

June 2, 2014



Mr. Paul Grimes  
Village Manager  
Village of Orland Park  
14700 Ravinia Avenue  
Orland Park, Illinois 60462-3167

*Village Manager's Office*

JUN 6 2014

VILLAGE OF ORLAND PARK

**Re: Ninety 7 Fifty Update – Village of Orland Park**

Dear Mr. Grimes:

As a follow up to our recent conversations, Kane, McKenna and Associates, Inc. (the “Consultant”) is prepared to provide services related to the evaluation of the Ninety 7 Fifty redevelopment (the “Project”) and the redevelopment agreement (the “RDA”), on behalf of the Village of Orland Park (the “Village”).

**SCOPE OF SERVICES**

Kane, McKenna and Associates, Inc. is prepared to deliver the Scope of Services, as identified by the Village below, at any pace desired by the Village. Our approach will be to apply all resources required to accomplish all tasks at a high level of quality while maintaining constant communication with the Village officials and staff on our progress.

1. Evaluation of project performance to the initial Developer and Project targets, such as absorption, rent rates, excess cash flow sharing;
2. Evaluation of project performance against industry trends in the Chicagoland region based on review of Consultant files and other information identified by the Village and the Developer;
3. Comparison and review of Project related costs and schedule as compared to exhibits included in the RDA;
4. Identify areas in which the Project is exceeding financial expectations, meeting financial expectations, or short of financial expectations based upon information available to the Consultant;
5. Overview and analysis of aggregate tenant information with respect to average income, occupations, and age-banded ranges to better understand the typical tenant based upon information that would be available from the Developer and its leasing/marketing agents;

Mr. Paul Grimes  
Page Two  
June 2, 2014



6. Identification of key finance risk factors associated with future performance of the Project in relation to the RDA requirements; and
7. Conceptual outline or examination of “early out” options for the Village if the Village wished to exit the Project, including review with market professionals and/or financing sources identified by the Consultant.

The completion of the services assumes the cooperation of the Developer (and its leasing and management agents) and the Village as well as the provision of Project information requested by the Consultant.

### **COMPENSATION**

The Consultant will then bill the Village monthly for services rendered using the following rate schedule:

#### **Hourly Rate Breakdown:**

<u>Personnel</u>	<u>Hourly Rates</u>
President	\$200.00/Hour
Executive Vice President	\$175.00/Hour
Officers	\$150.00/Hour
Associates	\$100.00/Hour
Research	\$ 60.00/Hour
Administrative	\$ 25.00/Hour

An estimate of hourly charges would be in the range of \$8,000 to \$10,000.

Mr. Paul Grimes  
Page Three  
June 2, 2014



If the contents of this Agreement are acceptable to the Village, please execute this letter and the copy attached, retaining the copy for your files and returning the original to our office.

Thank you again for another opportunity to be of serve to the Village.

Sincerely,

Robert Rychlicki  
Executive Vice President

AGREED TO:

Robert Rychlicki, Executive Vice President  
Kane, McKenna and Associates, Inc.

6/2/14

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Date

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Village of Orland Park

\_\_\_\_\_  
Date