

Contracts and Agreements Cover Page

Year: 2008 Legistar File ID #: 2008-0789

Multi Year: Amount: \$30,000

Contract Type: Consultant

Contractor's Name: Nicolosi & Associates, LLC

Contractor AKA:

Start Date: n/a

End Date: n/a

Renewal Date: n/a



Department: Village Manager/Development Services

Department Contact: Paul Grimes/Karie Friling

Contract Description: Complete 19 point Scope of Service

Notes:

Orig: Clerk's office

**Writer's Direct - Extension No. 101
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Direct Fax No: 815.229.4960
Email: paul@nicolossilaw.com
Cell Phone: 815.378.2454**

January 29, 2009

Paul G. Grimes
Village Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462-3167

Village Manager's Office

FEB 2 - 2009

VILLAGE OF ORLAND PARK

Dear Mr. Grimes:

Thank you for selecting Nicolosi & Associates to represent the Village of Orland Park on the Triangle Project. Please allow this letter to outline the terms of our engagement with the Village and the scope of services we will provide. Should the contents of this letter meet with your approval, please sign where indicated and return to our office. If there are any items you would like to see modified, please contact me and we can make the appropriate changes.

We understand that the Village has identified the Main Street Triangle as an area to target for development, and that a Tax Increment Financing District has been established in the area. While a good deal of development of the area has taken place, including the construction of a new Metra Station, there are approximately 20 acres of land at the corner of LaGrange Road and 143rd Street that are in need of redevelopment. Some possible identified uses for the Triangle area include commercial, restaurant, office, residential and parks/recreation. Currently, the Village is in the process of soliciting Developer Proposals for a range of projects, from development of individual parcels to a complete development of the entire remaining property.

Our firm will assist the Village in identifying a proposal or package of proposals that will best serve to achieve the goals of the Village, be consistent with the approved Master Plan and provide a long-term partner for the Village. We envision that the majority of the work on the Project will be performed by our attorneys; however, we may have the need to utilize the services of our affiliated consulting firm, The Buckley Companies, throughout the representation of the Village on the Project.

Philip A. Nicolosi
1923 - 2001

Paul S. Nicolosi
Managing Partner

Gino Galluzzo

Gregory E. Cox*
**Also Licensed in WI*

Gilbert R. Dizon

Aaron N. Szeto

Linsey Neyt

**Also Licensed in WI*

Kelly Morton

Kim Dixon, Paralegal

Corporate & Partnership Law

Family Business Planning

Employment Law &

Immigration

Environmental Law

Estate Planning & Elder Law

Wills & Trusts

Municipal Law

Real Estate Law

Litigation & Dispute Resolution

Paul G. Grimes
January 29, 2009
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Our team will provide the following scope of services to the Village:


1. Analysis of Proposals from Shiner and Trammell Crow, including economic overview;
2. Interviews with Developers and meeting with Village Staff;
3. Memorandum to Village re: Interviews and Proposals;
4. Preparation for and Close Session Meeting with Village Board;
5. Review of letters to Trammell Crow and Shiner;
6. Review of Information from Trammell Crow to create assumptions for Community Gap Analysis;
7. Overview of Community Gap Bridging Options;
8. Master Plan creation assistance as needed;
9. Site Plan with Footprint for a 7,000 square foot restaurant user that can be used to advance discussions with various restaurateurs and refine financial analysis;
10. Creation of financial model that will be used for negotiations with restaurateurs;
11. Community Gap Analysis, including Interactive Model and revisions once assumptions are improved. The information from the Village as to costs by category and the preliminary indication of value should the entire area be sold will be included in this analysis;
12. Working with Village Development staff to create a Community Marketing Piece for the Site;
13. Economic Analysis for use in the Community Marketing Piece;
14. Working with Village Development staff to create a Website for the Site;
15. Economic Analysis for use on the Website;
16. Preparation for and Meeting with Village on February 16th;
17. Beginning negotiations with major retail anchor;
18. Identification of and beginning negotiations with local Vendors; and
19. Preliminary identification and discussions with Residential developers.

Paul G. Grimes
January 29, 2009
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The above scope of services shall be provided for a flat fee of \$30,000. We will bill the Village on a monthly basis based on the percentage of completion of the services, and will provide the Village with an invoice to this effect.

Again, thank you for selecting our firm to serve you on this project. We are excited to be a part of this process, and look forward to working with the Village staff. Please contact me should you have any questions regarding the contents of this letter.

Very Truly Yours,



Paul S. Nicolosi
Managing Partner

Agreed and Accepted this 29th day of January, 2009:


Paul Grimes