos Heights ("Client") and MKSK, Inc. (dba MKSK) and authorizes the services as described in this proposal.

Please find attached our standard Terms and Conditions, which are a part of this proposal.

Should these arrangements be acceptable to you, please execute both copies, retain one (1) copy for your records and return one (1) copy to this office to act as the basis of our agreement and our notice to proceed. Should another form of contract be desirable to you, please contact this office and we will begin processing immediately.

Thank you for considering MKSK for this important project, and we look forward to our continued involvement with you.

Approved By:

Client:

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Signature

Date

---

Print Name and Title

MKSK, Inc.:

*Brett Weidl*

11/25/25

---

Signature

Date

Brett Weidl, Principal

---

Print Name and Title



# MEMORANDUM

To: Finance Committee

From: Aimee Ingalls

Date: January 13, 2026

RE: Property Management for 12313 S. 71<sup>st</sup> Court

At least five (5) property management firms were contacted to see if they could service the City's property at 12313 S. 71<sup>st</sup> Ct, Palos Heights.

We only had one written proposal and one verbal proposal. The written proposal submitted by Landmark Property Management was the most economical.

## Landmark Property Management costs:

- \$300-One Time start up charge: Waived (due to promotion)
- \$175-Professional photos: If we have our own photos that they approve, we can use those.
- Monthly charges: 5% of the monthly rent.
- Leasing charge: 100% of first months rent (only for placing new tenants). Tenant pays this. Landmark keeps the first months rent for this fee. Landmark collects the rent for us so we will see rental revenue starting second month of leasing.
- \$99: Change locks unless we already have key pad. \$99 is for front door and \$69 for other doors.

## Other items:

- \$500 in an account: Maintenance reserve. This is only used as needed and anything over \$500 will be approved by City.
- Cleaning & painting: Landmark will
- We can cancel at any time with no penalty. A \$300 fee is charged if canceled within first 3 months.
- We are not charged while the unit is vacant.
- Landmark estimates fair market rent for this property is between \$3,450 to \$3,750. We will be able to determine if this price fits the market after the initial listing.
- Contract is attached.
- We must add Landmark to our liability insurance policy.

## PROPERTY MANAGEMENT AGREEMENT (“Agreement”)

### 1. Parties:

1.1 The parties to this Agreement are:

Owner: \_\_\_\_\_ City of Palos Heights \_\_\_\_\_ (“Owner”); and

Agent: Landmark Property Management, Inc. ("Agent"),

1.2 Owner warrants that Owner is the sole Owner of the Property or has unconditional authority to execute this Agreement on behalf of any Co-Owner. If Owner is not an individual, Owner is a:

Other

which was chartered and created in Illinois (State). The individual signing this Agreement for the Owner represents to Agent that he/she has the authority to bind Owner to this Agreement, to act for Owner, and is acting under his capacity as City Administrator (title) for the Owner.

1.3 Employment of the Agent: Owner hereby employs the Agent as Owner's sole and exclusive Agent and Agent to rent, manage, maintain and operate the property described below.

**2. Property Address:** \_\_\_\_\_ 12313 S. 71st Court Palos Heights, IL 60463 \_\_\_\_\_ (“Property”)

### 3. Term:

A. This agreement shall commence on 2026-02-02 and shall automatically renew on the first of the month, on a month-to-month term (“Initial Term”) until either party terminates by providing at least thirty (30) days written notice prior to the end of the month to the other party.

B. Any effective changes to this Agreement after the Initial Term must be in writing and be presented to the other party at a minimum of thirty (30) days in advance pursuant to the Notice provisions of this Agreement.

C. Either party hereto shall have the right to terminate this Agreement, for any reason or for no reason whatsoever, by delivering written notice of such party’s election to terminate to the other party pursuant to the Notice provisions of this Agreement. Such termination shall be effective thirty (30) days after the other party’s receipt of such notice. Termination of Agreement within the first six months of the Agreement execution will result in a \$ N/A charge to Owner.

D. If Owner violates any terms of service contained in this Agreement or Agent determines that effective management services can no longer be provided, Agent may terminate this Agreement immediately without notice.

### 4. Compliance with the Law:

The parties will comply with all obligations, duties, and responsibilities under all Illinois and Federal laws, including fair housing laws, and any other statute, administrative rule, ordinance, or homeowner’s association covenant applicable to the property. Owner acknowledges that as an Illinois property management company, Agent is subject to regulation by the Illinois Department of Financial and Professional Regulation and must comply with Illinois and Federal laws, rules, and regulations in the formation of this contract, and the performance of its duties under this Agreement.

### 5. Reserves:

Owner will deposit \$500 (per unit) with Agent to be held in a trust account as a reserve for Owner. Agent may, at Agent's discretion, use the reserve to pay any expense related to the leasing and management of the Property (including Agent's fees). If the balance of the reserve becomes less than \$500 at any time, Agent may withhold disbursements to Owner until the reserve is replenished. Agent is not obligated to advance any money to Owner or on Owner's behalf. In the event that the reserve balance is at any time insufficient to pay disbursements due, Owner will, immediately upon notice, remit to Agent sufficient funds to cover deficiency and replenish the reserve.

## **6. Authority of the Agent:**

6.1 Leasing and Management Authority: Owner grants limited Power of Attorney to Agent and authorizes Agent to act as its Attorney in Fact in relation to the Property to sign invoices, negotiate contractor pricing, contact and make payment to all utility companies, and other payments or duties that are the responsibility of the Owner. This limited power of attorney shall also include lease agreement signings, letters to residents, contact with Owner's contacts, act on behalf of Owner for eviction matters, and anything else required for the management of the Property. Owner also grants to Agent the following authority, which Agent will exercise at Agent's discretion:

A. Advertise and show the Property for rent at Owner's expense by means and methods that Agent determines are reasonably competitive.

B. Negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms. Agent shall, at Agent's discretion, establish, maintain and terminate tenancies with tenants of the Property. The Agent shall have sole responsibility for establishing the terms and conditions for tenancies of the Property, including but not limited to approving applicants, establishing rents, deposits, fees, pet terms, and lease terms and conditions. Agent shall not be required to present all offers to lease.

C. Terminate leases for the Property, negotiate lease terminations, and serve notices of termination; Settle, compromise, or withdraw any eviction or collection action; Negotiate and make reasonable concessions to tenants or former tenants in the Property;

D. Security deposits shall be held by Agent in a trust account on behalf of Owner and financial responsibility of such security deposits is that of Agent. The disposition of the security deposits of all tenants, whether the deposit is held by the Agent or the Owner, shall be the sole discretion of Agent. Any trust account Agent maintains under this agreement may be an interest-bearing and Agent may retain any interest. No security deposits shall be held by the Agent for any property within the City of Chicago. Owner agrees to fully indemnify, defend and hold harmless the Agent for any issues that may arise as a result of security deposit claims under the Chicago Residential Landlord Tenant Ordinance ("CRLTO"), the Cook County Residential Tenant Landlord Ordinance ("RTLTO"), and the Illinois Security Deposit Return Act ("ISDRA") or any other applicable laws governing security deposits (collectively "Security Deposit Law"). Owner will be responsible for any suits, claims, and costs that Agent may incur as a result of or arise out of Security Deposit Law claims. Owner is not allowed to hold security deposits and is responsible for transferring security deposit monies to Agent (or funding any open security deposit liabilities). In Lieu of Security deposits, Agent has implemented the Surety Bond program, facilitated through a 3rd party bond holder. Residents within the City of Chicago will be required to hold a surety bond policy. The disposition of the surety bond claim, shall be the sole discretion of the Agent. In exchange for Agent's additional services surrounding the surety bond claim, Agent will retain 10% of the awarded claim.

E. Institute and prosecute, at Owner's expense, actions to evict tenants in the Property, recover possession of the Property or hire collection agency to recover lost rent and other damages; Agent shall have authority on behalf of the Owner to terminate any lease or rental agreements covering the Property, to execute and serve such legal or other notices as Agent deems appropriate, to institute legal actions for the benefit of, and the expense of, Owner for the purpose of evicting tenants in default and to recover possession of the Premises, to recover unpaid rents and other sums due from any tenant to settle, compromise and release claims by or against any tenant, and to employ attorneys for payment of rent. Owner agrees that Agent is not responsible for the collection of delinquent

accounts. Agent assumes no liability for monies that are uncollectible or for any damages or costs related to the tenancy and the property.

F. Hire contractors to repair, maintain, or alter the Property provided that Agent does not expend more than \$500.00 for any single repair, maintenance item, or alteration without Owner's consent, unless the repair is deemed as an emergency by Agent. For any Urgent necessary repairs, the Agent will contact the owner for approval. If written approval is not provided by the owner within a twenty-four (24) hour time frame, then the Agent, in its sole discretion, will reserve the right, in good faith, to perform any urgent necessary repairs.

G. Hire contractors to make emergency or necessary repairs to the Property, without regard to the expense limitation above, that Agent determines are necessary to protect the Property or the health or safety of a tenant. Emergency repairs include, but are not limited to: HVAC failures, water heater repairs/replacement, water line breakage, sewage backflow, clogged toilet (when there's only one toilet in the property), or roof failures. Agent is not required to notify Owner prior to the repair or by any other means than the monthly statement if the repair is below the \$500.00 limit. Owner will be notified within the next business day if an emergency repair that exceeded the \$500.00 limit was completed.

H. Contract, at Owner's expense, in Owner's name for all utilities and maintenance to the Property, and other regularly recurring expenses that Agent determines are reasonable to maintain and care for the property.

I. Perform other services deemed necessary by Agent, related to the leasing and management of the Property. Administrative Fees: If Agent collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, posting fees, returned check fees, reletting fees, late charges, or other customary fees, Agent will retain such fees as compensation under this agreement. Agent need not account to Owner for such fees and these administrative fees are earned and payable at the time Agent collects such fees.

## 6.2. Record Keeping:

A. Agent will maintain accurate records related to the Property and file Form 1099 with the Internal Revenue Service related to funds received on behalf of Owner.

B. Agent will remit, on or about the 20th day of each month, the following items to Owner: funds transferred electronically, collected by Agent for Owner under this agreement less deductions and charges, directly to Owner's bank account; and a statement of disbursements, delivered electronically.

6.3 Deductions and Offset: Agent may disburse from any funds Agent holds in a trust account for Owner: Any compensation or reimbursement due Agent or other vendors under this agreement.

## 7. Owner's Representations:

A. Owner is responsible for and not delinquent in the payment of any property taxes, Owner's association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;

B. The Property is not subject to a lis pendens or any legal action, including bankruptcy;

C. Owner agrees to furnish Agent with funds, as requested by Agent, as needed to cover all fees, repairs, and maintenance within 48 hours from the agent's formal request. Repairs over \$500.00 are subject to payment prior to work being scheduled.

D. Owner and Agent are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of a tenant. Owner is obligated under the Illinois law to repair any

such condition for a tenant. Owner represents that Owner is not aware of any condition concerning the Property that materially affects the health or safety of a tenant.

E. Owner is not bound by another Agreement with another broker or manager for the leasing, management, or sale of this Property that will affect the timing of this Agreement. Should Owner enter into an Agreement with another manager, this Agreement can be terminated without notice and be subject to all cancellation fees.

F. Owner has fee simple title to and the legal capacity to lease the Property.

G. No person or entity has any current rights to purchase, lease, or acquire the Property by an option, right of first refusal, or any other Agreement.

H. Owner represents the Property does not have any building violations or other code/habitability issues ("Building Violations") that has not yet been cured or resolved at the time the execution of this Agreement. Owner agrees to promptly and expressly notify Agent of Building Violations prior to execution of the Agreement or upon receiving notice during the Initial Term.

**8. Owner's Cooperation;** Owner agrees to:

A. Not hold Agent responsible for personal property left by the Owner on the Property. Owner will remove all personal property from the Property, prior to the start of this agreement.

B. Not contact, deal with, or negotiate with any prospective or current tenant in the Property concerning any matter related to the management or leasing of the Property, but refer all such dealing to Agent

C. Not enter into a listing agreement or property management agreement with another Agent for the rental, leasing, or management of the Property to become effective during this agreement

D. If Owner does NOT want Agent to perform a lease renewal, Owner must notify Agent in writing a minimum of one hundred and fifty (150) day prior to the lease expiration date.

E. Not list the property for sale except during the last twenty (20) days of any lease agreement and with prior written notice to Agent, forty-five (45) days prior.

F. Abide by all Federal, State, and Local Fair Housing Laws.

G. If the Property is vacant, the Owner may choose to coordinate repairs, however during this time period Agent will not advertise the property for rent until the repairs are completed.

H. Retain only insured and licensed contractors, sub-contractors and/or vendors to perform repair or maintenance services on the Property

I. Owner acknowledges that due to the ineffectiveness of service, the Agent will not manage or coordinate a home or appliance warranty of any kind.

J. Owner acknowledges that management of the property will not commence until all of the required onboarding documents have been received by Agent and all applicable onboarding fees are paid in full.

K. Owner agrees to enroll in the ComEd / Nicor / Peoples Gas Landlord program for said utility services. Once enrolled, Landmark will not be responsible for monitoring any of the listed utility services for either building or

individual unit accounts. When vacant, any strong deviations or abnormalities in usage should be reported to LPM. Failing to enroll your unit & building (when applicable) into the Landlord program will result in a \$25.00 per month fee until successfully enrolled.

## 9. Owner's Insurance:

A. At all times during this Agreement while this Property is under management, Owner must maintain in effect a public liability insurance policy (homeowner's insurance) that covers losses to the Property in an amount not less than \$1,000,000.00 per occurrence/\$2,000,00.00 in the aggregate. This will include an amount equal to the reasonable replacement cost of the Property's improvements and containing endorsements showing the insured party is aware that the Property will be leased to prospective tenants. **It is required that the Owner name *the Agent and/or its assigns* as an "Additional Insured" on their Owner's Insurance Policy. "Additional Interested", "Secured Interested Parties", "Servicing Agent", or anything other than "Additional Insured" will NOT be accepted as valid.** Owner will furnish Agent with certificate evidencing liability insurance naming the Agent as an additional insured within 15 days after the date of this Agreement and before any managed property is offered for rent or other occupancy; In the event of an assignment of this Agreement by the Agent, Owner agrees to maintain insurance consistent with the terms of this paragraph and will amend its insurance policy naming the assignee as an additional insured on Owner's Insurance Policy.

B. This Agreement will also serve as Owner's authorization to obtain and discuss any claim regarding this Property with the Owner's insurance company; and

C. Owner is responsible for notifying insurance company if Property remains vacant for more than sixty (60) consecutive days.

## 10. Agent Fees:

This Paragraph 10 survives termination or expiration of this agreement with regard to fees earned during this Agreement, which are not payable until after its termination. Agent may deduct any fees from any funds Agent holds in trust for Owner.

### A. One Time Fees:

- **Onboarding Fee for New Properties:** A one-time onboarding fee of \$300.00 per unit will be collected prior to the start of the management agreement, for new properties. Onboarding of the property will not commence until onboarding fees have been paid in full.

Waived

### B. Monthly Fees:

- **Management Fees:** Each month, Owner will pay Agent 5% of the scheduled monthly rent or \$125.00 per unit per property (whichever is greater) for all occupied units, paid in advance.

### C. Annual Fees:

- **Lease Renewal:** Each time a tenant in the Property renews or extends a lease, Owner will pay Agent a renewal fee of \$299, due and payable at the time the lease is executed.
- **Year End Reports & 1099:** At year-end, Owner will receive an annual cash flow report and IRS Form 1099 electronically and in the Owner Portal. An annual charge of \$99.00 per Owner/Entity will apply.

Waived 1st year

- **Technology Fee:** Technology is rapidly changing and this \$99.00 fee (per unit) allows us to spend resources researching, testing, and subscribing to the best technology in the industry.

Waived 1st year

- **Seasonal HVAC Tune-Up Program:** Owner hereby authorizes Landmark Property Management (“LPM”) to perform a seasonal HVAC tune-up for each HVAC unit under management at a cost of \$99.00 per unit (or \$139.00 per boiler system). This preventative maintenance service shall be automatically scheduled and billed annually unless otherwise requested in writing by Owner. The tune-up shall include a system inspection, cleaning, and efficiency check intended to reduce the risk of emergency HVAC failures and maintain tenant comfort.

#### **D. Additional Fees (if Applicable):**

- **Leasing Fees for New Tenancies:** Each time the Property is leased to a new tenant, Owner will pay Agent a leasing fee of 100% of one month's rent for a twelve (12) month lease. Any lease length longer or shorter than twelve (12) months, leasing fee will be prorated based on the lease term. For example, an eight (8) month lease would be charged at 66% of one (1) month's rent, a fifteen (15) month lease would be charged at 125% of one (1) month's rent, etc. Any lease length longer than 15 months will be capped at 125% of 1 month's rent.
- **Marketing:** Prior to a property being listed for rent, Owner will pay Agent a marketing investment of \$175.00 per unit for the premium marketing package. This includes professional photography, video tour, 3D virtual tour, 3D floor plans and syndication to over 80 of the top rental websites for maximum exposure and decreased vacancy.
- **Service of Notices:** If hand service of a notice (i.e., 5, 10, or 30 day) is required, Owner will pay Agent a service fee of \$100.00 per notice. Each fee will cover three service attempts. If service is unsuccessful after three attempts, a special process server will be engaged at an additional cost of \$250.00 per notice.
- **Inspection:** Upon request Agent will coordinate and perform a property inspection for \$149.00. Inspections will be documented and sent to the owner in report format.
- **Discounts/Tenant Fees:** Agent will make reasonable efforts to collect rents, administrative charges, and other amounts receivable on Owner's account in connection with the management and operation of the Property. Such receipts shall be deposited in the Agent's trust account. Agent may collect and retain for itself the following fees such as, but not limited to, lease preparation, move-in orientation, animal administration, pet rent, vendor payment discounts, NFS fees, late fees, month-to-month fees, application and credit check fees, and lease renewal fees.

#### **11. Management services do not include:**

Normal property management does not include negotiating cash for keys agreements, collection of past due rent prior to management start date, tenant eviction coordination, monthly inspections, homeowner meetings, providing on-site management, property sales, preparing Property for sale, coordination of vendors not approved by Agent, supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, legal proceedings, coordination of expired or terminated insurance, or insurance related paperwork and estimates. If Agent performs services not included in normal property management or specified above, Owner shall pay Agent a fee of \$75.00 per hour. For fire restoration, rehabilitation, major repairs or insurance claims, Owner will pay the full cost of such repairs plus an oversight fee of 15% of such repairs. Owner acknowledges and agrees that Agent may charge an administrative fee or markup on maintenance, repair, or service invoices coordinated by Agent on behalf of Owner. This markup is intended to cover Agent's time and administrative costs in arranging, supervising, and processing such services. Agent represents that all third-party vendors or contractors used will be independent and that any such markup or administrative fee retained by Agent is not a commission or rebate from the vendor, but a management fee as authorized by this Agreement.

## **12. Liability and Indemnification:**

A. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by Owner or by Agent under Agent's authority under this agreement. Owner agrees to hold Agent harmless from all claims related to any such contracts.

B. Owner agrees to protect, defend, indemnify, and hold Agent harmless from any damage, costs, attorney's fees, and expenses that: (1) Are caused by Owner, negligently or otherwise; (2) Arise from Owner's failure to disclose any material or relevant information about the Property; (3) Are caused by Owner giving incorrect information to any person; or (4) Are related to the management of the Property and are not caused by Agent, negligently or otherwise. (5) Owner represents that the Property complies with the legal requirements regarding health and safety. Landlord agrees to indemnify and hold Agent harmless if the Property does not comply with the legal requirements referenced.

C. Agent is not responsible or liable in any manner for:

- (1) Monies that are uncollectable or for any damages or costs related to the tenancy or Property;
- (2) Any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property;
- (3) Any willful neglect, abuse or damage to the Property by tenants, vandals, or others nor loss or damage of any personal property of Owner;
- (4) Any monies already collected for rent that is required to be returned to third-party rental payment providers (i.e. CHA, etc.) as a result of that third-party rental providers contractual policies or applicable laws; or
- (4) Any liabilities for bankruptcy or failure of the bank where escrow funds are deposited.

D. Agent is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Agent's negligence, including but not limited to injuries or damages caused by:

- (1) Other Agents, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
- (2) Acts of third parties (for example, acts of God, vandalism, theft, or criminal acts);
- (3) Freezing or leaking water pipes including damage to sprinkler systems due to freezing temperatures;
- (4) A dangerous condition or environmental condition on the Property; or
- (5) The Property's non-compliance with any law, code, or ordinance.

E. Owner acknowledges that Agent accepts credit card payments for tenant rent and other charges. While Agent facilitates these transactions as a convenience to tenants, Owner understands and agrees that in the event of a tenant chargeback, dispute, or default, the owner remains ultimately responsible for any unpaid amounts. If a chargeback occurs and the funds are not recovered from the tenant, Agent shall notify Owner, and Owner shall promptly reimburse Agent for the disputed or reversed funds. Owner agrees to indemnify and hold harmless the Agent from any losses resulting from tenant chargebacks, non-payment, or disputes related to credit card transactions.

## **13. Early Termination:**

Either of the Parties will have the right to terminate this Agreement, for any reason or for no reason whatsoever, by delivering written notice of such party's election to terminate to the other party pursuant to the Notice provisions of this Agreement. Such termination shall be effective thirty (30) days after the other party's receipt of such notice. Termination of Agreement within the first three (3) months from when the Agreement was executed will result in a \$300 early termination charge to Owner ("Early Termination Fee").

A. Termination for Cause. Notwithstanding anything to the contrary herein, Owner shall have the right to immediately terminate this Agreement if Owner determines, in its reasonable discretion, that (i) Agent defaulted in its obligations

under this Agreement; (ii) Agent files a petition for relief in bankruptcy, reorganization or arrangement is filed by or against Agent or any affiliate of Agent; (iii) Agent causes or suffers to be caused waste to the Property; or (iv) Agent or its employees, contractors or representatives have acted with negligence, neglect or misconduct. Such termination by Owner shall be without prejudice to any other right or remedy that Owner may have pursuant to this Agreement, at law or in equity. Agent will be afforded a period of ten (10) days after written notice from Owner or Owner's lender to cure any default under subsection (i) or (iii) above. If Owner defaults in its obligations under this Agreement, Agent may terminate this Agreement by delivering a written termination notice to Owner, which termination shall be effective as of the date upon which Owner receives such written notice from Agent.

B. Effect of Termination. The termination of this Agreement for any reason will not affect any right, obligation, or liability which has accrued under this Agreement on or before the effective date of the termination, including any Management Fees prorated to the date of termination. Upon termination, Owner shall retake possession of the premises, subject to the right of any tenant rightfully in possession. Upon termination of this Agreement for any reason, Agent shall cooperate with Owner in an effort to achieve an efficient transition and shall, before receiving final payment of any fees, deliver to Owner, or to such person as Owner may direct, all Property Documents, books, records and accounts, rent rolls, insurance policies, files, and other materials relating to the Property, including without limitation any bank account signature cards or other documentation required to transfer sole control over the property accounts to Owner or its designee. Within forty-five (45) days (seventy-five (75) days for properties with subsidized housing units) after the termination of this Agreement, Agent shall deliver a final funds and accounting to Owner reflecting all income and expenses of the Property as of the date of termination. In the event Owner has multiple properties managed by Agent, Owners property reserves shall be increased to \$750.00 per unit. Funds in excess of the increased reserves shall be disbursed on the 20th of the next month following termination date. Increased reserves will be held until the end of the standard forty-five (45) day close out period. In the event the unit is vacant and LPM has an active rental listing, the listing agreement will be cancelled effective immediately at notice date rather than termination date

#### **14. Evictions:**

Agent will attempt to collect all outstanding payments when and if a tenant is in arrears. The Agent shall utilize its own discretion as to when to initiate an eviction proceeding against any tenant who has failed to pay rent. Agent has the unilateral right to hire attorneys on behalf of the Owner for the purposes of assisting in collecting rent or initiating eviction proceedings. Owner agrees to assign all rights it may have to pursue an eviction to Agent on Owner's behalf. Any costs incurred by the Agent in collecting rents or in connection with any eviction proceeding, including but not limited to attorney fees/costs, court costs, process server fees, and sheriff fees shall be paid in full by Owner upon presentation of an invoice by Agent. Should Owner elect to handle evictions his or herself, Owner may do so by giving written notice to the Agent, however, this does not relieve Owner of payment for previous outstanding invoices and expenses owed to Agent. In addition, eviction actions performed by Owner shall relieve Agent of all responsibility of eviction other than render all pertinent documentation of Property that was collected by Agent during management period.

#### **15. Attorney's Fees:**

If Owner or Agent is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees not to exceed \$1,000.00.

#### **16. Agreement of Parties:**

A. Entire Agreement: This document contains the entire agreement between parties and is not based upon any other representation whatsoever, expressed or implied, except herein contained. The Agreement cannot be modified except in writing by the parties.

B. Assignments: Agent may assign its rights and delegate its duties under this agreement without Owner's consent, provided that the assignee agrees to assume and perform each and every covenant and term of this agreement applicable to Agent.

C. Binding Effect: This agreement is binding upon all parties, their heirs, administrators, executors, successors, and permitted assignees. The laws of the State of Illinois govern the interpretation, validity, performance, and enforcement of this agreement.

D. Joint and Several: All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.

E. Governing Law: This Agreement shall be governed by the laws of the State of Illinois, County of Cook. Owner and Agent expressly submit to the jurisdiction of the State of Illinois, County of Cook and agree that venue in any litigation touching or concerning this Agreement shall be proper ONLY in Illinois.

F. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected, and all other provisions of this agreement will remain valid and enforceable.

G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, or e-mail address. All terms and conditions of this agreement are subject to change by Agent, with a thirty (30) day notice to Owner.

~~H. Sale of Property: If Owner elects to sell the property, Agent has the right of first refusal to represent Owner as the Listing Agent, with a commission due to Agent at the time of closing equal to five percent (5%) of the sales price. If a tenant procured by Agent purchases the property from the Owner during the term of this agreement, or within twelve (12) months after its termination, Agent will be paid a sales commission equal to four percent (4%) of the sales price at the time of closing. Agent may be a Dual Agent when selling Owner's property.~~

I. Fair Housing: Federal and State fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, age, familial status, marital status, sexual orientation / transgender status. Owner agrees that Agent has to comply with all fair housing legal requirements at all times. Owner acknowledges that liability for failure to comply with fair housing legal requirements also extends to Landlord. Owner agrees to comply with all fair housing legal requirements at all times. Owner shall not directly or indirectly cause Agent to violate any fair housing legal requirements. Owner shall not issue any directive to Agent, take any action, or exercise any discretion if the result would cause Agent to be liable for violation of any fair housing legal requirement. Owner agrees to not limit Agent's ability to comply with all fair housing legal requirements.

J. Smoke and CO Detectors: Illinois law requires smoke and carbon monoxide detectors be installed in rental property. These devices will be checked, and fresh batteries installed, or devices replaced, each time a new tenant occupies the property, at the Owner's expense.

K. Locks: All locks will be replaced at the beginning of the management agreement and unit locks will be rekeyed each time a new tenant occupies the property, at the Owner's expense. The first door lock change will be billed at \$99.00, every lock thereafter will be billed at \$69.00 per door.

L. Normal Wear and Tear: The Owner understands that some "wear and tear" expenses will occur and that these costs cannot be charged to a Tenant and realizes Owner will incur these expenses. Upon renting, the law recognizes the property as a business and requires Owner to expect some expenses for cleaning and maintenance as "normal wear and tear" while operating a rental property. For the purposes of this agreement, the following items are considered normal wear and tear: painting between tenancies, traffic wear in carpet, carpet replacement after 3 years, scuffed hardwoods

and tile, cleaning between tenancies, worn toilet seats, replacement of blinds, replacement of lightbulbs, replacement of furnace filters, caulking, tree and bush trimming, lawn maintenance, gutter cleaning, and yard clean up.

M. Service Animals: Owner understands that state and federal law govern “service animals” and “emotional support animals”, and those animals are NOT legally considered pets, and therefore pet policies do not apply.

N. Termination: Agreement may be terminated by either party upon (30) days written notice. Notwithstanding any provision to the contrary, Agent may terminate this agreement for cause by giving Owner thirty (30) days written notice. Upon termination, Owner shall retake possession of the premises, subject to the right of any tenant rightfully in possession. Owner’s proceeds shall be distributed by Agent forty five (45) days after termination, unless outstanding Agent or third-party obligations remain, in which case distribution shall be accomplished immediately after the last such obligation is satisfied. If this Agreement terminates before, at the same time, or within thirty (30) days after an expiring tenant lease agreement, the Owner shall be responsible for completing the security deposit disposition to the tenant or ex-tenant.

O. Legal Advice: Agent cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing. Owner consents that it was given the opportunity to obtain legal advice from an attorney before signing of this Agreement.

P. In the case of a pending foreclosure, Agent may freeze all Owner related funds and withhold disbursements.

R. THIS FORM HAS NOT BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION.

*[Remainder of page left intentionally blank. Signature page follows.]*

WHEREOF, the parties hereto have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Landmark Property Management, Inc.

By: \_\_\_\_\_  
Authorized Signature

Owner/Authorized Agent's Signature: \_\_\_\_\_

Owner/Authorized Agent's Name: \_\_\_\_\_ City of Palos Heights \_\_\_\_\_

Ownership Entity Name (If Applicable): \_\_\_\_\_ City of Palos Heights \_\_\_\_\_

## PMA Guarantees Addendum

### **1.) Satisfaction Guarantee**

We are so committed to excelling that we back it up with our Happiness Guarantee. If at any time, for any reason, you are not completely happy with our services and want to leave us, you may cancel your property management agreement without penalty with 30-days' notice. The notice period allows for a smooth professional transition for the tenant, wraps up any outstanding maintenance items and invoices, and assignment of the lease and security deposit funds properly over to you.

### **2.) Response Time Guarantee**

Landmark Property Management strives to be readily available to our owners and quick to respond to owners' communication. If at any time an owner is not responded to within 8 business hours (business hours being between 9:00am to 5:00pm CST, Monday through Friday, excluding holidays), the owner will receive a credit to their account equal to that month's management fee\*\* charged for the property the owner is inquiring about. The 8 Hour Response Guarantee is limited to the amount of \$125, no more than one occurrence per Owner, every 12 months, and limited to emails or texts sent directly to your Landmark Property Management Owner Relations Representative.

### **3.) Eviction Guarantee**

If we have to evict a tenant that we placed with 12 months of placement, we will cover your attorney fees up to \$2000/case.

At Landmark Property Management, we stand by the quality of our tenant placements. In the rare event that an eviction becomes necessary for a tenant we've placed within the first 12 months, we pledge to support you. We will shoulder the burden of attorney fees and court costs related to the eviction process, covering costs up to \$2,000 per case. This is our commitment to ensuring peace of mind and trust in our tenant selection process.

A voluntary move out and Cash for Keys (of a minimum offer of one month's rent) must be offered prior to filing for eviction.

### **4.) Rental Guarantee**

We guarantee that we can find an approved tenant for your home in 28 business days, or the first month of management fees for that particular unit are free.

The last thing you want to do is have your home sit on the market for 30, 60, or even 100 days. Many owners fear this may happen when renting their home. We want to put your minds at ease. We guarantee that we will find the right tenant for your home within 28 days, or your monthly management fee is waived for the first month.

Conditions for the 28 Day Rental Guarantee:

1. Landmark Property Management will set a market rental rate based on current market analysis.
2. The unit must be vacant.
3. Property must allow approved pets (maximum of 2, Landmark Property Management restrictions apply).

4. The home must be ready, per Landmark's Standards for a tenant to move in (make ready complete before listing the property for lease, neutral paint colors, passed inspections if required, etc).
5. The 28 days guarantee period doesn't start until the business day following the signing of the Listing Agreement.

### **5.) Pet Damage Guarantee**

Our Pet Damage Guarantee will reimburse you up to \$2,000 in pet damage (to a maximum of \$2,000 per lease) if these costs exceed the amount of the tenants' security deposit or surety bond policy.

All legal fees incurred or charges for pet damage will first be billed to the resident. Landmark Property Management will first attempt to collect funds from resident to reimburse owner. If Landmark does not collect these funds from residents, then Landmark will pay these expenses within the coverage limits stated above.

All amounts due from residents for pet damage will first be deducted from the resident's security deposit , and Landmark will pay any amount over the security deposit to the maximum payout amount (not to exceed \$2000 in coverage). Landmark will have a first claim position against residents for any payment(s) recovered.

All payouts by Landmark will be made after the resident has vacated the premises and after the completion of the security deposit disposition by Landmark.

Any lease or pet administration fees charged to the resident will be retained by Landmark Property Management. \*\*The Pet Guarantee is only applicable on leases and tenancies where additional fees are allowed under all laws and rental programs\*\*

Conditions for the Pet Damage Guarantee:

1. Damage must be clearly identifiable as pet caused damage.
2. Resident must have also completed the Landmark Application process (including the pet screening requirement). Landmark will not be held liable for pets that were allowed on premise without Landmarks permission or pet screening profile on file.
3. This guarantee applies only to animals approved by Landmark Property Management and does not apply if a resident has an unapproved animal.
4. This guarantee excludes service animals and emotional support animals per Fair Housing guidelines.

**Select One:**

### **6.) Leasing Fee Guarantee**

If a tenant breaks their lease before the first term is up, a new tenant will be secured and the leasing fee will be prorated.

For example, if a leasing fee of \$2,000 was paid and the tenant breaks the lease with three months left, the leasing fee for securing the next tenant will be the normal fee less \$500.00.

Calculation:  $\$2,000 / 12 = \$166.67 \times 3 = \$500.00$ .

This excludes a tenant buying out of their lease before the first term is up. This further excludes tenants that LPM inherited and any military/government required relocations.

**General Conditions for all Guarantees**

1.) Landlord accounts with Landmark Property Management must be in good standing and with no violations of the terms of the Property Management Agreement.

2.) Termination of the Property Management Agreement shall cause enrollment in any and all guarantees to immediately terminate and Landmark Property Management shall not be responsible for any claims either past or future.

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Owner / Authorized Agent

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Landmark Property Management

### **Rent Ready Requirements Addendum**

It is understood by \_City of Palos Heights \_\_\_\_\_ (“Owner”) that Landmark Property Management (“LPM”) requires a certain level of standards that must be met to effectively manage the Owners unit. To comply with both internal and state rental housing requirements, including the Implied Warranty of Habitability in Illinois, every property must meet the below list to be fully advertised and be ‘Rent-Ready.’ It is agreed that after work is completed, Landmark will send a LPM representative to do a final walk through and approve completed work.

#### **Requirements:**

1. Professionally cleaned to ‘Hotel Room Clean’
2. Carpet professionally cleaned and looking fresh
3. All painted surfaces fresh with no mis-match touch-up areas and repainting must be done corner to corner. Color scheme must be neutral and renter friendly.
4. All bedroom windows must have vertical or mini-blinds
5. No personal property or items in the unit. This includes furniture, knickknacks, toiletries, shower curtains, Kleenex boxes, kitchen or bathroom items, soap dispenser, pictures, etc.
6. No lawn equipment including mowers, tools, etc.
7. Garage floor swept
8. No exterior debris
9. Lawn cut and trimmed
10. Landscaping fresh and clean
11. Carbon monoxide detectors installed within 15 feet of each bedroom. ONLY wall mounted, NO plug-in units.
12. Smoke detector on each floor
13. Smoke detector in each bedroom
14. All light bulbs working
15. Doors open & close smoothly and doorstops installed on all doors
16. Bathroom caulking must be fresh and free of any mildew

17. All mechanical components working as designed. Includes HVAC, plumbing and electrical systems, kitchen appliances, overhead garage doors, laundry appliances, sump pumps, water softeners, sprinkler systems, swamp coolers, gas fireplaces, water filtration systems, etc.
18. Safety railings secure
19. Exterior window wells require covers
20. Wood-burning fireplace(s), if operational, shall be clean of any debris and have a fireplace screen or heat-proof glass doors installed. If non-operational, the fireplace opening on the interior of the home shall be permanently sealed with an aesthetically pleasing material.
21. Any and all trip hazards must be remedied so that the unit is deemed habitable
22. Owner must provide 3 full sets of working keys to their home / unit. Including any applicable mail box, garage, and additional amenity / storage room keys. (1 master set, 2 sets to provide to new resident)

**Recommendations:**

1. All windows in bedrooms and living areas (except basement windows) should have vertical or mini blinds.
2. No draperies on windows
3. All windows should have screens

This list is not meant to cover each and every make-ready required item, but it does list some of the most important and often overlooked.

Acknowledgement of agreement:

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(Owner)

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(Landmark Agent)

Landmark Property Management

Office@landmarkrgc.com  
312-313-8553

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|   |  |  |
|---|--|--|
| <b>Print or type.</b><br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br/> <span style="font-size: 1.2em;">City of Palos Heights</span></p>  |  |
|   | <p><b>2</b> Business name/disregarded entity name, if different from above</p>   |  |
|   | <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                      <input type="checkbox"/> C Corporation                      <input type="checkbox"/> S Corporation                      <input type="checkbox"/> Partnership                      <input type="checkbox"/> Trust/estate<br/> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br/> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br/> <input type="checkbox"/> Other (see instructions) ▶ _____             </p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: 0.8em;">(Applies to accounts maintained outside the U.S.)</p> |
|   | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>  | <p>Requester's name and address (optional)</p>   |
|   | <p><b>6</b> City, state, and ZIP code</p>  |  |
|   | <p><b>7</b> List account number(s) here (optional)</p>   |  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |  |  |   |  |  |   |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  | - |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |   |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  |   |  |  |   |  |  |  |  |
|                                       |  |  |  | - |  |  |   |  |  |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**CHICAGO ASSOCIATION OF REALTORS®  
DISCLOSURE OF INFORMATION ON RADON HAZARDS  
(For Apartment Leases)**



**RADON WARNING STATEMENT**

*Every tenant interested in leasing residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The landlord leasing the property has agreed to provide the tenant with any information on radon test results of the dwelling showing elevated levels of radon in the owner's possession.*

*The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator. Tenants may also benefit from having an indoor radon test performed prior leasing any residential real property.*

**LANDLORD'S DISCLOSURE** (initial each of the following which applies):

- \_\_\_\_/ \_\_\_\_ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. Explain:\_\_\_\_\_.
- \_\_\_\_/ \_\_\_\_ (b) Landlord has provided Tenant with all available records and reports pertaining to elevated radon concentrations within the dwelling.
- \_\_\_\_/ \_\_\_\_ (c) Landlord has no knowledge of elevated radon concentrations in the dwelling.
- \_\_\_\_/ \_\_\_\_ (d) Landlord has no records or reports pertaining to elevated radon concentrations with the dwelling.

**TENANT'S ACKNOWLEDGMENT** (initial each of the following which applies):

- \_\_\_\_/ \_\_\_\_ (e) Tenant has received copies of all information listed above.
- \_\_\_\_/ \_\_\_\_ (f) Tenant has received the IEMA approved Radon Disclosure Pamphlet.

**AGENT'S ACKNOWLEDGMENT** (initial if applicable):

- \_\_\_\_/ \_\_\_\_ (g) Agent has informed Landlord of its obligations under Illinois law, if any, to provide this Radon Disclosure.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and each party certifies, to the best of the party's knowledge, that the information the party provided is true and accurate.

\_\_\_\_\_  
Landlord's Name (print)

\_\_\_\_\_  
Landlord's Name (print)

\_\_\_\_\_  
Landlord's Signature Date

\_\_\_\_\_  
Landlord's Signature Date

\_\_\_\_\_  
Tenant's Name (print)

\_\_\_\_\_  
Tenant's Name (print)

\_\_\_\_\_  
Tenant's Signature Date

\_\_\_\_\_  
Tenant's Signature Date

**Landmark Property Management**  
\_\_\_\_\_  
Agent's Name (print)

\_\_\_\_\_  
Agent's Name (print)

\_\_\_\_\_  
Agent's Signature Date

\_\_\_\_\_  
Agent's Signature Date

PROPERTY ADDRESS: 12313 S. 71st Court UNIT #/a CITY: Palos Heights ZIP 60463

**\*\*The following information will be used to send owner funds on a monthly basis. The owner of this bank account must be the owner or entity whose information was provided in the W9 above\*\***

**Banking Information:**

Routing Number:

Account Number: