

**ACQUISITION OF SERVICES AGREEMENT**  
**29<sup>th</sup> STREET SE INDUSTRIAL PARK PROJECT**

THIS AGREEMENT, is made and entered into by and between the **Grand Rapids Economic Development Authority (GREDA)**, and **Wellson Group, Inc.** (“Wellson”) as of the 27th day of April, 2023.

**RECITALS**

A. GREDA desires to obtain the services of Wellson to provide services as described in Section 2.1 below:

B. Wellson is willing to provide said services under certain terms and conditions.

**AGREEMENT**

***Article 1 - Mutual Consideration***

1.1 Consideration Given. The Parties agree that the terms and conditions of this Agreement constitute valid and binding mutual covenants and agreements.

***Article 2 - Purchased Services***

2.1 Services To Be Purchased. Wellson shall provide acquisition services as to three separate parcels of land the GREDA or Assigns desires to acquire. These parcels of land are identified as parcel #'s 91-033-4120, 91-033-1430 and 91-033-1410 located along Airport Road in Grand Rapids, MN. Wellson will use its reasonable efforts and professional knowledge and skill to assist the City of Grand Rapids (GREDA) in negotiation and purchasing the desired parcels of property as well as separately obtaining a right of entry to the parcels to investigate soil and environmental conditions and to prepare a survey. Wellson will, if requested by the GREDA, provide to the GREDA all information about the identified properties, including information relating to the site selection due diligence, present all offers and counteroffers in a timely manner, work with the GREDA and appropriate attorneys in preparation of letters of intent, purchase agreements and other purchase documents, and will assist the GREDA in completing transactions related to the properties.

2.2 Wellson Discretion. It is understood that Wellson, as an independent contractor and not an employee of the GREDA, shall use its best judgment and discretion in providing purchased services hereunder.

***Article 3 - Fee for Services, Payment***

3.1 Fee for Services. Wellson shall be paid a fee for services as follows:

- a) GREDA will pay to Wellson a retainer fee of \$0.00, to be applied fees earned as described below.

- b) GREDA will pay to Wellson \$150.00 per hour, to be billed on a monthly basis, which hourly amount shall include incidental out-of-pocket expenses including telephone and mailing costs, ordinary copy costs, travel and lodging expenses, but which will be exclusive of fees paid to attorneys or other professionals, costs of title insurance or title work and any closing costs. Monthly billings shall include a description of services performed.
- c) Fees to be paid to Wellson shall not exceed 4% of the total combined purchase price for all parcels unless by separate written agreement between the parties.

3.2 Fringe Benefits, Expenses. There are no fringe benefits payable to Wellson under this Agreement, and any obligations of GREDA to Wellson to provide other consideration pursuant to this Agreement shall not be deemed employee fringe benefits. Wellson shall be responsible for payment of all income taxes, social security taxes, liability insurance, unemployment insurance and worker's compensation insurance for Wellson and any employees of Wellson.

3.3 Overtime. Wellson is not entitled to compensation in addition to that set forth in Paragraph 3.1 above for overtime, insofar as Wellson is not an employee of the GREDA, and Wellson's duties qualify for the professional exemption under the Fair Labor Standards Act.

#### ***Article 4 - Term, Cancellation***

4.1 Term. The term of this Agreement shall be from April 27, 2023, through December 31, 2024. The parties, by simple writing such as a letter agreement, renew and continue the terms of this Agreement.

4.2 Cancellation. This Agreement may be canceled by GREDA or Wellson without cause upon 60 days written notice to the other.

#### ***Article 5 - Subcontracting, Assignment***

5.1 Subcontracting, Assignment. Wellson shall not subcontract or assign any portion of its obligations under this Agreement without the prior written consent of GREDA. In the event GREDA approves any such subcontract or assignment, Wellson shall remain fully responsible for all obligations under this Agreement. No such subcontract or assignment shall result in GREDA incurring any obligation to any party other than Contract. Wellson shall make all conditions of this Agreement known to all parties to such subcontracts or assignments as a condition of the GREDA approval to subcontract or assign.

## ***Article 6 - License***

6.1 License. Wellson at all time shall be qualified, professionally competent and duly licensed for any obligation under this contract requiring any license.

## ***Article 7 - Miscellaneous Provisions***

7.1 Insurance. Wellson shall at all times during the term of this Agreement carry real estate professional liability insurance in at least the sum of \$1,000,000 and general commercial liability insurance in at least the sum of \$2,000,000, and shall, upon the request of the GREDA, provide certificates of insurance to the GREDA verifying the existence of such insurance coverage.

7.2 Independent Contractor. In the performance of the work, duties and obligations devolving upon Wellson under this Agreement, it is understood and agreed that Wellson is at all times acting and performing as an independent contractor. GREDA shall not have nor exercise any control or direction over the methods by which Wellson shall perform its work and functions. The sole interest and responsibility of GREDA is to ensure that the services offered pursuant to this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. The provisions of Sections 2 and 3 of this Agreement shall not be interpreted to conflict with the intent of the parties and the legal status of Wellson shall at all times be that of an independent contractor.

7.2 No Co-Partnership. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing a relationship or co-partners between the parties, or as constituting Wellson as the agent, representative or employee of the GREDA in any manner, whatsoever.

7.3 Construction. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

7.4 Modification Amendment. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties.

7.5 Entire Agreement. This Agreement constitutes the entire agreement between parties hereto and supersedes any prior agreements, representations or understandings between the parties hereto relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Grand Rapids Economic Development Authority WELLSON GROUP, INC.

BY: \_\_\_\_\_  
AL HODNIK, Vice President

BY: \_\_\_\_\_  
STEPHEN R. WELLIVER, President

Insurance Certificate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/19/2023

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

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

<b>PRODUCER</b> Christensen Group 9855 West 78th Street, Ste 100  Eden Prairie MN 55344		<b>CONTACT NAME:</b> Michelle Leonard <b>PHONE (A/C, No, Ext):</b> (952) 653-1000 <b>FAX (A/C, No):</b> (952) 653-1100 <b>E-MAIL ADDRESS:</b> mleonard@christensengroup.com	
<b>INSURED</b> Wellson Group, Inc 215 NW 1st Ave  Grand Rapids MN 55744		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Citizen Ins. Co. of America <b>NAIC #</b> 31534 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 23-24 Liability      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OHXH510494	02/17/2023	02/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			OHXH510494	02/17/2023	02/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ Included BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			OHXH510494	02/17/2023	02/17/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Real Estate Agent E&O			OHXH510494	02/17/2023	02/17/2024	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Grand Rapids, Grand Rapids Economic Development Authority 420 N. Pokegama Ave Grand Rapids MN 55744	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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ACORD 25 (2016/03)

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