

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
OCTOBER 11, 2011
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. Boat Storage Facility – Andy Magness, Randy Lieberg, Dave Aker
2. Assessment Roll – 10AJ2 – Storm Sewer North Star Terrace – Greg Boppre
3. Pool – Dave Aker
4. Police Officer Hiring Request – Chief Hedlund
5. Extraburn Hours MOU with LELS – Scott Huizenga
6. Campbell Library Roof – Charlotte Helgeson
7. Banners for Sacred Heart – Marc DeMers

ADJOURN

Upcoming Meetings

Regular Meeting – October 18, 2011 – 5:00 PM – Council Chambers

Work Session – October 25, 2011 – 5:00 PM – Training Room

Regular Meeting – November 1, 2011 – 5:00 PM – Council Chambers

Work Session – November 8, 2011 – 5:00 PM – Training Room (Election Day)

Request for Council Action

Date: September 16, 2011

To: East Grand Forks City Council, Mayor Lynn Stauss, Henry Tweten, Council Members: Marc Demers, Council President Craig Buckalew, Council Vice President Wayne Gregoire, Greg Leigh, Mike Pokrzywinski and Ron Vonasek.

Cc: File

From: Dave Aker

RE: Boat House

Background:

We have looked at the four possible spots that Andy has designated by priority order where to build a boat house. The first one is overlooking the Eagle Point trail head by the parking lot facing to the north. The second one is up on the Frisbee golf course in the NE corner of the course right across the bike trail from the parking area. The third one is west of the Louie Murray Bridge by the bike path on the same side of Eagle Point. The fourth site is by the railroad bridge where the campground bath house was before. (See Maps for locations) All the sites are in the floodway or floodplain, the floodplain is on the top of the levees around the whole city of East Grand Forks. If this is the case, the four spots would not be eligible to build anything on by the ordinance of the City of East Grand Forks. To build something that had no adverse impact on the floodplains the owner would have to get a certificate from the Engineer-Of-Record (EOR) or the Design Engineer. The proposed modifications must also comply with all current Corps engineering design standards. The project would not raise or lower the flood elevation by more than 0.00 feet. Also he would have to present it to the DNR for permission.

Recommendation: It is our recommendation that Andy would not be able to build anything permanent in the floodplain. He would have to get an EOR or Design Engineer to approve the plan, he should first start with Tom Spoor.

Enclosures: Maps and the floodplains and floodplain management.

SECTION 10.19: (FW) FLOODWAY OVERLAY DISTRICT

SUBDIVISION 1: USES PERMITTED

The following uses shall be permitted uses within the FW District to the extent that they are not prohibited by any other zoning district:

- A. All uses commonly classed as agricultural.
- B. Drainage system, flood control and watershed structure, and erosion control device meeting all City and State standards.
- C. Public parks and playgrounds.
- D. Golf courses.
- E. Parking lots and loading areas.
- F. Other open space uses.
- G. Utilities, Railroad tracks, Streets, and Bridges. Public utility facilities, roads, railroad tracks, and bridges within the flood plain shall be designed to minimize increases in flood elevations and shall be compatible with local comprehensive flood plain development plans. Protection to the flood protection elevation shall be provided where failure or interruption of these public facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Where failure or interruption of service would not endanger life or health, a lesser degree or protection may be provided for minor or auxiliary roads, railroads, or utilities.

SUBDIVISION 2: USES BY SPECIAL PERMIT

In addition to other uses specifically identified elsewhere in this Section, the following are special uses in an FW, Floodway Overlay District, and require a special use permit based upon procedures and criteria set forth in and regulated by Section 10.02 – Subdivision 2 of this Chapter:

- A. Uses or structures accessory to open space or special permit uses.
- B. Extraction of sand, gravel and other materials.
- C. Marinas, boat rentals, docks, piers, wharves, and water control structures.
- D. Essential Services - Governmental Uses, Buildings and Storage, and Transmission Services, provided the construction will not cause a stage increase.

SUBDIVISION 3: STRUCTURAL APPROVAL

All structures permitted in the FW District shall be approved by the Council and shall meet locational and structural requirements as they may set. All structures shall be elevated, flood proofed as per Code requirements or designed to be removed prior to flooding.

SUBDIVISION 4: GENERAL REQUIREMENTS

- A. **ALL USES:** Except as allowed in Subdivision 4(B) no structure (temporary or permanent) obstruction, storage of materials or equipment, or other uses may be allowed as special permit uses, which acting along or in combination with existing or anticipated future uses.
- B. **STRUCTURES (TEMPORARY OR PERMANENT):**
1. Structures shall not be designed for human habitation and shall be a necessary appurtenance of an open space use.
 2. Structures shall have a low flood damage potential.
 3. The structure, or structures, if permitted, shall be constructed and placed on the building site so as to offer the minimum obstruction to the flow of flood water.
 - a. Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow, and,
 - b. So far as practicable, structures shall be placed approximately on the same flood flow lines as those of adjoining structures.
 4. Structures shall be firmly anchored to prevent flotation, which may result in damage to other structures and/or restriction of bridge openings and other narrow sections of the stream or river.
 5. Service facilities such as electrical and heating equipment shall be installed at or above the flood protection elevation for the particular area or adequately flood proofed.
 6. Recreational vehicles shall not be allowed except in the existing approved park.
 7. A necessary appurtenant accessory structure shall be placed on a parcel of at least 10 acres in size and if fill or other form of obstruction to flood flow is necessary for said construction, the applicant must provide a

hydraulic study that demonstrates that there will be no increases to the 100 year flood level. Pedestrian bridges shall be subjected to the same requirements.

8. To allow for the equalization of hydrostatic pressure, there must be a minimum of two “automatic” openings in the outside walls of the structure having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure. Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.
9. Storage of materials and equipment:
 - (a) The storage or processing of materials that are, in time of flooding, flammable, explosive or potentially injurious to human, animal, or plant life is prohibited.
 - (b) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with an approved plan by the City.

Floodplains and Floodplain Management



Definitions

floodplain: Any normally dry land area susceptible to surface-water flooding.

100-year flood: A flood that has a 1-percent chance of being equaled or exceeded in any year.

floodway: The river channel and that portion of the floodplain required to pass 100-year floodwaters without increasing the water surface elevation more than a designated height (6 inches in Minnesota).

flood fringe: The portions of the 100-year floodplain outside the floodway but still subject to flooding.

Federal Emergency Management Agency (FEMA): Agency whose mission is to reduce loss of life and property and protect critical infrastructure from hazards.

Flood Insurance Rate Map (FIRM): The official map on which FEMA has delineated the areas of special flood hazards. It is used to determine flood insurance premiums.

Special Flood Hazard Areas (SFHA): Areas in a community that have been identified on FEMA maps as susceptible to a 100-year flood.

National Flood Insurance Program (NFIP): Program under which communities are eligible for federal flood insurance if they enroll in the NFIP and administer floodplain management regulations.

Information Links

Series of information sheets related to floodplain management:
www.dnr.state.mn.us/publications/waters
Flood insurance information:
www.floodsmart.gov
FEMA website: www.fema.gov

What are floodplains?

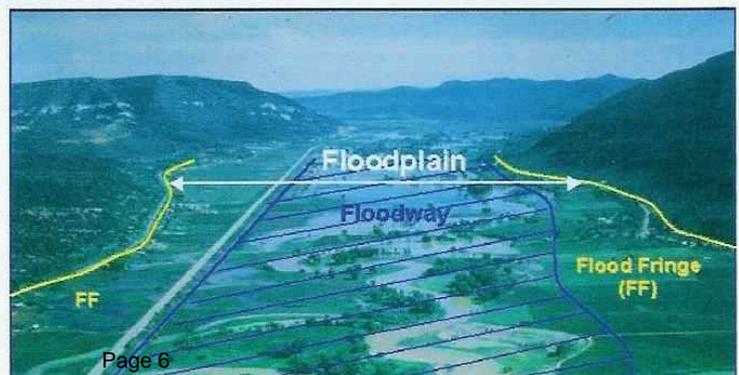
Floodplains are areas susceptible to flooding that are adjacent to rivers, streams, and lakes. In flat areas, the floodplain can extend more than a mile from the flooding source. Floodplains can also be the normally dry areas adjacent to wetlands, small ponds, or other low areas that cannot drain as quickly as the rain falls. A smaller area might be covered by floods every other year, on average (50-percent chance or 2-year floodplain), but a larger area will be covered by the flood that has a 0.2-percent chance of happening in a given year (the 500-year flood). The 1-percent chance (or 100-year) flood is the standard for Minnesota and federal minimum regulations. There is a 1-percent chance of this flood level being equaled or exceeded in any given year. The 100-year floodplain is the land adjoining lakes and rivers that would be covered by the 1-percent chance (or 100-year) flood.

Along large rivers, like the Mississippi River or Red River of the North, floodplains usually are flooded during spring after heavy snow seasons. On these and other floodplains, flooding can also result from intense rains. In fact, climatologists have seen a trend toward a greater percentage of the total annual precipitation coming during the intense rains that can cause flooding. In areas with small streams or ponds, flooding can occur within hours of the intense rain. On the larger rivers and lakes, there may be days of warning.

How are floodplains managed?

Local units of government identify permitted land uses through zoning regulations. Floodplain management regulations are also administered by local zoning authorities. If you want information about permitted land uses on a floodplain within the municipal boundary, check with your city zoning authority. If you are in a rural area, check with your county zoning office. DNR Waters and Federal Emergency Management Agency (FEMA) staffs may assist local officials, especially on complicated issues, but the permitting decisions are made locally.

If your community has a FEMA Flood Insurance Rate Map (FIRM) that shows flood-prone areas, your community should have enrolled in the National Flood Insurance Program (NFIP) and adopted zoning regulations to



Floodplains and Floodplain Management

manage land uses in the mapped floodplain. The community's floodplain management regulations must include the minimum federal and state regulations, but can be more restrictive. Most communities adopt a state model that has incorporated the minimum federal and state regulations. The minimum federal and state regulations are enforced in the 1-percent chance (100-year) floodplain that is mapped on the FIRM for the community.

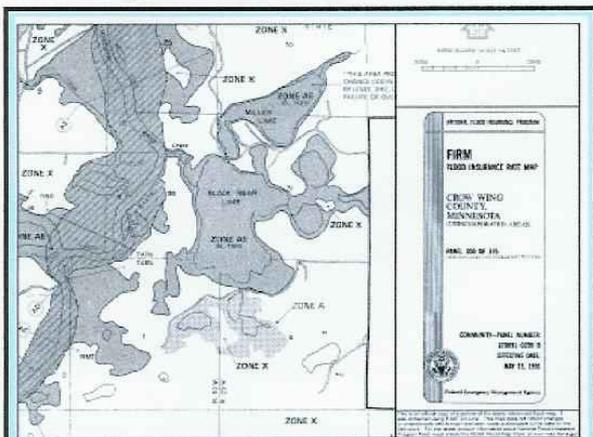
Local zoning regulations also identify permitted land uses in the floodway and flood fringe portions of the 1-percent chance (100-year) floodplain. In the floodway portion, high-velocity floodwaters are expected so most types of development are prohibited. In the flood fringe portion of the floodplain, where the backwater or low-velocity floodwaters occur, development is allowed if it meets standards such as elevating on fill or floodproofing to reduce damage when there is a flood.

Check with your local zoning authority to find out which floodplains are regulated. Local zoning authorities often have more restrictive regulations than the federal and state minimum. They might regulate activities in the 500-year floodplain, instead of just the 1-percent chance (100-year) floodplain, especially for essential services such as hospitals, fire stations, and prisons, or for locating hazardous waste sites. They also may have a local water plan that identifies the local ponds and low spots that would be flooded as a result of an intense rain and may require houses to stay above those areas. The FEMA maps usually show floodplains associated with rivers, streams, and large lakes, but the community may also regulate these locally identified areas as high flooding risks.

Flood insurance requirements

If you intend to obtain a loan from a federally regulated lender (like most mortgage lenders), the lender **MUST** require you to have flood insurance if your home is in the Special Flood Hazard Area (SFHA)—the 1-percent chance (100-year) floodplain. Lenders face penalties and fines if properties in these areas mapped as flood prone are not covered by a flood insurance policy.

If your community is enrolled in the National Flood Insurance Program (NFIP), you can buy flood insurance. More than 93 percent of Minnesotans are in communities participating in the NFIP and can buy flood insurance. A common myth is that you can only buy flood insurance if you are in the floodplain on the FEMA Flood Insurance Rate Maps. The fact is that anyone in a participating community can buy flood insurance, and that the flood insurance is much less expensive if you are not in a floodplain mapped by FEMA.



Sample FEMA Flood Insurance Rate Map (FIRM). Flood insurance is required in shaded areas. Flood insurance is available for any location in or out of the shaded area if the community is a participant in the National Flood Insurance Program.

Sometimes areas above the flood elevation are shown as flood prone on these maps. This is usually due to lack of detailed elevation information to accurately locate boundaries of the floodplain.

FEMA has processes (letter of map amendment; letter of map revision based on fill) to apply for corrections to the map when better information is available for the site.

DNR Contact Information



DNR Waters website lists Area Hydrologists:
www.dnr.state.mn.us/waters

DNR Waters in St. Paul:
500 Lafayette Road
St. Paul, MN 55155-4032
(651) 259-5700

DNR Information Center

Twin Cities: (651) 296-6157
Minnesota toll free: 1-888-646-6367
Telecommunication device for the deaf (TDD): (651) 296-5484
TDD toll free: 1-800-657-3929

This information is available in an alternative format on request. Equal opportunity to participate in and benefit from programs of the Minnesota Department of Natural Resources is available regardless of race, color, national origin, sex, sexual orientation, marital status, status with regard to public assistance, age, or disability. Discrimination inquiries should be sent to Minnesota DNR, 500 Lafayette Road, St. Paul, MN 55155-4031; or the Equal Opportunity Office, Department of the Interior, Washington, DC 20240.



Residential uses and standards in a floodplain

When property owners discover their property is in a floodplain, a common reaction is to assume they cannot use or develop it. In some parts of the floodplain or in some communities, options for land use are very limited. In other situations, most uses are allowed, but the structures must be elevated or flood-proofed to maintain public safety and minimize risk of property damage during a flood.

Two key questions must be answered that affect what can be done to property in a floodplain:

1. Floodway or flood fringe? Is the property in a floodplain shown on a Flood Insurance Rate Map (FIRM) prepared by the Federal Emergency Management Agency (FEMA)? If so, is the property in the floodway or the flood fringe? (See "What are the floodway and the flood fringe" information sheet #2.) Property in a floodway is subject to more use restrictions than property in a flood fringe.

2. Local zoning? What uses are allowed by the local zoning authority (city zoning if your property is within city limits; county zoning if it is in a rural area)? The standards discussed below are based on state and federal minimum standards. Your community will have zoning regulations according to zone, including low-density residential, high-density residential, commercial, industrial, and open space. The community can specify the allowable uses in each zone. In addition to the zoning use guidelines, your community may have building standards that are more restrictive than the state and federal minimums.

What uses are allowed in the floodway and flood fringe of the floodplain?

Floodway uses

- Open space uses and limited grading and earth moving may be permitted if they do not create an obstruction or cause any increase in the flood levels. Uses such as gardens, farming, parks, trails, or golf courses may be allowed depending on your zoning district.
- New structures, additions to existing structures, and substantial improvements to existing structures **are prohibited**.
- A structure built before the publication date of your community's first FEMA floodplain map (pre-FIRM) is "grandfathered" with the following conditions:
 - A structure *may* continue to be used, repaired, and maintained, but no addition may be constructed.
 - If a structure is damaged (e.g., by fire, flood, tornado) by more than 50 percent of the pre-damage value, the structure *may not* be reconstructed.

Flood fringe uses

- The use must be allowed by the underlying zoning of the community.
- New structures and additions to existing structures must be elevated on fill (Figure 1).
- New structures and additions, after a conditional use permit is obtained, may use alternative elevation methods, if allowed by the regulations in that community. (See "Conditional Uses in the Floodplain" information sheet #6).
- Accessory structures (e.g., garages, sheds) may be constructed if properly elevated on fill or flood-proofed (for smaller, "minimal investment" structures). (See "Residential Accessory structures in the flood fringe" information sheet #5).

(continued on back...)



Figure 1. Houses may be constructed in the flood fringe but must be properly elevated to maintain public safety and minimize damage risk during a flood.

- A structure built before the publication date of your community’s first FEMA floodplain map (pre-FIRM) is “grandfathered” with the following conditions:
 - A structure *may* continue to be used, repaired, and maintained, but additions must be elevated or properly flood-proofed in compliance with current community regulations.
 - If a structure is damaged (e.g., by fire, flood, tornado) by more than 50 percent of the pre-damage value or if the cumulative additions and improvements are more than 50 percent of the original structure’s inflation-adjusted value, the entire structure would have to be reconstructed to comply with the community’s floodplain regulations (thus losing “grandfather” status).

What are the key building standards for residential structures in flood fringe?

If possible, build outside the floodplain, with your lowest floor (including basement) above the regulatory flood protection elevation (RFPE). This reduces your risk of flooding, and you will not be required to buy flood insurance. Also, if you build outside the high flood risk zone (the 1-percent chance or 100-year flood zone), preferred risk policy (PRP) flood insurance is available at a significantly reduced premium.

If you must build in the flood fringe, work with your community to ensure that all local regulations are addressed in your proposed building plan. NOTE: Local ordinances may be more restrictive.

The key building standards that meet state and federal law (Figure 1) include:

- No placement of fill is permitted in the floodway.
- Top (i.e., walking surface) of the lowest floor (including basement or crawl space) is at or above the RFPE.
- Fill is at 100-year flood elevation plus floodway stage increase, or higher, extending at least 15 feet horizontally from all sides of the structure.
- An “as built” survey is submitted to the zoning authority to verify that the development was built at the permitted elevation.
- Must meet all local ordinance requirements, including setback* requirements (i.e., from lot lines, and for shoreland management or wild and scenic rivers ordinances). Many communities also require that the access (driveway and access roads) elevation is no lower than 2 feet below the RFPE.

*Setbacks are typically measured from the ordinary high-water (OHW) level, which is the top of the bank of the channel on watercourses. The OHW is not the same as the 100-year floodplain elevation, serves a different purpose, and is usually at a lower elevation.

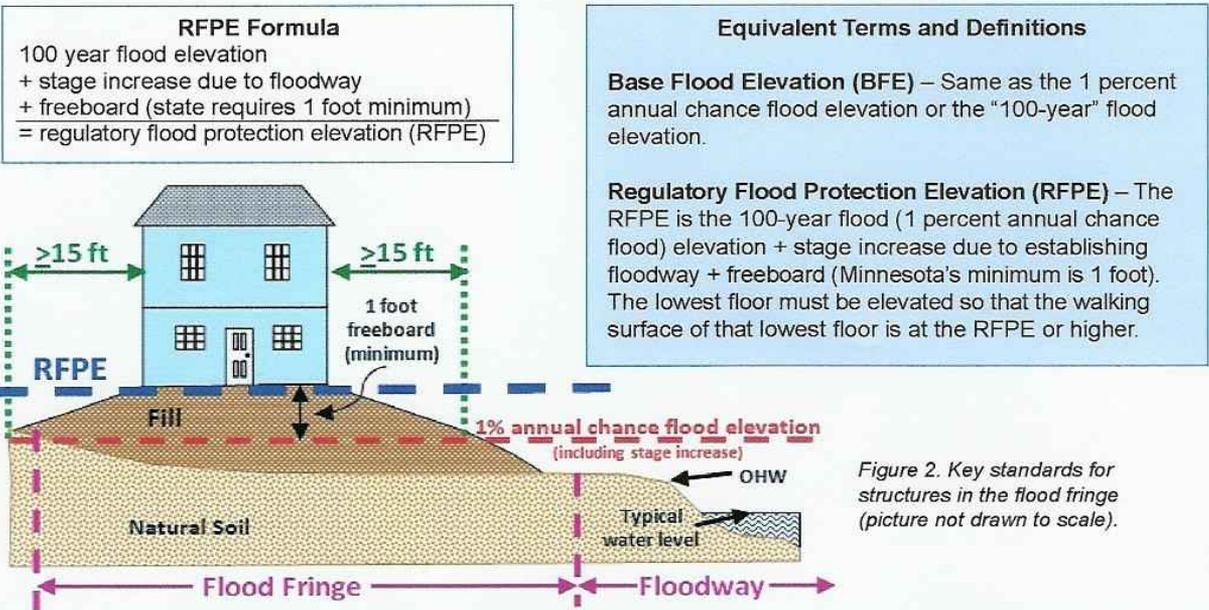


Figure 2. Key standards for structures in the flood fringe (picture not drawn to scale).

MINNESOTA "NO-RISE" CERTIFICATION

This is to certify that I am a duly qualified professional engineer licensed to practice in the State of Minnesota.

It is further to certify that the attached technical data supports the fact that the proposal to _____

_____ (development name / short project description)

will not impact the floodway width or 100-year flood elevation (will not raise or lower by more than 0.00 feet) on _____ (Name of stream) at published sections in the Flood Insurance Study for _____ (Name of Community) dated _____ (Study Date) and will not impact the 100-year flood elevation (will not raise or lower by more than 0.00 feet) at unpublished cross-sections in the vicinity of the proposed development / project.

Attached are the following documents that support my findings:

Date: _____

Signature: _____

{SEAL}

Title: _____

Louis Murray Br

3rd Ave SE

3rd Ave SE

1st St SE

2nd Ave SE

#3

#2

#1





Lafave Park Rd N

Hill St NW

71#

Request for Council Action

Date: October 4, 2011

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire, Council Members: Marc Demers, Henry Tweten, Greg Leigh, Mike Pokrzywinski and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: Assessment Roll – 2010 AJ#2 – Storm Sewer North Star Terrace

Background:

Please find attached the assessment roll for the storm sewer project that was completed for the North Star Terrace property. Also attached is a copy of the assessment letter from the Property Owners regarding the assessment and the public hearing.

Recommendation:

File assessment roll and forward to the County

Enclosures:

Assessment roll
Copy of Owner's letter

2010 ASSESSMENT JOB NO. 2
 STORM SEWER IMPROVEMENTS
 EAST GRAND FORKS, MINNESOTA
ASSESSMENT ROLL CALCULATIONS

STORM SEWER CONSTRUCTION COSTS

Construction	\$190,051.00
Plans & Specifications	\$18,994.30
Staking & Inspection	\$10,840.00
Assessment Roll (1%)	\$1,900.51
Administrative costs	\$5,701.53
Total Amount to be assessed	\$227,487.34

AREA TO BE ASSESSED

AUD PLAT OF OUTLOTS 17 THRU 64	435,603.47
AUD PLAT OF OUTLOTS 65 THRU 94	459,448.45
TOTAL	895,051.92

Square Feet

\$0.25441611 per SQUARE FOOT

**2010 ASSESSMENT JOB No. 2 - STORM SEWER IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA
ASSESSMENT ROLL**

PARCEL No.	OWNER	DESCRIPTION	SQUARE FOOTAGE	STORM SEWER BENEFIT	TOTAL ASSESSMENT BEFORE INTEREST
AUD PLAT OF OUTLOTS 17 THRU 64]					
R 83.02277.00	EAST FORKS LIMITED PARTNERSHIP	Lot-017 *	435,603.47	\$110,713.44	\$110,713.44
SUBTOTAL AUD PLAT OF OUTLOTS 17 THRU 64]			435,603.47	\$110,713.44	\$110,713.44
AUD PLAT OF OUTLOTS 65 THRU 94					
R 83.02847.00	EAST FORKS LIMITED PARTNERSHIP	ALL	459,448.45	\$116,773.90	\$116,773.90
SUBTOTAL AUD PLAT OF OUTLOTS 65 THRU 94			459,448.45	\$116,773.90	\$116,773.90
GRAND TOTALS			895,051.92	\$227,487.34	\$227,487.34

Mark Saliterman

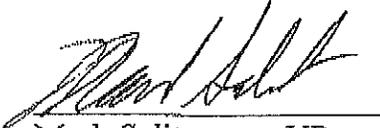
Subject: FW: north star

East Forks Limited Partnership
North Star Terrace
101 Jupiter Drive
East Grand Forks, MN 56721

August 18, 2010

RE: Storm Sewer

This correspondence is to officially state that we accept the assessment for the storm sewer at our property, and ask the City Administrator to waive the public hearing on the matter provided the maximum assessed will be no more than \$230,000.00



Mark Saliterman, VP
North Star Terrace
East Forks Limited Partnership
Owner

Request for Council Action

Date: October 5, 2011

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Henry Tweten, Council Members: Marc Demers, Wayne Gregoire, Greg Leigh, Mike Pokrzywinski and Ron Vonasek

Cc: File

From: Dave Aker

RE: Swimming Pool

Background:

I have requested bids to identify the structural damage of the pool and have received a bid from USAquatics and FS Engineering. I also want them to inspect the plumbing, electrical and mechanical facility. They are two different bids with USAquatics having a fixed fee of \$6,000 plus the price for additional work or services. FS Engineering has a total lump sum fee for a new pool or for renovating the existing pool and bathhouse, \$5,000 or \$8,000 respectfully.

Recommendation: They both are very close when you add everything up, so I would take FS Engineering since they are close and the EAPC has done both pools in Grand Forks.

Enclosures: Information included.



October 4, 2011

Scott Huizenga
City Administrator
PO Box 373
East Grand Forks, MN 56721

RE: Swimming Pool Proposals

Dear Scott:

I. Renovate the Existing Pool and Bathhouse

We propose to perform site inspection for structural, mechanical, electrical and architectural and upon completion of the inspection provide the City with a report of findings and recommendations.

Fee: \$8,000 lump sum

II. New Outdoor Pool

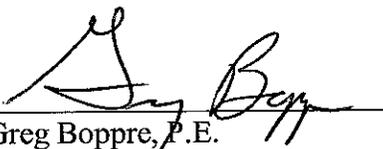
We propose to provide the City with a report identifying alternatives for a new swimming pool.

Fee: \$5,000 lump sum

We propose to use EAPC as partners in this project, please see attached their company profile with associated pool projects.

If you have any questions or need further information, please contact our office.

Respectfully yours,
FS Engineering


Greg Boppre, P.E.

cc: Dave Aker, Parks and Recreation Superintendent



EAPC PROFILE

www.eapc.net



EAPC named top 200 "Fastest-growing architecture, engineering and environmental consulting firms" in the country for 2008, 2009 and again in 2011.



EAPC PROFILE/SERVICES



Disciplines:

- 16 Registered Architects plus CADD Specialists
- 2 Interior Designers
- 6 Licensed Mechanical Engineers plus CADD Specialists
- 3 Licensed Electrical Engineers plus 3 Designers
- 3 Licensed Structural/Civil Engineers plus 4 Designers/Specialists
- Construction Estimator plus 4 Specialists/Managers
- 10 Wind Energy Consultants/Engineers Meteorologists Analysts/Technicians

EAPC Architects Engineers (EAPC) is a full-service, multi-disciplinary A/E firm that is headquartered in Grand Forks with several additional offices in Fargo, Minot, Bismarck, Williston, and Bemidji.

In-House Services Include:

- Architecture
- Engineering: Structural/Civil, Mechanical, Electrical
- Construction Management
- Forensics
- Wind Energy Consulting

701.775.3000
www.eapc.net

Careful planning, knowledge, and hard work are essential to go from vision to reality. EAPC was established with a vision. In 1967, our firm was founded on the premise that outstanding client service is paramount.

With nearly 100 professionals on staff, EAPC has the capacity and resources to perform the work required to complete all AE services and deliver in an on-budget and timely manner.



"The team from EAPC was personable, accommodating and professional. They took all my opinions and wish list and created a building to meet our needs. The building both inside and outside exceeded our expectations! I so appreciated how quickly they responded to any questions or concerns that I presented. I would invite anyone considering working with EAPC to call me directly as I would love to share our excellent experience we had with them."

Jo Bittner,
DAC Executive Director
218.773.0530

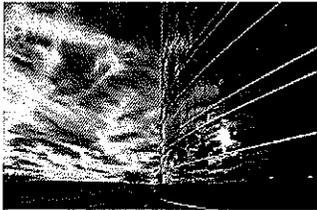
Design Approach

The first step is to identify your goals. Through personal communications, we will identify and outline your goals and priorities. This is the basis on which all design decisions will be judged.

There are concerns that are common to all projects in planning new facilities. The following are some typical concerns. Our approach to address these concerns has been developed from experience and has proven to be effective.

QUALITY --- "Cost less" is not necessarily least cost. Function, aesthetics, maintenance, and operating costs--these are all important to overall quality. We will present material alternatives to enable you to make cost effective decisions.

EAPC QUALIFICATIONS



PLANNING --- What about tomorrow? Is your building flexible? As an experienced design team we will meet with your staff and users to understand current and potential future space needs. Our questions and your answers are what's important. This approach assures you that the building satisfies your current needs yet allows convenient expansion for the future.

MANAGEMENT --- "It's not my problem!" That's the last thing you need to hear from your design team. You want a design team that will work with your staff and listen to their needs and concerns and be responsible. As an integrated architecture and engineering company, we will respond to Owner and Contractor concerns from project start to finish.

ATMOSPHERE --- You need a design team of Architects and Interior Designers who are sensitive to the function as well as the image and atmosphere that creates the environment. As designers, we relate to the size of the space and the function that occurs in the space. Volumes, textures, patterns, and colors create the atmosphere. The psychological impact of color is of major importance when creating a reflective environment. Finish materials are selected not only for the image and atmosphere desired to be created, but also for their appropriateness of use -- i.e. durability, performance, availability, maintenance, and cost. We will develop materials and color concepts.

EXPERIENCE --- "TRUST ME" is not good enough! You want a design team and firm that have a proven record of performance. Our primary source of work effort is repeat clients. Satisfied clients are our goal. Identifying goals, establishing priorities, communication, and creativity...these are the essential components to successful design. Working together, you can be confident that you will fulfill your goal of providing a quality facility long into the future.



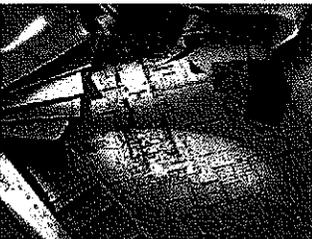
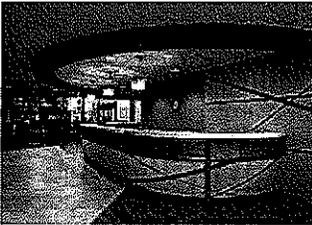
Capabilities and Performance

Project success is dependent upon several factors, including personnel, scheduling, cost information, time commitments, production equipment, etc. The items noted hereafter further expand the capabilities and performance that EAPC provides our clients.

ABILITY TO MEET SCHEDULES - EAPC enjoys an enviable reputation in the area of schedule management. We are firmly committed to, and successful in, meeting aggressive schedules, regardless of the many complications that may arise throughout a project's development. To ensure that schedules are met, we complete a weekly review of the status of all projects at EAPC. This review addresses schedules, staffing and other commitments. When additional staff is needed to meet schedules, we are able to add or shift production help to accommodate the client's requirements.

ACCURATE BID DOCUMENTS - EAPC has made a commitment to provide 100 percent CAD drawings and can provide 3D digital models or renderings upon request. As working drawings proceed, we conduct cross checking with designated staff. A final interdisciplinary cross check of plans and specifications is also done at the close of working drawings. EAPC has set a goal to provide our clients and contractors with a concise set of working drawings and specifications.

EAPC QUALIFICATIONS



ACCURATE COST ESTIMATES - EAPC enjoys an envious reputation in the area of cost control. This reputation is earned through diligent application of our estimating principles and our constant awareness of costs within the construction industry. This uniqueness comes from the fact that several of our design professionals have backgrounds in the construction industry, as well as the complete design-build services provided by EAPC. We are accustomed to quoting costs because we often oversee the actual construction as well.

CADD SYSTEMS - We use AutoCAD 2010 within EAPC. We have nearly 100 computer systems to insure maximum efficiency and utilization of staff.

PROJECT SPECIFICATIONS - We currently utilize Microsoft Word 2010 and use Arcom MasterSpec.

COMMUNICATION - Our LAN system in each office and WAN system linking the seven regional offices with a T-1 data and voice line (Voice Over IP between offices), as well as direct Internet connection via a DSL, provides for direct e-mail and voice communication with every staff member.



Sectors:

- Assisted Living
- Corporate
- K-12 Education
- Civic/Public
- Cultural
- Health Care
- Higher Education
- Historical Preservation
- Hospitality
- Industrial/Power
- Religious
- Retail
- Wellness/Recreation

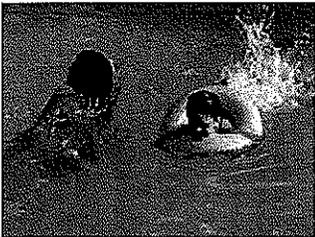
Design Philosophy

Design incorporates many elements, all combining to provide our client with a project that meets their needs. EAPC offers a design team that believes that design is a process of applying creative solutions to respond to your needs of today and always planning for the future.

Because every project offers a unique set of challenges and opportunities, we tailor our design approach according to the owner's program, scope, time line, architecture and budget while drawing on experience gained through years of successfully completed projects. Our goal is to provide spaces and environments that best reflect our client's objectives and vision for a finished project.

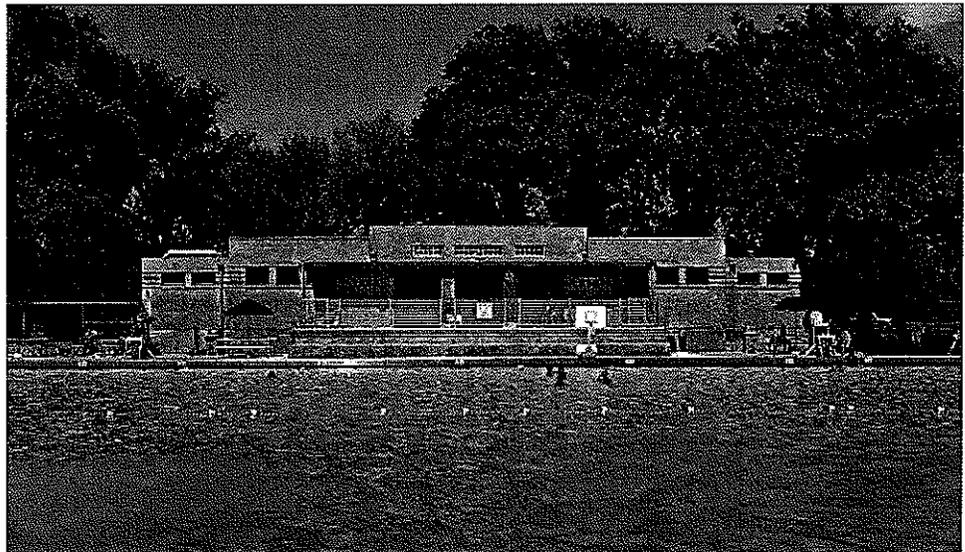
We are delighted to work with clients to fulfill their project's highest potential. In order for this goal to be accomplished, it is necessary for us to be good listeners, so that the image we create will incorporate the client's wants, needs and desires. We strive to be highly creative, innovative and diversified and to approach every project with the understanding that as we listen to our clients, we work together to meet their objectives.

EAPC QUALIFICATIONS



Ultimately, a successful project is the fusion of the client's vision and the insights and creativity of the project team. Each project must be a credit to our client's values. It must reflect individuality where there is an appropriate balance between form and function while integrating budget and time parameters as well.

Our measure of excellence is the long-term satisfaction of our clients and the achievement of the principles we share as a firm.



Awards



Ranked Top 200 on the Zweig Letter Hot Firm list in 2008 , 2009 and again in 2011 of the fastest-growing architecture, engineering and environmental consulting firms in the country

Honor Award design recipient through AIA North Dakota: Gary Tharaldson School of Business, University of Mary (2010)

Merit Award design recipient through AIA North Dakota: Wellness Center, South Dakota State University (2010)

Juror's Choice Award recipient through AIA North Dakota: St. Thomas Aquinas Choir Loft Addition, University North Dakota (2010)

People's Choice finalist for international conceptual design competition "Downtown Fargo: an urban-infill competition" put on by Kilbourne Group (2010)

Gold Star Project Award from North Dakota Ready Mix & Concrete Products Association: Lafarge Minot Distribution Terminal, Minot, ND (2010)

Outstanding Design in the American School & University Architectural Portfolio: National Energy Center of Excellence, Bismarck State College (2009)

Honor Award design recipient through AIA North Dakota: Wallman Wellness Center: North Dakota State University (2008)

Outstanding Design in the American School & University Architectural Portfolio: Wellness Center, South Dakota State University (2008)

Indoor Multi-Purpose Facility of the Year by the American Sports Builders Association: Larson Sports Center, Jamestown College (2008)

Gold Star Project Award from North Dakota Ready Mix & Concrete Products Association: Parking Ramp and Skywalk, University of North Dakota (2008)



Here are some examples of what our clients say about us!

"EAPC did a great job working with us on the Altru Cancer Center project, especially with developing different options, detailed design, putting together an accurate project budget estimate, providing specs, construction documents, and guiding us through the bid process. The staff and management of the facility are very pleased and proud of the finished product. We worked closely with EAPC throughout and would recommend working with them on future projects."

- **Dan Beauchamp, Project Director, Altru Health System (701.780.5826)**

"I have worked with EAPC on many major projects, and found them to be very easy to work with, professional in all regards, and attentive to our unique needs. They follow through from start to finish on their projects."

- **Tom Heck, VP Business Affairs, Jamestown College (701.252.3467)**

CLIENT TESTIMONIALS



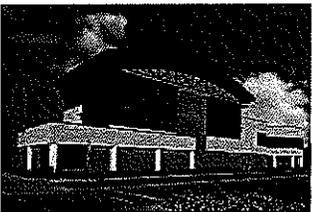
"EAPC's overall effort in assisting with a quality design for our project was outstanding! The design/construction documents prepared were comprehensive and thoroughly detailed-- thus contributing to a state-of-the-art behavioral research facility. Planning and construction were completed well ahead of schedule. As Jerry Combs, USDA Human Nutrition Lab Director said, "I want to find out how Nursing got a \$12 million facility for \$4 million." Our research team valued EAPC's expertise and would definitely recommend working with them again!"

- **Glenda Lindseth, UND School of Nursing (701.777.4506)**



"Over the last 15 years, we have been involved in several projects and have had a positive outcome each time. Before a project is started they provide open forums with staff reviewing the details of the project. The Board has been extremely pleased with the process. We have repeatedly used EAPC because of their professional approach to each and every one of our projects. We will continue to have a partnership with them."

- **Jerry Jurena, Heart of America CEO (701.776.5261)**



"The Jamestown Regional Airport went ahead with designing a new terminal in 2007 and enlisted the help of EAPC. EAPC and our design team toured several other airports and commercial structures to see what we liked and disliked. They worked around our schedule and were very accommodating. I can easily say I am very pleased with the professionalism, courtesy and knowledge of EAPC and their architects. They worked very well with everyone to design a building that fits our budget, satisfies our needs and one that will be very eye catching to the traveling public."

- **Andrew J. Schneider, Jamestown Regional Airport Director (701.252.6466)**

"Pine River-Backus Schools enjoyed working with EAPC as we designed and constructed our state-of-the-art independent study area leaning center. EAPC architect, Dave Larson, was attentive to teacher, administration and student needs. The end result is a building that enhances our school pride and student achievement. Dave and his associates responded regularly to District questions and uncertainties and alleviated all anxiety and questions. The building today stands as a tribute to our students' efforts and is an effective and pleasant learning environment. EAPC led us well as we took on this project and the results far exceed our expectations. Thanks to EAPC for a job done well and timely."

- **Cathy Bettino, Superintendent (218.587.8081)**





EAPC EXPERIENCE

www.eapc.net

The following pages illustrate our relevant experience. The projects listed below are also part of our body of work in this area:

- Bemidji DNR Restroom Remodel
Bemidji State Park
- Lake Bronson Bath and Beach House
Lake Bronson State Park
- Neilson Reese Arena Lobby and Locker Room
Bemidji, MN
- Old Mill State Park Restrooms
- Polk County Park Building Remodel

SIZE
4,000 SF

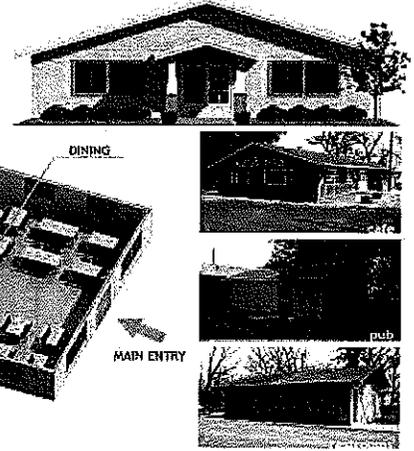
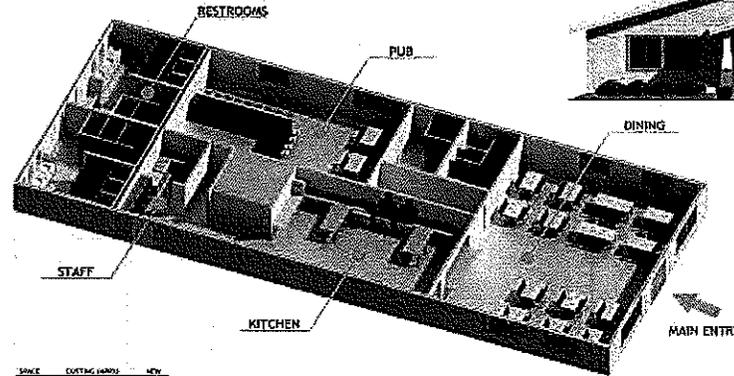
PROJECT ESTIMATE
\$405,000

COMPLETED
Spring 2012

FIRM'S ROLE
Architect of Record, Structural,
Mechanical, Electrical
Engineering

CLIENT CONTACT
Mr. Odell Flaagan
Commissioner
Nelson County Park Board
701.262.4234

EAPC **STUMP LAKE PARK** JUNE 16th, 2011



SPACE	EXISTING (SQ. FT.)	NEW
BESTROOMS	115 SF	295 SF
KITCHEN	325 SF	830 SF
DINING	140 SF	1,250 SF
PUB	45 SF	641 SF
STAFF	0 SF	151 SF

NELSON COUNTY STUMP LAKE PARK
LAKOTA, NORTH DAKOTA

PROJECT DESCRIPTION

EAPC is to design a multi-use facility that will replace the existing café, pub, and shower facility. The wood-framed structure is to include a commercial kitchen to serve the café, as well as increased capacity bathing facilities and increased square footage in the dining and pub areas. The building will sit on a new site, and will include a septic system and drain field to serve the increased occupant load. Programming, SD, DD, CD, CA are to be provided under our contract.

EAPC SERVICES

EAPC services include Architectural, Electrical, Mechanical, and Structural Engineering. Septic consultant to be used.



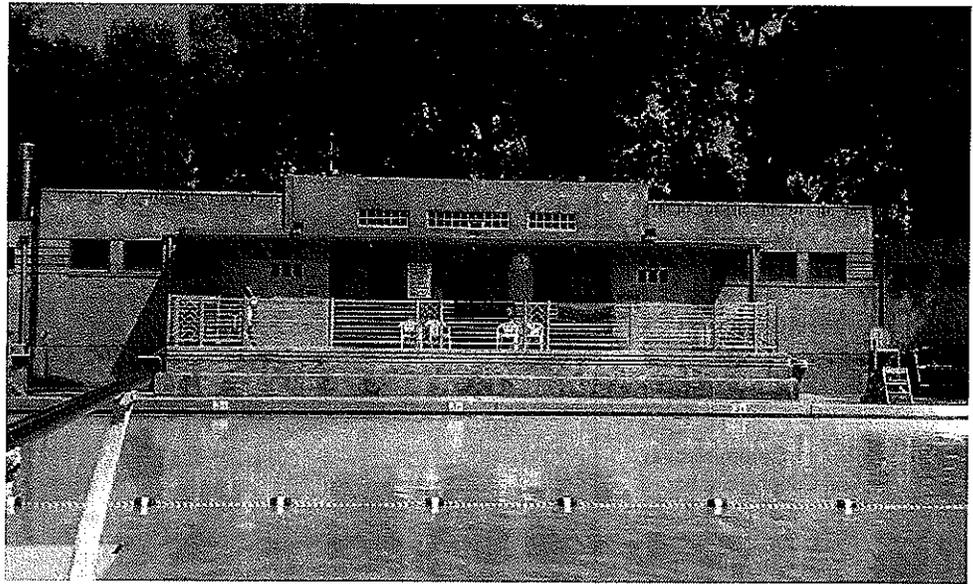
BUDGET
\$1,003,939

COST
\$821,205

COMPLETED
2009

FIRM'S ROLE
Architect-of-Record
Structural, Mechanical, Electrical
Engineering

CLIENT CONTACT
Mr. Mark Walker
Grand Forks City Engineering
701.746.2648



RIVERSIDE POOL RENOVATION GRAND FORKS, NORTH DAKOTA

PROJECT DESCRIPTION

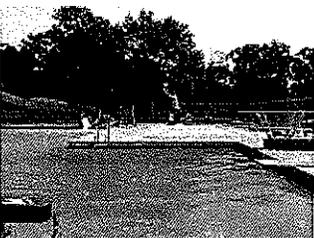
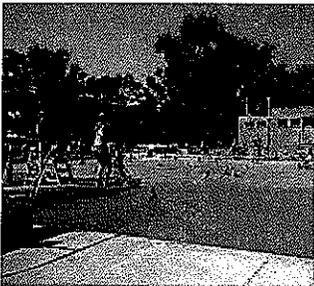
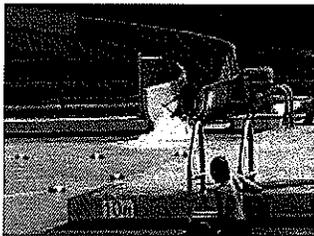
The Riverside Park pool and bathhouse were built in the early 1940's and they remain a remarkable example of Modern Architecture. EAPC was fortunate enough to work with the City of Grand Forks to bring the pool and bathhouse back to working order after many years of non-use.

There were several facets to the design problem EAPC was challenged with solving. First was to preserve the historic façade of the bathhouse while providing an accessible route to the pool, providing modern pool filtering equipment and flood proofing the building. The south concrete terrace was removed and rebuilt to include a new stair and railing system that over-looks the pool. The second challenge was to fill the lower level of the bath-house with granular fill. This was accomplished by removing square areas of the cast in place concrete floor and then patching these areas once the fill was in place. Another challenge was placing modern pool equipment and toilet room fixtures into the existing building envelope.

EAPC also removed and repaired areas of the concrete pool deck, the existing perimeter fence and resurfaced the pool itself. Special attention was paid to the details as well, such as replacing existing glass block with an appropriate match and providing specifications to repair existing wood windows.

EAPC SERVICES

EAPC services included architectural, structural, mechanical, and electrical engineering.



BUDGET
\$746,893

COST
\$749,000

COMPLETED
2006

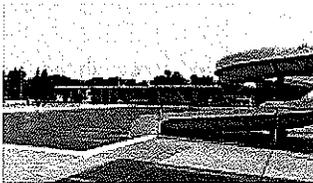
FIRM'S ROLE
Architect-of-Record
Civil, Mechanical, Electrical
Engineering, Planning, Cost
Estimating

CLIENT CONTACT
Mr. Bill Palmiscino
Grand Forks Park Board Director
701.746.2750



After Renovation (2006)

ELKS POOL RENOVATION GRAND FORKS, NORTH DAKOTA



Before Renovation (2005)



After Renovation (2006)



After Renovation (2006)

PROJECT DESCRIPTION

- EAPC was hired to develop a program for splash park features with the Grand Forks Park District; specifically to design and implement renovations to the existing pool.
- 36'-0" x 26'-0" spray ground/splash park 10 splash features
- 2,935 SF of colored concrete apron. These and additional concrete surfaces were provided as a convenient place for parents to monitor their children.
- Non-recirculating water supply was implemented based on results of a cost benefit study. A recirculating vault was designed into the project to allow recirculation if future utility rates making it economical.
- Extension of existing utilities to supply potable water and remove the "grey water" from the spray ground.
- Major renovation of the under-ground utilities, pvc liner, new stainless steel pool gutters, new deck drains, new perimeter fencing with gate access, new site lighting, and related infrastructure for the existing below-ground swimming pool.

EAPC SERVICES

EAPC services included architectural, civil engineering, mechanical engineering, electrical engineering, product research and coordination, and planning and cost estimating.

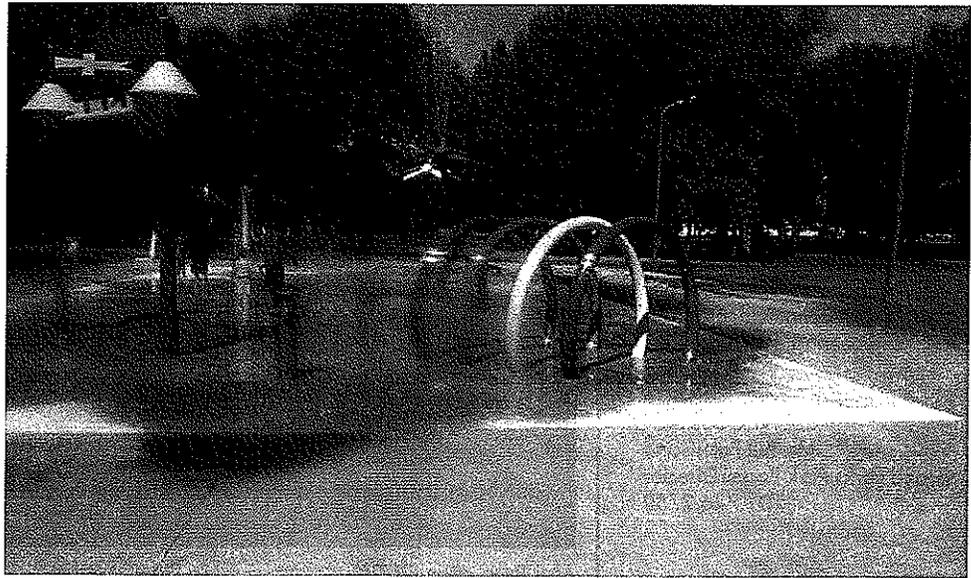


COST
\$115,500 splash features
\$191,200 total project

COMPLETED
2005

FIRM'S ROLE
Architect-of-Record, Civil,
Mechanical and Electrical
Engineering, Product Research &
Coordination, Cost Estimating

CLIENT CONTACT
Mr. John Staley
Grand Forks Park Board Director
701.746.2750



UNIVERSITY PARK SPRAY GROUND GRAND FORKS, NORTH DAKOTA



Before



After

PROJECT DESCRIPTION

This project consisted of the development of a program for splash park features with the Grand Forks Park District and a specialty vendor, then design and implement the program and develop the project budget. The project consisted of the following:

- 34'-0" x 67'-6" spray ground/splash park
- 19 splash features
- 3,000 SF of colored concrete apron. These and additional concrete surfaces were provided as a convenient place for parents to monitor their children.
- Non-recirculating water supply - a cost/benefit analysis was made using local utility rates and it was decided that current utility rates make it less expensive to operate the system without a recirculation feature. However, a recirculation vault was designed into the project to allow recirculation of future utility rates to make it economical.
- Extension of existing utilities to supply potable water and remove the "grey water" from the spray ground.

EAPC SERVICES

EAPC services included architectural, civil engineering, mechanical engineering, electrical engineering, product research and coordination, and cost estimating.



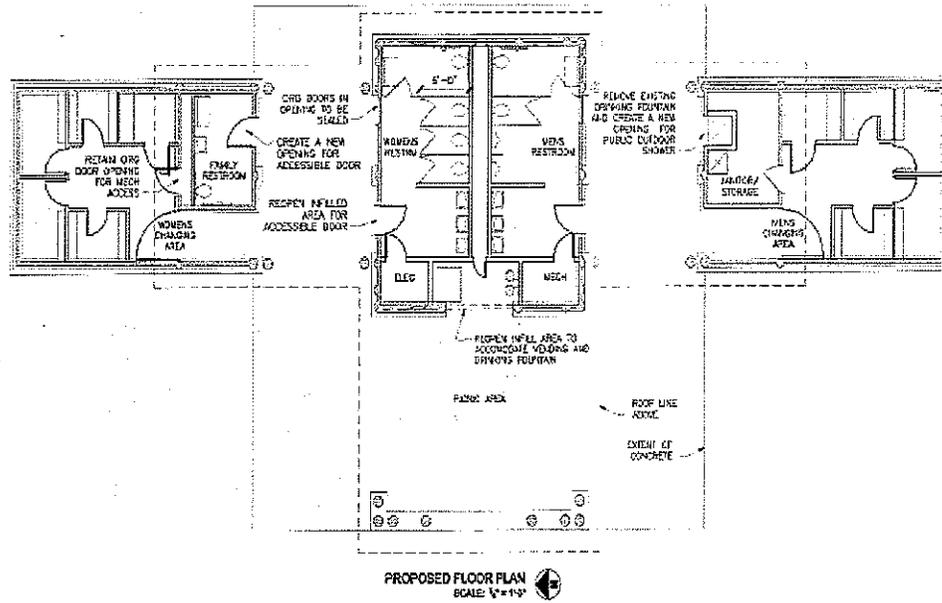
SIZE
2,700 SF

BUDGET
\$720,000

COMPLETED
2010

FIRM'S ROLE
Mechanical and Electrical
Engineering

CLIENT CONTACT
Mr. John Filardo
Minnesota Department of
Natural Resources
218.308.2638



ITASCA STATE PARK BEACH AREA SANITATION BUILDING REHAB ITASCA STATE PARK, MINNESOTA

PROJECT DESCRIPTION

This project involved the rehabilitation and remodel of a historic log structure at Itasca State Park. It required working with the State Historical Preservation to accurately rehabilitate the building. New sanitation facilities and changing rooms were incorporated into the remodel.

EAPC SERVICES

EAPC services included mechanical and electrical engineering.



SIZE
160,000 SF

COMPLETED
Feasibility - 2010
Design - 2011
To be Completed July 2012

FIRM'S ROLE
EAPC - Architect of Record
OLC - Recreation Architect &
Feasibility Design

CLIENT CONTACT
John Staley, Director
701.746.2750
jstaley@gfparks.org

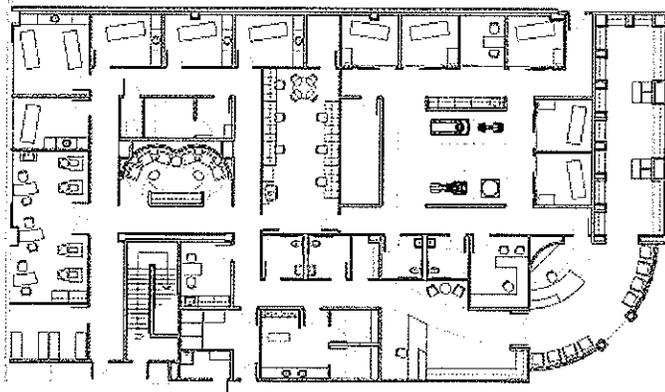


CHOICE HEALTH & FITNESS GRAND FORKS, NORTH DAKOTA



PROJECT DESCRIPTION

Choice Wellness Center is a 160,000 SF facility residing on a 17 acre site with approximately 440 parking spaces. Recreation facilities within the building include a 44,665 SF Tennis facility with observation deck, a 14,400 SF gymnasium housing two full-size basketball courts, and a 12,145 SF aquatics area, which houses a zero-depth entry pool with play features, a lazy river, a 3-lane lap pool, and two 25 foot waterslides, all totaling 6,792 SF of water surface area. Additional recreation space includes Open Fitness areas totaling 14,830 SF and 4 group exercise rooms ranging from 1092 SF to 1921 SF. Seven laps on the indoor running track at the Wellness Center totals one mile. Auxiliary spaces in the building include both male and female locker rooms, each of approximately 3500 SF with 200 lockers, a 4500 SF lobby featuring a deli, retail store, and two party rooms, and 1745 of dividable meeting space with storage and a kitchen. Choice Wellness also includes 850 SF of space for the USDA, and 11,800 SF of space for Altru Health System.



Altru Wellness Suite



SIZE
20,300 SF

BUDGET
\$2,600,000

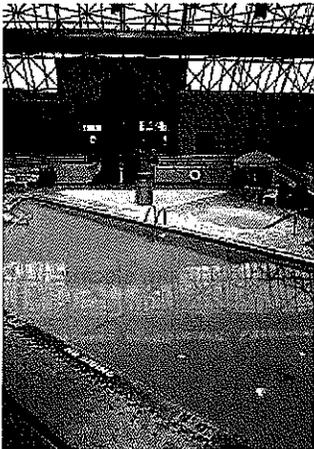
COST
\$2,500,000

FIRM'S ROLE
Architect-of-Record, Interior
Design, Mechanical, Electrical
& Structural Engineering,
Cost Estimating, Fast Track
Construction

CLIENT CONTACT
White Earth Tribal Council



SHOOTING STAR POOL ATRIUM MAHNOMEN, MINNESOTA



PROJECT DESCRIPTION

This project included an atrium with translucent sloped glazing panels offering a bright, cherry environment for a pool area and lounge. The space-frame structure included executive office spaces and a balcony overlooking the pool area.

EAPC SERVICES

EAPC services included programming, code analysis, interior design and space planning, furnishing and accessories, architectural, mechanical engineering, structural engineering, electrical engineering, cost estimating and fast track construction.



SIZE
2,648 SF

BUDGET
\$505,051

COST
\$511,923

COMPLETED
2011

FIRM'S ROLE
Architect-of-Record, Interior
Design, Mechanical, Electrical
Engineering, Construction
Observation

CLIENT CONTACT
Marcia Larson
Parks & Recreation Director
218.333.1860



BEMIDJI CITY/SKATE PARK MULTI-PURPOSE BUILDING BEMIDJI, MINNESOTA

PROJECT DESCRIPTION

This project involved the design of a multi-purpose building located at the newly renovated city park. It includes a snack kitchen, toilets, warming area and picnic shelter and serves the skateboarders, playground, softball fields, winter hockey players and cross-country skiers.

EAPC SERVICES

EAPC services included architectural, interior design, mechanical engineering, electrical engineering and construction observation.

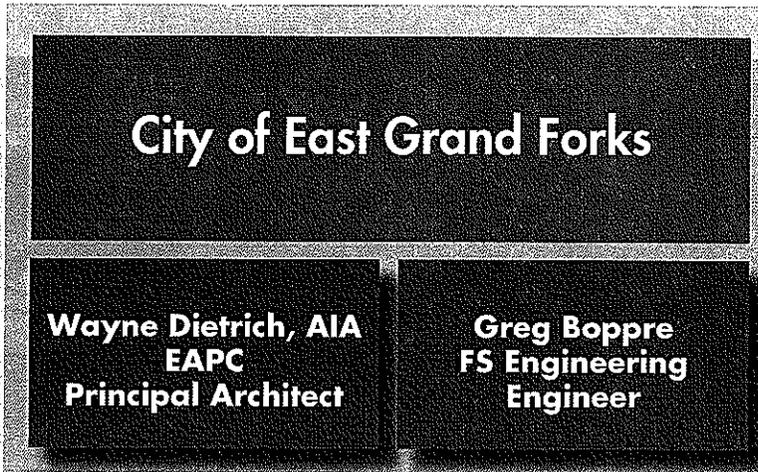


www.eapc.net

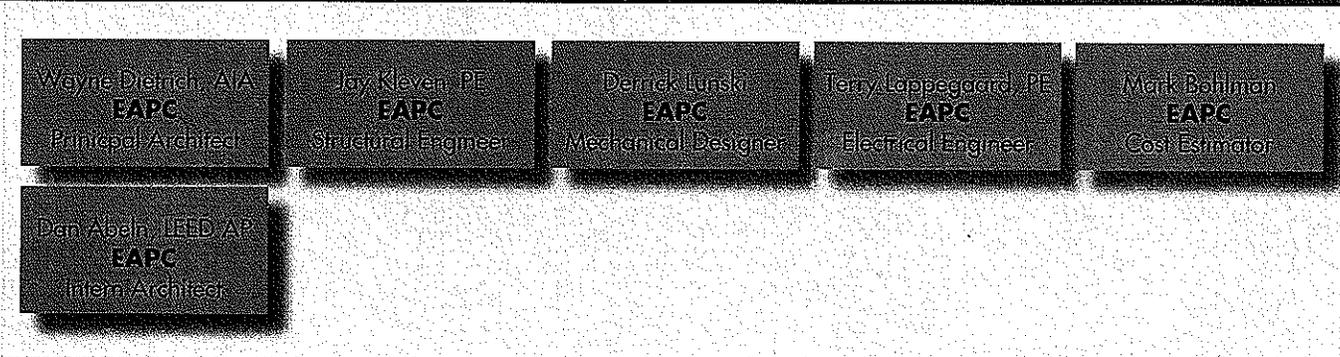


EAPC TEAM

The team assigned to your project have specific and extensive expertise needed for your project. Our experience is unmatched and is all provided within a seamless design team.



TEAM ORGANIZATION



-  CLIENT
-  KEY SUPPORT STAFF
-  TEAM LEADER



EDUCATION

Bachelor of Architecture
North Dakota State University,
1987

Bachelor of Science
North Dakota State University
Concentration in Construction
Management, North Dakota
State University, 1986

AFFILIATIONS

American Institute of Architects

National Council of Architectural
Registration Boards (NCARB)

Construction Specifications
Institute
American Society of Healthcare
Engineers

PROFESSIONAL EXPERIENCE

Wayne is a Principal Architect and one of six partners in the firm. He has over 20 years of experience as project manager and has served as Principal-in-Charge on numerous projects. His experience includes planning, design, and construction for a wide variety of projects including those for recreational facilities. Wayne has completed many projects for the Grand Forks Park District is currently working on the new Choice Health & Wellness Center.

YEARS WITH FIRM
23

REGISTRATIONS
ND, MN, WI, IL

WAYNE DIETRICH, AIA
PRINCIPAL ARCHITECT

RELEVANT PROJECT EXPERIENCE

- Riverside Pool Renovation, Grand Forks, ND
- Elks Pool Renovation, Grand Forks, ND
- EGF Parks & Recreation Restroom, East Grand Forks, MN
- University Park Spray Ground, Grand Forks, ND
- Aspen Creek, Grand Forks Park & Recreation District, Grand Forks, ND
- Grand Forks Aquatic Center Proposal, Grand Forks, ND
- Choice Health & Fitness, 160,000 SF (in progress), Grand Forks, ND
- Shooting Star Pool Atrium, Mahanomen, MN
- International Peace Garden and Interpretive Center, Dunseith, ND
- EGF Water and Light Department Distribution Center, East Grand Forks, M



EDUCATION

Masters of Business
Administration, University of
Nebraska, Lincoln, NE
2010

Masters of Architecture, North
Dakota State University, Fargo,
ND
2007

Bachelors of Environmental
Design, North Dakota State
University, Fargo, ND
2006

AFFILIATIONS

Associate Member of the
American Institute of Architects,
LEED Accredited Professional
NCARB's Intern Development
Program.

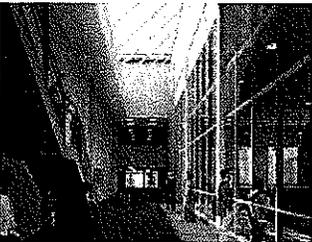
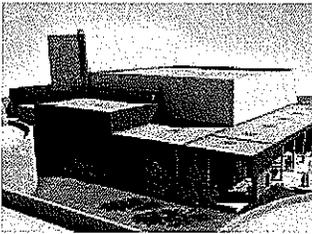
PROFESSIONAL EXPERIENCE

Dan has three years of experience in commercial, retail, and institutional real estate design, documentation, and development. His project types include office, educational, athletic, retail, multifamily housing, and other commercial applications. He is highly skilled at problem-solving, digital modeling, communication, conflict resolution, and organizational matters.

YEARS WITH FIRM

1

DANIEL J. ABELN, ASSOC. AIA, LEED AP INTERN ARCHITECT



RELEVANT PROJECT EXPERIENCE

- *Suwanee Gateway One, Suwanee, GA
- *910 St. Louis, Springfield, MO
- *Hartman Business Center Five, Austell, GA
- *Couchville Pike Business Center, Phase 1, Lebanon, TN
- *Excelsior Crossings, Hopkins, MN
- *Opus Corporate Center at Las Colinas, Irving, TX
- *Opus Corporate Expansion, Minnetonka, MN
- *1015 Half Street, Washington, D.C.
- Belcourt Business Center, Belcourt, ND
- *University of St. Thomas Anderson Athletic and Recreation, St. Paul, MN
- *Luther College Science Building, Decorah, IA
- *Opus Square, Creighton University, Omaha, NE
- *Marquette Law School, Milwaukee, WI
- Red River High School, Grand Forks, ND
- *University of St. Thomas Anderson Athletic and Recreation, St. Paul, MN
- *Shoppes at Chino Hills, Chino, CA
- *Issaquah High Streets, Issaquah, WA
- *Nature Coast Commons, Hernando County, FL

*These projects are prior to employment at EAPC.



EDUCATION

Master of Science-Civil
(Geotechnical) Engineering,
University of Wisconsin-Madison
1998

Bachelor of Science-Civil
Engineering, University of North
Dakota, 1996

AFFILIATIONS

National Society of Professional
Engineers (NSPE)
American Institute of Steel
Construction (AISC)
Precast/Prestressed Concrete
Institute
Adjunct Professor for the UND
Department of Civil Engineering

PROFESSIONAL EXPERIENCE

Jay is the Principal Structural Engineer within EAPC and one of six partners for the firm. He has practical structural engineering experience and knowledge of all types of structural materials (wood, masonry, steel, precast concrete, reinforced concrete) as well as less common structural materials (aluminum, stainless steel, adobe) used in all types of commercial, residential, commercial, industrial and educational facilities. Jay is the primary author of all technical structural specifications, including earthwork operations and materials. He has practical structural engineering experience and knowledge for "green field" projects, as well as renovation projects, and uses this knowledge to help identify the limitations of a renovation project that involves the modification of the existing structural framing systems. Jay also has considerable experience designing earth retention and excavation plans on behalf of contractors.

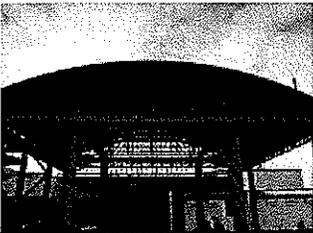
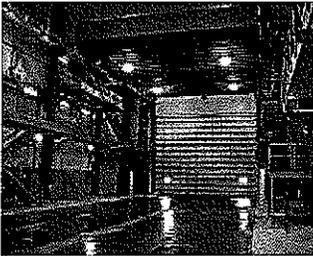
YEARS WITH FIRM

12

REGISTRATIONS

ND, MN, SD, IL (Civil), IA, KS, MT, NE, NV, TN, WY

JAY KLEVEN, PE STRUCTURAL ENGINEER



RELEVANT PROJECT EXPERIENCE

Public Works Facility Renewal, Grand Forks, ND
Traill Rural Water District Regional Water Supply Improvements Phase 1 and Phase 2 200k reservoir, Mayville ND
Traill Rural Water District Regional Water Supply Improvements Phase 1 and Phase 2 Wellfield Meter Station A, Mayville ND
Traill Rural Water District Regional Water Supply Improvements Phase 1 and Phase 2 Transfer Station, Mayville ND
Dakota Rural Water Reservoir A Filter Addition and Improvements, Clifford ND
Dakota Rural Water Reservoir C Improvements, Clifford ND
Southeast Water Users District ATS Phase 5 Facilities, Mantador ND
Southeast Water Users District ATS Phase 4 Pump Station Improvements, Mantador ND
Devils Lake Wellfield Booster Station, Ramsey County ND
Devils Lake Municipal Water Treatment Facility, Devils Lake, ND



EDUCATION

Bachelor of Science
Industrial Technology
University of North Dakota
1990

AFFILIATIONS

American Society of
Heating, Refrigeration and
Air Conditioning Engineers
(ASHRAE)

National Fire Protection Assoc.
(NFPA)

Licensed Journeyman Plumber
North Dakota

Licensed Mechanical Installer,
ASSE 6020 National Inspection
Testing Certification (NITC)

PROFESSIONAL EXPERIENCE

Derrick has 19 years of mechanical design experience, serving clients throughout North Dakota, South Dakota, Minnesota, and Wyoming. Experience in mechanical systems design including education, healthcare, commercial, institutional, industrial, power plants, and municipal projects for heating, ventilation, and air conditioning, hydronics, dehumidification systems, plumbing systems including potable water, sanitary, storm, gas, distilled water, compressed air, medical gas, and nitrogen piping.

In the past has been a member of the American Society of Plumbing Engineers and the North Dakota Building Officials Association.

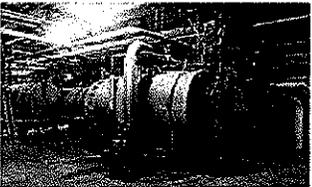
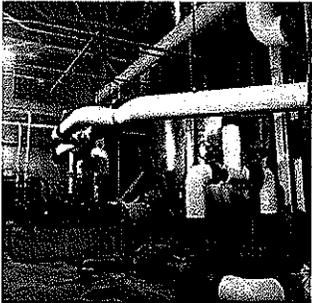
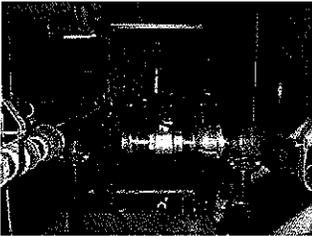
YEARS WITH FIRM

10

DERRICK LUNSKI
SENIOR MECHANICAL DESIGNER

RELEVANT PROJECT EXPERIENCE

University Park Water Spray Park, GF Park District, Grand Forks, ND
Elks Pool Renovations and Spray Park, GF Park District, Grand Forks, ND
Riverside Pool Renovation, GF Park District, Grand Forks, ND
Jaycees Warming House, GF Park District, Grand Forks, ND
Sherwood Park Restroom Facility, East Grand Forks, MN
Medora Restroom Building, Medora, ND
Corporate Center HVAC Controls Repair, Grand Forks, ND



EDUCATION

Bachelor of Science/Business Administration
University of Minnesota
1976

Bachelor of Science/Electrical Engineering
University of North Dakota
1972

AFFILIATIONS

Current Director of the Grand Forks Exchange Club

PROFESSIONAL EXPERIENCE

Terry has extensive experience in the design of electrical systems including lighting systems, telephone systems, data systems, intercommunication systems, nurse call systems, power distribution systems, lighting protection systems, power generation systems, fire alarm systems and sound distribution systems for all types of facilities including medical, educational, churches, housing, office, etc. Terry's involvement in projects includes design concepts, budget preparations, working drawing design, specifications and project construction coordination.

YEARS WITH FIRM

31

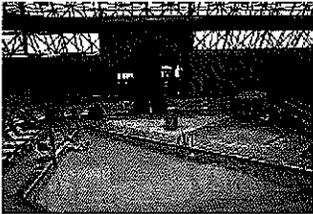
REGISTRATIONS

ND, MN, SD, CO, NV, WY

TERRY LAPPEGAARD, PE
ELECTRICAL ENGINEER

RELEVANT PROJECT EXPERIENCE

- Elks Pool Renovation, Grand Forks, ND
- Riverside Pool Renovation, Grand Forks, ND
- Shooting Star Pool Atrium, Mahanomen, MN
- Public Works Facility Renewal, Grand Forks, ND
- South East Water Users District, Mantador, ND
- EGF Water and Light Department Distribution Center, East Grand Forks, MN



EDUCATION

AS Degree Construction
Technology West Valley College,
Saratoga, CA
1976

AFFILIATIONS

Certified Professional Estimator
with American Society of
Professional Estimators

PROFESSIONAL EXPERIENCE

Mark has 35 years of experience in the management and construction of commercial building projects including cost estimating, competitive bidding, job costing accounting, contract management, subcontractor coordination and scheduling. It is always Mark's goal to assure that the best possible outcome of a project happens no matter what type of project delivery method is used. He will carefully and methodically prepare estimates that are in-line with the project scope. Mark also has extensive experience in project management, including expertise with value loaded Primavera project scheduling software. Mark, along with the five members of the Construction Department, manage and coordinate the construction of traditional competitive bid EAPC projects and design/build projects.

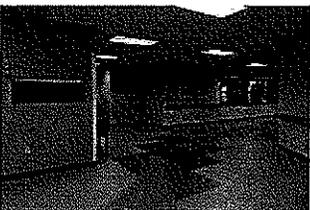
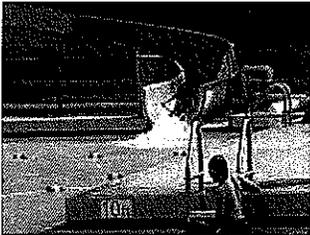
YEARS WITH FIRM

15

MARK BOHLMAN
COST ESTIMATOR

RELEVANT PROJECT EXPERIENCE

- Riverside Pool Renovation, Grand Forks, ND
- Elk's Pool Renovation and Splash Park, Grand Forks, ND
- University Park Splash Park, Grand Forks, ND
- EGF Parks and Recreation Department Restroom Renovation, East Grand Forks, MN
- Choice Health & Fitness Center (in progress), Grand Forks, ND
- Fosston Water Treatment Plant, Fosston, MN
- Langdon Water Treatment Plant, Langdon, ND
- East Grand Forks Water and Light Facility, East Grand Forks, MN
- Altru Health Systems (various projects), Grand Forks, ND



Request for Council Action

Date: October 5, 2011

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire, Council Members: Henry Tweten, Marc Demers, Greg Leigh, Mike Pokrzywinski and Ron Vonasek.

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Police Officer Hiring Request

Background: The East Grand Forks Police Department (EGFPD) has been conducting background investigations on police officer candidates and at the time of this writing we are preparing to make a conditional job offer to our top candidate to fill the opening that was created by the resignation of Officer Mark Whalen this past Spring. I have also received a resignation letter from Sergeant William Solem which states that his retirement will be effective on December 29, 2011. In addition we are anticipating that another officer will be leaving our Department in mid-November to take a position with a different agency, thus creating a third potential opening.

Recommendation: That the East Grand Forks City Council approve the hiring of a police officer from the current hiring register for the EGFPD. This hire would be to replace either Sgt. Solem or the other officer if that additional opening does develop. We would like to be able to give a conditional offer of employment so that we can schedule psychological and other required testing and be able to complete the hire without delay. With Council approval I would like to make this hire either two weeks before Sgt. Solem's effective end date or two weeks prior to the officer leaving in November, if that does occur. This would allow us to get the applicant into our Field Training Program sooner and help to cut back on overtime expenses that are related to being short staffed.

We are in the process of determining who our best candidate will be for the third opening if that should develop as expected.

Enclosures: None

Request for Council Action

Date: 10/6/11

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire, Council members: Marc DeMers, Ron Vonasek, Henry Tweten, Greg Leigh and Mike Pokrzywinski

Cc: File

From: Scott Huizenga, City Administrator

RE: MOU re: extra burn hours

Members of the Police Department bargaining unit have requested that City allow PD employees the option of paying so-called extra burn, or "XB," hours paid at their regular rate of pay rather than requiring XB hours to be used as additional time off.

The City has an unusual provision in the law enforcement labor agreement that bases the total number of annual hours worked on 2080 hours per year; or 80 hours per week. Most cities take advantage of state and federal law that allows law enforcement personnel to work up to 86 hours every two weeks, rather than 80, before they are eligible for overtime or compensatory time. Additionally, because of the peculiar nature of the 12-hour shift schedule, police shifts are routinely greater than 80 hours every two weeks. Therefore, the extra hours result in XB hours that are used much like vacation leave.

Sometimes, these XB hours result in overtime hours in subsequent pay periods. This can happen if an officer requests an unanticipated leave, e.g. sick leave, after another officer already has requested XB leave. In this scenario, an officer would have to be called in at overtime pay to fill one of the vacant shifts.

Some personnel would like to have XB hours paid as straight time (not overtime) rather than to be provided additional leave. This is especially the case for more-experienced officers who have large accumulated leave balances. I believe that the proposal is cost-neutral to the City based on the current labor agreement. There is a potential small cost-savings opportunity for the City because, in theory, paying XB hours at the standard rate of pay for each officer should result in less call back/overtime pay later.

Recommendation:

Approve the MOU to allow, at the employee's option, the reimbursement of XB hours at the standard rate of pay per officer.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF EAST GRAND FORKS
AND
LAW ENFORCEMENT LABOR SERVICES
POLICE DEPARTMENT LOCAL NO. 152**

This Memorandum of Understanding is entered into between the City of East Grand Forks (hereafter "City") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect through December 31, 2012; and

WHEREAS, the collective bargaining agreement also contains Article 14.1 which states "The normal work year for full-time employees shall be two thousand and eighty (2080) hours to be accounted for by each EMPLOYEE through hours worked on assigned shifts; holidays; assigned training; authorized leave time"; and

WHEREAS, the 12-hour schedule worked by members of the bargaining unit results in hours worked in excess of 2080 which are designated as "extra burn hours" and are currently compensated for as additional leave time; and

WHEREAS, the City and the Union believe it will be mutually beneficial to allow flexibility for these hours to also be compensated with pay.

NOW, THEREFORE, the parties agree as follows:

- Each member of LELS Local #152 will be informed at the beginning of the year of the number of extra burn hours that they will accrue based on the number of hours they are scheduled to work for the calendar year.
- Extra burn hours can be utilized as time off at the employee's discretion provided the request does not conflict with a previously-approved leave that will occur on the same shift.
- On the pay period that includes October 31st of each year, each member will be paid at straight time for any remaining extra burn balance for that year.
- This Memorandum of Understanding shall not be construed or interpreted to conflict the federal Fair Labor Standards Act (FLSA) or any other state or federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

Signed:

City of East Grand Forks

LELS Union Steward

Date: _____

Date: _____

City of East Grand Forks

Douglas Biehn, LELS Business Agent

Date: _____

Date: _____

Request for Council Action

Date: October 6, 2011

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Wayne Gregoire, Henry Tweten, Council Members: Marc Demers, Ron Vonasek, Henry Tweten, Greg Leigh and Mike Pokrzywinski

Cc: File

From: Charlotte D. Helgeson, Library Director

RE: Request for approval of proposals for Phases 1-4 of Library roof repair

Bids have been received by Kraus Anderson to complete Phases 1-4 in the Library roof repair project from InSpec, WSN, Braun Intertec, McFarlane and Kraus-Anderson.

Phase 1	Additional inspection	Completion date: December 1, 2012
Phase 2	Define Final Scope	Completion date: January 5, 2012
Phase 3	Owner Selection Options	Completion date: January 18, 2012
Phase 4	Design reports/Pricing	Completion date: April 18, 20112

Final phase will be the actual repair work with proposed completion date of September, 2012

Recommendation: Approve the following bids:

Braun Intertec	\$30,950.00	
McFarlane	\$12,000.00	
Kraus-Anderson	<u>\$11,700.00</u>	
Total Phases 1-4	\$54,650.00	Not to exceed: \$58,500.00

October 4, 2011

Proposal BL-11-06434

Mr. Jake Boerboon
Project Manager
Kraus Anderson (K/A)
8625 Rendova St. PO Box 158
Circle Pines, MN 55014

Re: Proposal for Roof Assessment & Design
East Grand Forks Campbell Library
422 Fourth St. N.W.
East Grand Forks, MN 56721

Dear Mr. Boerboon:

Braun Intertec is pleased to present this proposal which outlines our scope of services and cost estimate to conduct a Roof Assessment & Design Documents for the East Grand Forks Campbell Library roof project at the above listed address. The roof project is associated with the meeting room portion of the library.

Scope of Services

Based on our understanding of the project as described in the Inspec' report [provided by K/A], dated May 12, 2011 and discussions with you, Braun Intertec is proposing to provide the following scope of services.

Field Verification

We will require Kraus Anderson (or Owner) to provide historical data, background information and original building plans, as may be available for the building and meeting room addition. We will interview building personnel as part of our physical review of the building; take field verifications of overall roof dimensions at meeting room addition; and review location of roof penetrations for development of a CAD roof plan. We request access to the roof system core samples data as preformed by Inspec to verify "As-Built" conditions to the meeting room roof. If this information cannot be provided, Braun will contract out roof core sampling work with a qualified roof contractor. This cost will be listed as an additional service.

Braun Intertec may perform an infrared scan of the roof sections in an attempt to identify areas of potential insulation deterioration and moisture intrusion. This could determine the overall insulation replacement needed for unit pricing during the bidding phase. Infrared inspection will be dependent on the roof being clear of snow and water to be able to read below the surface of the roof.

Based on the information collected, a scope of work shall be prepared with K/A defining the project requirements, budget and schedule.

Roof Design

Utilizing our findings during the roof assessment, and approval of the scope of work [by the Owner & K/A], we will begin to put together drawings and specifications for bidding purposes.

In addition, design criteria should address concerns provided in the Inspec' report, this includes, but not limited, to the following issues:

- upslope edge of shingles in field of roof installed against flow of water
- roof drainage
- vapor barrier
- insulation at steel beams
- roof ventilation
- skewed roof shapes, slopes - due to complex design forms
- ice dams

During the design phase we will evaluate the roof components, insulation and drainage and make changes as required by the City of East Grand Forks and Minnesota Building codes.

We will provide “sealed” drawings, details and technical specifications as part of our design package.

Roof Observations and Testing (Optional)

During the roof's construction, we will visit the site periodically at varying times per week and provide a written daily observation report of work observed. We will also take pictures of work as requested while we are on site for additional documentation. We will observe the storage of roofing materials for this project to determine if they are kept free from moisture and undamaged, the installation of insulation, membrane, and the installation of the sheet metal flashings. When possible we will also observe the nightly membrane cut-offs.

At the end of the roof installation, we can review the roof work completed and provide a punch list of items that may need correcting. After correction, we will submit a summary report of our inspections.

Experience

Our staff provides the support, knowledge and experience necessary to successfully evaluate your roof and recommend solutions. We have worked on many projects involving forensics, assessments, roof design, and roof observations and testing for a variety of roofing systems and clients.

Our process starts by learning about your building's needs and ends with Braun Intertec providing the information necessary to help you make cost-effective and informed decisions.

Within the last year, Braun Intertec has provided services for similar buildings as currently proposed for the Campbell Library. They include Frauenshuh Property and Asset Management, United Properties, Liatrix Limited, University of Minnesota and Wal-Mart, and Union Depot, St. Paul.

The design and field assessment will be lead by Matt Anderson, a Registered Roof Observer as earned from RCI and has 15 years of experience. The completed evaluation and design documents will be reviewed by Steve Flaten, AIA, a registered architect licensed in Minnesota with over 35 years of experience and Brain Dombrovski, a Registered Roof Observer with over 25 years of experience.

Project Schedule

Based on the schedule provided by K/A, dated 9/27/2011:

- Braun Proposal, October 4, 2011
- Team Kick-off, October 11, 2011
- Assessment Report Due, December 1, 2011
- K/A Pricing, January 5, 2012
- Design submittal, February 15, 2012
- Construction Start, April 19, 2012

Cost Estimate

The following provides a breakdown of our cost estimate to conduct the specified scope of services.

Service Description	Units	Total
Roof Assessment (including travel)	100 (hours)	\$11,125
Infrared Camera Roof Scan - OPTIONAL	4 (hours)	\$500
Roof Design (including travel)	135 (hours)	\$14,625
Total Not to Exceed (w/Infrared camera)		\$26,250.00
Total Not to Exceed (w/o infrared camera)		\$25,750.00
Additional Service – Roof Core Samples	EA	\$2,500
Observation & Testing – OPTIONAL (incl travel)	35 (hours)	\$4,700

The estimated cost is based on the scope of services described and the assumption that the proposal will be authorized within 60 days and that the project will be completed within the proposed schedule. If the project is not authorized within 60 days, we may need to modify the proposal. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the proposal may be required for completion of the remaining tasks.

General

Braun Intertec appreciates the opportunity to present this proposal to you. It is being presented in duplicate so if it is acceptable, the original can be retained for your records and the copy can be signed and returned via fax or U.S. Mail in its entirety, including the General Conditions, as written authorization to proceed. We will begin the project upon receipt of your authorization.

We look forward to working with you. If you have any questions or require further information, please call Matt Anderson at 952.995.2274.

Sincerely,

BRAUN INTERTEC CORPORATION



Matt Anderson, RRO
Building Envelope Specialist



Steve Flaten, AIA
Principal/Senior Architect

Attachment:
General Conditions (6-15-06)
Resume – Matt Anderson

Authorization to Proceed:

Please proceed according to the described scope of services and General Conditions:

Authorizer's Name (please print or type)

Authorizer's Signature

Authorizer's Title

Authorizer's Firm

Date

BRAUN
INTERTEC

Our agreement (“Agreement”) with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

Revised 6-15-06

Education

Minneapolis Drafting School - Architectural Drafting
1997

North Hennepin Community College
1995

Professional Affiliations

Roof Consulting Institute

Professional Certifications

Registered Roof Observer (RRO)
#0965

EIFS Inspector
#735007

Grace Construction
Waterproofing Products:
Preprufe & Procor

Confined Space Entry
CPT Training

Fall Protection Training

Matt Anderson, RRO, is a Registered Roof Observer with RCI and is part of the Building Sciences group at Braun Intertec. He is primarily involved with investigation, evaluation, design and inspections of new and existing roof projects. He also performs roof material testing per ASTM guidelines and has more than 12 years of roof consulting experience. Other duties include waterproofing consulting and inspections, insurance claims and Baseline Property Condition Assessments per ASTM Designation E2018-01.

Prior to joining Braun Intertec, Matt worked as a project manager for a local architectural firm. At this firm, he managed roof restoration projects and new roof design projects. This experience has given him a strong knowledge of roof design while working with architects and owners.

Roofing Experience

- Building Envelope Survey, University of Minnesota, Gibson-Nagurski Practice Facility, Minneapolis, MN
- *Design, University of Minnesota, Hodson Hall, St. Paul Campus
- *Design, Riverland Community and Technical College, Albert Lea Campus, Albert Lea, MN
- *Design, Minnesota State University Moorhead, Livingston Lord Library
- Expert Testimony, Confidential Clients, Workmanship or Materials
- Insurance Claims, The Cincinnati Insurance Companies
- *Design, Anoka Ramsey Community College, Coon Rapids, MN
- *Design, Medtronic Facilities, Various Locations, MN
- *Inspections, Dakota Technical College, Rosemount, MN
- Inspections, Green Roofing, Minnesota Zoo, Apple Valley, MN
- Design, Bremer Banks for Frauenshuh, Various Locations
- Inspections, Anoka County Sheriff, Anoka County, MN
- *Design, Centennial ISD #12, Circle Pines, MN
- Product Evaluation, Ryan Companies for Target North Campus, Brooklyn Park, MN
- *Design, Hayward Intermediate School, Hayward Community Schools, Hayward, WI
- Inspections, Minneapolis Public Libraries, Minneapolis, MN
- *Design, University of Minnesota, Green Hall, St. Paul Campus
- Inspections, City of Duluth, MN, Duluth Entertainment Convention Center
- Inspections, The Airye Condominiums, St. Paul, MN
- Roof Survey, Northrup Auditorium, University of Minnesota, Minneapolis, MN
- Investigation, Wal-Mart, Chippewa Falls, WI
- *Design, Third Floor Plaza Roof, ING/ReliaStar, Minneapolis, MN
- Insurance Claims, Auto – Owners Insurance

* While employed by others

- Inspections, Wal-Mart, Various Locations
- *Design, Blue Earth Schools, Blue Earth, MN
- Inspection, New Prague Safety Building, New Prague, MN
- Document Review, M.A. Mortenson, Mercy Medical Center, Des Moines, IA
- Inspections, Green Roofing, St. Cloud Hospital, St. Cloud, MN
- Inspection, Hubert H Humphrey Terminal, Minneapolis, MN
- Document Review of Building Envelope, Maxwell Hall, Winona State University, Winona, MN
- Inspections, University of Minnesota Science Teaching and Student Services
- Design, University of Minnesota, St. Paul Gym and Pool Building, St. Paul, MN

Waterproofing Testing and Inspections

- Normandale Community College, Bloomington, MN
- Minneapolis Community and Technical College, Minneapolis, MN
- Minneapolis East Lake Library, Minneapolis, MN
- Regions Hospital Expansion, St. Paul, MN
- Carlton College Residence Halls, Northfield, MN
- Winona State University, Residence Halls, Winona, MN
- North Memorial Hospital, Maple Grove, MN

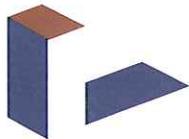
Baseline Property Condition Assessments

- Evergreen, Trinity Evangelical Free Church, Lakeville, MN
- Carlson Real Estate Company, Bryant Lake Business Center, Eden Prairie, MN
- United Properties, Lake Point Distribution Center, Plymouth, MN
- United Properties, Enterprise Business Center, Mendota Heights, MN
- Welsh Companies, Office/Warehouse, Hopkins, MN
- Pasture Enterprises, Crystal Shopping Center, Crystal, MN
- United Properties, Jostens Building, Bloomington, MN
- Geneva, Southcross Buildings 1-4, Burnsville, MN
- RECOR, North Metro Business Park, Mahtomedi, MN
- Travelers, JJ Taylor Building, Arden Hills, MN
- Kelley Lafferty, Indian Hills & Indian Village, Hopkinsville, KY
- Leonard Louis Health Care Properties, 13 sites, Upper Midwest
- JLG Properties, Strip Mall, Menomonie, WI
- Welsh Companies, Days Inn Hotel, Bloomington, MN

Exterior Insulation Finish System (EIFS) Inspections

- Maple Grove, MN, Various Locations
- Plymouth, MN, Various Locations
- Edina, MN, Various Locations
- Mystic Lake Office/Warehouse, Prior Lake, MN
- West End Development, St. Louis Park, MN
- Holiday Gas Station, Various Locations

** While employed by others*



INSPEC

October 5, 2011

Smart engineering of
roofs, walls, pavements
and waterproofing

Mr. Jacob S. Boerboon
Kraus-Anderson Construction Co.
8625 Rendova Street Northeast
P.O. Box 158
Circle Pines, MN 55014

RE: Phase 2 – Roof, Exterior Wall, and Interior Conditions Investigation Services
Associated with the Meeting Room at East Grand Forks Campbell Library
East Grand Forks, Minnesota

Dear Mr. Boerboon:

We are grateful to have been given the opportunity to submit this proposal.

A. DEFINITIONS

1. Client: Kraus-Anderson Construction Company (KA)
2. Inspec: INSPEC, INC., Engineers/Architects
3. Owner: East Grand Forks Campbell Library, City of East Grand Forks (EGFL)

B. PROJECT INFORMATION

1. Context

The East Grand Forks Campbell Library was completed in March of 2001. The library has a shingle roof system with a complex roof profile, attic space, insulation, and ventilation systems.

2. Client's Needs/Scope of Work:

In the spring of 2011, Inspec performed Initial Roof Engineering Services at the facility and produced a report titled "Limited Initial Investigation of Ice Damming and Roof Leakage", dated May 12, 2011. This work would be Phase 1. Inspec met with KA on September 6, 2011, to briefly discuss project background information and possible approaches for addressing the existing known and unknown problems and deficiencies present at the Campbell Library.

At KA's request, we provided a brief letter dated September 22, 2011, summarizing Inspec's position, current understanding, and initial opinion regarding approved recommendations.

We understand that KA met with EGFL and discussed/presented our September 22, 2011, letter, which contained further approaches with the associated risks and schedule suggestions.

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

www.inspec.com

The overall approach that has been communicated to us from KA in summary, as we understand it, is to accomplish Phase 2 investigation starting at the end of October 2011, define final scope by early January 2012, owner selects options by mid-January 2012, create design and construction documents and get pricing by the end of March 2012, with construction starting in the spring of 2012.

Potential risks related to the above expedited approach beginning with the Phase 2 investigation includes, but is not limited to:

- Onset of weather conditions that prevent exterior-related investigations to be conducted.
- Uncovering defective existing conditions that warrant further time/services to investigate/evaluate, which weather conditions may not permit.
- Not uncovering defective existing conditions beyond the meeting room area of the facility.

On September 22, 2011, we received a request for further investigation services (Phase 2) with the specific scope being as follows (based on conversations on September 29 and 30, 2011):

- Investigate the existing construction of the apex portion of the meeting room roof.
- Investigate the existing construction of the wall on the north side of the meeting room roof.
- Investigate the existing construction of the adjacent roofs, attic, and venting spaces.
- Infrared scan the exterior building envelope and some interior-to-exterior conditions.
- Analyze the data/gathered information.
- Create an investigation report
- Explore ventilation solution and possible low-slope roof option.
- Review investigation report with parties involved.

KA is to provide a final report to the owner for a January 5, 2012, meeting.

We understand that the team for the Phase 2 work includes Inspec (roofing and wall consultants), KA, the owner, and McFarland Mechanical. A structural engineer will be involved to observe test openings and to provide input regarding solutions. Inspec will select the structural engineer. An architect may be needed at a later time in this phase. Cutting and patching of the exterior elements would be accomplished by companies of Inspec's choosing. Interior cutting and patching would be by KA.

C. BASIC SERVICES

We are proposing the following Phase 2 services at this time:

1. Prepare for site visit. Align the services of a structural engineer and coordinate the mechanical company for potential participation at the site visit.
2. Perform an initial site visit (3-day trip estimated) to investigate the apex portion of the meeting room roof and the wall at the north side of the meeting room roof. We will also investigate interior conditions related to the meeting room.

Based on the results of our apex roof and adjacent wall investigation, we may be in a position to investigate existing construction of the adjacent roofs, attic, and venting spaces. We will discuss the level of investigation and the timing of it with you prior to commencing. We have budgeted six hours for this area of focus. Further time and test openings may be needed.

An infrared scan of the building envelope from the exterior and interior will be conducted.

3. Evaluate gathered site visit information. Evaluate the information in context to the gathered and evaluated spring 2011 information. Prepare for a second site visit.
4. Perform a second site visit (2-day trip estimated) for follow-up investigation services of the initial site visit. This trip may or may not involve test openings.
5. Evaluate gathered site visit information. Analyze roof ventilation and moisture movement. Explore roof system options.
6. Generate roof and/or wall corrective approaches. Engage KA's mechanical company, a structural engineer, and possible architect. One meeting at the site is included.
7. Produce an investigation report with roof and/or wall corrective options. This report will incorporate structural engineering and architectural information. The report will be given to KA. We will attend one meeting at the site to review the report.

We understand that KA will do pricing of construction options. Building envelope design and/or construction document preparation is not included at this time.

D. COMPENSATION – BASIC SERVICES

Inspec's fees are as follows

1. First site visit (items 1-3).....	\$15,500
2. Second site visit (items 4-5).....	\$7,800
3. Generate Correction Approaches (item 6).....	\$6,800
4. Investigation Report.....	<u>\$7,900</u>
5. Total.....	\$38,000

Cost for test openings, repairing, and team members outside of Inspec, are not included in the above fees (see Additional Services).

E. REIMBURSABLES

1. There are no anticipated reimbursables at this time.

F. ADDITIONAL SERVICES

1. Additional Services are not included under Basic Services nor are they covered by the compensation thereof. We would obtain your authorization before proceeding.
2. Additional Services may include, but are not necessarily limited to, the following:
 - a. Site visits beyond those included under Basic Services.
 - b. Additional test openings beyond what is specified under Basic Services.
 - c. Consultants (professional or otherwise) and/or contractors hired by Inspec. Examples include a structural engineer for evaluation or analysis of the existing building conditions, and contractors for cutting and repairing test openings under Basic Services (and for additional test openings described above).
 - d. Additional onsite meetings requested by the Client.
 - e. Any services resulting from the discovery of asbestos, mold, or any other existing hazardous materials.
 - f. Services related to litigation such as depositions and court testimony, and preparation for either.

G. COMPENSATION – ADDITIONAL SERVICES

1. Compensation for Additional Services shall be on a time and material basis unless indicated otherwise herein.
2. Compensation for Additional Services provided shall be based on rate schedules that are current at the time that the Additional Services are provided.
3. Compensation for Additional Services that are provided by others but retained by Inspec shall be based on the amount billed to Inspec times a factor of 1.10.

H. CLIENT'S RESPONSIBILITIES

1. Client shall return a signed copy of this proposal as our authorization to proceed.
2. Client shall coordinate Inspec's work with the Client's team members and on-site personnel, including access to the site, access to the interior attic space, and access to the building roofs.
3. Client shall provide notice to the tenants prior to the interior and exterior site visits.

I. PAYMENT PROVISIONS

1. Progress payment invoices for Inspec services shall generally be submitted monthly and are payable upon receipt. Invoices shall be considered past due if not paid within thirty (30) days of invoice date.
2. Payment of invoices for Inspec services shall not be contingent on payments received by the Client from other parties.

J. SUSPENSION OR TERMINATION OF SERVICES

1. This Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating party, but only after written notice of the specific nature of the failure to perform has been submitted and after seven days opportunity to cure such failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

K. RISK ALLOCATION / DISPUTE RESOLUTION

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation. This agreement shall be governed by and construed according to Minnesota Law.
2. Inspec will maintain and produce copies of policies of insurance for Commercial General Liability, automotive liability, employer's liability, professional liability, and worker's compensation in amounts satisfactory to the Client with the City of East Grand Forks named as an additional insured under the terms of the Commercial General Liability and automotive liability insurance policies.
3. Limitation of liability. Client and Inspec have evaluated the risks and rewards associated with this project, including Inspec's fee relative to the risk assumed, and agree to allocate to the fullest extent permitted by law, the total aggregate liability of Inspec to Client and third parties granted reliance is limited to the greater of \$50,000.00 or Inspec's fee, for any and all injuries, damages, claims, losses, or expenses arising out of consultant's service for this agreement. This limitation shall not apply to the extent the damage is paid under Inspec's Commercial General Liability policy, automobile liability, employer's liability, professional liability, employer's liability, and worker's compensation policies.
4. Indemnity. Inspec and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Inspec and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no

duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this agreement.

L. REMARKS

This proposal is valid for 60 days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

We invite you to visit our website at www.inspec.com. We would welcome the opportunity to show you our office and laboratory to learn more about our areas of expertise.

This Agreement entered into as of the day and year first above written.

For Client

Signature

Printed Name

Printed Title

East Grand Forks Campbell Library

GP/bap

For Inspec

Signature

Gary C. Patrick,

Printed Name

Executive Vice President

Printed Title

INSPEC, INC.



Breaking new ground since 1897

8625 Rendova Street NE
P.O. Box 158
Circle Pines, MN 55014
O 763.786.7711
F 763.786.2650
www.krausanderson.com

October 5, 2011

Mrs. Charlotte Helgeson
Campbell Library
422 Fourth St. NW
East Grand Forks, MN 56721

Re: Campbell Library Phase 2 Assessment Proposal
Dated October 5, 2011

Dear Mr. Manovich:

Kraus-Anderson® Construction Company is pleased to present this proposal which outlines our scope of services and cost estimate to oversee the Roof Assessment and Mechanical Investigation to determine the proper solution to the meeting room.

KA will require the Owner to provide any requested historical data along with any original building plans that may be available for review. We will work closely with the Owner's selected Inspector/Designer to verify what the source of the problem. Any repair work required for roof opening during assessment would be billed on a Time and Material Base.

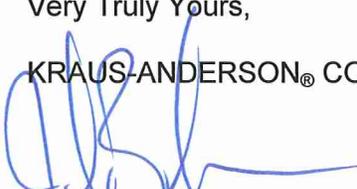
Roof Assessment (50 hrs) – Phase 1 (plus Travel)	\$ 4,500.00
Defining of Scope (50 hrs) – Phase 2 & 3 (plus Travel)	\$ 4,500.00
Bid Packages & Pricing (30 hrs) – Phase 4 (plus Travel)	<u>\$ 2,700.00</u>
Repair Work – Phase 5	- Yet to be determined.
Total	\$ 11,700.00

We look forward to the commencement of the construction activities. Please let us know should you require additional information or clarifications during your review.

Thank you again for the opportunity to work with you on this project.

Very Truly Yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Jacob S. Boerboon
Project Manager

Enclosures

October 6, 2011

Jake Boerboon, Project Manager
Kraus-Anderson Construction Company
8625 Rendova Street, P.O. Box 158
Circle Pines, MN 55014

Re; Remediation Proposal for the Campbell Library
East Grand Forks, MN

Dear Jake;

Thank you for inviting us to be a member of the team that is working to solve the Campbell Library's mechanical and building envelope issues. McFarlane installed the mechanical systems for the building as part of the original construction, although the controls have been modified since this installation by others. We are presently engaged in optimizing the performance of the existing HVAC system and have structured our proposal based on our discoveries to date.

We propose to provide the following investigative services for this facility:

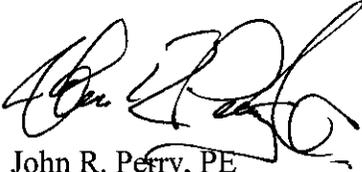
1. Provide a heating and cooling load calculation for the building using Carrier HAP 4.34. This should identify if there are any issues with the original design.
2. Review the existing control sequence in depth with the present control contractor, Climate Control, Inc. and provide recommended changes to the control logic. We have worked with them before on this project and found them responsive.
3. Conduct an above ceiling duct inspection to determine if any past roof or construction activities may have disturbed the ducted heating systems for the building.
4. Recommission the existing air handling and radiation systems in the building to confirm they work as programmed. This will include a check of the building's air and hydronic systems to determine present flows and a functional performance check of the VAV boxes and radiation.
5. Provide the Owner in conjunction with the Controls Contractor, operator training so the Owner understands how the building should work, and how they may modify the programming to optimize performance as seasons change.
6. Provide the Owner with a recommended maintenance schedule for the building equipment.
7. Conduct a service check of the system pumps, air handling unit and boilers. Parts, belts and filters will be provided at additional cost.
8. Work with the designated Project Architect to provide mechanical support with attic ventilation, particularly above the round Meeting Room roof.
9. Provide written documentation of the activities to the Kraus-Anderson.

Given the nature of the remedial work, McFarlane would prefer to do this work on a Time and Expense basis with an authorized budget limit of Twelve Thousand dollars.....;\$ 12,000.

Invoicing shall be submitted on a monthly basis. If the actual invoicing is below the budget limit Kraus-Anderson shall be billed based on the actual labor costs at a billing rate of \$80 per hour for field service personnel and \$100/hr for engineering services. Should the budget limit be reached McFarlane shall not proceed further without written authorization.

If you have any further questions please feel free to contact me at 701-738-8428.

Sincerely:



John R. Perry, PE
Engineering Manager

Cc: Mitch Price

October 3, 2011

John Perry
McFarlane, Inc.
P.O. Box 12095
Grand Forks, North Dakota 58208

Re: Campbell Library Building Repairs
422 4th Street Northwest
East Grand Forks, Minnesota 56721

Dear Mr. Perry,

Widseth Smith Nolting & Associates, Inc. (WSN) is pleased to provide a proposal to McFarlane, Inc. to assist in addressing moisture issues associated with the south meeting room roof, south meeting room floor, condensation at structural steel supports adjacent to the roof, window leakage, and site drainage improvements from the roof to the city storm water system.

From our understanding, the Scope of Work is to Provide Design and Investigation Services for the following issues:

1. **Site Drainage:** Improve building drainage around the building perimeter from the roof to the city storm water system. Provide drawings and details for corrective action.
2. **South Meeting Room Roofing:** Review the roof above the south meeting room to address roof leaks. This includes looking at the roof sheathing, ice and water shield placement, shingles, and roof flashing. Provide drawings and details for corrective action.
3. **Gutters:** Review the existing roof and gutter system and provide drawings and details for corrective action to improve drainage.
4. **South Meeting Room Windows:** Review windows and provide drawings and details to correct moisture and air intrusion at the window assemblies. (Note: We propose to address all the exterior windows as part of this proposal based on our preliminary walkthrough).
5. **Attic Ventilation:** Review ventilation in the attic areas and provide drawings and details to improve cross ventilation in the attic spaces.
6. Provide a minimum of 10 hours per week (average 2 hours per day) site observation visits to monitor the corrective work performed by the contractors. Actual time on site will vary depending on the work in progress and its complexity.
7. In addition, our staff is generally available and can be on site within 30 minutes of receiving a call from the owner, your office, or the contractors to review and address concerns.

We are committed to assisting you in achieving your goals for the Campbell Library Building Repairs. Therefore, in the interests of providing you with the best possible service at a reasonable rate, we propose to provide the services outlined above hourly not to exceed \$34,560.00.



This fee is based on our current understanding of the project and past experience with similar renovation and repair projects. Should the scope of the work grow and threaten to exceed the \$34,560.00 limit, both WSN and McFarlane, Inc. reserve the right to renegotiate the fee and amend the contract accordingly.

The Scope of Work and fees listed are based on our understanding of the project, represent what we believe you will find important in order to make informed evaluations and decisions regarding this project, and are responsive to your budgetary concerns.

We have also attached the Widseth Smith Nolting General Provisions of Professional Services Agreement to this letter. This form is used by WSN on all projects of this size and type. Please take time to review it and let us know if you have any concerns, comments, or require clarification.

This proposal is valid for 30-days from the date of this document.

We are pleased to provide these services for the East Grand Forks Campbell Library Building, and look forward to working with you. If you have any questions or would like clarification of our proposal, please do not hesitate to call. Should you wish to proceed, simply sign the extra copy of this Agreement and return it to this office.

Very truly yours,
WIDSETH SMITH NOLTING & ASSOCIATES, INC.

Roger D. Helland, AIA
Vice President

Attachments:

- Exhibit A – 2011 Fee Schedule
- Exhibit B – General Provisions of Professional Services Agreement

Accepted by:

(Signature)

(Title)

Date: _____

WIDSETH SMITH NOLTING

FEE SCHEDULE

July 1, 2011

Principal.....	\$ 148.00/Hour
Engineer V, Architect V, Land Surveyor V, Scientist V	\$ 138.00/Hour
Engineer IV, Architect IV, Land Surveyor IV, Scientist IV, Project Manager IV.....	\$ 128.00/Hour
Engineer III, Architect III, Land Surveyor III, Scientist III, Project Manager III, Landscape Architect III.....	\$ 113.00/Hour
Engineer II, Architect II, Land Surveyor II, Scientist II, Project Manager II, Geographer II.....	\$ 93.00/Hour
Engineer I, Architect I, Land Surveyor I, Scientist I	\$ 77.00/Hour
Computer Systems Specialist	\$ 105.00/Hour
Funding Specialist.....	\$ 80.00/Hour
Technician V.....	\$ 94.00/Hour
Technician IV	\$ 87.00/Hour
Technician III.....	\$ 73.00/Hour
Technician II	\$ 60.00/Hour
Technician I.....	\$ 47.00/Hour
Administrative Assistant	\$ 45.00/Hour

Mileage (Federal Standard Rate) subject to change	\$ 0.555/mile
Meals/Lodging.....	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler.....	\$ 40.00/Day
ISCO Flow Recorder	\$ 60.00/Day
Photoionization Detection Meter	\$ 80.00/Day
Explosimeter	\$ 50.00/Day
Product Recovery Equipment.....	\$ 35.00/Day
Survey-Grade GPS (Global Positioning System)	\$ 75.00/Hour
Mapping GPS (Global Positioning System).....	\$ 150.00/Day
Soil Drilling Rig.....	\$ 35.00/Hour
Groundwater Sampling Equipment.....	\$ 75.00/Day
SubcontractorsCost Plus 10%
Reproduction Costs:	
Black & White Copies 8½ X 11.....	\$ 0.10
Black & White Copies 11 X 17.....	\$ 0.50
Black & White Copies 24 X 36.....	\$ 3.00
Color Copies 8½ X 11	\$ 2.00
Color Copies 11 X 17	\$ 4.00
Color Copies 24 X 36	\$ 12.00

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.



General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolling, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of supersedeance, any attached Exhibits shall govern over these General Provisions and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Computer services.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for additional items and services as set forth in the Letter Agreement.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to

recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:

1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

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