

CITY OF MILACA
SPECIAL CITY COUNCIL MEETING
COUNCIL AGENDA
MARCH 5, 2025
5:00 p.m.

1. Call Meeting to Order 5:00 p.m.
2. Pledge of Allegiance
3. Roll Call- Present: Mayor-Dave Dillan____ Council Members; Ken Muller____ Norris Johnson____ Lindsee Larsen____
Tim Poorker____ Absent;_____

4. **New Business:**

- a. Finish/Finalize Survey and Layout
- b. Discuss Infrastructure Costs
- c. Discuss best Funding Options and Submittal of FY2026 Pete Stauber Grant
- d. Grants Received for Development: Empowering Cities \$5,000
Initiative Economic Development Workforce Grant \$10,000
- e. When to Sell the Lots/Price of Each Lot, etc. per Realtor Examples
- f. Approve Realtor Exclusive Listing Agreement/Extend Term

§ 30.19 ORDER OF BUSINESS; AGENDA

(C) Unless the Council, in its discretion, votes to consider matters not appearing on the agenda, no item of business shall be considered unless it appears on the agenda for the meeting.



CITY OF
MILACA

255 First Street East, Milaca, MN 56353

(320)983-3141 | (320)983-3142 fax

**CITY OF MILACA
PUBLIC NOTICE
SPECIAL CITY COUNCIL MEETING**

NOTICE IS HEREBY GIVEN that the Milaca City Council called a Special meeting on:

**Wednesday, March 5, 2025, at 5:00 p.m.
Milaca City Hall
255 1st St E**

**The purpose of this Special Council Meeting is:
To discuss the Milaca Junction Addition Development process.**

This Special Meeting was called by order upon action taken by City Council on February 19^h 2025.

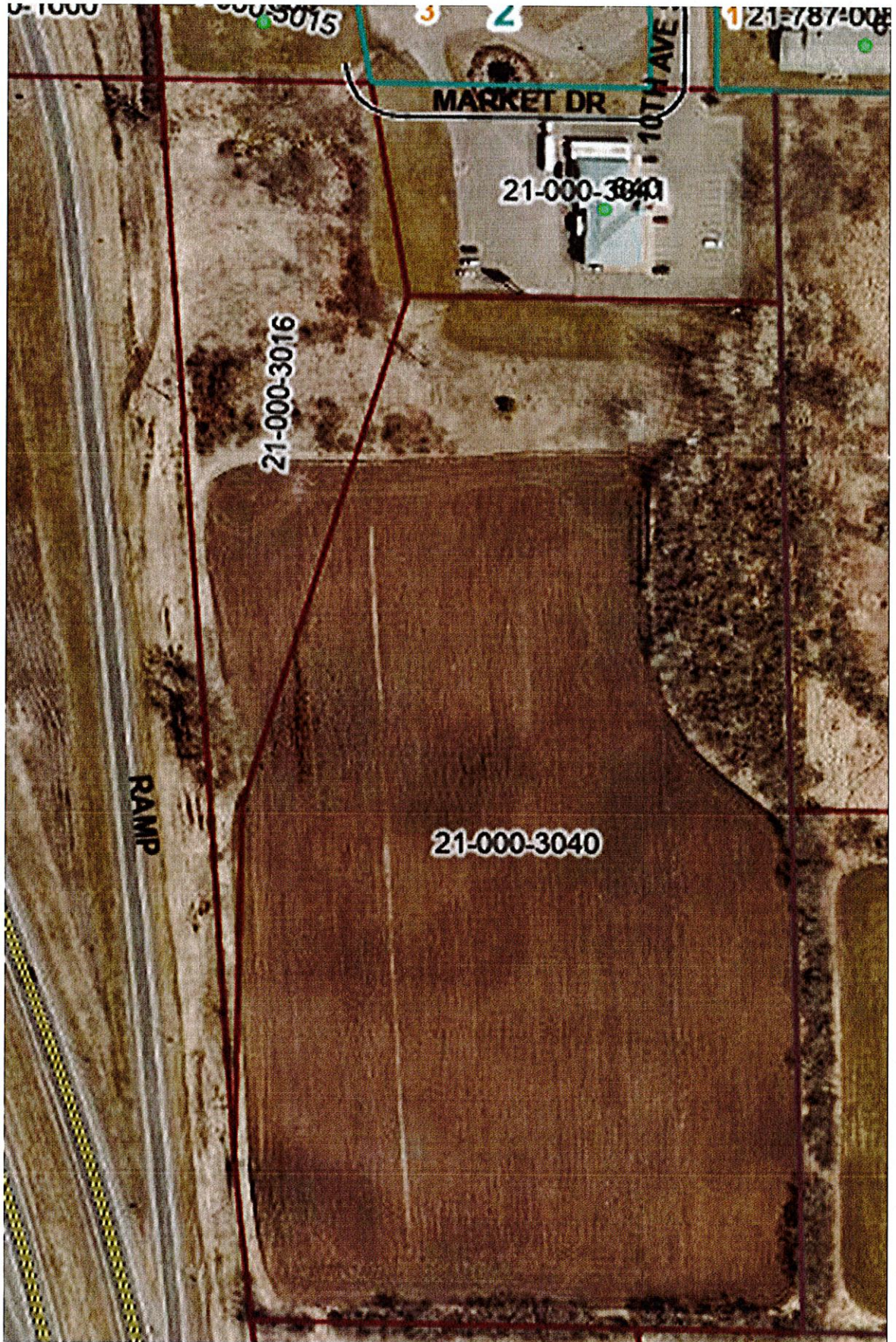
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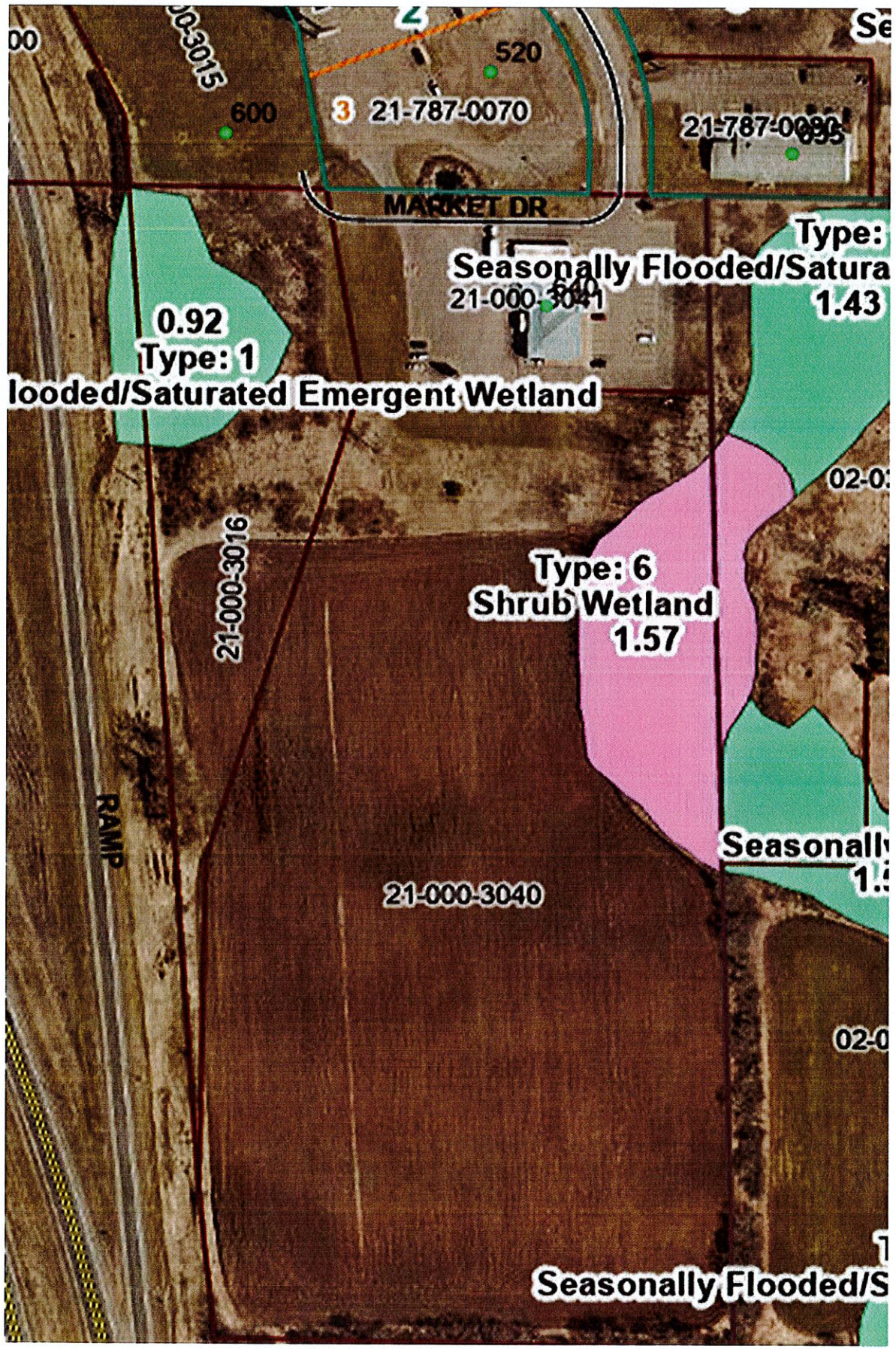
Tammy Pfaff

City Manager

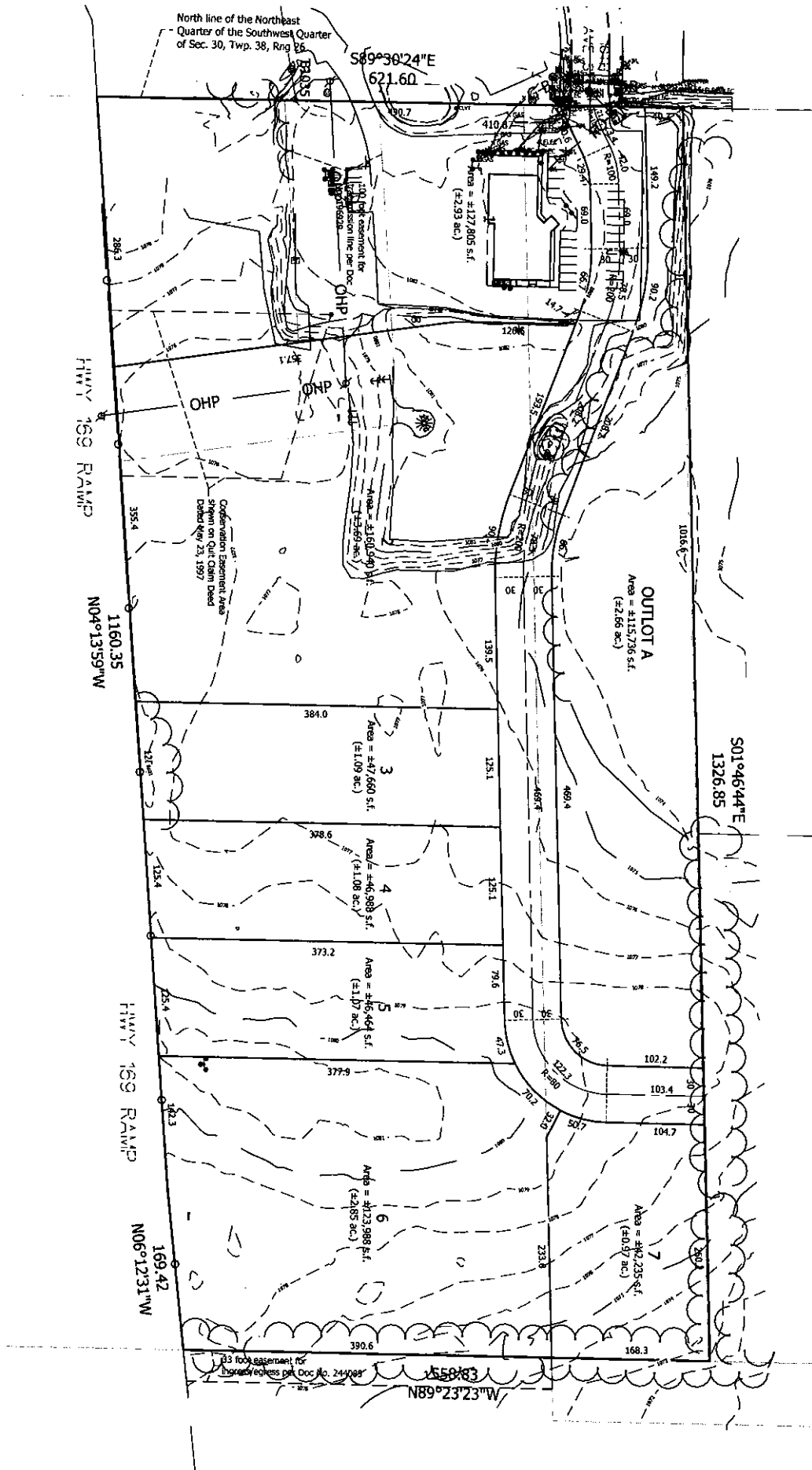
City of Milaca

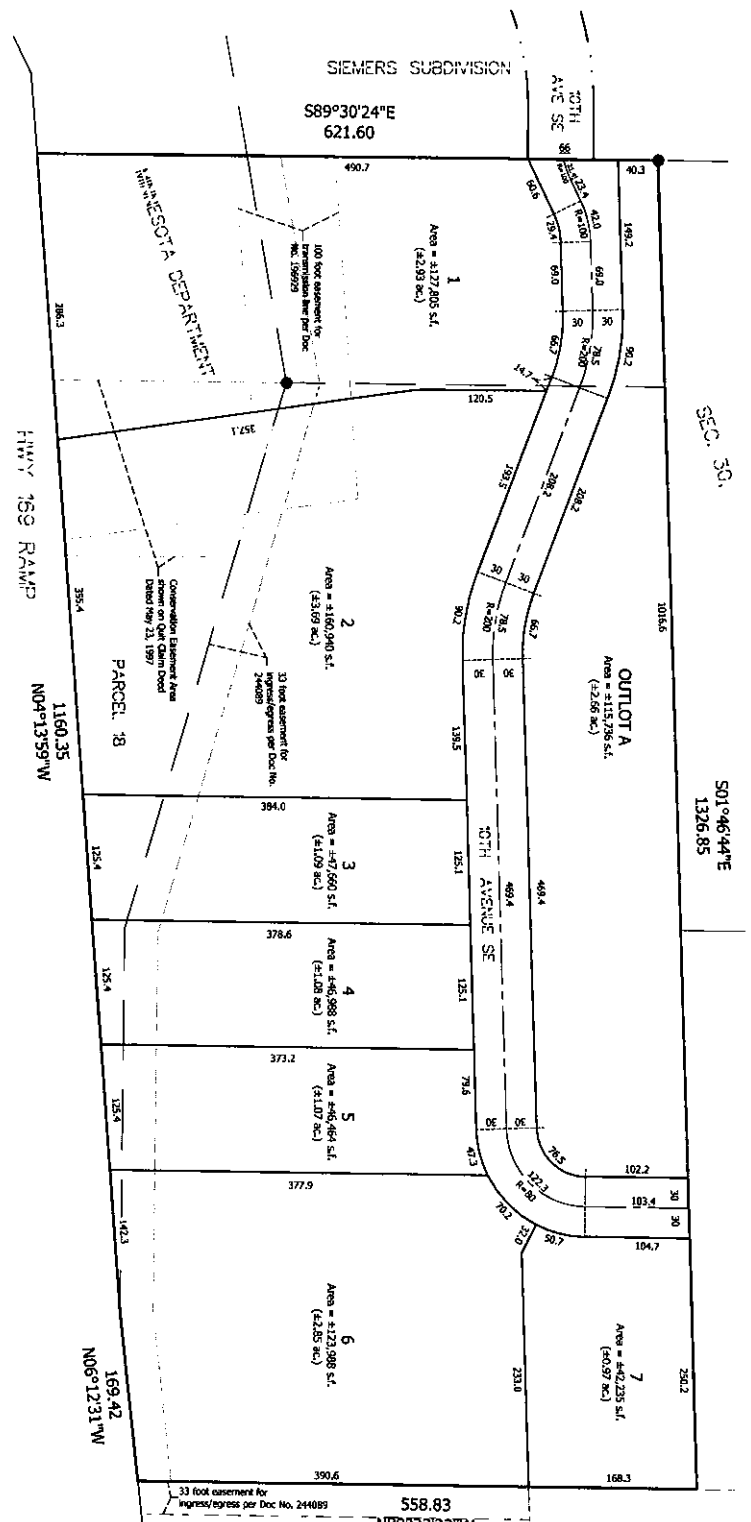
Posted this 20th Day of February 2025







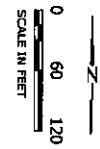




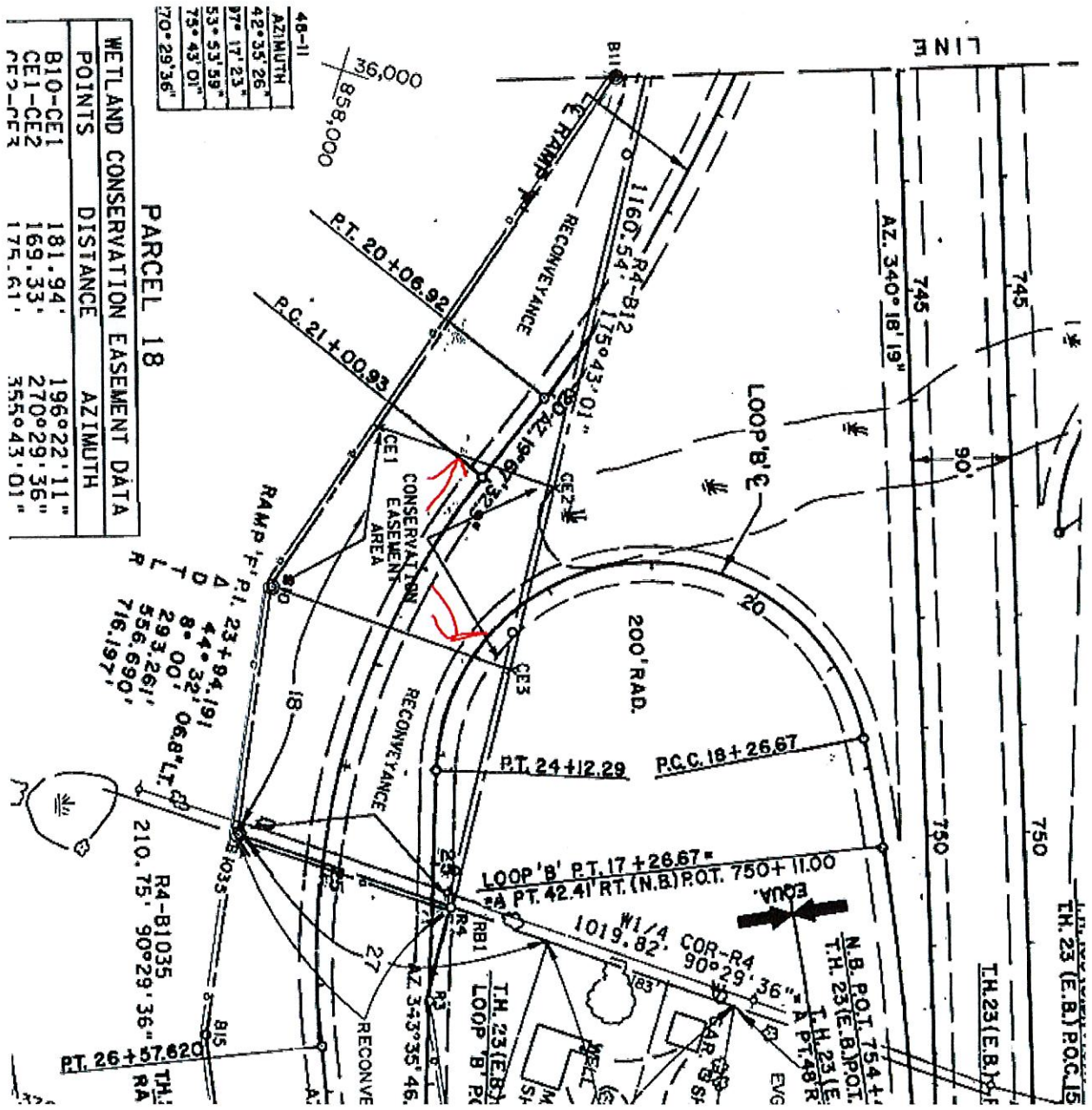
PID: 21-000-3016
The part of the Northeast Quarter of the Southwest Quarter of Section 30, Township 38, Range 26, Mile Lac County, Minnesota, shown as Parcel 18 on Minnesota Department of Transportation Right of Way Plat No. 48-10 as the same is on the said record in Minnesota Department of Transportation Right of Way Plat No. 48-10 on said plat, thence run north on an azimuth of 353 degrees 44 minutes 29 seconds along the boundary of said plat for 470.06 feet to Right of Way Boundary Corner B12; thence on an azimuth of 355 degrees 43 minutes 01 seconds for 1160.54 feet to the East and West Quarter line of said Section and there terminating.

PID: 21-000-3040
The West Half of the West Half of the Northeast Quarter of the Southwest Quarter AND the West Half of the Northeast Quarter of the Southwest Quarter, all in Section 30, Township 38, Range 26, Mile Lac County, Minnesota, designated as Parcel 18 and lying west of the east boundary of Parcel 18 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 48-10 on said plat, thence run north on an azimuth of 353 degrees 44 minutes 29 seconds along the boundary of said plat for 470.06 feet to Right of Way Boundary Corner B12; thence on an azimuth of 355 degrees 43 minutes 01 seconds for 1160.54 feet to the East and West Quarter line of said Section and there terminating.

PID: 21-000-3041
That part of the Northeast Quarter of the Southwest Quarter of Section 30, Township 38, Range 26, Mile Lac County, Minnesota, described as follows: Beginning at the point of intersection of the North line of said Northeast Quarter with the Eastern line of the recorded part of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 48-10 on said plat, thence run north on an azimuth of 353 degrees 44 minutes 29 seconds along the boundary of said plat for 470.06 feet to Right of Way Boundary Corner B12; thence on an azimuth of 355 degrees 43 minutes 01 seconds for 1160.54 feet to the East and West Quarter line of said Section and there terminating.



<p>193807178.XSNV PROJECT NUMBER 193807178 SHEET NUMBER XSNV</p>	<p>CITY OF MILACA, MINNESOTA PROPOSED LOT LAYOUT MILACA, MINNESOTA</p>		<p>SURVEY BY:</p>	<p>Minneapolis Office 733 Marquette Ave Suite 1000 Minneapolis, MN 55402 Phone: 612-712-2000 Website: www.stantec.com</p>	
	<p>DRAWN BY:</p>	<p>DJR</p>			
	<p>DESIGNED BY:</p>				
	<p>CHECKED BY:</p>				
	<p>APPROVED BY:</p>				
			<p>DATE: DECEMBER 30, 2024</p>		



Opinion of Probable Costs

MILACA DEVELOPMENT PROPERTY STREET & UTILITY PROJECT (south of liquor store)

May 30, 2024

Estimate based on an assumed 32-foot wide city street 720-feet in length.

Item	Units	Estimated Qty	Estimated Unit Price	Estimated Total Price
MOBILIZATION	LUMP SUM	1	\$15,000.00	\$15,000.00
TEMPORARY TRAFFIC CONTROL	LUMP SUM	1	\$1,000.00	\$1,000.00
CLEAR AND GRUB	LUMP SUM	1	\$5,000.00	\$5,000.00
STREET LIGHTING	LUMP SUM	0	\$125,000.00	\$0.00
BITUMINOUS REMOVAL	SQ YD	1070	\$3.00	\$3,210.00
COMMON EXCAVATION	CU YD	2030	\$15.00	\$30,450.00
SUBGRADE EXCAVATION	CU YD	125	\$15.00	\$1,875.00
SUBGRADE PREPERATION	SQ YD	2720	\$2.00	\$5,440.00
STRIP, STOCKPILE, AND RESPREAD TOPSOIL	LUMP SUM	1	\$5,000.00	\$5,000.00
SELECT GRANULAR BORROW (12-inches)	CU YD	857	\$16.00	\$13,712.00
AGGREGATE BASE, CLASS 5 (8")	CU YD	970	\$32.00	\$31,040.00
GEOTEXTILE NONWOVEN FABRIC, TYPE 5 (MODIFIED)	SQ YD	125	\$3.00	\$375.00
BITUMINOUS WEAR COURSE MIXTURE SP 9.5 (3,C) (1.5-inches)	TON	200	\$100.00	\$20,000.00
BITUMINOUS NON-WEAR COURSE MIXTURE SP 12.5 (3,C)(2.5-TACK COAT	TON	340	\$90.00	\$30,600.00
CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	GAL	170	\$15.00	\$2,550.00
15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1400	\$17.50	\$24,500.00
12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	200	\$70.00	\$14,000.00
CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'x3'	LIN FT	100	\$65.00	\$6,500.00
CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EACH	4	\$4,000.00	\$16,000.00
CONSTRUCT DRAINAGE BASIN	EACH	2	\$6,000.00	\$12,000.00
ESC BLANKET, CATEGORY 2S	LUMP SUM	1	\$20,000.00	\$20,000.00
SEED, FERTILIZER, & HYDROMULCH	SQ YD	2000	\$6.00	\$12,000.00
SILT FENCE, TYPE MACHINE INSTALLED	SQ YD	2000	\$2.00	\$4,000.00
FILTER LOG TYPE WOOD FIBER BIOROLL	LIN FT	500	\$3.50	\$1,750.00
	LIN FT	100	\$7.50	\$750.00

TEMPORARY ROCK CONSTRUCTION ENTRANCE
 STORM DRAIN INLET PROTECTION
 CONTINGENCY

EACH	1	\$1,500.00	\$1,500.00
EACH	4	\$250.00	\$1,000.00
LUMP SUM	1	\$26,548.00	\$26,548.00
ESTIMATED STREET CONSTRUCTION			\$305,800.00

8-INCH PVC SANITARY SEWER PIPE, SDR 26
 CONSTRUCT SANITARY MANHOLE
 CONNECT TO EXISTING SANITARY MANHOLE
 8"X4" PVC SANITARY SERVICE WYE, SCH 40
 4" PVC SANITARY SERVICE PIPE, SCH 40
 CONTINGENCY

LIN FT	720	\$85.00	\$61,200.00
EACH	5	\$7,000.00	\$35,000.00
EACH	1	\$1,500.00	\$1,500.00
EACH	6	\$500.00	\$3,000.00
LIN FT	250	\$50.00	\$12,500.00
LUMP SUM	1	\$6,050.00	\$6,050.00
ESTIMATED SANITARY SEWER COST			\$119,250.00

6" PVC WATERMAIN, C900
 8" PVC WATERMAIN, C900
 6" GATE VALVE AND BOX
 8" GATE VALVE AND BOX
 5" HYDRANT
 DIP FITTINGS
 CONNECT TO EXISTING WATER MAIN
 1" CORPORATION STOP
 1" CURB STOP & BOX
 1" TYPE K COPPER PIPE
 CONTINGENCY

LIN FT	100	\$65.00	\$6,500.00
LIN FT	720	\$68.00	\$48,960.00
EACH	3	\$3,500.00	\$10,500.00
EACH	2	\$4,000.00	\$8,000.00
EACH	3	\$6,500.00	\$19,500.00
POUNDS	500	\$6.00	\$3,000.00
EACH	1	\$2,500.00	\$2,500.00
EACH	5	\$500.00	\$2,500.00
EACH	5	\$750.00	\$3,750.00
LIN FT	200	\$30.00	\$6,000.00
LUMP SUM	1	\$5,040.00	\$5,040.00
ESTIMATED WATER MAIN COST			\$116,250.00

ESTIMATED TOTAL CONSTRUCTION	\$541,300.00
ESTIMATED INDIRECT SOFT COSTS	\$150,000.00
TOTAL ESTIMATED PROJECT COST	\$691,300.00

Tammy Pfaff

From: StauberProjects <StauberProjects@mail.house.gov>
Sent: Wednesday, February 12, 2025 1:49 PM
To: StauberProjects
Subject: FY26 Community Project Funding Requests
Attachments: fy25-community-project-funding-request-guidance.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings!

Congressman Stauber is seeking local community projects for Fiscal Year 2026 (FY26). If you would like your project considered, please complete the [FY26 Community Project Funding Requests Form](#) on our [website](#). **Projects should be considered shovel-ready and have broad community support.**

For Fiscal Year 2025, of the 15 projects selected by our office, 14 were successfully submitted to and approved by the House Appropriations Committee. That said, we are still operating under a Continuing Resolution until March 2025. This means final FY25 funding decisions are still being worked through. Please review the projects that were selected by our office [here](#).

Attached, you will find the rules for funding requests for FY25. Although House rules for funding requests for FY26 have not been released yet, we believe they will be similar. Please review this document. Additionally, please review the [Appropriations Committee Website -FY25 Community Member Request Guidance page](#) for additional guidance from various subcommittees.

If you have any questions, please reply to this email.

Thank you!

Tammy Pfaff

From: Sam Johnson <sam@parcel.properties>
Sent: Thursday, February 20, 2025 2:56 PM
To: Tammy Pfaff
Subject: Re: Special Council Meeting March 5th at 5PM
Attachments: Sauk Rapids Dev Land Reduced File Size.pdf

1. Sign listing agreement
2. Order professional drone photography (usually takes 1 to 2 weeks)
3. Complete listing fliers. Similar to what is attached.
4. I'd like to get some renderings completed (with the drones when they're complete) that would look



like this:

5. We need to discuss signage. I plan to put as big of a sign out there as you guys let me, or possibly multiple signs. Another thing to consider is a billboard. This could benefit the City in the long term via lease payments, and in the short term we could use it to advertise the business park.
6. I think we should work to "brand" the business park with a name, etc.
7. Once all of that is completed we will get it on the commercial realtor sites Costar, loopnet, Mncar, Crexi and then MLS too.
8. We will post on Social Media everywhere.
9. I'd like to get a front page newspaper story done in the Union Times and anyone else who will run it for us.

I think that will be a really good start. If we need another boost of energy doing a video on Milaca with Mayor Dillan would be great. Highlighting the area, and the site to promote online as well. We can consider this either way.

Like I've told you guys before my fee is about 1% if we somehow generate \$1,000,000 that would result in \$10,000 to Parcel. We will easily spend that in marketing if we go all in on this. My goal is to break even and see a great project!

I'm excited to get to work. I can't wait to see what the future holds.

Sam

On Thu, Feb 20, 2025 at 12:10 PM Tammy Pfaff <TPfaff@milacacity.com> wrote:

Can you send me your marketing plan. This way the council can review the plan when I send them the council packet.

Thanks

Have a great day!

Tammy Pfaff

City Manager



CITY OF
MILACA *Minnesota*

255 First Street East, Milaca, MN 56353

(320)983-3141 | (320)983-3142 fax

From: Sam Johnson <sam@parcel.properties>
Sent: Thursday, February 20, 2025 11:00 AM
To: Tammy Pfaff <TPfaff@milacacity.com>
Subject: Re: Special Council Meeting March 5th at 5PM

Please see attached draft.

I've got some marketing ideas. Should I put together my plan and send now, or should I wait until we're in the group setting.

Sam

On Thu, Feb 20, 2025 at 10:11 AM Tammy Pfaff <TPfaff@milacacity.com> wrote:

Sam

Send it to me now so I can review it.

Thanks

Have a great day!

Tammy Pfaff

City Manager



CITY OF
MILACA *Minnesota*

255 First Street East, Milaca, MN 56353

(320)983-3141 | (320)983-3142 fax

From: Sam Johnson <sam@parcel.properties>

Sent: Thursday, February 20, 2025 8:49 AM

To: Tammy Pfaff <TPfaff@milacacity.com>

Cc: Gravel, Phil <phil.gravel@stantec.com>; Gary Kirkeby <gkirkeby@milacacity.com>; davedillan4@gmail.com

Subject: Re: Special Council Meeting March 5th at 5PM

I'll be there looking forward to it.

Should I have a listing agreement at that time, or prior to. My listing agreements are very simple.

On Thu, Feb 20, 2025 at 8:38 AM Tammy Pfaff <TPfaff@milacacity.com> wrote:

Good Morning,

Phil, Sam and Gary,

The council called a special meeting to discuss the Milaca Junction Development and proceed with moving forward with the survey and sale of the lots and to discuss the infrastructure needs.

Please plan to attend.

Thanks

Have a great day!

Tammy Pfaff

City Manager



CITY OF
MILACA *Minnesota*

255 First Street East, Milaca, MN 56353

(320)983-3141 | (320)983-3142 fax

FOR SALE

Prime Sauk Rapids Residential Development land!



OFFERING SUMMARY:

xxxx Golden Spike Road Sauk Rapids, MN

\$1,100,000 for 70 acres / ~\$15k per acre

Located south of Sauk Rapids High School

Immediately adjacent to an existing development

Approved plat for 65 lots

City will review plats for more dense housing

Outline:

Parcel Real Estate is pleased to offer for sale 70 acres of prime residential development land in Sauk Rapids, MN. The site has been fully entitled for 65 lots, and the city is open to reviewing more dense plat options. The development can be broken into 3 smaller phases. This property is immediately adjacent to an existing development with infrastructure for sewer & water nearby, and is walkable to the Sauk Rapids High School!

- 70 Acres
- Fully entitled and approved for 65 lots
- Preliminary plats for more lots exist and the City is open to proposals for more dense development.
- Accessible via Golden Spike Road!
- Can be split into 3 phases of development
- Walking distance to Sauk Rapids High School
- Great City support to see this project completed

Parcel
REAL ESTATE

Description
Fully entitled to start development today!

Turnkey development opportunity.

Offering:

FOR SALE

CONTACT:

Sam Johnson

sam@parcel.properties
320-420-1177
parcel.properties

FOR SALE

Prime Sauk Rapids Residential Development land!

CONTACT:

Sam Johnson

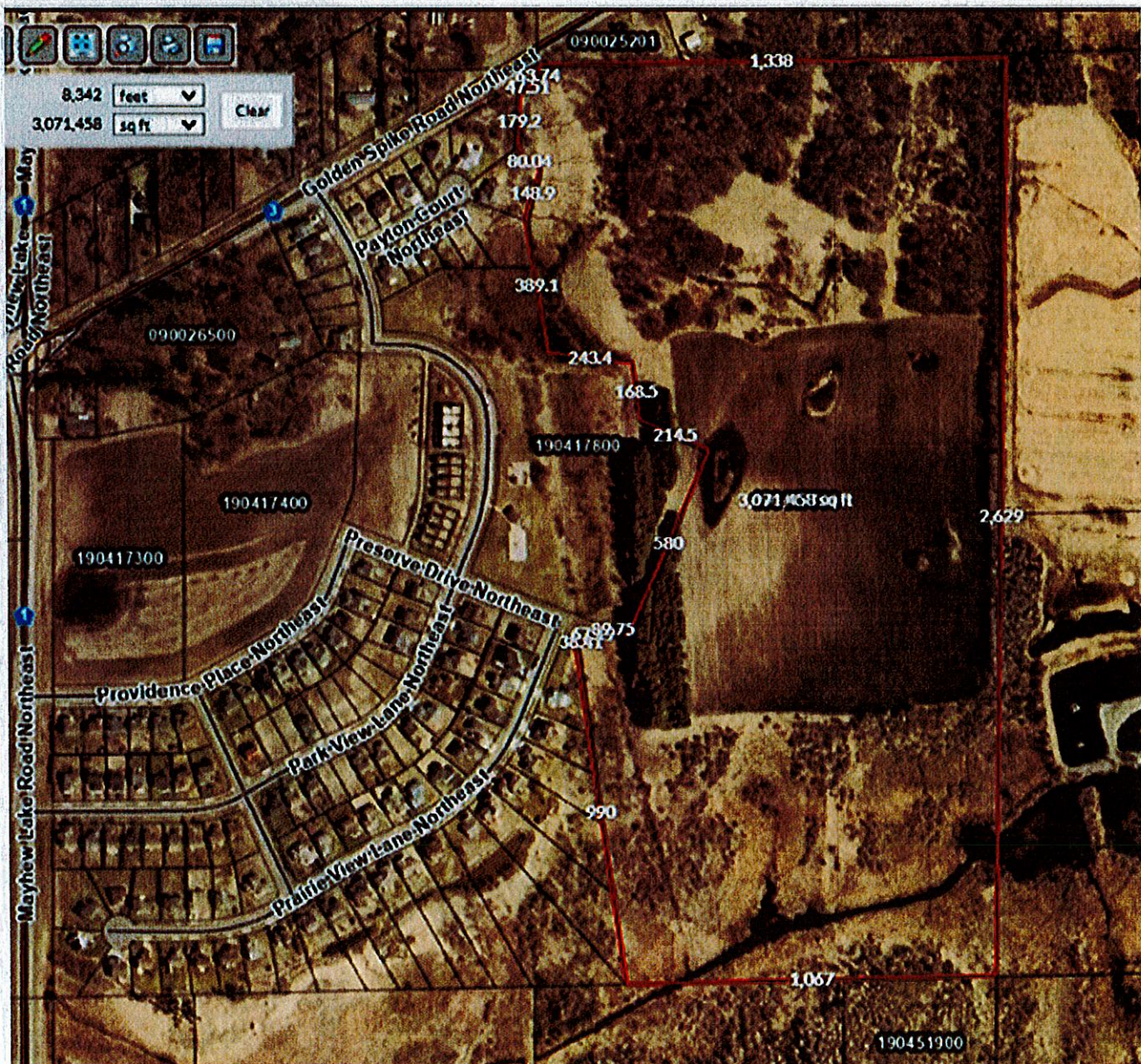
sam@parcel.properties

320-420-1177

parcel.properties

Parcel
REAL ESTATE

Parcel Boundaries



FOR SALE

Prime Sauk Rapids Residential Development land!

CONTACT:

Sam Johnson

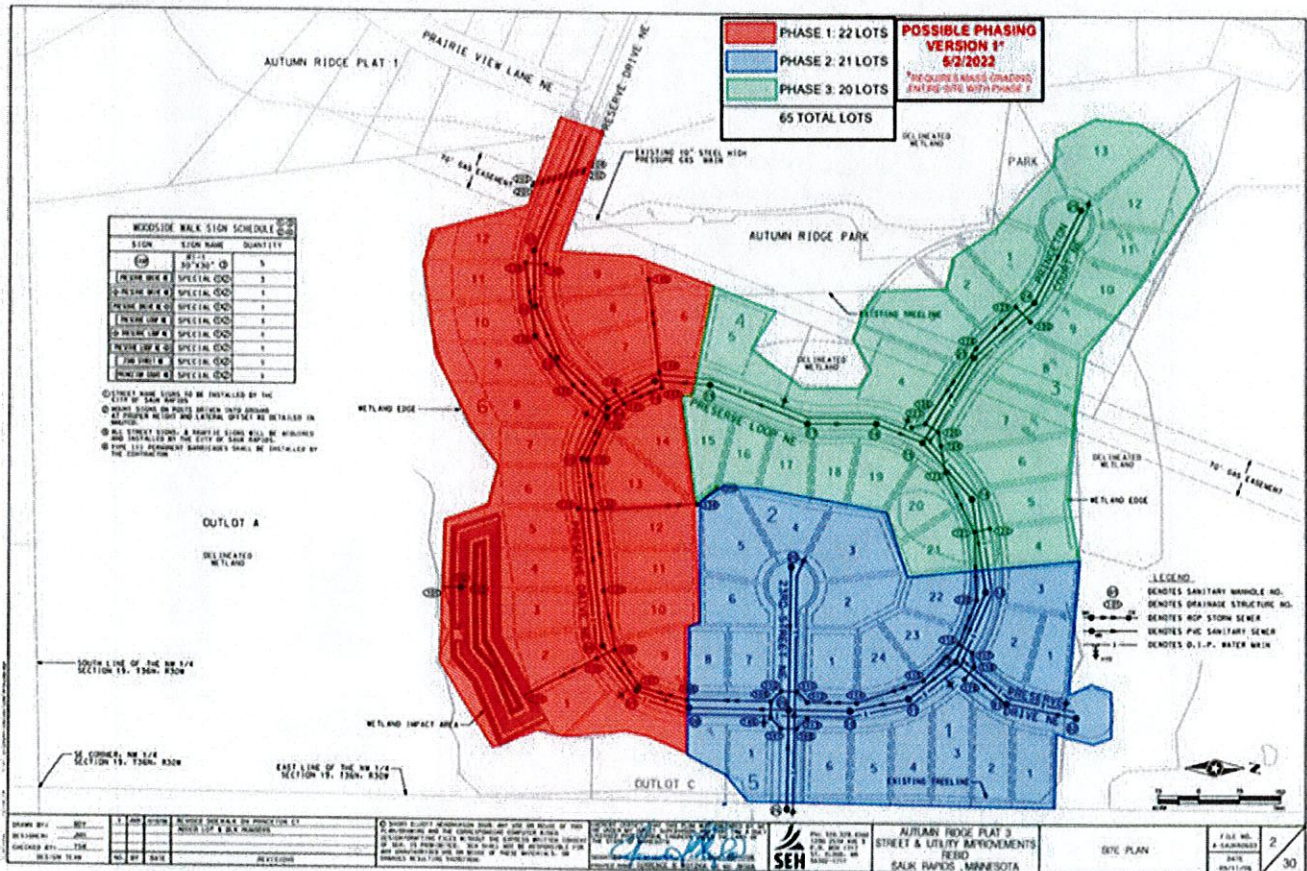
sam@parcel.properties

320-420-1177

parcel.properties

Parcel
REAL ESTATE

Fully Approved Plat with Phase suggestions



FOR SALE

Prime Sauk Rapids Residential Development land!

CONTACT:

Sam Johnson

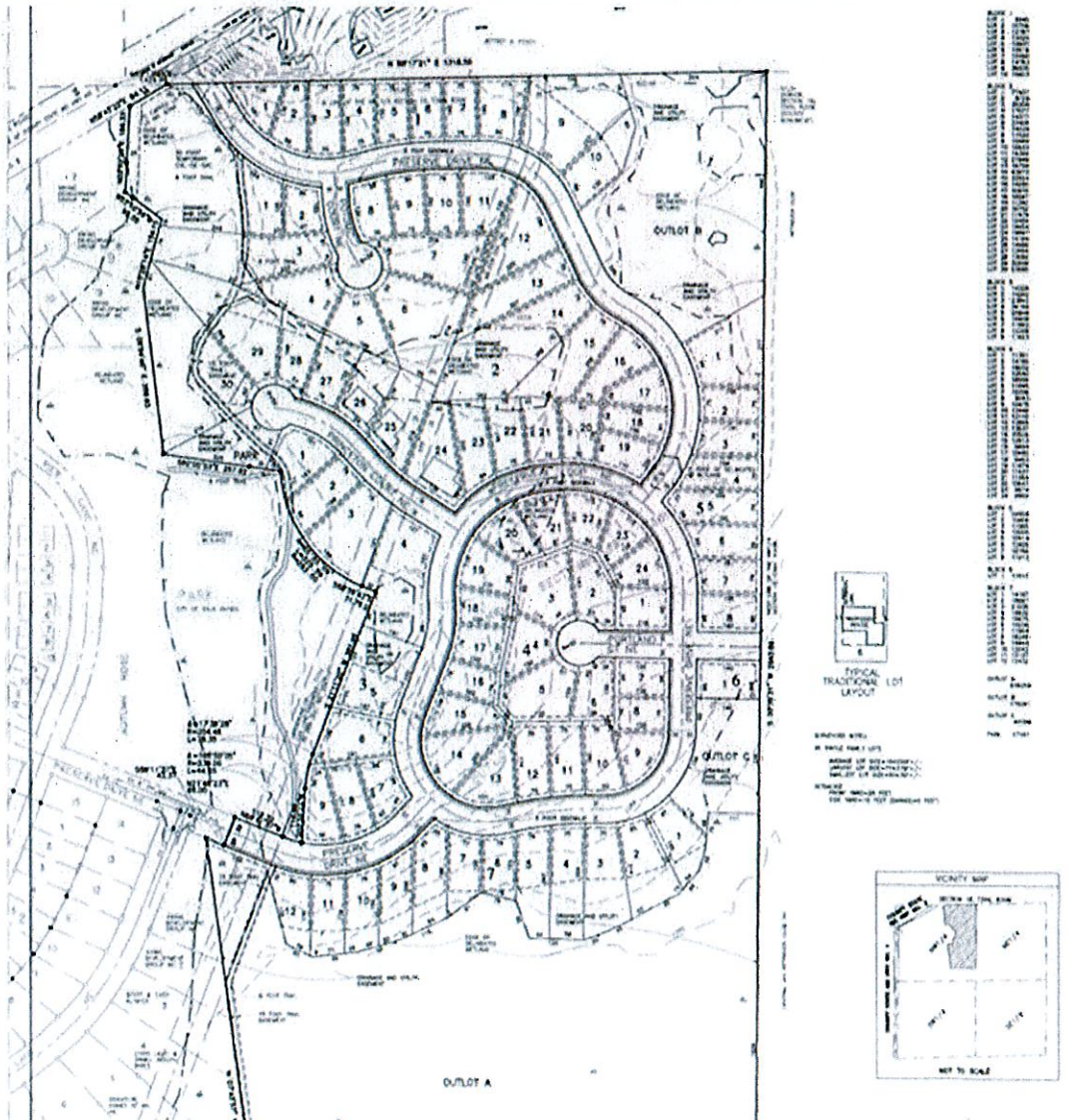
sam@parcel.properties

320-420-1177

parcel.properties

Parcel
REAL ESTATE

95 Lot option (not the current fully approved plat). The City has expressed they'd review options, but any changes to the approved plat would need to be reviewing by Planning Commission and approved by the City Council.



FOR SALE

Prime Sauk Rapids Residential Development land!

CONTACT:

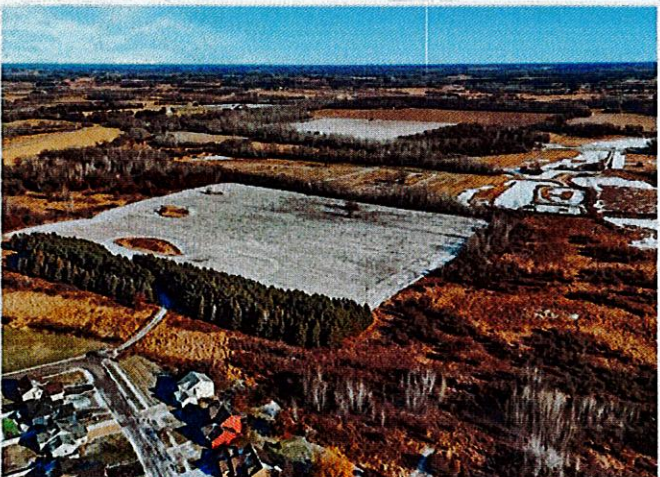
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Parcel
REAL ESTATE



FOR SALE

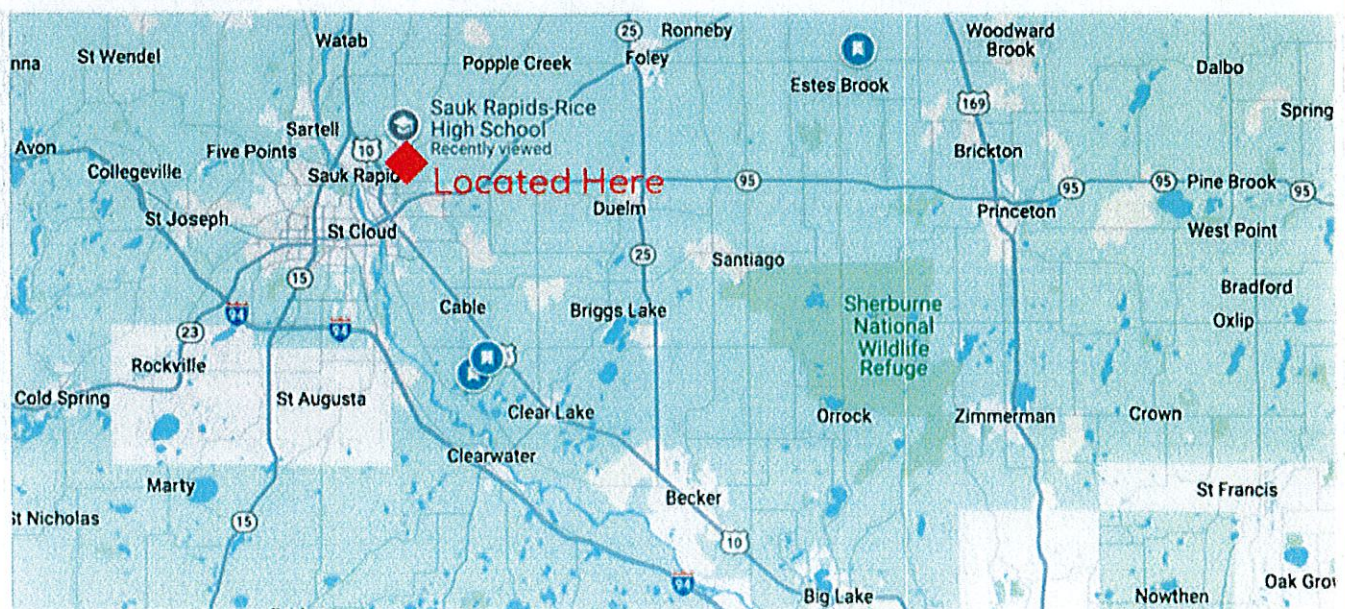
Prime Sauk Rapids Residential Development land!

CONTACT:

Sam Johnson

sam@parcel.properties
320-420-1177
parcel.properties

Parcel
REAL ESTATE



EXCLUSIVE LISTING AGREEMENT

This Exclusive Listing Agreement (“**Agreement**”) is made and effective on March 5, 2025 (“**Effective Date**”) between City of Milaca a Government Entity, whose address is 255 1st St E, Milaca MN 56353 (“**Owner**”) and Parcel Real Estate, Inc., an S-Corp, whose address is 507 N Benton Drive Sauk Rapids, MN 56379 (“**Broker**”) (each a “**Party**” and collectively the “**Parties**”).

1. PROPERTY

- 1.1. Property. The property to be sold is located at PIN: 21-000-3040, and is commonly known as the “Milaca Junction Addition” property. The Property shall include any and all parcels to be subdivided and sold by the City of Milaca. Planning is still in progress and exact PID’s are not determined. (“**Property**”).

2. TERM

- 2.1. Term. Owner grants Broker the exclusive right to negotiate a sale of the Property for the period commencing March 5, 2025 and ending on December 31, 2026 (“**Term**”).

3. REPRESENTATION

- 3.1. Designated Agent. Owner and Broker designate Sam Johnson as Owner’s agent (“**Agent**”). Broker and Agent owe Owner the fiduciary duties an agent owes a principal under Minnesota Law, which duties shall survive termination or expiration of this Agreement.
- 3.2. Dual Representation. Owner acknowledges that the Broker represents multiple prospective buyers. Owner desires the Property be presented to such persons or entities and consents to dual representation if created. Notwithstanding the foregoing, Broker agrees not to disclose Owner’s confidential information to any other client of Broker.
- 3.3. Duty to Cooperate. Broker agrees to actively engage and cooperate with other commercial brokers in Broker’s effort to sell the Property. Broker further agrees not to limit prospects to Broker’s own clients, or to give Broker’s clients priority or preference over the prospects of other commercial brokers.

4. RESPONSIBILITIES

- 4.1. Broker Responsibilities.
- (a) Broker agrees to represent Owner’s best interests and give Owner its undivided loyalty. Broker further agrees to use its special expertise and best efforts to sell the Property at the best price and the best terms for Owner’s benefit. Broker agrees and understands that any sale of the Property must be on terms acceptable to the Owner in Owner’s sole discretion.
- (b) Broker agrees to aggressively advertise and market the Property and shall place the Property on Costar, Loopnet, MLS, MnCar, Facebook & more. Broker further agrees to communicate marketing progress to Owner monthly and periodically upon obtaining fully qualified prospects.

- (c) Broker agrees to promptly respond to all inquiries about the Property. Broker further agrees to promptly notify Owner of interest in the Property, offers to purchase, or any other developments or information related to the Property. Broker agrees to disclose to the Owner all applicable information made available to Broker on or by potential sale prospects.
- (d) Broker agrees to exercise best efforts to be present at all showings, particularly if the prospect is not represented by the prospect's own broker.
- (e) Broker agrees to comply with and offer the Property in compliance with all applicable federal, state and local laws and regulations including, but not limited to, anti-discrimination laws.

4.2 Owner Responsibilities.

- (a) Owner agrees to reasonably cooperate with Broker in leasing or selling the Property and authorizes Broker to place one or more signs on the Property if, in Broker's opinion, such signs will facilitate leasing or selling the Property.
- (b) Owner agrees to allow Broker to enter data regarding the Property in the Commercial MLS and other marketing outlets.
- (c) Owner agrees to disclose to Broker and prospective buyers material structural, mechanical or environmental information in Owner's possession regarding the condition of the Property.
- (d) Owner and its counsel agree to be responsible for determining the legal sufficiency of all purchase agreements and other documents related to any transactions contemplated by this Agreement.

5. COMPENSATION

- 5.1 Commission. Broker shall earn a commission for its services under this Agreement if, during the Term, Broker successfully sells the Property on terms acceptable to the Owner. The total commission to be paid by Owner to Broker shall be in accordance with the schedule set forth on the attached Exhibit A.
- 5.2 Payment. Owner shall pay Broker an earned commission upon closing of a sale transaction.
- 5.3 Buyer Broker Commissions. Buyer broker commissions are negotiated on a per sale basis, and will be considered at the point of the offer. The seller is only obligated to pay Parcel Real Estate directly, but they may consider paying the buyer's broker depending on the offer.

6. TERMINATION

- 7.1 Termination. Broker and Owner are each entitled to terminate this Agreement at any time upon written notice to the other Party.

7. MISCELLANEOUS

- 8.1 Entire Agreement; Modification; Waiver. This Agreement embodies the entire agreement and understanding between the Parties and supersedes any prior oral or written agreements, representations and statements relating to the transactions contemplated by this Agreement. This Agreement may not be amended, modified, or supplemented except in writing executed by both Parties. No term of this Agreement shall be waived unless done so in writing by the Party benefited by such term.
- 8.2 Construction. The rule of strict construction shall not apply to this Agreement. The Agreement shall not be interpreted in favor of or against either Party merely because of their respective efforts in preparing it.
- 8.3 Governing Law. This Agreement shall be governed by Minnesota law in Mille Lacs County.
- 8.4 Dispute Resolution. Any dispute arising out of or relating to this Agreement will be resolved in accordance with the procedures specified in this Section 8.4 which will be the sole and exclusive means for the resolution of any such disputes. The Parties intend that these provisions will be valid, binding, enforceable and irrevocable and will survive any termination of this Agreement.
- (a) Notification and Negotiation. The Parties will promptly notify each other in writing of any dispute arising out of or relating to this Agreement and will attempt in good faith to resolve any such dispute promptly by negotiation between the Parties. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this Section 8.4 are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- (b) Arbitration. If any such dispute remains unresolved within thirty (30) days of written notice of dispute provided under Section 8.4(a), such dispute shall be submitted to binding arbitration in St. Cloud, Minnesota before a single arbitrator mutually acceptable to the Parties. Judgment on the award rendered by the arbitrator may be entered in Stearns County District Court, St. Cloud, Minnesota, and both Parties consent to the jurisdiction of such courts for purposes of the entry of judgment.
- 8.5 Binding Effect. This Agreement shall insure to the benefit of and shall bind the Parties and their respective successors and assigns.
- 8.6 Severability. If any term of this Agreement shall be held invalid or unenforceable the remaining provisions shall continue to be valid and binding upon the Parties.
- 8.7 Assignment. Except as otherwise provided in this Agreement, neither Party may assign all or a portion of such Party's rights and obligations under this Agreement without the prior written consent of the other Party.
- 8.8 Notices. Any notice, consent, waiver, request or other communication given under this Agreement shall be in writing and shall be deemed given (a) when delivered personally, (b) when mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, (c) when dispatched by a nationally recognized overnight delivery service, or (d) via email, and in any case addressed to the other Party as follows:

If to Seller:
City of Milaca
Attn: Tammy Pfaff
255 1st St E
Milaca MN 56353
tpfaff@milacacity.com

If to Broker:
Parcel Real Estate, Inc.
Attn: Sam Johnson
507 N Benton Drive
Sauk Rapids, MN 56379
sam@parcel.properties

Either Party may change its address for service of notice in the manner above specified.

- 8.9 Further Assurances. The Parties agree to execute and deliver such other documents and take such other actions, whether prior or subsequent to Closing, as may reasonably be requested by the other Party, to further consummate the transactions contemplated by this Agreement, without further consideration.
- 8.10 Time Periods. When computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is on a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next business day following such Saturday, Sunday or legal holiday. For purposes of this Section 8.10, the term legal holiday means any state or federal holiday for which financial institutions or post offices are generally closed in Minnesota.
- 8.11 Attorney's Fees and Costs. If either Party brings any legal action or proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party all its costs and expenses incurred as a result, including reasonable attorney's fees.
- 8.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may be transmitted via facsimile or email. Signed photocopies of this Agreement, including in facsimile, PDF or other electronic format, shall be given the same force and effect as an original.

The Parties have executed this Agreement as of the Effective Date set forth above.

OWNER:
City of Milaca
By: Tammy Pfaff
Its City Manager

BROKER or AGENT:
Parcel Real Estate, Inc.
By: Sam Johnson
Its: Owner / Broker

EXHIBIT A
(Commission Schedule)

Sale:

If Broker sells the Property on terms and conditions the Owner agrees to, Broker shall be paid a fee of 1% of the sale price.

If there is a buyer's broker representing a prospective buyer their commission shall be considered on a deal by deal basis. Seller is not obligated to pay a buyer's broker representative, but often times in the industry the seller elects to cover broker fees for the buyer's representation.

Sale price for each lot shall be determined by the City of Milaca with the brokers help & instruction after the official preliminary plat is completed. Pricing will be on a lot by lot basis.