

March 22, ~~2010~~2011



~~Kurt G. Ulrich~~ Heidi Nelson  
HRA Executive Director  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Re: Development Management Services  
Ramsey, Minnesota

Ms. Nelson

LANDFORM is pleased to submit our proposal for Development Management Services as described below: This proposal is sometimes hereinafter referred to as this "Agreement".

#### ARTICLE I. PROJECT SCOPE:

Acting on behalf of The Housing and Redevelopment Authority of the City of Ramsey, Minnesota (the "HRA" and/or the "Owner"), Landform Professional Services, LLC, a Minnesota limited liability company its team members and consultants ("Landform") shall provide development management services as Owner's representative during the ~~project evaluation, feasibility, pre-development,~~ ~~and~~ development of Owner's approximate 140-acre property located adjacent to Highway 10 in Ramsey, Minnesota in the Ramsey Town Center subdivision and legally described on attached Exhibit "A" (the "Project").

#### ARTICLE II. PROJECT OBJECTIVE:

Landform shall determine maximum market viability of Project site based upon visioning and mission statements developed under previous efforts. Organize, coordinate and strategically focus the resources and efforts of existing and new team members to maximize critical Project decisions. ~~Create a~~ Continue to support the new identity in the marketplace to bolster confidence in the new Project objectives. Develop viable pro-formas based on Project vision and market conditions. Prepare the Project and team for key events at which to showcase the Project. Initiate introductory meetings of the new Project with potential key users and development partners. Advance and negotiate various team accepted disposition strategies. Monitor and coordinate activities of team members from conception to completion.

The ultimate objective of the development of the Project is to create a mixed use development which shall include construction of a mixed use of commercial, office, retail and residential buildings for the Project's mixed use objective.

**ARTICLE III. DEVELOPMENT MANAGEMENT SERVICES TO BE PROVIDED BY LANDFORM:**

**A. Project Organization**

1. **Project Team Organization** - ~~Review existing Project vision statement and provide additional input if/as required.~~ Clearly establish key Project goals, properly prioritize the order of these goals, and initiate potential strategies to accomplish the desired Project goals. Identify all key Project team members required to accomplish Project goals. Establish Project roles and responsibilities. Identify existing and forecasted team members based upon expertise, skill sets, and available workload capacity. Establish Project team reporting and communications standards and framework. Landform represents that it has a professional working relationship ~~with Greeby, Inc., an Illinois corporation, and CronkRE, LLC, an Illinois limited liability company, both of which are development management services firms, additional development management service firms and.~~ Therefore, Landform will have available to it personnel resources from ~~both Greeby, Inc. and CronkRE, LLC for these firms in~~ reasonable amounts of time to perform certain services for Owner as required of Landform pursuant to this Agreement.
2. **Communication** – The Development Manager shall be responsible for communication between the Development Management Team, Staff, and the HRA. These efforts shall consist of the following items as a minimum.
  - The Development Manager will provide the members of the HRA, once monthly, during their regular meeting a review of the financial dashboard for the project and provide analysis of the data to the members of the HRA during the meeting.
  - At the end of every meeting of the HRA under the "Executive Director Report" portion of the agenda, the Development Manager will provide a verbal update to the members of the HRA regarding meetings held and work completed since the time of the last meeting of the HRA.
  - The Development Management Team will, on a regular basis, include in the Weekly Update document, a bulleted list of work completed and meetings attended for the week prior.
  - The Development Management Team will produce a monthly cable TV show on QCTV Channel 16, entitled "The COR Report", to be aired to the public regarding activity and projects in The COR.
  - The Development Management Team will write and publish an article in each edition of the Ramsey Resident newsletter entitled "The COR Report" to update the public regarding activity and projects in The COR.
  - The Development Management Team will attend the City Community Development and Department Head staff meetings on the first Tuesday of each month to update and receive feedback regarding activity and projects in The COR.

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~~1. The Project team as defined herein does include personnel from both Greeby, Inc. and CronkRE, LLC.~~

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~~2-3.~~ **Master Development Activities List and Schedule** - Develop a master list of activities and explain requirements and responsibilities associated with each for the completion of the Project's process. Create responsibility assignment matrix for each Project item. Establish the master Project schedule for accomplishment of each task.

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~~3-4.~~ **Critical Item Assessment** – Develop **and maintain** a Critical Item Assessment which ~~is a product of the due diligence investigation,~~ determines and ranks the most relevant events and circumstances that possess the potential to interfere with or disrupt the Project process.

~~4-5.~~ **Development Team Assembly** - Identify and assemble all additional key Project team members, internally or third party, including the preparation of request for qualifications, request for proposals, proposal evaluation, selection recommendations and negotiation of all contracts.

## B. Planning and Engineering

1. **Master Planning** –Provide basic master planning services as needed to evaluate potential development scenarios and respond to the opportunities that present themselves in the marketplace regarding this Project. This will include meeting with existing and perspective users and the coordination of planning efforts by all parties. Landform will maintain the master site database to ensure data integrity as all parties work on the various aspects of the Project. Upon expiration of this Agreement the master site database will become the property of the Owner.
2. **Conceptual Layout** –Provide basic conceptual site design to assist in the evaluation and coordination of prospective deals and to ensure plans prepared by end users conform to the design criteria of the Project.
3. **Preliminary Engineering** – Perform basic preliminary engineering necessary to evaluate potential development scenarios. If extensive engineering becomes necessary to facilitate a development concept, Landform will provide a separate proposal to the HRA for consideration at any time that becomes necessary.
4. **Plan review and approval** - Provide peer review and summary of all plans prepared by other consultants within the Project to ensure compatibility with design intent, coordination with master plan, and data integrity of the overall CAD file systems.

## C. Development Feasibility

1. **Site Use Evaluation** - Review existing market feasibility analysis and as needed, conduct additional comprehensive industry, customer and competitor

market feasibility analyses in order to determine market opportunities. Apply market research and use evaluation to determine and identify potential user classifications. Prepare list of potential user candidates and evaluate feasibility of each candidate based upon current and projected market conditions.

2. **Public Incentives & Benefits Analysis** – Determine the necessary funds required at each stage of the development process of the Project in order to manage responsibilities and sources of funding appropriately. Identify various scenarios and options for public financial incentives and benefits to assist in the development of the Project.
3. **Pro Forma Development** - Prepare anticipated income and expense pro forma based upon Project scenarios to include all projected hard and soft costs as well as potential income scenarios to determine each of the Project site's alternative financial feasibility. Landform will maintain current "Dashboard" summaries for review and assessment by the team, and to assist in the analysis of potential Project scenarios.
4. **Development & Disposition Scenario Analysis** - Prepare and present various options and strategies for disposition of the Project parcels based upon identified Project parameters. Evaluate and prioritize potential development and disposition options for the Project.

#### D. Marketing

1. **The Project Identity Establishment-Management** – Coordinate the efforts of ~~internal team members, staff, and the~~ third party design consultant to assist in ~~managing~~finalizing the brand identity for the Project. This may include a brand for the overall area as well as sub-brands for specific portions of the Project.
2. **Project Marketing Strategy** – Develop an overall marketing strategy, and appropriate sub-strategies, necessary to bring the Project to several markets. This will include the coordination of third party consultants to develop marketing collateral (print, electronic, etc.) necessary to present the Project to potential purchasers in the community, at trade shows, and/or industry events.
3. **Marketing Package Preparation** – Prepare and maintain comprehensive Project site marketing packages, to include the assembly of relevant economic, demographic, traffic, and planning data for Owner's use in disposition strategy.

#### E. Development

1. **Proposal Criteria Establishment** – Work to establish a criteria for disposition strategies. This may include leveraging industry relationships, evaluating presented opportunities, or developing specific RFP opportunities where appropriate. Landform will present the criteria to the Owner for consideration and approval.

2. **Property Interest Solicitation** – Based upon industry knowledge and existing team relationships, disseminate marketing package(s) on behalf of Owner to targeted groups. Establish communication and as appropriate facilitate introduction of Owner to potential candidates for the various development options with the intent for deal establishment. For the term of this Agreement (or as extended by the parties) Landform shall be the exclusive development manager and will be responsible for all potential development deals within the 140 acre Project.
3. **Development Options** – Assist Owner in advancing the following development scenarios:
  - a. Property Sale or Lease – Assist in finalizing an agreement for the sale or lease of the Project land.
  - b. Public-Private Partnership (P3) – Assist in the establishment of development partnership(s) with private entities for various components of the Project.
  - c. Owner Self-Development – If applicable, assist Owner in developing a program for self development and ownership of specific components of the Project (see below).
4. **Development Administration** – Organize, prepare, and disseminate ongoing reporting, budgeting, and meeting minutes for the review of the team and Owner. Attend and present reports at scheduled HRA meetings and stand for questions or further consideration. Coordinate with Staff to prepare and present cases for consideration by the HRA and/or other boards or commissions of Owner.

**F. Owner Self-Development (if applicable)**

Scope of services shall include but not be limited to Design Coordination, Pre-Construction, Leasing, Financing, Project Management, Tenant Coordination, and Project Closeout.

**ARTICLE IV. BASIS OF COMPENSATION:**

**A. Development Management Services (Administrative Compensation)**

**Project Organization / Planning and Engineering / Development Feasibility / Development / Marketing Phases**

- 1. Landform shall provide development management services for the ~~twelve~~ ~~twenty-four (4224)~~ month period from April 1, ~~2010-2011~~ – March 31, ~~2014~~ ~~2013~~ per the following activity schedule on a fixed fee basis:

**Initial Workshop**

~~Landform shall organize and facilitate a two-day workshop session with selected members of Staff and the HRA to review, strategize, and formalize the proposed development structure. This will be focused on assisting the Owner in arriving at an agreeable basis on which to proceed with the Project, and how it will identify and evaluate various disposition strategies.~~

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**Organizational Activities**

~~Pre-Development & Planning~~

Municipal Approvals / Entitlements / Development Board-Commission  
 Architectural Coordination & Establishment  
 Preliminary Engineering  
 Project Construction Guidelines & Rules  
 Anchor Procurement Process  
 Commence Sales & Leasing effort & Developer Solicitation  
 Marketing  
 Financial Analysis  
 Tenant Coordination  
 Off-Site Improvement Coordination  
 Public Projects  
 Owners Coordination (existing owners in ~~Ramsey TC~~ The COR)  
 Reporting & On-Going Meetings with City of Ramsey  
 The Organizational Activities do also include all those services as referenced in Article I Project Scope, Article II Project Objective, and Article III Development Management Services herein.

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**2. Compensation.**

Landform shall be compensated a total of \$~~180360~~,000.00 for those services described in paragraph 1. above during the Term of the Agreement at the rate of \$15,000.00 per month. However, in the event this Agreement is terminated prior to March 31, ~~2014~~ ~~2013~~, Landform shall receive the said \$15,000 monthly compensation ~~only~~ for each full month this Agreement is in

effect, ~~and~~ a prorated amount for any partial month during which this Agreement is in effect, and an early termination fee equal to XX months fee or \$XX,XXX.XX. This ~~\$180,360~~,000.00 compensation is hereinafter referenced as the "Administrative Compensation".

## **B. Incentive Based Development Compensation (Incentive Compensation)**

In addition to the Administrative Compensation received for development management services, Landform shall receive additional incentive-based compensation (Incentive Compensation) for development management services based upon success in advancing the development.

1. For the purposes of this Agreement, it is assumed that the disposition of various land parcels may occur in any of three ways: Sale or Lease, Public-Private Partnership (P3), or Owner Self-Developed. Landform shall solicit the interest of various prospective end-users, to include individual entities, corporations, developers, and/or development partners. Landform will coordinate the efforts of all team members to provide a uniform front to the development community, and assist in the evaluation, consideration, negotiations, and deal structuring on any disposition of land within the development area. Compensation under this section will be paid on all transactions regardless of origin or referral source. Meeting update reports documenting marketing progress shall be presented to the Owner on a regular basis.
2. The Incentive Compensation shall be **two percent (2.00%)** of the total capital cost of the end use of the parcel or property sold or developed (the "Development(s) Capital Cost(s)"). The Development's Capital Cost shall be the total of the following items a.-d.:
  - a. The net land sale price paid to Owner plus;
  - b. The proforma building value as presented by Landform, except that said value shall not exceed the then current Minnesota Department of Labor and Industry's Building Valuation Data by more than 25% plus;
  - c. The Site improvement's costs plus;
  - d. The development soft costs such as engineering, planning architecture, legal fees, any marketable title issues, realtor commissions, finance expenses and special inspections. In no event shall the development soft costs exceed 20% of the total of items a. through c. above.

The total dollar amount of items a.-d. above is the Development's Capital Cost which is the basis for the Incentive Compensation. However, the parties agree that during the term of this Agreement, unique development scenarios may be presented which will require modification of the Incentive Compensation terms. With that understanding the parties agree to negotiate as necessary modified terms in relation to the Incentive Compensation.

3. The Incentive Compensation will be payable at the following stages of a specific development:

- a. ~~On~~ For the first twelve (12) months of this agreement and on a monthly basis, Landform shall receive monthly advances on future Incentive Compensation in the amount of **\$10,000**/each. Such draws shall be reimbursed from the proceeds of the Incentive Compensation when earned, and shall be considered minimum compensation for this contract component. However, in the event this Agreement is terminated prior to March 31, 2011, Landform shall receive the said \$10,000 monthly advance only for each full month this Agreement is in effect and a prorated amount for any partial month during which this Agreement is in effect. Monthly draws shall terminate once total compensation under this section reaches \$120,000 within the period of this agreement.
- b. During the drafting of any lease or purchase agreement, or option agreement (HRA's Contracts), the HRA and Landform shall work to determine the project costs and phasing schedule which shall be used to determine the Incentive Compensation. The Incentive Compensation, once calculated based on this criteria, shall be final on or before the execution of any HRA Contract. Any substantial or fundamental changes to the proposed project, phasing, or terms prior to closing will necessitate reconsideration of the Incentive Compensation. Minor changes will be considered incidental.
- c. Upon the execution of an HRA's Contract, Landform shall receive 20% of the total Incentive Compensation, EXCEPT that in no event shall the said 20% exceed the earnest money or other down payment received by the HRA from the other party to the HRA Contract, i.e. buyer, lessee, or developer, except upon specific HRA authorization.
- d. Upon closing of a land sale transaction between the HRA and a parcel developer, or tenant occupancy under a lease, Landform shall receive **60%** of the total Incentive Compensation.
- e. Following project design, permitting and construction, and upon issuance of a Certificate of Occupancy by the City of Ramsey, Landform shall receive a final payment of **20%** of the total Incentive Compensation, subject to paragraph 9. below.
- f. Example: An agreement is signed on a parcel of land for an office building valued at \$10m in June, 2010. There were three (3) advances totaling \$30,000 previously.
  - i. The Incentive Compensation is calculated at two percent (2%) of \$10m or \$200,000.
  - ii. The initial payment would be twenty percent (20%) of the total or \$60,000 **minus** the previous advances of \$30,000 for a net payment of \$30,000.
  - iii. Closing occurs and the second payment of sixty percent (60%) of the total Incentive Compensation becomes due in the amount of \$120,000 **minus** subsequent draws (if any).

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- iv. Upon certificate of occupancy for the office building, the final twenty percent (20%) becomes due in the amount of \$20,000.
4. **Large Projects** – In calculating the Incentive Compensation on developments with a total Development Capital Cost greater than \$30 million in a single transaction, the following equation shall be used:
- a. The Incentive Compensation shall be two percent (2%) of the total Development Capital Cost up to \$30 million (standard agreement);
  - b. Then, one percent (1.0%) for Development Capital Costs from \$30 million to \$100 million;
  - c. Then, one half percent (0.5%) for Development Capital Costs in excess of \$100 million-\$150 million;
  - d. Then, one quarter per cent (0.25%)for Development Capital Costs in excess of \$150 million.
  - e. Example for a. d. above: An agreement is signed for a development with an estimated total Development Capital Cost of \$180,000,000. The Incentive Compensation shall be calculated as follows:
    - i. 2.0% of \$30m = \$600,000
    - ii. 1.0% of \$70m = \$700,000
    - iii. 0.5% of \$50m = \$250,000
    - iv. 0.25% of \$30m = \$75,000
    - v. Total Compensation = \$1,625,000
5. **Phased Projects** – In calculating the Incentive Compensation on projects where occupancy is anticipated to be phased over a period greater than 24 months from the spring of the year following closing of the transaction (phased start), a discount to the Incentive Compensation will be applied as a means to recognize the delay in property tax payments realized by the HRA.
- a. For each 12 month period the project, or portion of the project, is anticipated to be phased beyond 24 months, the Incentive Compensation for that portion of the project shall be discounted by ten percent (10%) of the anticipated fully assessed tax revenues for one year.
  - b. Example: A sale occurs for an apartment project consisting of six buildings. Two are to be constructed immediately; two are anticipated to begin the following year, and the last two the year after. Each phase is roughly \$20m in value. Each phase has an estimated tax liability of \$300,000 annually.
    - i. Phase 1 Incentive Compensation shall be the full two percent (2%) of the \$20m or \$400,000.
    - ii. Phase 2 commencing later than 24 months after the spring following closing shall be the full Incentive Compensation (\$400,000) discounted \$40,000 or \$360,000.
    - iii. Phase 3 commencing later than 36 months after the spring following closing shall be the full Incentive Compensation (\$400,000) discounted \$80,000 or \$320,000
    - iv. The total Incentive Compensation for the example phased project would be \$1,080,000.
6. Incentive Compensation shall be due on any development deals located within the Project, that close or break ground after April 1, 2010. In the event of the termination of this agreement, regardless of cause, any incentive

compensation on active deals that have been declared prior to termination shall become payable in full at the time of its eventual execution, closing, and opening. [Clarify overlap with prior contract]

7. Compensation Carryover – It is recognized that Landform expends certain effort and expense in the advancement of the project and individual users on an incentive basis. As such, the HRA receives value for those efforts that survive the termination of this agreement. Therefore, in the event of termination of this agreement, either at expiration or before, Landform shall receive compensation as outlined in Article 4, Section B, on any and all development projects put under contract by the HRA for a period of XX months following the termination of the agreement. This includes contracts to purchase, lease, swap, develop, or otherwise dispose of property within the project. Said compensation shall be in accordance with all terms and conditions identified within Article 4, Section B. Once under contract, compensation shall continue on a project-by-project bases until complete. Compensation shall follow the particular user or buyer originating the agreement regardless of subsequent renewals or extensions of the contractual agreement.

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7. Hot List

a. Active deals will be declared, approved, and tracked through a "Hot List" incorporated into the active Dashboard. This list will be presented to the HRA at regular meetings for its approval. No active deal will be considered for placement on the Hot List unless there has been sufficient interest in the development by the subject developer, as determined by the HRA. The Hot List will have no binding effect if it has not received formal approval of the HRA. In the event of termination of this Agreement, the current Hot List will be finalized and approved by all parties.

b. For Incentive Compensation coming due in the 12 months following the approval of the final Hot List, full Incentive Compensation will be paid pursuant to paragraph 2.c., d., and e. above.

c. Following the 12<sup>th</sup> month through the 24<sup>th</sup> month the Incentive Compensation will be 80% of the full Incentive Compensation.

d. Following the 36<sup>th</sup> month through the 48<sup>th</sup> month the Incentive Compensation will be 40% of the full Incentive Compensation.

e. Following the 48<sup>th</sup> month through the 60<sup>th</sup> month the Incentive Compensation will be 20% of the full Incentive Compensation.

f. After the 60<sup>th</sup> month NO Incentive Compensation will be due to Landform. In the event of termination of this agreement, any outstanding earned Incentive Compensation become due and payable.

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8. If, by the agreement of both parties, services outlined in this proposal are provided outside the Project all terms and conditions outlined in this proposal shall apply on a parcel-by-parcel basis.

9. Exceptions/Exclusions to Incentive Compensation:

a. No Incentive Compensation will become due on any public infrastructure (roads, bridges, utilities, etc.) projects constructed within the Project.

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- b. No Incentive Compensation will become due on any public park projects including the City of Ramsey's East Meandering Park unless the park contains a commercial or private component for which the fee will be calculated on that portion alone.
- c. No incentive Compensation will become due on any city initiated facilities providing municipal services to the City of Ramsey. (i.e. City offices, pump house, public works facilities, community center, etc.). The term "community center" as used herein shall mean a facility that is constructed without any private partnership with the City/Owner. Incentive Compensation will be paid on the Development Cost of the private portion of a community center where there exists a private/public partnership for said construction.
- ~~d. No Incentive Compensation will be paid for the workforce/market housing project known as, and proposed by Sands Companies.~~
- ~~e. The Incentive Compensation for the HRA's pending Veterans Administration Clinic development (the "VA Clinic") notwithstanding anything herein to the contrary shall be limited as follows:
 
  - ~~i. The Incentive Compensation shall be one half percent (.5%) of the Development's Capital Cost for the space occupied by the VA Clinic.~~
  - ~~ii. The Incentive Compensation shall be two percent (2%) of the Development's Capital Cost of that portion, second story and above of the VA Clinic building constructed for occupancy by users other than the VA Clinic.~~~~

**C. Additional Compensation**

In the normal course of the development of the project, It becomes necessary at times to prepare detailed feasibility, preliminary, and final design documents. Typically these are completed by the developer, as part of the overall development and include land surveying, civil engineering, planning, landscape architecture, and related architectural disciplines. Additionally, these services are also necessary for individual site development plans by either the end-user, or the developer on behalf of the end-user.

1. For the term of this Agreement (or as extended by the parties) when the need for design services beyond the basic services outlined in Article III. Section B of this Agreement, it is understood that said services identified in the above paragraph in this Section C. will either be performed by or coordinated by Landform. At the time the need is identified, Landform will prepare a proposal specific to the scope required and present said proposal for consideration and approval by the HRA. Where the HRA determines it is in the best interests of the project, and where it further determines there are minimal impacts on the overall development coordination, the City reserves the right to self-perform for design of major public improvement projects such as roadway improvements, trunk utility or infrastructure improvements, or municipal design services.
2. For the term of this Agreement (or as extended by the parties) when the need for design services beyond the basic services outlined in Article III. Section B of this Agreement is required by an end-user, to the extent possible the HRA shall require this work be completed by Landform at the end-user's direction

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and costs. Whether these services are contracted directly between the end user and Landform, or if they are escrowed by the HRA for payment to Landform, the contract for such services will be reviewed and approved by the HRA. Architectural services are excluded from this condition.

3. All design services performed shall be at normal and customary fees constant with fees Landform charges similar clients for similar projects. Said fee schedule attached as Exhibit B.
4. In any event, the HRA and Landform, understanding the dynamic nature of the development business, shall be free to discuss compensation strategies specific to deals of a more complicated nature, or on deals outside the Project, so as to create appropriate compensation on specialized deals.
5. Should the HRA opt to self-develop certain components of the Project, services and fees will be determined and mutually agreed upon for each component at that time.

#### **D. Only Compensation**

For work within the Project, Landform agrees that the Administrative Compensation, the Incentive Compensation and the Additional Compensation shall be the only compensation paid to Landform under this Agreement.

#### **E. Reimbursable Expenses**

In addition to the compensation set forth above, Landform shall receive reimbursement from Owner subject to the provision of proper documentation for the expenses listed in paragraphs 1., 2. and 3. below for Project related expenses at cost plus 10%. No Reimbursable Expenses will be considered for payment unless said expense is included as an expense item category previously approved on the then current HRA budget.

1. Any normal and ordinary business expenses permitted by the City/Owner including temporary living and travel expenses, airfare, lodging, car rental, mileage, meals, parking and tolls. Said expenses shall be approved by Owner prior to expenditure.
2. Administrative expenses incurred in connection with work performed on Owner's behalf and to handle Project related documents during the course of Project. Expenses shall include but not be limited to costs for reproduction, photocopies, printing, postage, and overnight delivery. Also to be reimbursed shall be the costs for Landform's providing various web-based Project and information management systems and hosting for the purposes of collaboration, document sharing, and marketing during the course of the Project.

3. Third party expenses such as sub-consultant fees, event registrations, memberships, third party services, and other similar expenses. Said expenses shall be approved by Owner prior to expenditure.

**F. Invoicing and Owner Payment**

An initial retainer of fifteen thousand dollars (\$15,000) shall be made upon execution of this Agreement and is minimum payment under this Agreement. Said retainer shall be credited to Landform's account and applied to the final invoice of the ~~initial twelve-month phase~~contract period.

Landform shall invoice Owner for services rendered that month, or for Incentive Compensation becoming due, with the Administrative Compensation payment due within 30 days of the invoice date. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance.

**ARTICLE V. FORM OF CONTRACT:**

The attached Terms and Conditions, Exhibit C are incorporated by reference and are an integral component of this contract.

Landform agrees to perform the Services described in this Proposal under the terms as outlined, subject to the terms and conditions of the Purchase of Services Agreement of even date to which this proposal is attached as Schedule A.

The HRA accepts the scope, terms and conditions outlined in this Proposal and instructs Landform to perform the Services as outlined, subject, to the terms and conditions of the Purchase of Services Agreement of even date to which this proposal is attached as Schedule A.



\_\_\_\_\_  
Darren B. Lazan  
President

\_\_\_\_\_  
Date

**Housing and Redevelopment Authority (HRA) of the City of Ramsey, Minnesota**

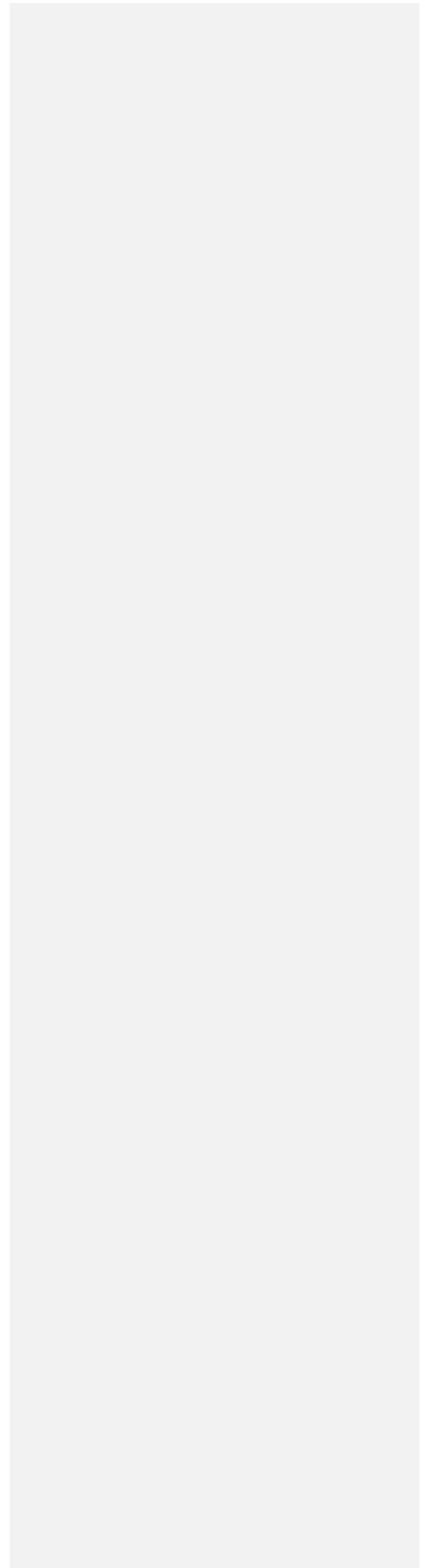
By: \_\_\_\_\_  
Its Chairperson

ATTEST:

By: \_\_\_\_\_  
Its Executive Director

Landform Federal Tax ID: 27-1199905

Date



**LIST OF EXHIBITS**

Exhibit A – Legal Description

Exhibit B – Landform Fee Schedule per Article IV. C.3.

Exhibit C – Additional Agreement Terms and Conditions

## Exhibit A

### Legal Description of the Project Property

Outlots V, CC, DD and HH, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

and

Outlot GG, RAMSEY TOWN CENTER ADDITION, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

and

Outlot A, RAMSEY TOWN CENTER 11<sup>th</sup> ADDITION, and Lot 1, Block 1, RAMSEY TOWN CENTER 11<sup>th</sup> ADDITION, Anoka County; Minnesota, except that part which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating;

and

Outlot B, RAMSEY TOWN CENTER 11<sup>th</sup> ADDITION Anoka County; Minnesota;

and

All that part of Outlot B, RAMSEY TOWN CENTER 2<sup>nd</sup> ADDITION, Anoka County; Minnesota which lies easterly of the easterly line of Block 1, RAMSEY TOWN CENTER 7<sup>th</sup> ADDITION, and its southerly extension;

and

All that part of Outlot B, RAMSEY TOWN CENTER 2<sup>nd</sup> ADDITION Anoka County; Minnesota, lying southerly of the following described line: Commencing at the Northeast corner of Block 1, Ramsey Town Center 7<sup>th</sup> Addition; thence South, along the East line of said Block 1, a distance of 247.47 feet to the Point of beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7<sup>th</sup> Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2<sup>nd</sup> ADDITION, and said line there terminating.

and

Outlots A, C, D, and F, RAMSEY TOWN CENTER 8<sup>th</sup> ADDITION Anoka County; Minnesota;

Beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7<sup>th</sup> Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2<sup>nd</sup> ADDITION, and said line there terminating.

and

Outlots A, C, D, and F, RAMSEY TOWN CENTER 8<sup>th</sup> ADDITION Anoka County; Minnesota;

and

Outlots F, G, H, J, K, N, O, P, Q and R, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

and

Tracts A, C, D and E, REGISTERED LAND SURVEY NO. 241 Anoka County; Minnesota;

and

Outlot M, RAMSEY TOWN CENTER ADDITION, except that part platted as RAMSEY TOWN CENTER 5<sup>th</sup> ADDITION Anoka County; Minnesota;

and

Outlot A, RAMSEY TOWN CENTER 5<sup>th</sup> ADDITION Anoka County; Minnesota;

and

Outlot A, RAMSEY TOWN CENTER 10<sup>th</sup> ADDITION Anoka County; Minnesota;

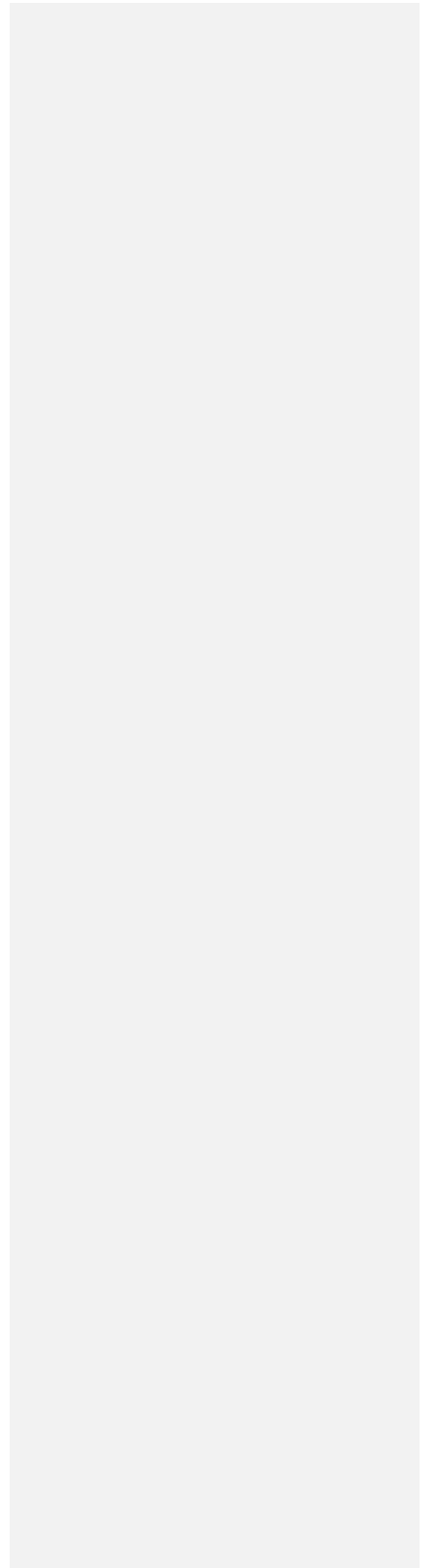
and

Outlots A and B, RAMSEY TOWN CENTER 7<sup>th</sup> ADDITION Anoka County; Minnesota;

and

Lot 2, Block 1, RAMSEY TOWN CENTER 5<sup>th</sup> ADDITION, Anoka County; Minnesota;

**Exhibit B**  
**Landform Fee Schedule per Article IV. C.3.**



## EXHIBIT C

### TERMS AND CONDITIONS

**1.0 CONSULTANT'S SERVICES.** Consultant shall perform the services identified in this Proposal and no others unless otherwise agreed and unless Consultant is paid additional compensation in accordance with this Proposal. As used in this Terms and Conditions document, the term "Client" means the City of Ramsey and the term "Consultant" means Landform.

**1.1 STANDARD OF CARE.** Consultant's services shall be performed based on the standard of reasonable professional care for services similar in scope, schedule, and complexity to the services being provided by the Consultant.

**1.2 SCHEDULE.** Time limits established by the schedule identified in the Proposal shall not, except for reasonable cause, be exceeded by Consultant or Client. Consultant's compensation shall be equitably adjusted in the event of delays caused by Client, Client's other consultants, or Client's agents. Fees quoted in the Proposal shall be adjusted if services do not commence within 90 days after the date of the Proposal.

**2.0 ADDITIONAL SERVICES.** In addition to any other Additional Services listed in the Proposal, the following services are not included in Basic Services and Client shall compensate Consultant for such services upon prior agreement by Client, in addition to compensation for Basic Services: (1) Making revisions in Drawings and Specifications or other documents when such revisions are (a) inconsistent with approvals or instructions previously given, (b) the result of adjustments in Client's requirements, (c) required by enactment, interpretation or revision of codes, laws or regulations subsequent to preparation of such documents, (d) required by the failure of Client or Client's consultants to render decisions or to provide necessary information in a timely manner, (e) imposed by municipal or other authorities as a condition for approval of a project, unless the Drawings, Specifications or other documents clearly were not in compliance with applicable law when submitted for approval, or (f) due to or caused not solely within control of Consultant; (2) Providing any services excluded from the Scope of Services identified in the Proposal; (3) Providing any other services not otherwise expressly included in this Proposal.

**7.0 MISCELLANEOUS PROVISIONS.** ((1) This Proposal represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. (2) This Proposal may be amended by written instrument signed by both Client and Consultant or, in the case of Additional Services, by a written confirmation from Consultant to which Client does not object within ten (10) working days.

**9.0 BASIS OF COMPENSATION.** Client shall compensate Consultant as set forth in the Proposal.

#### **10.0 DELAYED PAYMENT; PAYMENT DISPUTES.**

**10.1 CONDITIONS PRECEDENT TO WITHHOLDING PAYMENT.** The Client may not withhold any payments to the Consultant unless the basis of (including all particulars) and amount in dispute are identified and presented in writing to the Consultant not later than the twenty-fifth (25th) calendar day after presentation of the disputed invoice.

**10.2 NOTICE OF CLAIMED ERRORS OR OMISSIONS.** Client shall provide written notice, including all known particulars, to Consultant of any claimed errors or omissions in Consultant's services not later than 60 calendar days after Client becomes aware, or in the exercise of reasonable diligence should have become aware, of the existence of such error or omission. Consultant shall be given a reasonable opportunity, during such 60-day period, to investigate and recommend ways of mitigating any alleged damages. Client's failure to provide such notice, and/or Client's failure to provide Consultant a reasonable opportunity to investigate and make recommendations, within the time stated shall constitute an irrevocable waiver of any and all claims, counterclaims, defenses, setoffs, or recoupments Client might have in connection with any such alleged error or omission. In the event Client asserts a claim in violation of this paragraph, or in the event that any other error and omission claim asserted by Client is determined to be without substantial merit,

**10.3 ERRORS OR OMISSIONS OF CLIENT'S CONSULTANTS.** If Client has separately retained other design professionals Client agrees to defend, indemnify, and hold the Consultant harmless from all loss, damage, liability, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or relating to (a) the negligent acts or omissions of such other design professionals, and/or (b) the failure of such other design professionals to carry or maintain professional liability insurance in an amount adequate to protect Client and Consultant from loss.