PENNINGTON COUNTY
BOARD OF COMMISSIONER'S MEETING
COUNTY BOARD ROOM
TUESDAY, OCTOBER 27TH, 2015, 5:00 P.M.

AGENDA

Pledge of Allegiance

5:00 Ken Yutrzenka – Human Services
- Consent Agenda

5:10 Erik Beitel – Emergency Management Director
- Region 3 Mutual Aid Agreement

5:20 Mike Flaagan – County Engineer
- Highway Dept. Items

5:35 Bryan Malone – Pennington County SWCD
- NMHC Development (Bill Ness Property)

6:00 Bruce Schwartzman – BKV Group

County Auditor's Items

(This agenda is subject to change)

PENNINGTON COUNTY HUMAN SERVICES

HUMAN SERVICE COMMITTEE

CONSENT AGENDA

On a motion by Commissioner _____ and seconded by Commissioner _____, the following recommendations of the Pennington County Human Service Committee for October 20, 2015 (detailed minutes on record) are hereby adopted:

SECTION A

I. To approve the September 15, 2015 Human Service Committee meeting minutes.

II. A. To approve the agency's personnel actions.

III A. To approve the SNAP Employment and Training contract with the Minnesota Department of Employment and Economic Development.

B. To approve the CY2016 MFIP Employment Services contract with the Minnesota Workforce Center.

C. To approve the 2016-2017 MFIP Biennial Service Agreement with the Minnesota Department of Human Services.

D. To approve the agency's 2016-2017 Child Care Assistance Program plan.

E. To approve the CY 2016 Tri-Valley Transportation Bus Service Business Contract, as presented.

SECTION B

I. To approve payment of the agency's bills.

_____ _____ _____ _____

Aye Nay Chairperson Date

SECTION A

The regular meeting of the Pennington County Human Service Committee was held at 7:00 pm, September 15, 2015 at Pennington County Human Services.

COMMITTEE MEMBERS PRESENT
Don Jensen
Oliver Swanson
Cody Hempel
Neil Peterson

STAFF MEMBERS PRESENT:
Ken Yutrzenka
Julie Sjsotrand
Kathleen Herring

I. MINUTES: The August 18, 2015 Human Service Committee meeting minutes were read. Hearing no changes a recommendation was made to forward the minutes to the Consent Agenda.

II. PERSONNEL:
   A. Committee members were updated on re-filling of the Office Support Specialist vacancy.

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III. GENERAL
   A. A request for consideration was brought before the committee for the purchase of cellular telephones for child protection and mental health case management staff. The Director shared information on government pricing plans through Verizon. Committee members were supportive of the concept and recommended this item be forwarded to the Technology Committee for review.
   B. Julie Sjostrand, Social Service Supervisor, presented information of potential statewide implementation of 24/7 child protection response protocol. Anticipated implementation of standards will impact how agencies will respond to after hour and weekend screening and processing of child maltreatment reports. The committee will be updated if and as these requirements move forward.
   C. The Director informed Committee members of our submission of a Program Improvement Plan to DHS' Human Service Performance Management system. The PIP addressed how we plan to improve on the agency's percentage of children in out-of-home placements who are reunited with their parents within 12 months of their initial placement.
   D. Committee members were apprised of the work being done to complete and submit the 2016-2017 MFIP Biennial Service Agreement. A preliminary plan, which has been posted and open to a 30 day public comment period, will be presented for consideration at the October Human Service Committee meeting.
   E. Committee members were informed of Sanford Behavioral Health Center's ribbon-cutting and open house scheduled for September 23rd.
   F. The out-of-home cost report for August was presented for review.
   G. Month's end cash balance for August 2015 stands at $2,097,897.09.
   H. Committee members were informed of the resumption of the Labor/Management Committee meetings. One area of common interest is to explore installation of an electronic access system for all entrances and secure accesses to our building and office areas. Committee members supported exploring this upgrade and to gather additional information and cost estimates from available vendors.

SECTION B

I. No Social Service cases were presented for Special Case Review.

II. Kathleen Herring presented the crisis assistance activity report and the most recent Income Maintenance caseload report.

III. No Income Maintenance cases were presented for Special Case consideration.

IV. A listing of bills presented for payment was reviewed. Recommendation for payment of the bills was forwarded to the Consent Agenda.

SECTION C

Be it resolved that the foregoing record is a true and accurate recording of the official actions and recommendations of the Human Service Committee for Pennington County and, as such, constitutes the official minutes thereof.

Chair: _____

Attest: _____

NEXT COMMITTEE MEETING: October 20th, 2015 at 7:00pm.

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: William Ness
Mailing Address: 1201 Mayer Road, Hudson, WI 54016
Phone: 651-303-0999
E-mail Address: wgacat@aol.com

Authorized Contact (do not complete if same as above):
Mailing Address:
Phone:
E-mail Address:

Agent Name: Joey Goeden/Widseth Smith Nolting
Mailing Address: 7804 Industrial Park Road, Baxter, MN 56425
Phone: 218-316-3685
E-mail Address: joey.goeden@wsn.us.com

PART TWO: Site Location Information

County: Pennington **City/Township:** Thief River Falls
Parcel ID and/or Address: 1103520200, 2592064040, 2592054040
Legal Description (Section, Township, Range): Section 35, Township 154, Range 43
Lat/Long (decimal degrees): 48.108988/-96.143405
Attach a map showing the location of the site in relation to local streets, roads, highways. See Figure 1
Approximate size of site (acres) or if a linear project, length (feet): Approximately 10 acres

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted ***prior to*** this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

Northwest Minnesota Housing Cooperative in cooperation with the landowner, William Ness, and the City of Thief River Falls are proposing to create a housing development within Thief River Falls, MN (see Figure 1 – Site Location Map). The development will have 26 separate lots to build single family homes on. Three separate entrances will be constructed to gain access to the interior of the development (see Figure 3 – Proposed Development). A 20-foot wide bituminous roadway with two 10-foot traffic lanes will be constructed to provide access to the lots. There will be three separate parking areas off of the new roadway. The center of the property will be a park area where residents can enjoy the outdoors.

A 10-foot wide multi-modal trail is proposed along the western portion of the property. The trail will provide access from Nelson Drive to the northwest parking lot and a wooded area located to the southeast.

At this time, Northwest Minnesota Housing Cooperative plans to construct the proposed roadways, entrances, and parking areas.

The proposed project would begin in the fall of 2015. The proposed project would be completed by winter of 2015. The proposed project would permanently fill approximately 11,492 sq. ft. of Type I seasonally flooded, Type II sedge meadow, Type III shallow marsh, Type VI shrub-carr, and Type VII hardwood swamp wetland (see Figure 4 – Wetland Impact Areas). Some of the wetlands are manmade ditches from construction of area roadways.

PART FOUR: Aquatic Resource Impact[1] Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted on overhead view)	**Aquatic Resource Type** (wetland, lake, tributary etc.)	**Type of Impact** (fill, excavate, drain, or remove vegetation)	**Duration of Impact** Permanent (P) or Temporary (T)[1]	**Size of Impact**[2]	**Overall Size of Aquatic Resource** [3]	**Existing Plant Community Type(s)** in Impact Area[4]	**County, Major Watershed #, and Bank Service Area #** of Impact Area[5]
Wetland 1	Wetland	Fill	P	0.02 acres	N/A	Type 1/3	Pennington, Watershed # 63, Bank Service Area #3
Wetland 2	Wetland	Fill	P	0.11 acres	N/A	Type 2	Ditto
Wetland 3	Wetland	Fill	P	0.11 acres	N/A	Type 3/6/7	Ditto
Wetland 5	Wetland	Fill	P	0.03 acres	N/A	Type 2	Ditto

[1]If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".
[2]Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).
[3]This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".
[4]Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.
[5]Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:

None

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: _____ Date: 9/23/2015

I hereby authorize Widseth Smith Nolting to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

[1] The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

Attachment A
Request for Delineation Review, Wetland Type Determination, or Jurisdictional Determination

By submission of the enclosed wetland delineation report, I am requesting that the U.S. Army Corps of Engineers, St. Paul District (Corps) and/or the Wetland Conservation Act Local Government Unit (LGU) provide me with the following (check all that apply):

☐ **Wetland Type Confirmation**

☒ **Delineation Concurrence**. Concurrence with a delineation is a written notification from the Corps and a decision from the LGU concurring, not concurring, or commenting on the boundaries of the aquatic resources delineated on the property. Delineation concurrences are generally valid for five years unless site conditions change. Under this request alone, the Corps will not address the jurisdictional status of the aquatic resources on the property, only the boundaries of the resources within the review area (including wetlands, tributaries, lakes, etc.).

☒ **Preliminary Jurisdictional Determination**. A preliminary jurisdictional determination (PJD) is a non-binding written indication from the Corps that waters, including wetlands, identified on a parcel may be waters of the United States. For purposes of computation of impacts and compensatory mitigation requirements, a permit decision made on the basis of a PJD will treat all waters and wetlands in the review area as if they are jurisdictional waters of the U.S. PJDs are advisory in nature and may not be appealed.

☐ **Approved Jurisdictional Determination**. An approved jurisdictional determination (AJD) is an official Corps determination that jurisdictional waters of the United States are either present or absent on the property. AJDs can generally be relied upon by the affected party for five years. An AJD may be appealed through the Corps administrative appeal process.

In order for the Corps and LGU to process your request, the wetland delineation must be prepared in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, any approved Regional Supplements to the 1987 Manual, and the *Guidelines for Submitting Wetland Delineations in Minnesota* (2013).
http://www.mvp.usace.army.mil/Missions/Regulatory/DelineationJDGuidance.aspx

Attachment C
Avoidance and Minimization

Project Purpose, Need, and Requirements. Clearly state the purpose of your project and need for your project. Also include a description of any specific requirements of the project as they relate to project location, project footprint, water management, and any other applicable requirements. Attach an overhead plan sheet showing all relevant features of the project (buildings, roads, etc.), aquatic resource features (impact areas noted) and construction details (grading plans, storm water management plans, etc.), referencing these as necessary:

The purpose of the housing development project is to provide affordable housing for local residents in Thief River Falls, MN. The city currently has a housing shortage created by an increase in manufacturing and industrial jobs in the area. At this time, three entrances are proposed to provide access to the housing development from Greenwood Street and Nelson Drive. A 20-foot wide bituminous roadway with two 10-foot traffic lanes will be constructed. The proposed roadway will provide access to all of the lots. Off of the proposed roadway, three separate parking lots are proposed to provide parking for residents. The housing development will have 26 separate lots available for home construction. The center of the property will be a park area where residents can enjoy the outdoors.

A 10-foot wide multi-modal trail is proposed along the western portion of the property. The trail would provide access to from Nelson Drive to the northwest parking lot and a wooded area located to the southeast. The trail would provide residents an opportunity for outdoor recreation. The proposed trail will not be constructed at this time.

Avoidance. Both the CWA and the WCA require that impacts to aquatic resources be avoided if practicable alternatives exist. Clearly describe all on-site measures considered to avoid impacts to aquatic resources and discuss at least two project alternatives that avoid all impacts to aquatic resources on the site. These alternatives may include alternative site plans, alternate sites, and/or not doing the project. Alternatives should be feasible and prudent (see MN Rules 8420.0520 Subp. 2 C). Applicants are encouraged to attach drawings and plans to support their analysis:

Option 1: Total avoidance of wetland impacts could be achieved by not doing the project; however, this option was not considered because it does not meet the goals of NW MN Housing Cooperative to create a housing development. The City of Thief River Falls is in desperate need of housing due to the abundance of jobs in the area.

Option 2: Total avoidance of wetland impacts could be achieved by removing the southwest entrance and moving the southeast entrance west to utilize an existing access (see Figure 5 – Alternative Option #2). At the south entrance, the roadway would split to provide access to the southern lots. The northwest entrance would remain, but the roadway would need to be adjusted to avoid all wetland impacts. The number of lots would decrease as a result of the alternative layout. The alternative roadway layout would require a narrow driveway to access the southwest lots. The northwest parking lot would be abandoned, creating parking issues within the development. The City of Thief River Falls needs as many housing lots as possible to help with their housing shortage.

Minimization. Both the CWA and the WCA require that all unavoidable impacts to aquatic resources be minimized to the greatest extent practicable. Discuss all features of the proposed project that have been modified to minimize the impacts to water resources (see MN Rules 8420.0520 Subp. 4):

Wetland impacts were reduced by 2,143 sq. ft. by moving the parking areas. Wetland impacts were minimized by realigning part of the multi-modal trail, which originally impacted portions of Wetland Areas 3 and 4. Overall, the proposed layout does a good job of avoiding wetland impacts and using wetland areas for open space/parkland. Erosion control measures, such as silt fence will be used as needed to prevent soil from entering the wetland areas.

Off-Site Alternatives. An off-site alternatives analysis is not required for all permit applications. If you know that your proposal will require an individual permit (standard permit or letter of permission) from the U.S. Army Corps of Engineers, you may be required to provide an off-site alternatives analysis. The alternatives analysis is not required for a complete application but must be provided during the review process in order for the Corps to complete the evaluation of your application and reach a final decision. Applicants with questions about when an off-site alternatives analysis is required should contact their Corps Project Manager.

Off-site alternatives were not explored because the project is focused specifically on developing the target property into a housing development.

Attachment D
Replacement/Compensatory Mitigation

Complete this part ***if*** your application involves wetland replacement/compensatory mitigation not associated with the local road wetland replacement program. Applicants should consult Corps mitigation guidelines and WCA rules for requirements.

Replacement/Compensatory Mitigation via Wetland Banking. Complete this section if you are proposing to use credits from an existing wetland bank (with an account number in the State wetland banking system) for all or part of your replacement/compensatory mitigation requirements.

Wetland Bank Account #	County	Major Watershed #	Bank Service Area #	Credit Type (if applicable)	Number of Credits
1147	Roseau	70	3	N/A	0.53 acres

Applicants should attach documentation indicating that they have contacted the wetland bank account owner and reached at least a tentative agreement to utilize the identified credits for the project. This documentation could be a signed purchase agreement, signed application for withdrawal of credits or some other correspondence indicating an agreement between the applicant and the bank owner. *However, applicants are advised not to enter into a binding agreement to purchase credits until the mitigation plan is approved by the Corps and LGU.*

See Purchase Agreement located in Appendix A.

Project-Specific Replacement/Permittee Responsible Mitigation. Complete this section if you are proposing to pursue actions (restoration, creation, preservation, etc.) to generate wetland replacement/compensatory mitigation credits for this proposed project.

WCA Action Eligible for Credit[1]	Corps Mitigation Compensation Technique[2]	Acres	Credit % Requested	Credits Anticipated[3]	County	Major Watershed #	Bank Service Area #

[1]Refer to the name and subpart number in MN Rule 8420.0526.
[2]Refer to the technique listed in *St. Paul District Policy for Wetland Compensatory Mitigation in Minnesota*.
[3]If WCA and Corps crediting differs, then enter both numbers and distinguish which is Corps and which is WCA.

Explain how each proposed action or technique will be completed (e.g. wetland hydrology will be restored by breaking the tile……) and how the proposal meets the crediting criteria associated with it. Applicants should refer to the Corps mitigation policy language, WCA rule language, and all associated Corps and WCA guidance related to the action or technique:

Attach a site location map, soils map, recent aerial photograph, and any other maps to show the location and other relevant features of each wetland replacement/mitigation site. Discuss in detail existing vegetation, existing landscape features, land use (on and surrounding the site), existing soils, drainage systems (if present), and water sources and movement. Include a topographic map showing key features related to hydrology and water flow (inlets, outlets, ditches, pumps, etc.):

FIGURES

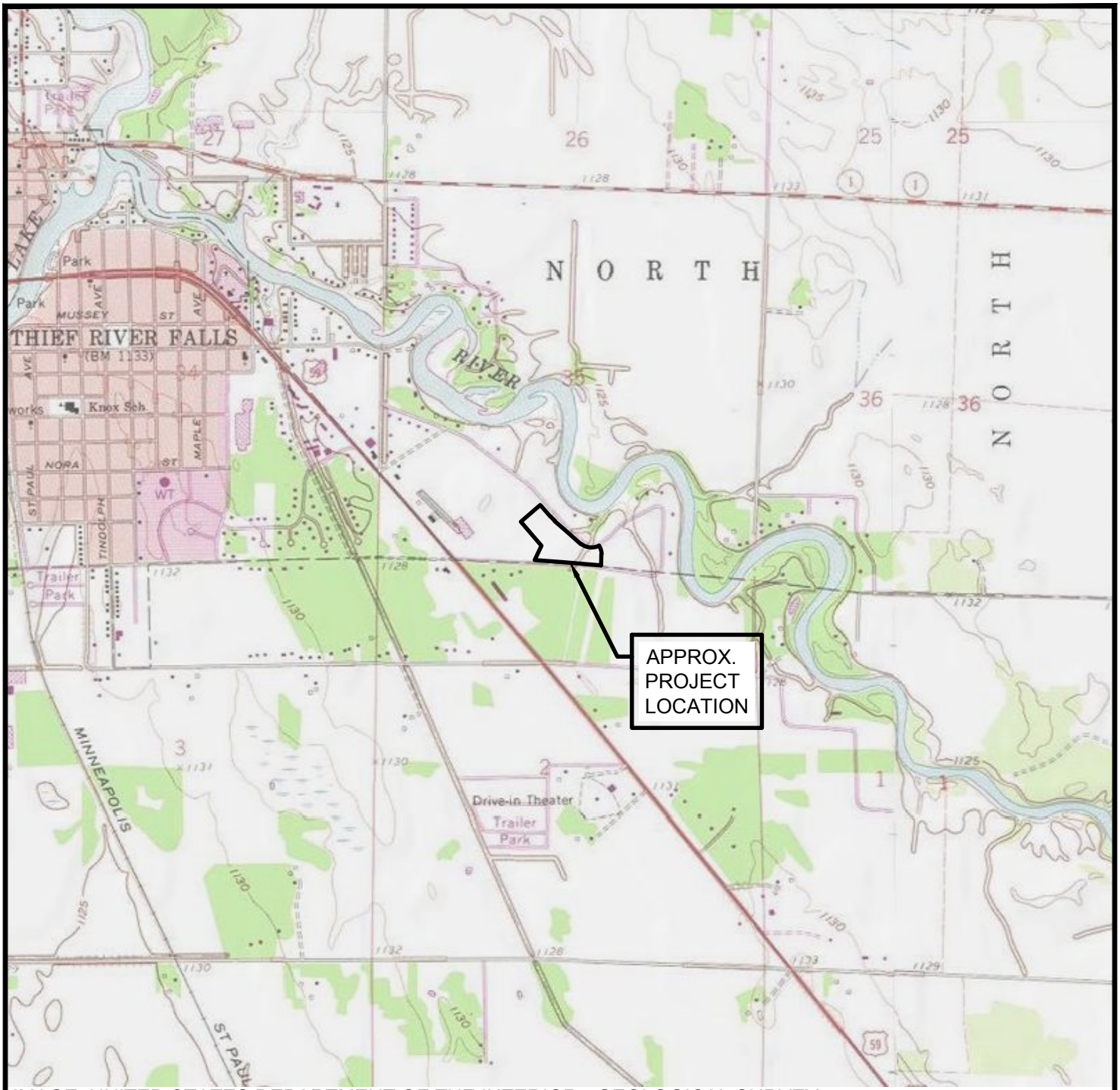
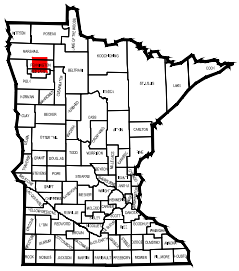


IMAGE: UNITED STATES DEPARTMENT OF THE INTERIOR - GEOLOGICAL SURVEY

AREA LOCATION



NORTH

0 2000 4000

(IN FEET)

U.S.G.S. QUADRANGLE MAPS:
HAZEL, THIEF RIVER FALLS, THIEF RIVER FALLS NE, THIEF RIVER FALLS NW
PUBLISHED: 1961, 1959, 1961, 1961
PHOTOREVISED: NA,1976, NA, 1961

WIDSETH SMITH NOLTING

Engineering
Architecture
Surveying
Environmental

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 01

SITE LOCATION MAP

IMAGE: ESRI, INC.

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Environmental

NORTH

0 100
(SCALE IN FEET)

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

EXISTING CONDITIONS

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 02

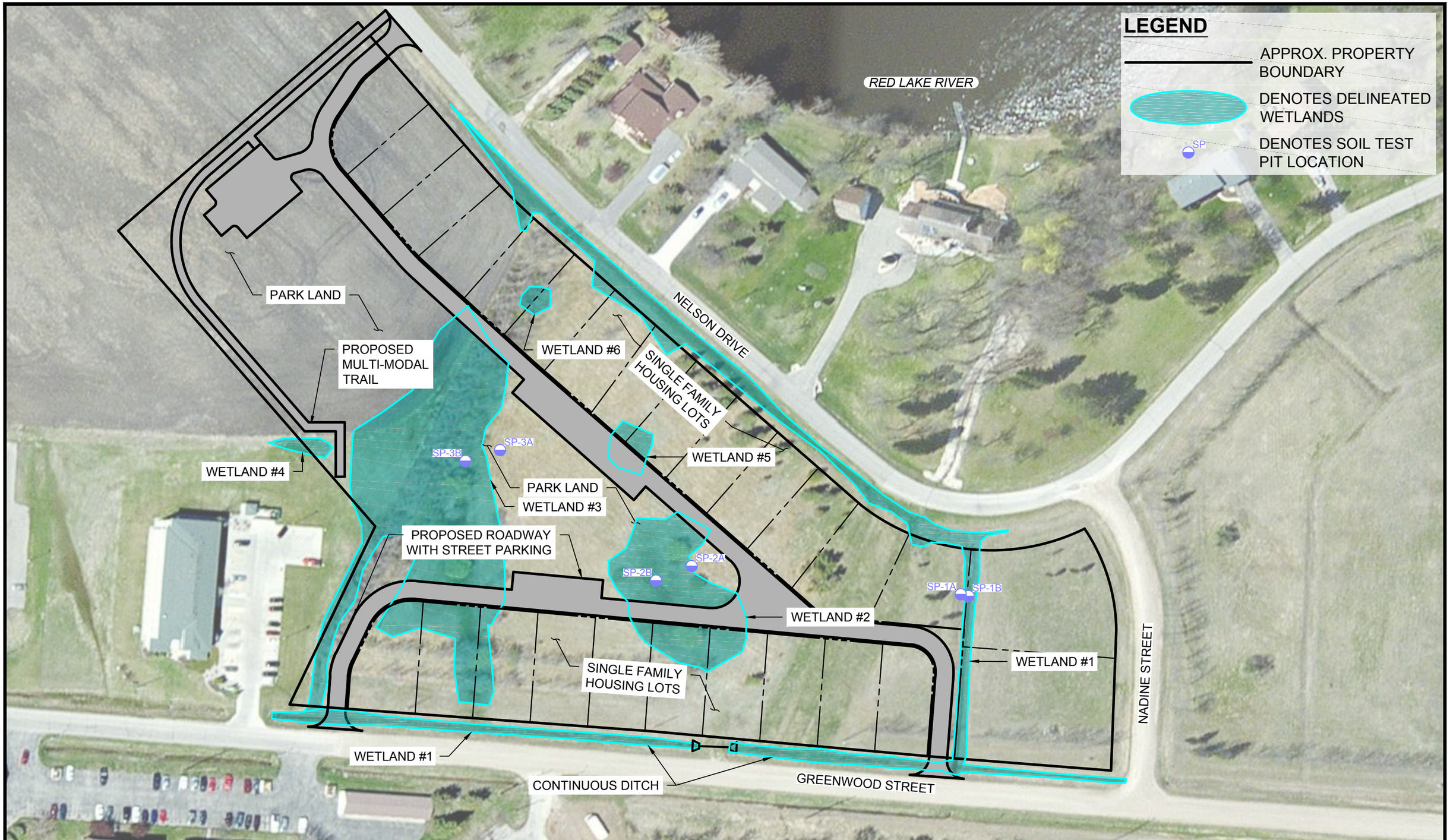

IMAGE: ESRI, INC.

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Architecture
Surveying
Environmental

NORTH

0 100
(SCALE IN FEET)

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

PROPOSED DEVELOPMENT

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 03

LEGEND

- APPROX. PROPERTY BOUNDARY
- DENOTES DELINEATED WETLANDS
- SP — DENOTES SOIL TEST PIT LOCATION
- DENOTES WETLAND IMPACT AREA

RED LAKE RIVER

NELSON DRIVE

NADINE STREET

GREENWOOD STREET

WETLAND #3
IMPACT AREA = 1,084FT² THIS AREA;
TOTAL IMPACT AREA = 4,629FT²

WETLAND #6

WETLAND #5
TOTAL IMPACT AREA = 1,228FT²

WETLAND #5

WETLAND #4

SP-3B

SP-3A

WETLAND #3

WETLAND #2
IMPACT = 513FT² THIS AREA;
TOTAL IMPACT AREA = 4,646FT²

SP-2A

SP-2B

SP-1A

SP-1B

WETLAND #2

WETLAND #1

WETLAND #3
IMPACT = 3,545FT² THIS AREA;
TOTAL IMPACT AREA = 4,629FT²

WETLAND #2
IMPACT = 4,133FT² THIS AREA;
TOTAL IMPACT AREA = 4,646FT²

WETLAND #1
IMPACT = 587FT² THIS AREA;
TOTAL IMPACT AREA = 989FT²

WETLAND #1

CONTINUOUS DITCH

WETLAND #1
IMPACT = 402FT² THIS AREA;
TOTAL IMPACT AREA = 989FT²

IMAGE: ESRI, INC.

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Architecture
Surveying
Environmental

NORTH

0 100
(SCALE IN FEET)

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

WETLAND IMPACT AREAS

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 04

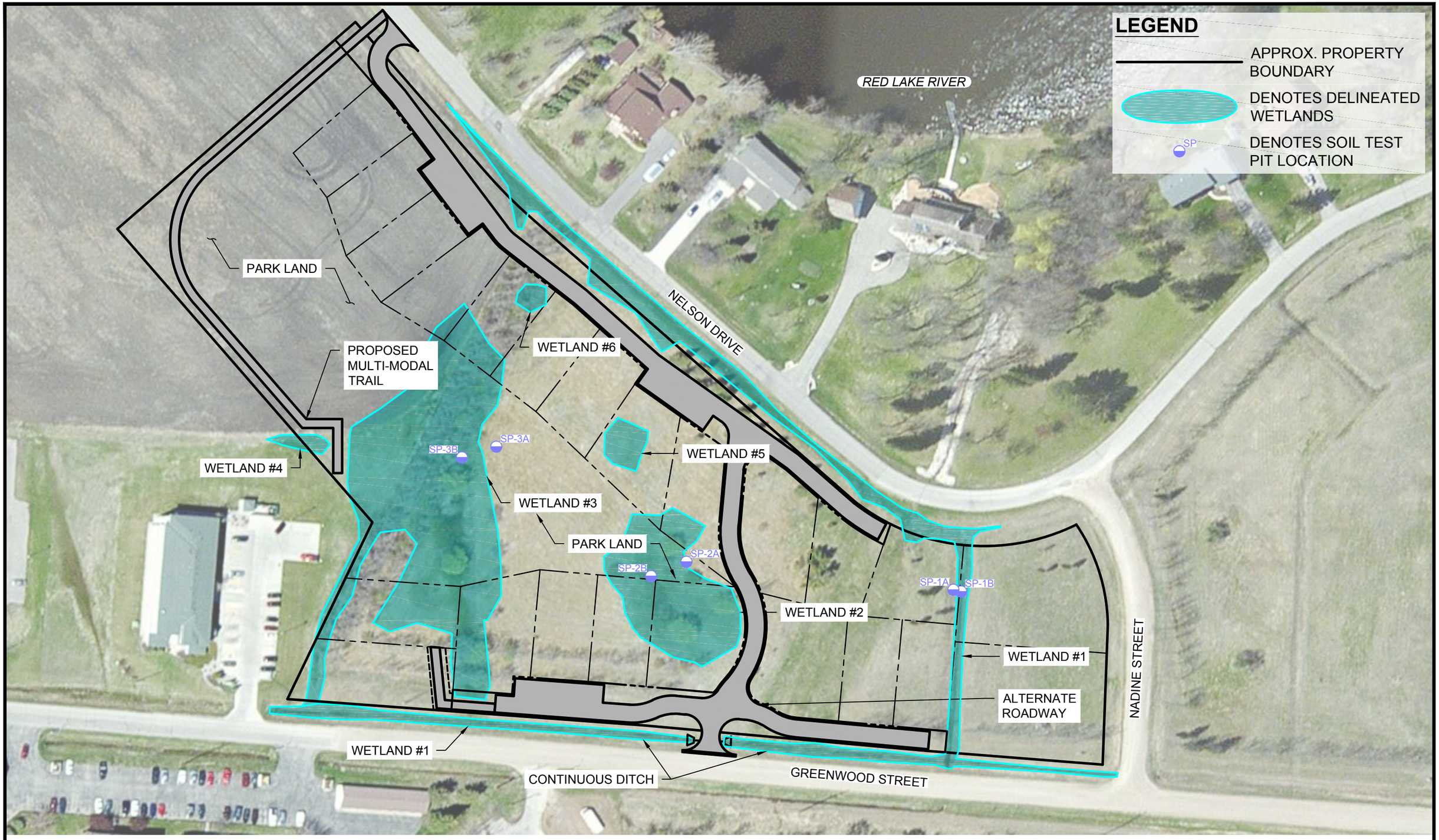

IMAGE: ESRI, INC.

WIDSETH SMITH NOLTING
Engineering
Architecture
Surveying
Environmental

NORTH

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(SCALE IN FEET)

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

ALTERNATIVE NO. 2

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 05

APPENDIX A

Purchase Agreement

PURCHASE AGREEMENT
FOR
WETLAND BANKING CREDITS

THIS AGREEMENT is made this 24th day of September, 2015 between Arne Heggedal and Gerald Krog (Seller) and William Ness (Buyer).

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the wetland banking credits (Credits) listed below:

CREDITS TO BE SOLD

Credit Sub-Group[1]	Acres or Sq. Ft.	Wetland Circ. 39 Type[2]	Plant Community Type[3]	Cost per Acre or Sq. Foot	State Fee 6.5%	Fee Cost
A.					0.065	
B.	0.53 ac	2	Fresh Wet Meadow	0.40ft2	0.065	$148.93
C.					0.065	
D.					0.065	
E.					0.065	
Totals	0.53			$9,234.72		$148.93

☐ Check here if additional credit sub-groups are part of this account and are listed on an attachment to this document.

[1]A separate credit sub-group shall be established for each wetland or wetland area that has different wetland characteristics.

[2]Circular 39 types: 1, 1L, 2, 3, 4, 5, 6, 7, 8, B, U.

[3]**Wetland plant community type:** shallow open water, deep marsh, shallow marsh, sedge meadow, fresh meadow, wet to wet-mesic prairie, calcareous fen, open bog or coniferous bog, shrub-carr/alder thicket, hardwood swamp or coniferous swamp, floodplain forest, seasonally flooded basin. **See *Wetland Plants and Plant Communities of Minnesota and Wisconsin (Eggers and Reed, 1997)* as modified by the Board of Water and Soil Resources, United States Army Corps of Engineers..**

2. Seller represents and warrants as follows:
   a) The Credits are deposited in an account in the Minnesota Wetland Bank administered by the Minnesota Board of Water and Soil Resources (BWSR) pursuant to Minn. Rules Chapter 8420.0700-.0760.
   b) Seller owns the Credits and has the right to sell the Credits to Buyer.
3. Buyer will pay Seller a total of $9,234.72 for the Credits, as follows:
   a) NONE as earnest money, to be paid when this Agreement is signed; and
   b) The balance of $9,234.72 to be paid on the Closing Date listed below.

BWSR Form: wca-bank-12 (purchase agreement).doc
Revised 6/1/2010

4. In the event such closing does not occur on or before December 31, 2015 this agreement shall at Buyer or Seller's option, be terminated, and the earnest money returned to Buyer.

5. [☒] Buyer, [☐] Seller agrees to pay to a withdrawal fee of $148.93 to the State of Minnesota based on 6.5% of the agreed to purchase price. At the Closing Date, [☒] Buyer, [☐] Seller will execute a check made out for this amount, payable to the Board of Water and Soil Resources.

6. The closing of the purchase and sale shall occur on or before December 31, 2015 (Closing Date) at or mail documents and payment to: Gerald Krog 25622 267th Ave. Fergus Falls, MN 56537. The Closing Date and location may be changed by written consent of both parties. Upon payment of the balance of the purchase price, Seller will sign a fully executed Application for Withdrawal of the Credits in the form specified BWSR, provide a copy of the Application for Withdrawal to the Buyer and forward the same to the BWSR along with the check for the withdrawal fee.

7. Buyer has applied or will apply to Pennington County (Local Government Unit) or other regulatory authority) for approval of a replacement plan utilizing the Credits as the means of replacing impacted wetlands. If the LGU has not approved the Buyer's application for a replacement plan utilizing the Credits by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then either Buyer or Seller may cancel this Agreement by giving written notice to the other. In this case, Seller shall return Buyer's earnest money, and neither Buyer nor Seller shall have any further obligations under this Agreement. If the LGU has approved the replacement plan and the Seller is ready to proceed with the sale on the Closing Date, but Buyer fails to proceed, then the Seller may retain the earnest money as liquidated damages.

Gerald Krog
25622 267th Ave
Fergus Falls, MN 56537
Cell: 218-770-1501

Gerald R Krog 9/24/15
(Signature of Seller) (Date)

William Ness
1201 Mayer Road
Hudson, WI 54016

_____
(Signature of Buyer) (Date)

WIDSETH SMITH NOLTING

Brainerd/Baxter
7804 Industrial Park Road
PO Box 2720
Baxter, MN 56425-2720

218.829.5117
218.829.2517
Brainerd@wsn.us.com

WidsethSmithNolting.com

REVISED
WETLAND DELINEATION REPORT

FOR

NORTHWEST MINNESOTA HOUSING COOPERATIVE PROJECT
THIEF RIVER FALLS, MINNESOTA

Prepared for:

William Ness
1201 Mayer Road
Hudson, WI 54016

September 2015

WSN No. 260B1346.000

REVISED
WETLAND DELINEATION REPORT
NORTHWEST MINNESOTA HOUSING COOPERATIVE PROJECT
THIEF RIVER FALLS, MINNESOTA

FIGURES

APPENDICES

I. Introduction

Widseth Smith Nolting (WSN) has completed a delineation of jurisdictional wetlands located in Thief River Falls, Minnesota. The delineation was completed to identify wetlands within a proposed housing development located in Section 35, Township 154, Range 43, Pennington County, Minnesota (Figure 1).

Northwest Minnesota Housing Cooperative plans to plat the property into lots for future housing development. The City of Thief River Falls currently has a housing shortage from increasing industrial and manufacturing jobs in the area. The proposed development would reduce the housing shortage within the city.

This report describes the methodology and results of the field delineation performed by WSN staff on July 9 and August 17, 2015. A Technical Evaluation Panel (TEP) meeting was held on August 17, 2015. After inspecting the wetland delineation, it was decided that two additional wetland areas should be flagged and three wetland areas should be expanded. This revised report discusses the changes that occurred since the TEP meeting. Wetlands identified within this report will be the basis on which wetland impacts will be calculated for the proposed project.

II. Methodology

The United States Army Corps of Engineers defines jurisdictional wetlands as: “Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.”

Available maps, aerial photography, and climatological data were reviewed prior to the on-site delineation for assistance in the identification of wetland areas. The Federal Clean Water Act and the Minnesota Wetland Conservation Act (WCA) require that the United States Army Corps of Engineers 1987 Manual (1987 Manual) along with the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region be used as guidance for wetland determinations. The boundaries of jurisdictional wetlands are to be determined using vegetation, hydrology, and soils as wetland indicator criteria. The wetland edge is considered to be the uppermost extent of the wetland basin (i.e., the area above the boundary did not meet all three wetland indicator criteria and the area below the boundary did meet all three criteria).

The wetland boundary locations were determined by establishing sample transects. Transects were generally comprised of sample locations on a line roughly perpendicular to the wetland edge. Typically, sample points were located just above and below what was defined as the wetland edge. Great Plains Region Wetland Determination Data Forms were completed that detailed vegetation, hydrology, and soils at each sample location. The wetland boundary was located just above the sampling points where all three wetland criteria were met. Dominant vegetation species, soils characteristics, and

hydrology indicators have been documented on the Great Plains Region Data Forms for each transect and are included in Appendix A.

Vegetation, hydrology, and soils data were recorded in the field and wetland boundaries were marked with wetland delineation stake-flags. The wetland boundaries were then surveyed and included on site maps.

III. Offsite Examination

National Wetlands Inventory. NWI maps provide much useful information and are a good starting point for creating a wetlands base map. However, NWI maps sometimes contain inaccuracies because they are created from interpretation of aerial photographs and are usually not verified by ground truthing. As a result, wetland boundaries are sometimes mapped inaccurately and smaller wetlands may be missed entirely or misidentified by type. With regard to the subject property, the NWI shows no wetland polygons within the project limits (Figure 2). The onsite wetland delineation revealed six basins within the project limits. The wetlands were likely missed due to tree cover and being seasonal wetlands.

Aerial Photography. FSA Aerial photography (2013) shows the project area is located on the southeast side of the City of Thief River Falls (Figure 3). The area is a mix of mowed lawn, planted tree rows, agricultural field, and ditches. Also visible in the aerial is the Red Lake River, located approximately 250 feet north of the project area.

Soils. According to the Natural Resources Conservation Service (NRCS) Web Soil Survey, one soil type is mapped within the project area. The soil is Urban land-Endoaquents complex, 0 to 3 percent slopes (I74A). The I74A soil is a somewhat poorly drained soil found on till-floored lake plains (Appendix B). The I74A soil is considered to be non-hydric (Appendix C).

Precipitation. Minnesota State Climatology Office data indicates that the multi-month precipitation score was considered to be within the normal range when using the three months prior to the July 9, 2015 field work being completed (April through June). The multi-month precipitation score was considered to be within the wet range when using the three months prior to the August 17, 2015 field work being completed (May through July). Daily precipitation amount for January 2015 through August 2015 as well as monthly summaries for the three months prior to the delineation being completed are included in Appendix D.

Public Water Inventory. Minnesota Department of Natural Resources (MNDNR) Public Water Inventory shows the Red Lake River and Thief River as PWI/PWI watercourses near the project area (Appendix E).

IV. Delineation Results

The field delineation of wetlands was conducted by WSN staff on July 9 and August 17, 2015. Six wetland basins were identified within the proposed project area. These basins are identified as Wetland Area 1 through Wetland Area 6 for the purpose of this report (Figure 3).

Wetland Area 1 is a Type 1, Seasonally Flooded Basin (Eggers and Reed Community 3B) and Type 3, Shallow Marsh (Eggers and Reed Community 13B) within ditches adjacent to the property. Dominant vegetation found within the basin includes hybrid cattail (*Typha x glauca*), reed canary (*Phalaris arundinacea*), and hummock sedge (*Carex stricta*). Dominant upland vegetation includes Kentucky bluegrass (*Poa pratensis*) and white clover (*Trifolium repens*). Soils found in the uplands are silty loam near the surface and then transition to a gravel fill or sandy clay. Soils within the wetland, near the wetland edge, are either muck or loam at the surface and then transition to depleted clay.

Wetland Area 2 is a Type 2, Sedge Meadow (Eggers and Reed Community 13A). Dominant vegetation found within the basin is hummock sedge (*Carex stricta*) and reed canary (*Phalaris arundinacea*). Dominant upland vegetation includes Kentucky bluegrass (*Poa pratensis*) and white clover (*Trifolium repens)*. Soils found in the uplands are loam near the surface and then transition to sandy clay. Soils within the wetland, near the wetland edge, are loam at the surface and then transition to depleted sandy clay.

Wetland Area 3 is a Type 3, Shallow Marsh (Eggers and Reed Community 13B), Type 6, Shrub-Carr (Eggers and Reed Community 8B) and Type 7, Hardwood Swamp (Eggers and Reed Community 3B). Dominant vegetation found within the basin is green ash (*Fraxinus Pennsylvanica),* red osier dogwood (*Cornus sericea*), sandbar willow (*Salix exigua*) and hybrid cattail (*Typha x glauca*). Dominant upland vegetation includes Kentucky bluegrass (*Poa pratensis*), white clover (*Trifolium repens)* and red clover (*Trifolium pratense*). Soils found in the uplands are loam near the surface and then transition to sandy clay. Soils within the wetland, near the wetland edge, are either muck or loam at the surface and then transition to depleted sandy clay.

Wetland Area 4 is a Type 6, Shrub-Carr (Eggers and Reed Community 8B). Dominant vegetation found within the basin is sandbar willow (*Salix exigua*). Dominant upland vegetation includes Kentucky bluegrass (*Poa pratensis*) and white clover (*Trifolium repens)*. Soils found in the uplands are loam near the surface and then transition to sandy clay. Soils within the wetland, near the wetland edge, are loam near the surface and then transition to depleted sandy clay.

Wetland Area 5 is a Type 2, Sedge Meadow (Eggers and Reed Community 13A). Dominant vegetation found within the basin is hummock sedge (*Carex stricta*). Dominant upland vegetation includes Kentucky bluegrass (*Poa pratensis*), white clover (*Trifolium repens)* and red clover (*Trifolium pratense*). Soils found in the uplands are loam near the surface and then transition to sandy clay. Soils within the wetland, near the wetland edge, are loam at the surface and then transition to depleted sandy clay.

Wetland Area 6 is a Type 2, Sedge Meadow (Eggers and Reed Community 13A) and Type 6, Shrub-Carr (Eggers and Reed Community 8B). Dominant vegetation found within the basin is hummock sedge (*Carex stricta*) and redosier dogwood (*Cornus sericea*). Dominant upland vegetation includes Kentucky bluegrass (*Poa pratensis*), white clover (*Trifolium repens)* and red clover (*Trifolium pratense*). Soils found in the uplands are loam near the surface and then transition to sandy clay. Soils within the wetland, near the wetland edge, are loam at the surface and then transition to depleted sandy clay.

V. Discussion and Conclusions

Six wetland basins were identified within the target property located in Thief River Falls, Minnesota. The wetlands were identified as part of a proposed residential housing development project designed to help with the housing shortage within the city. The site visits were completed on July 9 and August 17, 2015. During the July 9, 2015 site visit much of the target property was mowed and it was difficult to identify the wetland areas. During the August 17, 2015 site visit representatives from WSN, BWSR, Pennington SWCD, Army Corps, and NW MN Housing Cooperative inspected the wetland delineation. The vegetation had grown significantly since the last site visit and the vegetation types were much easier to identify. After inspecting the wetland delineation it was decided that two additional wetland areas should be flagged and three wetland areas should be expanded. WSN staff flagged the additional wetland areas soon after the TEP meeting was completed. Wetland impacts that may result from the residential housing development project were not known at the time of this report.

All of the wetlands identified may be subject to the jurisdiction of the Minnesota Wetland Conservation Act (WCA), the Minnesota Department of Natural Resources (MNDNR), and the Army Corps of Engineers (ACOE).

VI. Standard of Care

This wetland delineation was completed in accordance with the U.S. Army Corps of Engineers 1987 Wetlands Delineation Manual along with the Regional Supplement for the Great Plains Region. The Standard of Care follows the manual and conforms to the criteria and methods utilized by professionals in this area of practice at this time. This report was prepared by and reviewed by a WSN professional with a background in the environmental and/or natural sciences. This report was prepared by:

Joey Goeden — 9/21/15

Joey Goeden
Environmental Scientist
Date

Reviewed by:

Brian A. Ross — 9/21/15

Brian A. Ross
Director of Environmental Services
Date

VII. Staff Qualifications

WSN has been performing environmental work and wetland delineation and permitting for more than ten years. Descriptions of the qualifications of the principal wetland staff are provided below.

Joey Goeden
Environmental Scientist

Joey Goeden graduated from North Dakota State University in 2013 with a B.S. in Natural Resource Management. He has completed a five day wetland delineation certification course and is In-Training Certified for the state of Minnesota.

His responsibilities at WSN include Wetland Delineations, Phase I Environmental Site Assessments and Wildlife Surveys. He has worked on delineation projects that have ranged in size from less than five acres to several hundred acres. The projects have included most of Minnesota's wetland and vegetation types. He is experienced in GPS equipment and techniques. He has experience writing environmental documents such as Wetland Delineation Reports, Wetland Monitoring Reports, Phase I Environmental Site Assessments, Environmental Assessments and Environmental Impact Statements.

Brian A. Ross, P.G.
Vice President and Director of Environmental Services

Mr. Ross has a B.A. in Earth Science and a M.S. in Geology from the University of Minnesota. He is a Registered Professional Geologist and a licensed monitoring well

contractor. He has a strong computer background with experience in modeling groundwater flow.

Mr. Ross joined WSN in 1991, after six years with a Twin Cities environmental consulting firm. He has extensive experience in site investigation activities including sludge, sediment, soil, surface water and groundwater sampling as well as soil boring logging, monitoring well installation and aquifer testing.

Mr. Ross has experience as Project Manager for conducting hydrogeologic assessments at several landfills and wastewater ponds. One of these involved completing quarterly monitoring of groundwater as part of the closure of an industrial waste landfill. This project included development of a quality assurance plan and quarterly reports showing changes in groundwater flow and chemical concentrations. Another project involved assessing a county demolition landfill to determine if it impacted groundwater.

Mr. Ross has conducted more than 50 hydrogeologic investigations of underground storage tank (UST) releases for several major petroleum distributors. In addition, he has completed assessments, inspections, or investigations for the U.S. Environmental Protection Agency at more than three dozen hazardous waste sites all around the United States. He has also been involved in pesticide release studies, more than three dozen environmental property assessments and provided input into Environmental Impact Statements (EISs). Mr. Ross has assisted and reviewed numerous wetland delineations and prepared several wetland replacement plans, some using wetland banks and others including site specific wetland creation design.

FIGURES

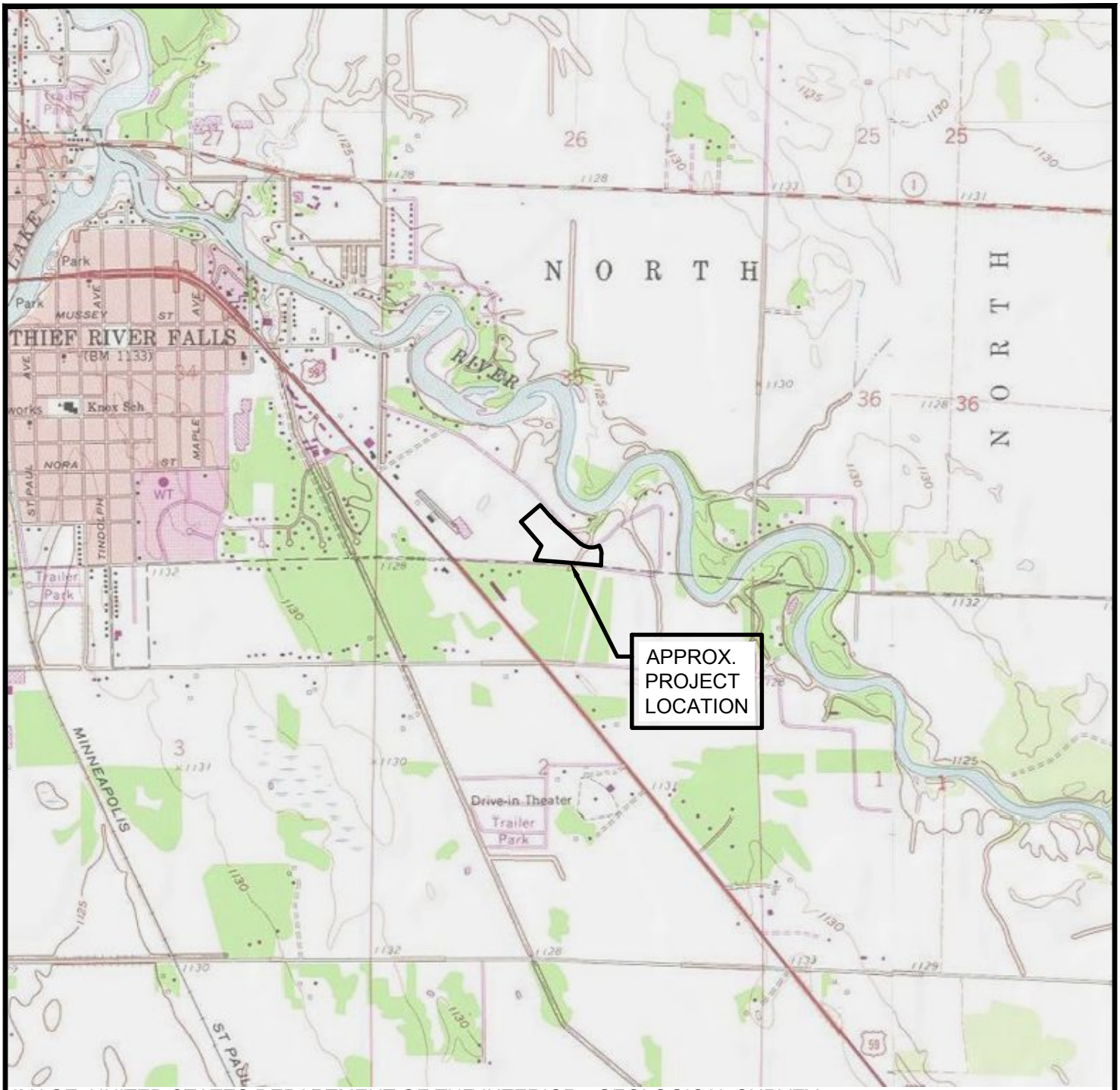
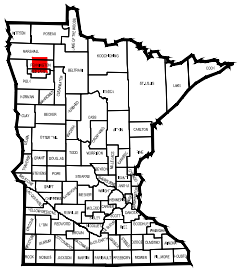


IMAGE: UNITED STATES DEPARTMENT OF THE INTERIOR - GEOLOGICAL SURVEY

AREA LOCATION



NORTH

0 2000 4000

(IN FEET)

U.S.G.S. QUADRANGLE MAPS:
HAZEL, THIEF RIVER FALLS, THIEF RIVER FALLS NE, THIEF RIVER FALLS NW
PUBLISHED: 1961, 1959, 1961, 1961
PHOTOREVISED: NA,1976, NA, 1961

WIDSETH SMITH NOLTING

Engineering
Architecture
Surveying
Environmental

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 01

SITE LOCATION MAP

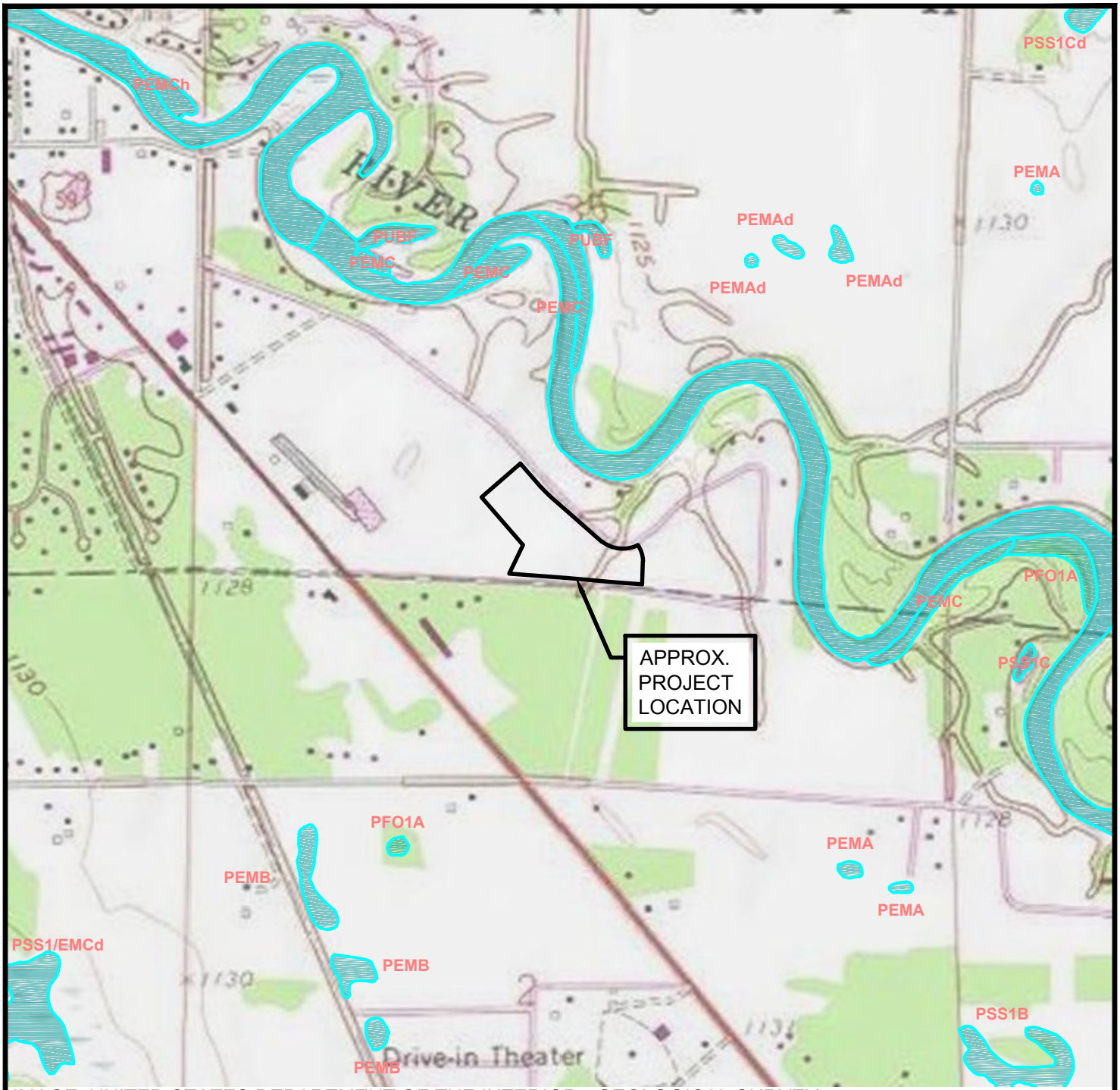
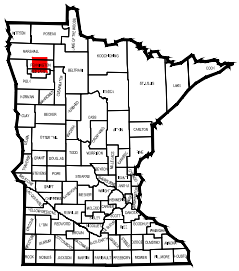


IMAGE: UNITED STATES DEPARTMENT OF THE INTERIOR - GEOLOGICAL SURVEY

AREA LOCATION



NORTH

0 1000 2000

(IN FEET)

U.S.G.S. QUADRANGLE MAPS:
HAZEL, THIEF RIVER FALLS, THIEF RIVER FALLS NE, THIEF RIVER FALLS NW
PUBLISHED: 1961, 1959, 1961, 1961
PHOTOREVISED: NA,1976, NA, 1961

WIDSETH SMITH NOLTING

Engineering
Architecture
Surveying
Environmental

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

QUAD MAP WITH NWI OVERLAY

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 02

IMAGE: ESRI, INC.

WIDSETH SMITH NOLTING
Engineering
Architecture
Surveying
Environmental

NORTH

0 100
(SCALE IN FEET)

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

DELINEATED WETLAND MAP

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE 03

APPENDIX A

Field Data Sheets

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Northwest Minnesota Housing Cooperative City/County: Thief River Falls/Pennington Co. Sampling Date: 7/9/2015

Applicant/Owner: William Ness State: MN Sampling Point: SP-1A

Investigator(s): Joey Goeden Section, Township, Range: Section 35, Township 154, Range 43

Landform (hillslope, terrace, etc.): Lake Plains Local relief (concave, convex, none): Convex

Slope (%): 25% Lat: 48.108923 Long: -96.142222 Datum:

Soil Map Unit Name: Urban land-Endoaquents complex, 0 to 3 percent slopes NWI or WWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil X, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No X

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** Yes No X
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes	No X	

Remarks:
Sample point is on the slope of a ditch.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' Radius)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Picea pungens*	5	Y	FAC
2.			
3.			
4.			
5.			
	5 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15' Radius)			
1.			
2.			
3.			
4.			
5.			
	0 = Total Cover		
Herb Stratum (Plot size: 5' Radius)			
1. *Phleum pratense*	30	Y	FACU
2. *Achillea millefolium*	25	Y	FACU
3. *Poa pratensis*	25	Y	FACU
4. *Trifolium repens*	20	Y	FACU
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 30' Radius)			
1.			
2.			
	0 = Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 25 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	5	x 3 =	15
FACU species	100	x 4 =	400
UPL species	0	x 5 =	0
Column Totals:	105 (A)		415 (B)

Prevalence Index = B/A = 3.95

Hydrophytic Vegetation Indicators:

- ___ Dominance Test is >50%
- ___ Prevalence Index is ≤3.0[1]
- ___ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- ___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No X

Remarks: (Include photo numbers here or on a separate sheet.)
All herbaceous vegetation is FACU. This sample point is not dominated by hydrophytic vegetation.

SOIL

Sampling Point: SP-1A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-3	10 YR 4/2	80	10 YR 5/6	20	C	M	Silty Loam	
3-11	10 YR 5/2	50	10 YR 5/6	30	C	M	Silty Clay	20% 10 YR 7/1
11-18	10 YR 7/1	75	10 YR 5/6	25	C	M	Silty Clay	
18-24							Gravel	Gravel Layer Present

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted).

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) **(LRR F)**
- ___ 1 cm Muck (A9) **(LRR F, G, H)**
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G, H)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR F)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- X Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) **(MLRA 72 & 73 of LRR H)**

Indicators for Problematic Hydric Soils [3]:

- ___ 1 cm Muck (A9) **(LRR I, J)**
- ___ Coast Prarie Redox (A16) **(LRR F, G, H)**
- ___ Dark Surface (S7) **(LRR G)**
- ___ High Plains Depressions (F16) **(LRR H outside of MLRA 72 & 73)**
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes X No ___

Remarks:

Soil is disturbed from previous construction. Matrix is depleted starting at the surface.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) **(where not tilled)**
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizosphere on Living Roots (C3) **(where tilled)**
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost heave Hummocks (D7) **(LRR F)**

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? (includes capillary fringe) Yes ___ No X Depth (inches): ___

Wetland Hydrology Present? Yes ___ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: No sign of wetland hydrology at this sample point.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Northwest Minnesota Housing Cooperative City/County: Thief River Falls/Pennington Co. Sampling Date: 7/9/2015

Applicant/Owner: William Ness State: MN Sampling Point: SP-1B

Investigator(s): Joey Goeden Section, Township, Range: Section 35, Township 154, Range 43

Landform (hillslope, terrace, etc.): Lake Plains Local relief (concave, convex, none): Concave

Slope (%): 1% Lat: 48.108923 Long: -96.142222 Datum:

Soil Map Unit Name: Urban land-Endoaquents complex, 0 to 3 percent slopes NWI or WWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil X, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes ____ No X

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No ____	**Is the Sampled Area within a Wetland?** Yes X No ____
Hydric Soil Present?	Yes X No ____	
Wetland Hydrology Present?	Yes X No ____	

Remarks:
Soil was disturbed by previous ditch construction.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' Radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15' Radius)			
1.			
2.			
3.			
4.			
5.			
	0 = Total Cover		
Herb Stratum (Plot size: 5' Radius)			
1. *Carex stricta*	60	Y	OBL
2. *Typha x glauca*	35	Y	OBL
3. *Scirpus atrovirens*	5	N	OBL
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 30' Radius)			
1.			
2.			
	0 = Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	100	x 1 =	100
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	100 (A)		100 (B)

Prevalence Index = B/A = 1

Hydrophytic Vegetation Indicators:

X Dominance Test is >50%

X Prevalence Index is ≤3.0[1]

__ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

__ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

Remarks: (Include photo numbers here or on a separate sheet.)
All vegetation is OBL, so hydrophytic vegetation is dominant.

SOIL

Sampling Point: SP-1B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-3	10 YR 3/1	100					Muck	
3-10	10 YR 5/1	70	10 YR 4/6	30	C	M	Silty Clay	
11-18	10 YR 6/1	60	10 YR 4/6	40	C	M	Clay	
18-24	10 YR 6/1	50	10 YR 4/6	50	C	M	Clay	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted).

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- X 1 cm Muck (A9) (**LRR F, G, H**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils [3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prarie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes X No ___

Remarks:

Soil surface is muck, resulting in hydric soil.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizosphere on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): _____

Water Table Present? Yes X No ___ Depth (inches): 1 Inch

Saturation Present? (includes capillary fringe) Yes X No ___ Depth (inches): Surface

Wetland Hydrology Present? Yes X No ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Surface saturation followed by a shallow water table results in wetland hydrology.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Northwest Minnesota Housing Cooperative City/County: Thief River Falls/Pennington Co. Sampling Date: 7/9/2015

Applicant/Owner: William Ness State: MN Sampling Point: SP-2A

Investigator(s): Joey Goeden Section, Township, Range: Section 35, Township 154, Range 43

Landform (hillslope, terrace, etc.): Lake Plains Local relief (concave, convex, none): Concave

Slope (%): 1% Lat: 48.108991 Long: -96.143558 Datum:

Soil Map Unit Name: Urban land-Endoaquents complex, 0 to 3 percent slopes NWI or WWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** Yes No X
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' Radius)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Salix babylonica*	10	Y	FACW
2. *Salix amygdaloides*	10	Y	FACW
3.			
4.			
5.			
	20	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15' Radius)			
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Herb Stratum (Plot size: 5' Radius)			
1. *Poa pratense*	40	Y	FACU
2. *Rubus idaeus*	25	Y	FACU
3. *Trifolium repens*	20	Y	FACU
4. *Cyperus esculentus*	15	N	FACW
5.			
6.			
7.			
8.			
9.			
10.			
	100	= Total Cover	
Woody Vine Stratum (Plot size: 30' Radius)			
1.			
2.			
	0	= Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 40 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	35	x 2 =	70
FAC species	0	x 3 =	0
FACU species	85	x 4 =	340
UPL species	0	x 5 =	0
Column Totals:	120 (A)		410 (B)

Prevalence Index = B/A = 3.42

Hydrophytic Vegetation Indicators:

___ Dominance Test is >50%

___ Prevalence Index is ≤3.0[1]

___ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No X

Remarks: (Include photo numbers here or on a separate sheet.)

Kentucky bluegrass and wild strawberry dominate this sample point.

SOIL

Sampling Point: SP-2A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-12	10 YR 3/1	100					Loam	
12-15	10 YR 3/1	90	10 YR 5/1	10	D	M	Silty Loam	
15-24	10 YR 7/2	70	10 YR 6/6	30	C	M	Sandy Clay	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted).

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils [3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prarie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes X No ___

Remarks:

Soil is depleted below a dark surface, resulting in hydric soils at this sample point.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizosphere on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): _____

Water Table Present? Yes ___ No X Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes X No ___ Depth (inches): 16 Inches

Wetland Hydrology Present? Yes ___ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Saturation found at 16 inches, but no hydrology indicators are met at this sample point.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Northwest Minnesota Housing Cooperative City/County: Thief River Falls/Pennington Co. Sampling Date: 7/9/2015

Applicant/Owner: William Ness State: MN Sampling Point: SP-2B

Investigator(s): Joey Goeden Section, Township, Range: Section 35, Township 154, Range 43

Landform (hillslope, terrace, etc.): Lake Plains Local relief (concave, convex, none): None

Slope (%): 0% Lat: 48.108991 Long: -96.143558 Datum:

Soil Map Unit Name: Urban land-Endoaquents complex, 0 to 3 percent slopes NWI or WWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No _____	**Is the Sampled Area within a Wetland?** Yes X No _____
Hydric Soil Present?	Yes X	No _____	
Wetland Hydrology Present?	Yes X	No _____	

Remarks:
The wetland area appears to be a depression that hold water longer than the surrounding land. Have hydric soils, hydrology and wetland vegetation.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' Radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15' Radius)			
1.			
2.			
3.			
4.			
5.			
	0 = Total Cover		
Herb Stratum (Plot size: 5' Radius)			
1. *Carex stricta*	65	Y	OBL
2. *Phalaris arundinacea*	35	Y	FACW
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 30' Radius)			
1.			
2.			
	0 = Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	65	x 1 =	65
FACW species	35	x 2 =	70
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	100 (A)		135 (B)

Prevalence Index = B/A = 1.35

Hydrophytic Vegetation Indicators:

X Dominance Test is >50%

X Prevalence Index is ≤3.0[1]

___ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No _____

Remarks: (Include photo numbers here or on a separate sheet.)
Sample point is dominated by wetland plant species.

SOIL

Sampling Point: SP-2B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-5	10 YR 3/1	100					Loam	
5-9	10 YR 3/1	85	10 YR 5/1	15	D	M	Loam	
9-11	10 YR 5/1	100					Sand	Thin sand layer
11-24	10 YR 6/1	65	10 YR 5/6	35	C	M	Sandy Clay	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted).

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils [3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prarie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes X No ____

Remarks:

Soil is depleted below a 10 YR 3/1 topsoil.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizosphere on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes ____ No X Depth (inches): _____

Water Table Present? Yes X No ____ Depth (inches): 0.5 inches

Saturation Present? (includes capillary fringe) Yes X No ____ Depth (inches): Surface

Wetland Hydrology Present? Yes X No ____

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Water filled the soil boring 0.5 inches below the surface after 2 minutes.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Northwest Minnesota Housing Cooperative City/County: Thief River Falls/Pennington Co. Sampling Date: 7/9/2015

Applicant/Owner: William Ness State: MN Sampling Point: SP-3A

Investigator(s): Joey Goeden Section, Township, Range: Section 35, Township 154, Range 43

Landform (hillslope, terrace, etc.): Lake Plains Local relief (concave, convex, none): Concave

Slope (%): 1% Lat: 48.109352 Long: -96.144447 Datum:

Soil Map Unit Name: Urban land-Endoaquents complex, 0 to 3 percent slopes NWI or WWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)

Are Vegetation ____, Soil ____, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____

Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes ____ No X	**Is the Sampled Area within a Wetland?** Yes ____ No X
Hydric Soil Present?	Yes X No ____	
Wetland Hydrology Present?	Yes ____ No X	

Remarks:
Sample point is located in a mowed lawn area.

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' Radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			/
3.			
4.			
5.			
	0 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15' Radius)			
1.			
2.			
3.			
4.			
5.			
	0 = Total Cover		
Herb Stratum (Plot size: 5' Radius)			
1. *Poa pratense*	50	Y	FACU
2. *Trifolium pratense*	30	Y	FACU
3. *Carex stricta*	25	Y	OBL
4. *Cirsium arvense*	2	N	FACU
5.			
6.			
7.			
8.			
9.			
10.			
	107 = Total Cover		
Woody Vine Stratum (Plot size: 30' Radius)			
1.			
2.			
	0 = Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 33.33 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	25	x 1 =	25
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	82	x 4 =	328
UPL species	0	x 5 =	0
Column Totals:	107 (A)		353 (B)

Prevalence Index = B/A = 3.3

Hydrophytic Vegetation Indicators:

___ Dominance Test is >50%

___ Prevalence Index is ≤3.0[1]

___ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ____ No X

Remarks: (Include photo numbers here or on a separate sheet.)
Kentucky bluegrass and red clover dominate this sample point.

SOIL

Sampling Point: SP-3A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-9	10 YR 3/1	100					Loam	
9-11	10 YR 3/1	90	10 YR 6/1	10	D	M	Silty Loam	
11-17	10 YR 7/2	85	10 YR 4/6	15	C	M	Sandy Clay	
17-24	10 YR 7/2	70	10 YR 4/6	30	C	M	Sandy Clay	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted).

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) **(LRR F)**
- ___ 1 cm Muck (A9) **(LRR F, G, H)**
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) **(LRR G, H)**
- ___ 5 cm Mucky Peat or Peat (S3) **(LRR F)**
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) **(MLRA 72 & 73 of LRR H)**

Indicators for Problematic Hydric Soils [3]:

- ___ 1 cm Muck (A9) **(LRR I, J)**
- ___ Coast Prarie Redox (A16) **(LRR F, G, H)**
- ___ Dark Surface (S7) **(LRR G)**
- ___ High Plains Depressions (F16) **(LRR H outside of MLRA 72 & 73)**
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3] Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes X No ____

Remarks:

Hydric soil is present, but did not meet wetland hydrology or vegetation indicators.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) **(where not tilled)**
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizosphere on Living Roots (C3) **(where tilled)**
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost heave Hummocks (D7) **(LRR F)**

Field Observations:

Surface Water Present? Yes ____ No X Depth (inches): ____

Water Table Present? Yes ____ No X Depth (inches): ____

Saturation Present? (includes capillary fringe) Yes ____ No X Depth (inches): ____

Wetland Hydrology Present? Yes ____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: No sign of wetland hydrology at this sample point.

WETLAND DETERMINATION DATA FORM – Great Plains Region

Project/Site: Northwest Minnesota Housing Cooperative City/County: Thief River Falls/Pennington Co. Sampling Date: 7/9/2015

Applicant/Owner: William Ness State: MN Sampling Point: SP-3B

Investigator(s): Joey Goeden Section, Township, Range: Section 35, Township 154, Range 43

Landform (hillslope, terrace, etc.): Lake Plains Local relief (concave, convex, none): Concave

Slope (%): 1% Lat: 48.109352 Long: -96.144447 Datum:

Soil Map Unit Name: Urban land-Endoaquents complex, 0 to 3 percent slopes NWI or WWI classification: Upland

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)

Are Vegetation _____, Soil _____, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____

Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X No _____	**Is the Sampled Area within a Wetland?** Yes X No _____
Hydric Soil Present?	Yes X No _____	
Wetland Hydrology Present?	Yes X No _____	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' Radius)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Fraxinus pennsylvanica*	40	Y	FAC
2. *Salix amygdaloides*	10	Y	FACW
3.			
4.			
5.			
	50 = Total Cover		
Sapling/Shrub Stratum (Plot size: 15' Radius)			
1. *Cornus sericea*	40	Y	OBL
2. *Fraxinus pennsylvanica*	30	Y	FAC
3.			
4.			
5.			
	70 = Total Cover		
Herb Stratum (Plot size: 5' Radius)			
1. *Carex cristatella*	25	Y	FACW
2. *Carex stricta*	20	Y	OBL
3. *Typha x glauca*	18	Y	OBL
4. *Phalaris arundinacea*	16	N	FACU
5. *Cornus sericea*	11	N	OBL
6. *Fraxinus pennsylvanica*	10	N	FAC
7.			
8.			
9.			
10.			
	100 = Total Cover		
Woody Vine Stratum (Plot size: 30' Radius)			
1.			
2.			
	0 = Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 7 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	89	x 1 =	89
FACW species	35	x 2 =	70
FAC species	80	x 3 =	240
FACU species	16	x 4 =	64
UPL species	0	x 5 =	0
Column Totals:	220 (A)		463 (B)

Prevalence Index = B/A = 2.1

Hydrophytic Vegetation Indicators:

X Dominance Test is >50%

X Prevalence Index is ≤3.0[1]

___ Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)

___ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No _____

Remarks: (Include photo numbers here or on a separate sheet.)

Sample point is dominated by wetland vegetation.

SOIL

Sampling Point: SP-3B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix Color (moist)	Matrix %	Redox Features Color (moist)	Redox Features %	Type[1]	Loc[2]	Texture	Remarks
0-3	10 YR 3/1	100					Silty Loam	
3-6	10 YR 3/1	95	10 YR 6/1	5	D	M	Silty Loam	
6-11	10 YR 3/1	65	10 YR 6/1	20	D	M	Silt	15% 10 YR 4/6
11-18	10 YR 7/2	60	10 YR 4/6	40	C	M	Sandy Clay	
18-24	10 YR 7/2	80	10 YR 4/6	20	C	M	Sandy Clay	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted).

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR F**)
- ___ 1 cm Muck (A9) (**LRR F, G, H**)
- X Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 2.5 cm Mucky Peat or Peat (S2) (**LRR G, H**)
- ___ 5 cm Mucky Peat or Peat (S3) (**LRR F**)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ High Plains Depressions (F16) (**MLRA 72 & 73 of LRR H**)

Indicators for Problematic Hydric Soils [3]:

- ___ 1 cm Muck (A9) (**LRR I, J**)
- ___ Coast Prarie Redox (A16) (**LRR F, G, H**)
- ___ Dark Surface (S7) (**LRR G**)
- ___ High Plains Depressions (F16) (**LRR H outside of MLRA 72 & 73**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: ___

Depth (inches): ___

Hydric Soil Present? Yes X No ___

Remarks:

Soil is depleted below a 10 YR 3/1 topsoil.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Dry-Season Water Table (C2)
- ___ Oxidized Rhizospheres on Living Roots (C3) (**where not tilled**)
- ___ Presence of Reduced Iron (C4)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Drainage Patterns (B10)
- ___ Oxidized Rhizosphere on Living Roots (C3) (**where tilled**)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)
- ___ Frost heave Hummocks (D7) (**LRR F**)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes X No ___ Depth (inches): 10 Inches

Saturation Present? (includes capillary fringe) Yes X No ___ Depth (inches): Surface

Wetland Hydrology Present? Yes X No ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks: Surface saturation is followed by a shallow water table, resulting in wetland hydrology.

APPENDIX B

Soil Maps

Map Scale: 1:2,730 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pennington County, Minnesota
Survey Area Data: Version 10, Sep 16, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 15, 2011—May 18, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Pennington County, Minnesota (MN113)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
I59A	Smiley loam, 0 to 2 percent slopes	0.0	0.0%
I74A	Urban land-Endoaquents complex, 0 to 3 percent slopes	15.8	100.0%
Totals for Area of Interest		**15.8**	**100.0%**

Pennington County, Minnesota

I74A—Urban land-Endoaquents complex, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: vx9v
Elevation: 750 to 1,250 feet
Mean annual precipitation: 19 to 24 inches
Mean annual air temperature: 37 to 45 degrees F
Frost-free period: 110 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 65 percent
Endoaquents and similar soils: 35 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform: Lake plains

Interpretive groups

Land capability classification (irrigated): None specified
Other vegetative classification: Not suited (G056XY000ND)

Description of Endoaquents

Setting

Landform: Till-floored lake plains
Landform position (three-dimensional): Rise, talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy glaciolacustrine deposits

Typical profile

A - 0 to 4 inches: loam
AC - 4 to 24 inches: silt loam
C - 24 to 60 inches: clay loam

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.14 to 1.42 in/hr)
Depth to water table: About 18 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 15 percent
Gypsum, maximum in profile: 2 percent

Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 3.9 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 2.0
Available water storage in profile: High (about 10.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C
Other vegetative classification: Subirrigated (G056XY700ND)

Data Source Information

Soil Survey Area: Pennington County, Minnesota
Survey Area Data: Version 10, Sep 16, 2014

APPENDIX C

Hydric Soils Rating Maps

Hydric Rating by Map Unit—Pennington County, Minnesota

Map Scale: 1:2,730 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Lines
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Points
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pennington County, Minnesota
Survey Area Data: Version 10, Sep 16, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 15, 2011—May 18, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Hydric Rating by Map Unit— Summary by Map Unit — Pennington County, Minnesota (MN113)				
Map unit symbol	**Map unit name**	**Rating**	**Acres in AOI**	**Percent of AOI**
I59A	Smiley loam, 0 to 2 percent slopes	93	0.0	0.0%
I74A	Urban land-Endoaquents complex, 0 to 3 percent slopes	0	15.8	100.0%
Totals for Area of Interest			**15.8**	**100.0%**

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: *None Specified*

Tie-break Rule: Lower

APPENDIX D

Precipitation Data

Minnesota Climatology Working Group

State Climatology Office - DNR Division of Ecological and Water Resources University of Minnesota

Precipitation Worksheet Using Gridded Database

Precipitation data for target wetland location:	
county: **Pennington**	township number: **154N**
township name: **North**	range number: **43W**
nearest community: **Thief River Falls**	section number: **35**

Aerial photograph or site visit date:
Thursday, July 09, 2015

Score using 1981-2010 normal period

(values are in inches)	first prior month: **June 2015**	second prior month: **May 2015**	third prior month: **April 2015**
estimated precipitation total for this location:	**3.29**	**3.88**	**0.57**
there is a 30% chance this location will have less than: *	2.72	1.98	0.74
there is a 30% chance this location will have more than: *	4.71	3.54	1.43
type of month: dry normal wet	**normal**	**wet**	**dry**
monthly score	**3 * 2 = 6**	**2 * 3 = 6**	**1 * 1 = 1**
multi-month score: 6 to 9 (dry) 10 to 14 (normal) 15 to 18 (wet)	**13 (Normal)**		

view USDA-NRCS WETS data for Pennington County

Other Resources:

- retrieve daily precipitation data
- view radar-based precipitation estimates
- view weekly precipitation maps
- *Hydrology Tools for Wetland Determination*, USDA-NRCS

* from USDA-NRCS two-parameter gamma distribution fit

Precipitation Worksheet Using Gridded Database

Precipitation data for target wetland location:	
county: **Pennington**	township number: **154N**
township name: **North**	range number: **43W**
nearest community: **Thief River Falls**	section number: **35**

Aerial photograph or site visit date:
Monday, August 17, 2015

Score using 1981-2010 normal period

(values are in inches)	first prior month: **July 2015**	second prior month: **June 2015**	third prior month: **May 2015**
estimated precipitation total for this location:	**6.92**	**3.29**	**3.88**
there is a 30% chance this location will have less than: *	2.26	2.73	1.98
there is a 30% chance this location will have more than: *	4.05	4.71	3.54
type of month: dry normal wet	**wet**	**normal**	**wet**
monthly score	**3 * 3 = 9**	**2 * 2 = 4**	**1 * 3 = 3**
multi-month score: 6 to 9 (dry) 10 to 14 (normal) 15 to 18 (wet)	**16 (Wet)**		

view USDA-NRCS WETS data for Pennington County

Other Resources:

- retrieve daily precipitation data
- view radar-based precipitation estimates
- view weekly precipitation maps
- *Hydrology Tools for Wetland Determination*, USDA-NRCS

* from USDA-NRCS two-parameter gamma distribution fit

Minnesota Climatology Working Group

State Climatology Office - DNR Division of Ecological and Water Resources University of Minnesota

Nearest Station Precipitation Data Retrieval

Minnesota's precipitation data archive is searched for data closest to a selected target location for each month. Values from the site closest to the target location are returned below after clicking the ***retrieve monthly data*** or ***retrieve daily data*** buttons. The precipitation data are made up of measured rainfall and the measured liquid content of snowfall.

Temperature, **snowfall**, and **snow depth** data from National Weather Service reporting stations are no longer retrieved from this application. To obtain those data, see our newest data retrieval tool (May 2014). National Weather Service precipitation data continue to be available from this application.

Obtaining data for legal purposes
Guide for column headers in the data table

target location: Pennington-North-Thief River Falls 154N 43W S35 (latitude: 48.10921 longitude: 96.14405)

click to select target location
years: 2015 to 2015

number of **missing days** allowed per month: 3

retrieve monthly data | retrieve daily data

results:

Target: T154 R43 S35

mon	year	cc	tttN	rrW	ss	nnnn	oooooooo	pre (inches)		dis
Jan	2015	57	153N	42W	8	SWCD		.59		3 mi.
Feb	2015	57	154N	45W	12	SWCD		.47		11 mi.
Mar	2015	57	154N	43W	28	NWS	TRF 2	.67		2 mi.
Apr	2015	57	154N	43W	25	SWCD		.57		1 mi.
May	2015	57	154N	43W	25	SWCD		3.88		1 mi.
Jun	2015	57	154N	43W	25	SWCD		3.29		1 mi.
Jul	2015	57	154N	43W	25	SWCD		6.92		1 mi.
Aug	2015	45	154N	43W	3	NWS	THIEF R	1.76		5 mi.
Sep	2015					m			999 mi.	
Oct	2015					m			999 mi.	
Nov	2015					m			999 mi.	
Dec	2015					m			999 mi.	

Where indicated: Missing values are shown as 'm'. Days on which precip accumulated in the gage are shown as '-'. 'TTTT RR SS' is the 'public land survey(PLS)' or 'legal' location of the observed data. Section values greater 36 are SECTIC 'TIC' locations plus 100. 'NWS ID' the National Weather Service Cooperative station number. Note that the 'PLS' will always be correct for precipitation data while the 'NWS ID' will always be correct for the temperature data. If no PLS info is supplied the the 'NWS ID' number applies to all shown data.

State Climatology Office - MnDNR - Ecological and Water Resources

Minnesota Climatology Working Group

Nearest Station Precipitation Data Retrieval

Minnesota's precipitation data archive is searched for data closest to a selected target location for each month. Values from the site closest to the target location are returned below after clicking the ***retrieve monthly data*** or ***retrieve daily data*** buttons. The precipitation data are made up of measured rainfall and the measured liquid content of snowfall.

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Obtaining data for legal purposes
Guide for column headers in the data table

target location: Pennington-North-Thief River Falls 154N 43W S35 (latitude: 48.10921 longitude: 96.14405)

click to select target location
years: 2015 to 2015

number of **missing days** allowed per month: 3

retrieve monthly data | retrieve daily data

results:

```
    Target: T154 R43 S35
mon dy, year   pre cc tttN rrW ss nnnn oooooooo   pre (inches)                    dis
Jan  1, 2015   .03 57 153N 42W  8 SWCD           .59                            3 mi.
Jan  2, 2015   .02
Jan  3, 2015   .38
Jan  4, 2015     0
Jan  5, 2015     0
Jan  6, 2015     0
Jan  7, 2015     0
Jan  8, 2015   .07
Jan  9, 2015     0
Jan 10, 2015     0
Jan 11, 2015     0
Jan 12, 2015     0
Jan 13, 2015     0
Jan 14, 2015     0
Jan 15, 2015   .05
Jan 16, 2015     0
Jan 17, 2015   .02
Jan 18, 2015     0
Jan 19, 2015     0
Jan 20, 2015     0
Jan 21, 2015     0
Jan 22, 2015     0
Jan 23, 2015   .02
Jan 24, 2015     0
Jan 25, 2015     0
Jan 26, 2015     0
Jan 27, 2015     0
Jan 28, 2015     0
Jan 29, 2015     T
Jan 30, 2015     0
Jan 31, 2015     0
Feb  1, 2015     0 57 154N 45W 12 SWCD           .47                            11 mi.
Feb  2, 2015     0
Feb  3, 2015     0
Feb  4, 2015  .05s
Feb  5, 2015     0
Feb  6, 2015  .05s
Feb  7, 2015     0
Feb  8, 2015  .02s
Feb  9, 2015     0
Feb 10, 2015     0
Feb 11, 2015     0
Feb 12, 2015  .20s
Feb 13, 2015     0
Feb 14, 2015     0
Feb 15, 2015  .01s
```

Feb 16, 2015	0							
Feb 17, 2015	0							
Feb 18, 2015	0							
Feb 19, 2015	.01s							
Feb 20, 2015	0							
Feb 21, 2015	.01s							
Feb 22, 2015	0							
Feb 23, 2015	0							
Feb 24, 2015	.12s							
Feb 25, 2015	0							
Feb 26, 2015	0							
Feb 27, 2015	0							
Feb 28, 2015	0							
Mar 1, 2015	.50	57	154N	43W	28	NWS TRF 2	.67	2 mi.
Mar 2, 2015	0							
Mar 3, 2015	0							
Mar 4, 2015	0							
Mar 5, 2015	0							
Mar 6, 2015	0							
Mar 7, 2015	0							
Mar 8, 2015	0							
Mar 9, 2015	0							
Mar 10, 2015	0							
Mar 11, 2015	0							
Mar 12, 2015	0							
Mar 13, 2015	0							
Mar 14, 2015	0							
Mar 15, 2015	0							
Mar 16, 2015	0							
Mar 17, 2015	0							
Mar 18, 2015	0							
Mar 19, 2015	0							
Mar 20, 2015	T							
Mar 21, 2015	0							
Mar 22, 2015	0							
Mar 23, 2015	0							
Mar 24, 2015	0							
Mar 25, 2015	T							
Mar 26, 2015	0							
Mar 27, 2015	0							
Mar 28, 2015	0							
Mar 29, 2015	.17							
Mar 30, 2015	0							
Mar 31, 2015	0							
Apr 1, 2015	0	57	154N	43W	25	SWCD	.57	1 mi.
Apr 2, 2015	0							
Apr 3, 2015	0							
Apr 4, 2015	0							
Apr 5, 2015	0							
Apr 6, 2015	0							
Apr 7, 2015	0							
Apr 8, 2015	.13							
Apr 9, 2015	0							
Apr 10, 2015	.08							
Apr 11, 2015	0							
Apr 12, 2015	0							
Apr 13, 2015	0							
Apr 14, 2015	0							
Apr 15, 2015	0							
Apr 16, 2015	0							
Apr 17, 2015	0							
Apr 18, 2015	0							
Apr 19, 2015	-							
Apr 20, 2015	-							
Apr 21, 2015	-							
Apr 22, 2015	.30							
Apr 23, 2015	0							
Apr 24, 2015	T							
Apr 25, 2015	0							
Apr 26, 2015	0							
Apr 27, 2015	.06							
Apr 28, 2015	0							
Apr 29, 2015	0							
Apr 30, 2015	0							
May 1, 2015	0	57	154N	43W	25	SWCD	3.88	1 mi.
May 2, 2015	.04							
May 3, 2015	0							
May 4, 2015	0							
May 5, 2015	0							
May 6, 2015	.09							
May 7, 2015	.30							
May 8, 2015	.03							
May 9, 2015	0							

May 10, 2015	.07				
May 11, 2015	.58				
May 12, 2015	.02				
May 13, 2015	.09				
May 14, 2015	.49				
May 15, 2015	.03				
May 16, 2015	0				
May 17, 2015	.68				
May 18, 2015	.17				
May 19, 2015	0				
May 20, 2015	0				
May 21, 2015	0				
May 22, 2015	0				
May 23, 2015	0				
May 24, 2015	0				
May 25, 2015	0				
May 26, 2015	0				
May 27, 2015	0				
May 28, 2015	.47				
May 29, 2015	.82				
May 30, 2015	0				
May 31, 2015	0				
Jun 1, 2015	0	57	154N 43W 25 SWCD	3.29	1 mi.
Jun 2, 2015	.92				
Jun 3, 2015	.14				
Jun 4, 2015	.15				
Jun 5, 2015	0				
Jun 6, 2015	.96				
Jun 7, 2015	.25				
Jun 8, 2015	.12				
Jun 9, 2015	0				
Jun 10, 2015	0				
Jun 11, 2015	0				
Jun 12, 2015	0				
Jun 13, 2015	0				
Jun 14, 2015	.05				
Jun 15, 2015	0				
Jun 16, 2015	0				
Jun 17, 2015	0				
Jun 18, 2015	.03				
Jun 19, 2015	.03				
Jun 20, 2015	.02				
Jun 21, 2015	0				
Jun 22, 2015	.41				
Jun 23, 2015	0				
Jun 24, 2015	.11				
Jun 25, 2015	0				
Jun 26, 2015	.03				
Jun 27, 2015	-				
Jun 28, 2015	.07				
Jun 29, 2015	0				
Jun 30, 2015	0				
Jul 1, 2015	0	57	154N 43W 25 SWCD	6.92	1 mi.
Jul 2, 2015	0				
Jul 3, 2015	0				
Jul 4, 2015	0				
Jul 5, 2015	1.61				
Jul 6, 2015	.01				
Jul 7, 2015	0				
Jul 8, 2015	.07				
Jul 9, 2015	0				
Jul 10, 2015	0				
Jul 11, 2015	0				
Jul 12, 2015	.20				
Jul 13, 2015	1.91				
Jul 14, 2015	0				
Jul 15, 2015	.53				
Jul 16, 2015	1.17				
Jul 17, 2015	.04				
Jul 18, 2015	.08				
Jul 19, 2015	0				
Jul 20, 2015	0				
Jul 21, 2015	0				
Jul 22, 2015	0				
Jul 23, 2015	0				
Jul 24, 2015	1.04				
Jul 25, 2015	T				
Jul 26, 2015	0				
Jul 27, 2015	0				
Jul 28, 2015	.26				
Jul 29, 2015	0				
Jul 30, 2015	0				
Jul 31, 2015	0				

Aug	1, 2015	0	45	154N	43W	3	NWS THIEF R	1.76		5 mi.
Aug	2, 2015	0								
Aug	3, 2015	0								
Aug	4, 2015	0								
Aug	5, 2015	0								
Aug	6, 2015	.05								
Aug	7, 2015	.58								
Aug	8, 2015	.07								
Aug	9, 2015	0								
Aug	10, 2015	0								
Aug	11, 2015	0								
Aug	12, 2015	0								
Aug	13, 2015	.60								
Aug	14, 2015	0								
Aug	15, 2015	0								
Aug	16, 2015	0								
Aug	17, 2015	0								
Aug	18, 2015	m								
Aug	19, 2015	m								
Aug	20, 2015	0								
Aug	21, 2015	0								
Aug	22, 2015	0								
Aug	23, 2015	.17								
Aug	24, 2015	.29								
Aug	25, 2015	0								
Aug	26, 2015	0								
Aug	27, 2015	0								
Aug	28, 2015	0								
Aug	29, 2015	0								
Aug	30, 2015	0								
Aug	31, 2015	0								
Sep	1, 2015	m						m		999 mi.
Sep	2, 2015	m								
Sep	3, 2015	m								
Sep	4, 2015	m								
Sep	5, 2015	m								
Sep	6, 2015	m								
Sep	7, 2015	m								
Sep	8, 2015	m								
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Sep	26, 2015	m								
Sep	27, 2015	m								
Sep	28, 2015	m								
Sep	29, 2015	m								
Sep	30, 2015	m								
Oct	1, 2015	m						m		999 mi.
Oct	2, 2015	m								
Oct	3, 2015	m								
Oct	4, 2015	m								
Oct	5, 2015	m								
Oct	6, 2015	m								
Oct	7, 2015	m								
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Oct 26, 2015	m			
Oct 27, 2015	m			
Oct 28, 2015	m			
Oct 29, 2015	m			
Oct 30, 2015	m			
Oct 31, 2015	m			
Nov 1, 2015	m		m	999 mi.
Nov 2, 2015	m			
Nov 3, 2015	m			
Nov 4, 2015	m			
Nov 5, 2015	m			
Nov 6, 2015	m			
Nov 7, 2015	m			
Nov 8, 2015	m			
Nov 9, 2015	m			
Nov 10, 2015	m			
Nov 11, 2015	m			
Nov 12, 2015	m			
Nov 13, 2015	m			
Nov 14, 2015	m			
Nov 15, 2015	m			
Nov 16, 2015	m			
Nov 17, 2015	m			
Nov 18, 2015	m			
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Nov 20, 2015	m			
Nov 21, 2015	m			
Nov 22, 2015	m			
Nov 23, 2015	m			
Nov 24, 2015	m			
Nov 25, 2015	m			
Nov 26, 2015	m			
Nov 27, 2015	m			
Nov 28, 2015	m			
Nov 29, 2015	m			
Nov 30, 2015	m			
Dec 1, 2015	m		m	999 mi.
Dec 2, 2015	m			
Dec 3, 2015	m			
Dec 4, 2015	m			
Dec 5, 2015	m			
Dec 6, 2015	m			
Dec 7, 2015	m			
Dec 8, 2015	m			
Dec 9, 2015	m			
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Dec 12, 2015	m			
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Dec 16, 2015	m			
Dec 17, 2015	m			
Dec 18, 2015	m			
Dec 19, 2015	m			
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Dec 21, 2015	m			
Dec 22, 2015	m			
Dec 23, 2015	m			
Dec 24, 2015	m			
Dec 25, 2015	m			
Dec 26, 2015	m			
Dec 27, 2015	m			
Dec 28, 2015	m			
Dec 29, 2015	m			
Dec 30, 2015	m			
Dec 31, 2015	m			

Where indicated: Missing values are shown as 'm'. Days on which precip accumulated in the gage are shown as '-'. 'TTTT RR SS' is the 'public land survey(PLS)' or 'legal' location of the observed data. Section values greater 36 are SECTIC 'TIC' locations plus 100. 'NWS ID' the National Weather Service Cooperative station number. Note that the 'PLS' will always be correct for precipitation data while the 'NWS ID' will always be correct for the temperature data. If no PLS info is supplied the the 'NWS ID' number applies to all shown data.

State Climatology Office - MnDNR - Ecological and Water Resources

APPENDIX E

PWI Map

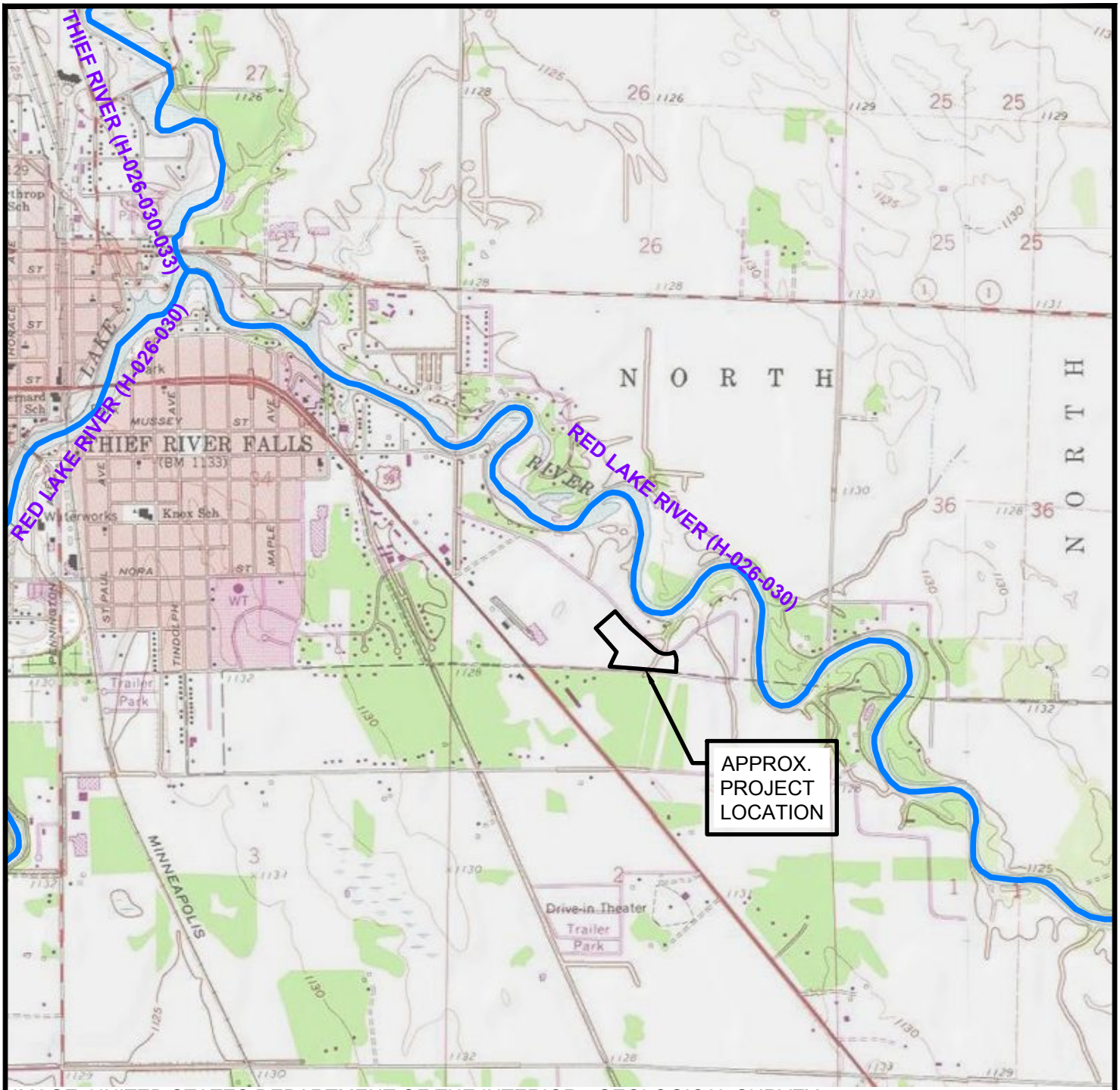
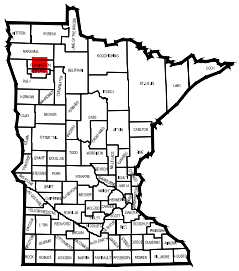


IMAGE: UNITED STATES DEPARTMENT OF THE INTERIOR - GEOLOGICAL SURVEY

AREA LOCATION



NORTH

0 2000 4000

(IN FEET)

U.S.G.S. QUADRANGLE MAPS:
HAZEL, THIEF RIVER FALLS, THIEF RIVER FALLS NE, THIEF RIVER FALLS NW
PUBLISHED: 1961, 1959, 1961, 1961
PHOTOREVISED: NA,1976, NA, 1961

WIDSETH SMITH NOLTING

Engineering
Architecture
Surveying
Environmental

WETLAND PERMIT APPLICATION FOR NMHC
NORTHWEST MINNESOTA HOUSING COOPERATIVE
THIEF RIVER FALLS, MN

QUAD MAP WITH PWI OVERLAY

DATE: SEPTEMBER 2015

JOB No. 0260B1346.001

FIGURE E

APPENDIX F

Site Photographs

SP 1A- West of Wetland Area 1 looking west.

SP 1B- East side of Wetland Area 1 looking east.

South side of Wetland Area 1 looking west.

South side of Wetland Area 1 looking east.

South side of Wetland Area 1 looking north.

North side of Wetland Area 1 looking east.

West side of Wetland Area 1 looking northwest.

SP 2B- Center of Wetland Area 2 looking northeast.

SP 3A- North of Wetland Area 2 looking north.

West side of the eastern portion of Wetland Area 3 looking east.

South side of Wetland Area 3 looking north.

East side of Wetland Area 3 looking northwest.

West side of Wetland Area 3 looking north.

West side of Wetland Area 3 looking southwest.

West side of Wetland Area 3 looking south.

SP 3A- East of Wetland Area 3 looking northeast.

SP 3B- East side of Wetland Area 3 looking west.

East side of Wetland Area 4 looking west.

South side of Wetland Area 5 looking northwest (8/17/2015).

East of Wetland Area 6 looking west (8/17/2015).

South side of Wetland Area 2 looking east (8/17/2015).

East side of Wetland Area 3 looking west (8/17/2015).

Minnesota Wetland Conservation Act
Notice of Application

Local Government Unit (LGU)	Address
Pennington County	**P. O. Box 616** **Thief River Falls, MN 56701**

1. PROJECT INFORMATION

Applicant Name	Project Name	Date of Application	Application Number
William Ness	**NMHC Development**	**9/28/15**	**15-08**

Type of Application (check all that apply):

☒ Wetland Boundary or Type ☐ No-Loss ☐ Exemption ☐ Sequencing
☒ Replacement Plan ☐ Banking Plan

Summary and description of proposed project (attach additional sheets as necessary):

William Ness is requesting approval of the wetland delineation report completed on their property August 17, 2015. In cooperation with the Northwest Minnesota Housing Cooperative and the City of TRF, William is proposing to create a housing development with 26 lots for single family housing. The proposed plat would impact 11,492 sq. ft. of wetlands. They are planning to replace with 22,984 sq. ft. of credits purchased in Roseau County.

2. APPLICATION REVIEW AND DECISION

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 3 provides notice that an application was made to the LGU under the Wetland Conservation Act as specified above. A copy of the application is attached. Comments can be submitted to:

Name and Title of LGU Contact Person	Comments must be received by (minimum 15 business-day comment period):
Bryan Malone **District Manager**	**October 23, 2015**
Address (if different than LGU) **Pennington SWCD** **201 Sherwood Ave S** **Thief River Falls, MN 56701**	Date, time, and location of decision: **October 27, 2015** **5:00 pm** **Pennington County Courthouse**
Phone Number and E-mail Address **218-683-7075** **bryan.malone@mn.nacdnet.net**	Decision-maker for this application: ☐ Staff ☒ Governing Board or Council

Signature: Bryan E. Malone **Date:** 10/1/15

3. LIST OF ADDRESSEES

☒ SWCD TEP member: **Bryan Malone**

☒ BWSR TEP member: **Steve Hofstad**
☒ LGU TEP member (if different than LGU Contact): **Mike Flaagan**
☒ DNR TEP member: **Stephanie Klamm**
☒ DNR Regional Office (if different than DNR TEP member)
☒ WD or WMO (if applicable): **Red Lake Watershed District**
☒ Applicant (notice only) and Landowner (if different)
☒ Members of the public who requested notice (notice only):
Mark Borseth
Jeff Fagerstrom

☒ Corps of Engineers Project Manager (notice only)
☐ BWSR Wetland Bank Coordinator (wetland bank plan applications only)

4. MAILING INFORMATION

➢For a list of BWSR TEP representatives: www.bwsr.state.mn.us/contact/WCA_areas.pdf

➢For a list of DNR TEP representatives: www.bwsr.state.mn.us/wetlands/wca/DNR_TEP_contacts.pdf

➢Department of Natural Resources Regional Offices:

NW Region:	NE Region:	Central Region:	Southern Region:
Reg. Env. Assess. Ecol. Div. Ecol. Resources 2115 Birchmont Beach Rd. NE Bemidji, MN 56601	Reg. Env. Assess. Ecol. Div. Ecol. Resources 1201 E. Hwy. 2 Grand Rapids, MN 55744	Reg. Env. Assess. Ecol. Div. Ecol. Resources 1200 Warner Road St. Paul, MN 55106	Reg. Env. Assess. Ecol. Div. Ecol. Resources 261 Hwy. 15 South New Ulm, MN 56073

For a map of DNR Administrative Regions, see: http://files.dnr.state.mn.us/aboutdnr/dnr_regions.pdf

➢For a list of Corps of Project Managers: www.mvp.usace.army.mil/regulatory/default.asp?pageid=687
or send to:
➢

US Army Corps of Engineers
St. Paul District, ATTN: OP-R
180 Fifth St. East, Suite 700
St. Paul, MN 55101-1678

➢For Wetland Bank Plan applications, also send a copy of the application to:
Minnesota Board of Water and Soil Resources
Wetland Bank Coordinator
520 Lafayette Road North
St. Paul, MN 55155

5. ATTACHMENTS

In addition to the application, list any other attachments:
☐
☐
☐
☐
☐

Pennington County
Government Justice Center

Schematic Design - October 27, 2015

BKV
GROUP

Pennington County Justice Center

10.27.2015 PROJECT NO. 1892.03

Proposed Justice Center - Site Plan

N

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LEC

Probation

County Board Room

Public Entrance

Existing Jail / LEC Entrance

Remodeled Jail

New Jail

County Attorney

Proposed Justice Center - Ground Level

N

Pennington County Justice Center

10.27.2015 PROJECT NO. 1892.03

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Landscape Architecture
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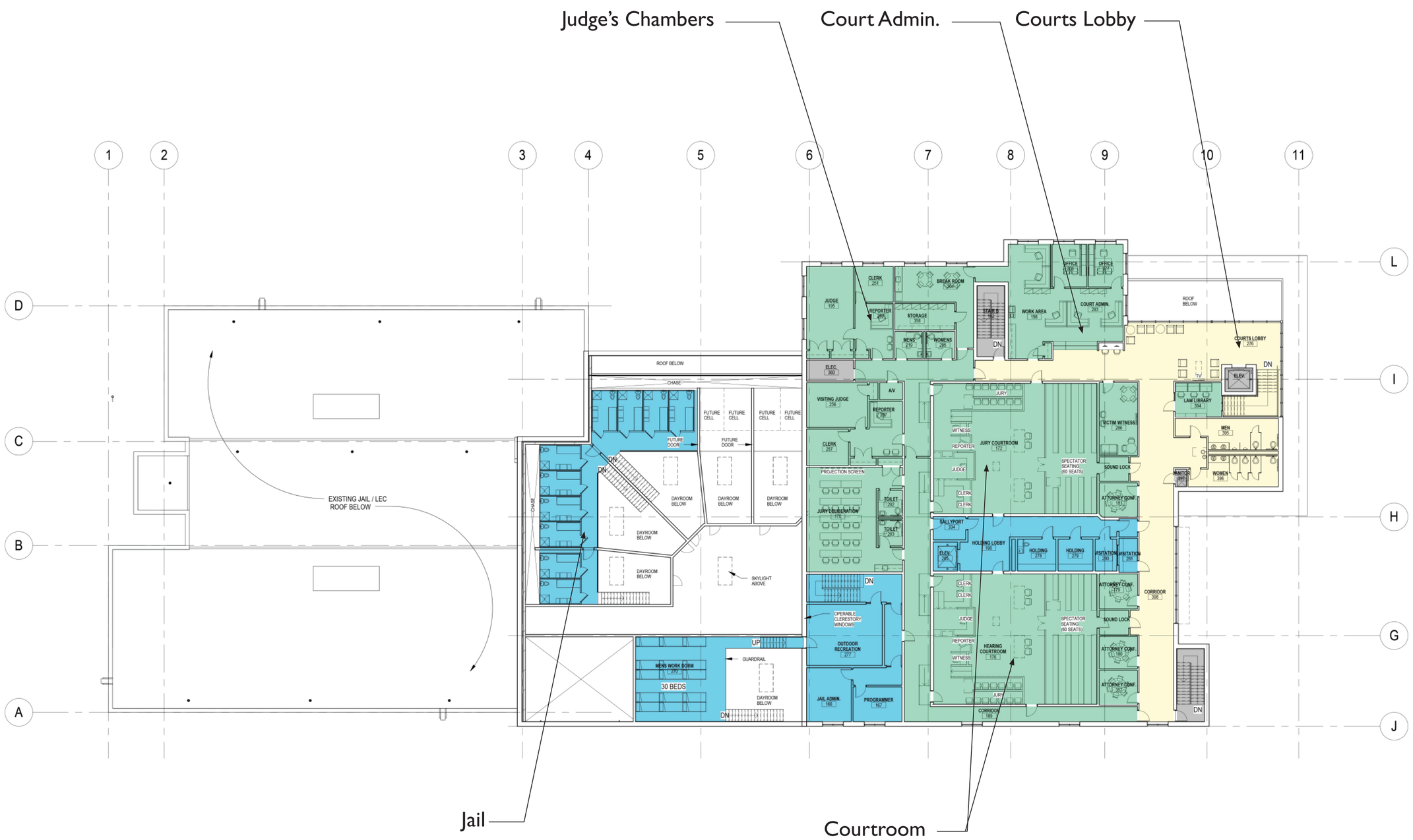

Proposed Justice Center - Second Level

N

Pennington County
Justice Center

10.27.2015 PROJECT NO. 1892.03

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Exterior Perspective - Looking Northwest

Pennington County Justice Center

10.27.2015 PROJECT NO. 1892.03

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Exterior Perspective - Looking West

Proposed Justice Center - Phasing Diagram

N

Pennington County Justice Center

10.27.2015 PROJECT NO. 1892.03

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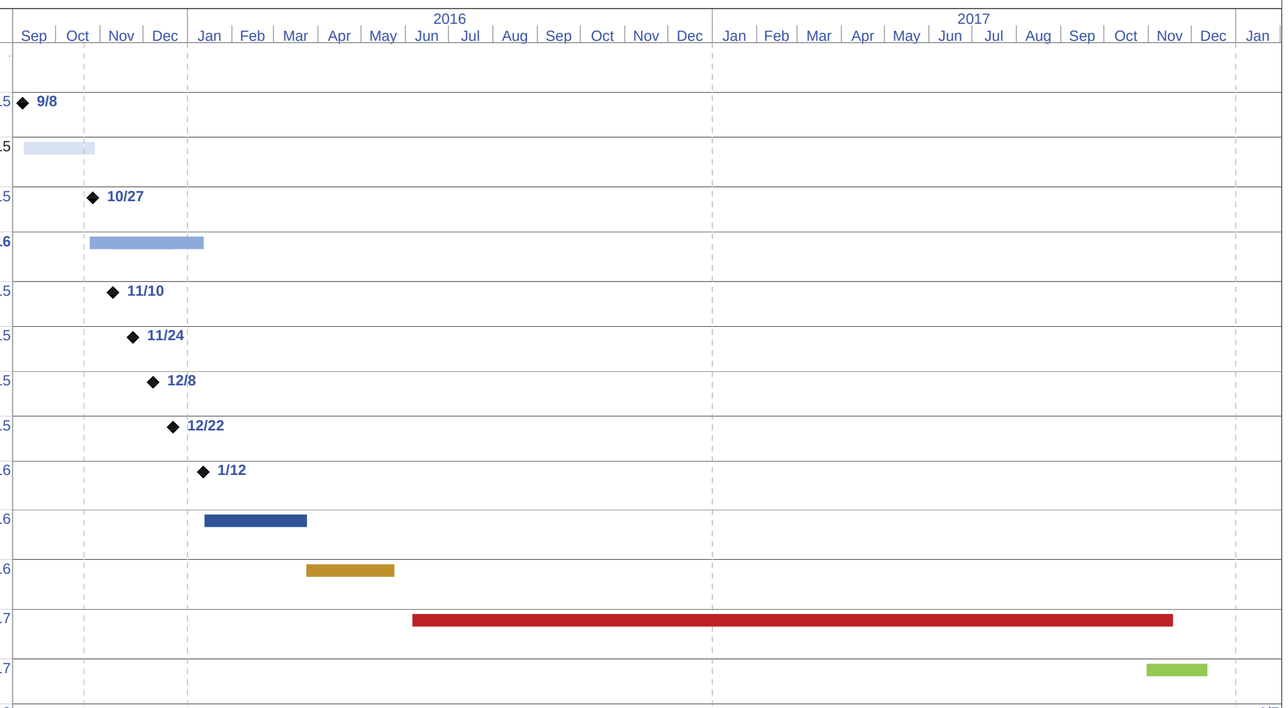
Pennington County
New Justice Center
Proposed Project ImplementationSchedule
October 27, 2015

BKV GROUP

Task Name	Start	Finish
New Justice Center Project		
County Board Approval To Proceed with the Schematic Design Phase	Tue 9/8/15	Tue 9/8/15
Schematic Design Phase (Finalize Design & Confirm Budget)	Wed 9/9/15	Tue 10/27/15
County Board Approval to Proceed with the Design Development Phase	Tue 10/27/15	Tue 10/27/15
Design Development Phase	**Sun 10/25/15**	**Mon 1/11/16**
Workshop 1 - Exterior Design, Interior Detailing & Structural System	Tue 11/10/15	Tue 11/10/15
Workshop 2 - Kitchen, Security and Hardware Review	Tue 11/24/15	Tue 11/24/15
Workshop 3 -Mechanical and Electrical Systems	Tue 12/8/15	Tue 12/8/15
Workshop 4 - Additional Review Coordination	Tue 12/22/15	Tue 12/22/15
County Board Update	Tue 1/12/16	Tue 1/12/16
Construction Document Phase	Wed 1/13/16	Wed 3/23/16
Bidding & Award Phase	Thu 3/24/16	Mon 5/23/16
Construction Phase (2 phases)	Mon 6/6/16	Fri 11/17/17
Department of Correction - Review and Certification for Occupancy	Tue 10/31/17	Mon 12/11/17
Move Inmates into New Jail	Sun 1/7/18	Sun 1/7/18



Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

Pennington County
Justice Center
10.27.2015 PROJECT NO. 1892.03

Project Estimate

Option G - Existing Site: (Presented on Sept. 8, 2015)

A. Proposed Justice Center & Jail Project at existing site:

1. 1,900 SF Tunnel Connection at $160 / SF = $304,000
2. 26,470 Justice Center at $265 / SF = $7,014,550
3. 12,940 New Jail Areas at $300 / SF = $3,882,000
4. 6,400 SF Existing Jail Remodeling at $140 / SF = $896,000
5. Site Work (Utilities, paving, landscape) = $200,000

Sub Total = $12,296,550

6. 7.3% Design & Construction Contingency = $900,000

Total Estimated Construction = $13,196,550

7. Estimated Soft Cost = $1,800,000 (A&E fees, FF&E, testing, printing, plan reviews, etc.)

Estimated Project Cost = $14,996,550
Less Estimated Tax Credit = ($400,000)

Total Estimated Project Cost = $14,596,550

Schematic Design: (Oct. 27, 2015)

A. Proposed Justice Center & Jail:

1. 7,070 SF Jail Remodeling at $140 / SF = $989,800
2. 13,870 SF New Jail at $300 / SF = $4,161,000
3. 28,670 SF New Courts / Offices at $265 / SF = $7,597,550
4. Site Work (Utilities, paving, landscape) = $200,000
5. Emergency Generator = $150,000

Sub Total = $13,098,350

6. Design & Construction Contingency = $800,000

Total Estimated Construction = $13,898,350

7. Estimated Soft Cost = $1,800,000 (A&E fees, FF&E, testing, printing, plan reviews, etc.)

Estimated Project Cost = $15,698,350
Less Estimated Tax Credit = ($400,000)

Total Estimated Project Cost = $15,298,350

Pennington County Justice Center

10.27.2015 PROJECT NO. 1892.03

cgi

contegritygroup

Construction Management

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SteelCell - Prefabricated Modular Cell Units

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Landscape Architecture
Engineering
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Next Steps:

1. Pennington County to continue to pursue state bonding support (Timeline: March 2016 2nd round of review and May 2016 determination)

2. Approve BKV to proceed forward with the Design Development phase and present to the County Board at the January 12, 2016 meeting

3. Finalize BKV's contract

4. Contegrity to submit contract to the County for review

5. Approval of NTI's proposal for geotechnical soil borings

6. Approval of Houston Engineering's proposal to provide an Alta site survey

7. County to formalize parking agreement with the school district

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DRAFT

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twenty-Third » day of «October » in the year «Two Thousand Fifteen »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«Pennington County »« »
«101 Main Street North »
«Thief River Falls, MN 56701 »
« »

and the Architect:
(Name, legal status, address and other information)

«Boarman Kroos Vogel Group, Inc. »« »
«dba BKV Group »
«222 N. 2nd Street »
«Minneapolis, MN 55401 »

for the following Project:
(Name, location and detailed description)

«1892.05: The remodel of the existing Pennington County Jail and the addition of a new jail and Justice Center.»
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

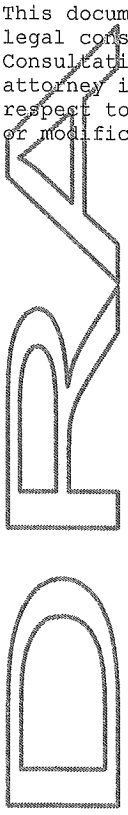

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TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

« »

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

«Spring 2016 »

.2 Substantial Completion date:

November 2017 »

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«See Attached Certificate »

.2 Automobile Liability

« See Attached Certificate »

.3 Workers' Compensation

« See Attached Certificate »

.4 Professional Liability

« See Attached Certificate »

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)	Not Provided	
§ 4.1.2	Multiple preliminary designs	Architect	
§ 4.1.3	Measured drawings	Not Provided	

§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building Information Modeling (E202™–2008)	Not Provided	
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Architect	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of bidders or persons providing proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker;
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 «Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
.2 «Thirty-Two » (« 32 ») visits to the site by the Architect over the duration of the Project during construction
.3 «Two » (« 2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 «Two » (« 2 ») inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared

by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« X »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other (Specify)

« »

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«The fee is a lump sum amount of $945,000 including Architectural, Structural and Mechanical Engineering, Interior Design and Landscape Architecture services. Civil, Security Electronics, Food Service, Courts Technology and Detention Hardware consultants are also included in this fee. Reimbursable expenses for travel, printing and shipping are based on industry standards and are invoiced monthly for actual cost incurred. »

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Upon Owner's approval, additional services are provided on an hourly basis at the rates listed in 11.7. »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« Upon Owner's approval, additional services are provided on an hourly basis at the rates listed in 11.7. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « zero » percent (« 0 » %), or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	«Fifteen »	percent (	«$141,750 »
Design Development Phase	«Twenty »	percent (	« $189,000 »
Construction Documents Phase	«Forty »	percent (	«$378,000 »
Bidding or Negotiation Phase	« Five »	percent (	«$47,250 »
Construction Phase	« Twenty »	percent (	«$189,000 »
Total Basic Compensation	one hundred	percent (	$945,000

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category	Rate
MANAGING PARTNER	$180-$260
MANAGING ARCHTIECT	$160
SENIOR PROJECT ARCHITECT	$150
SENIOR ARCHITECTURAL DESIGNER	$150
PROJECT ARCHITECT	$120
ARCHITECTURAL DESIGNER III	$100
ARCHITECTURAL DESIGNER II	$90
ARCHITECTURAL DESIGNER I	$80
LANDSCAPE ARCHITECT	$135
LANDSCAPE DESIGNER	$90
PARTNER/SENIOR INTERIOR DESIGNER	$170
SENIOR INTERIOR DESIGNER	$110
INTERIOR DESIGNER III	$90
INTERIOR DESIGNER II	$80
INTERIOR DESIGNER I	$60
SENIOR MECHANICAL ENGINEER	$180
MECHANICAL ENGINEER	$160
SENIOR MECHANICAL DESIGNER	$160
MECHANICAL DESIGNER III	$100
MECHANICAL DESIGNER II	$90
MECHANICAL DESIGNER I	$80
SENIOR ELECTRICAL ENGINEER	$160
ELECTRICAL ENGINEER	$150
SENIOR ELECTRICAL DESIGNER	$125
ELECTRICAL DESIGNER III	$100
ELECTRICAL DESIGNER II	$90
ELECTRICAL DESIGNER I	$80
SENIOR STRUCTURAL ENGINEER	$190
STRUCTURAL ENGINEER	$130
SENIOR STRUCTURAL DESIGNER	$100
STRUCTURAL DESIGNER III	$100
STRUCTURAL DESIGNER II	$90
STRUCTURAL DESIGNER I	$80
SENIOR CONSTRUCTION ADMINISTRATOR	$225
CONSTRUCTION ADMINISTRATOR	$90-$135
SPECIFICATIONS WRITER	$140
QUALITY ASSURANCE	$160
CODE SPECIALIST	$160
INTERNS/MODEL BUILDING	$50

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero » percent («0 » %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

« »

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of «zero dollars » ($ «0.00 ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Forty-Five » («45 ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

«The statutory rate as set forth in Minn. Stat. § 549.09

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

««««12.1 « If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring

additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or Construction Document estimates by the Owner's consultant, such adjustments and changes are to be compensated to the Architect as an Additional Service.

12.4 If services described under Additional Services in Article 12.5 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The date of final completion shall be established prior to the completion of the Owner-Contractor Agreement. Except as otherwise provided for in this Agreement, the extent of project representation of the Architect for Basic Services shall coincide with a date thirty (30) days beyond the date of final completion. At that time, further project representation beyond Basic Services shall be an Additional Service at the request and approval of the Owner.

12.6 The Architect's visits to the site during Construction Phase shall average twice per month.

12.7 The Architect shall conduct one (1) inspection after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

12.8 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.9 The Architect includes in the basic fee the work for the City submittals and approvals.

12.10 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin. The provisions of Minnesota Statues Section 181.59 are incorporated by reference into this Agreement.

12.11 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year. »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

« »

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

OWNER	ARCHITECT
(Signature)	*(Signature)*
« »« »	«Bruce Schwartzman, Partner »« »
(Printed name and title)	*(Printed name and title)*
	(Signature)
	«Jack O. Boarman, CEO »« »
	(Printed name and title)

From: Jim Schlieman [mailto:jschlieman@houstoneng.com]
Sent: Thursday, October 22, 2015 11:18 AM
To: Bruce Schwartzman; Jeff Langan
Cc: DuWayne Jones
Subject: RE: Pennington County - Alta Survey

Bruce,

My proposal is based on doing an ALTA survey on all of the County-owned property in Block 64 (the same block as the jail).

ALTA surveys are based on existing conditions, so we will need to tie in all the existing buildings, and other improvements as well, on the entire property covered by the survey.

I am thinking we could do the ALTA including Table A items 1, 2, 5, 7a and 11b for the lump sum amount of $5800 and we could have the survey completed within 3 weeks of a notice to proceed. This timeline is, of course, contingent upon us receiving a current title commitment in a timely fashion.

Thanks,
Jim

Jim Schlieman, PLS (ND,MN), CFedS
Principal/Project Manager
Houston Engineering, Inc.
O 701.237.5065 | **D** 701.499.2095 | **C** 701.388.2307

SHERWIN-WILLIAMS.
Protective & Marine Coatings

April 20, 2015

Subject: Envirolastic AR425 Product

To whom it may concern:

Our Envirolastic AR425 Aromatic Polyurea is a high build material that is recommended to be spray applied at rates ranging from 30- 250 mils. Envirolastic AR425 can be used for many different applications ranging from nuclear power plants to municipal water tanks with thicknesses varying in relation to the final use, as well as a superior coating for the detention industry.

Sherwin-Williams will warrant coating applications by approved applicators using approved means, methods, and equipment per the attached product data guidelines.

Sherwin Williams has collaborated with SteelCell of North America for many years to perfect application methods and optimum coating thicknesses necessary to achieve the performance demanded for detention uses. We also co-warrant SteelCell's coating application for a standard 5 years with an available option for 10 years.

If there are any other questions or concerns, please contact me.

Respectfully,

Bob Schambach
Sherwin-Williams Company
Protective & Marine Sales
678-361-1959
NACE Level 1 #55135
Swrep4432@sherwin.com

Cc: Mike A. Wood
SW Store #4301

Protective & Marine Coatings

ENVIROLASTIC® AR425

PART A B81V3200
PART B B81-3200

ISOCYANATE SERIES

Revised 12/09

PRODUCT INFORMATION

TRM.85

PRODUCT DESCRIPTION

ENVIROLASTIC AR425 is a 100% solids, spray-applied, aromatic polyurea coating and lining system, which exhibits extraordinary toughness and elastomeric performance characteristics. It can be applied at thicknesses of 30-250 mils (750-6250 microns) or greater in multiple passes during a single application.

- Fast cure - short down time
- Seamless flexible and waterproof
- Impact, tear,and abrasion resistant
- Bridges moving cracks to 1/8"
- Retains physical properties at -20°F (-29°C) to 250°F (121°C)
- No VOCs and low odor
- Chemical resistant

PRODUCT CHARACTERISTICS

Finish:	Semi-Gloss
Color:	White, Light Gray, Medium Gray, Dark Gray, Black, Beige, Tile Red Siver Metallic, Caribbean Green
Volume Solids:	100%
VOC (calculated):	0
Mix Ratio:	1:1

Recommended Spreading Rate per coat:

	Minimum		Maximum	
Wet mils (microns)	**30.0**	750	**250.0**	6250
Dry mils (microns)	**30.0**	750	**250.0**	6250
~Coverage sq ft/gal (m^2/L)	**6**	0.15	**53**	1.3
Theoretical coverage sq ft/gal (m^2/L) @ 1 mil / 25 microns dft	**1600**	39.2		

Drying Schedule @ 30.0 mils wet (750 microns):

	@ 73°F/23°C *50% RH*
To touch:	45 seconds
To recoat:	
minimum:	45 seconds
maximum:	16 hours
Gel time:	15 seconds
Tack free:	45 seconds
Light traffic:	2 hours
To cure:	24 hours

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Pot Life: None
Sweat-in-time: None

Shelf Life:	12 months, unopened Store indoors at 70°F (21°C) to 90°F (32°C)
Flash Point:	200°F (93°C)
Viscosity (mixed):	550 cps
Reducer:	Not recommended
Clean Up:	Butyl Cellusolve™ (R6K25) or Dowanol PM™

RECOMMENDED USES

Designed for use in immersion or atmospheric exposure as a tough, flexible, impact resistant, waterproof coating and lining system. Ideally suited for use in areas to include:

- Water & wastewater linings
- Tank linings
- Cooling tower linings
- Secondary containment
- Geotextile linings
- Select fuel storage & containment
- Marine bridge and deck
- Offshore platforms
- Traffic bearing waterproofing
- Acceptable for use in USDA inspected facilities
- Manhole and sewer linings
- Basins and reservoirs
- Cold storage areas
- Waterparks & theme parks
- Marine bilge and tanks
- Tunnels
- Pipe line coating and select lining
- Rail bridge decks

PERFORMANCE CHARACTERISTICS

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060	1000 g 1000 cycles CS-17: 6 mg loss
Adhesion	ASTM D4541	Concrete - 350 psi; Steel - 2,000 psi; Wood - 250 psi
Coefficient of Linear Thermal Expansion	ASTM C531 (in/in/°F)	4 x 10^{-5}
Crack Bridging (@ -26°C (-15°F) @ 1/8")	ASTM C836	Passed
Durometer Hardness	ASTM D2240	Shore D-51
Fire Test of Roof Covering	ASTM E108 (comparable to UL 790)	Class A
Gardner Impact	ASTM D2794 (1/32" steel panels)	>160 in-lbs, direct and indirect
Mandrel Bend	ASTM D522 Conical Bend (1/32" steel panel)	Pass
QUV Weatherometer	ASTM G53, 3000 hours, UVB 313 bulb	Property Retention >90%
Salt Spray Corrosion	ASTM B117, 3000 hours	Blisters: None; Corrosion from scribe: 7.0 mm; Elcometer adhesion: 2,000 psi
Surface Burning Characteristics (Tunnel Test) @ 20.0 mils (500 microns) dft	ASTM E84 (Rating: Class 1)	Flame Spread: 10; Smoke Density: 35
Tear Strength	ASTM D1004	495 pli
Tensile Elongation	ASTM D638	425%
Tensile Modulus	ASTM D638	100% Modulus: 1,280 psi; 300% Modulus: 2,100 psi
Tensile Strength	ASTM D638	3,000 psi
Water Vapor	ASTM D1653-03, Method A (dry cup), Condition A; ASTM E96-00 Desiccant Method, Procedure A	60 mils (1500 microns), 77°F (25°C), 50% RH, 0.50 grains/hr ft^2 in Hg

continued on back

Protective & Marine Coatings

ENVIROLASTIC® AR425

EXPRESSTECH™ Coatings Technology for Improved Productivity

PART A	B81V3200	ISOCYANATE
PART B	B81-3200	SERIES

PRODUCT INFORMATION

TRM.85

RECOMMENDED SYSTEMS

		Dry Film Thickness / ct. Mils	(Microns)
Steel (lining):			
1 ct.	EnviroLastic AR425	60.0-80.0*	(1500-2000)*
Steel, with hold primer (lining):			
1 ct.	Copoxy Shop Primer	1.0 -1.5**	(25-40)**
1 ct.	EnviroLastic AR425	60.0-80.0*	(1500-2000)*
Concrete (lining):			
1 ct.	Corobond HS Epoxy Primer	3.0-4.0**	(75-100)**
1 ct.	EnviroLastic AR425	60.0-80.0*	(1500-2000)*
Concrete (containment and flooring):			
1 ct.	Corobond HS Epoxy Primer	3.0-4.0**	(75-100)**
1 ct.	EnviroLastic AR425	40.0-60.0	(1000-1500)
1-2 cts.	EnviroLastic PA	4.0-5.0	(100-125)
Concrete (containment, flooring):			
1 ct.	Corobond HS Epoxy Primer	3.0-4.0**	(75-100)**
1 ct.	EnviroLastic AR425	40.0-60.0*	(1000-1500)*
1-2 cts.	Cor-Cote HCR FF	15.0-20.0	(375-500)
Concrete (mechanical equipment room):			
1 ct.	Corobond HS Epoxy Primer	3.0-4.0**	(75-100)**
1 ct.	EnviroLastic AR425	30.0-40.0	(750-1000)
1 cts.	EnviroLastic AR200 HD (texture)	10.0-20.0	(250-500)
Concrete, low temperature or fast set:			
1 ct.	EnviroLastic LT Primer	2.0-3.0	(50-75)
1 ct.	EnviroLastic AR425	30.0-40.0*	(750-1000)*
Geo-Textile Lining (earthen base):			
1 ct.	Geo-textile non-woven, 3-4oz. Amoco "Petromat" Style 4599		
1 ct.	EnviroLastic AR425	80.0-100.0*	(2000-2500)*

*When used as a lining in immersion service, a minimum total dry film thickness of 60.0 mils (1500 microns) is required.
** Refer to Performance Tips section

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

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SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Steel:

Atmospheric:	SSPC-SP10/NACE 2, 3 mil (75 micron) profile
Immersion:	SSPC-SP10/NACE 2, 3 mil (75 micron) profile
Concrete & Masonry:	SSPC-SP13/NACE 6 or ICRI 03732, CSP 3-5.

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal		Sa 3	Sa 3	SP 5	1
Near White Metal		Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast		Sa 2	Sa 2	SP 6	3
Brush-Off Blast		Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2	-
	Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3	-
	Pitted & Rusted	D St 3	D St 3	SP 3	-

TINTING

Do not tint.

APPLICATION CONDITIONS

Temperature:

Material:	150°F (66°C) minimum, 170°F (77°C) maximum
Air and surface:	-20°F (-29°C) minimum, 120°F (49°C) maximum At least 5°F (2.8°C) above dew point
Relative humidity:	80% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:

Part A:	53 gallon (200L) drums
Part B:	53 gallon (200L) drums

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Protective & Marine Coatings

ENVIROLASTIC® AR425

PART A **B81V3200** **ISOCYANATE**
PART B **B81-3200** **SERIES**

Revised 12/09

APPLICATION BULLETIN

TRM.85

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel (immersion service)
Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (3 mils / 75 microns). Remove all weld spatter and round all sharp edges. Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

Iron & Steel (atmospheric service)
Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (3 mils / 75 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

Concrete and Masonry
For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI 03732, CSP 3-5. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

Always follow the standard methods listed below:
ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI 03732 Concrete Surface Preparation.

Concrete, Immersion Service:
For surface preparation, refer to SSPC-SP13/NACE 6, Section 4.3.1 or 1.3.2 or ICRI 03732, CSP 3-5.

Surface Preparation Standards

	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal		Sa 3	Sa 3	SP 5	1
Near White Metal		Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast		Sa 2	Sa 2	SP 6	3
Brush-Off Blast		Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2	-
	Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3	-
	Pitted & Rusted	D St 3	D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature:
Material: 150°F (66°C) minimum, 170°F (77°C) maximum
Air and surface: -20°F (-29°C) minimum, 120°F (49°C) maximum
At least 5°F (2.8°C) above dew point

Relative humidity: 80% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer .....Not recommended

Clean-up .....Butyl Cellusolve™ (R6K25) or Dowanol PM™

Plural Component Heated Spray Equipment:
Equipment.....Graco Reactor EXP2 or HXP3
Gun .....GX7 DI,GX7-400, or GX-8
Fluid Pressure.....2,200 psi
Air Pressure .....100 psi
A Side Temperature 150-170F
B Side Temperature 150-170f
Inlet Strainer Screen .....30 mesh
Gun Screen.....80 mesh

If specific application equipment is not listed above, equivalent equipment may be substituted.

continued on back

Protective & Marine Coatings

ENVIROLASTIC® AR425

PART A	B81V3200	ISOCYANATE
PART B	B81-3200	SERIES

APPLICATION BULLETIN

TRM.85

APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mixing Instructions: Agitate resin blend (B) component thoroughly with a drum mixer before use to disperse pigment and assure homogeneity. Do not thin. Do not mix "A" and "B" resins together. **Caution: Do not agitate in air and moisture.**

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum		Maximum	
Wet mils (microns)	**30.0**	750	**250.0**	6250
Dry mils (microns)	**30.0**	750	**250.0**	6250
~Coverage sq ft/gal (m^2/L)	**6**	0.15	**53**	1.3
Theoretical coverage sq ft/gal (m^2/L) @ 1 mil / 25 microns dft	**1600**	39.2		

Drying Schedule @ 30.0 mils wet (750 microns):

@ 73°F/23°C
50% RH

To touch:	45 seconds
To recoat:	
minimum:	45 seconds
maximum:	16 hours
Gel time:	15 seconds
Tack free:	45 seconds
Light traffic:	2 hours
To cure:	24 hours

If maximum recoat time is exceeded, abrade surface before recoating.
Drying time is temperature, humidity, and film thickness dependent.

Pot Life:	None
Sweat-in-time:	None

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Butyl Cellusolve™ (R6K25) or Dowanol PM™. Clean tools and equipment immediately after use (including both "A" and"B" sides of plural component spray system) with Butyl Cellusolve™ (R6K25) or Dowanol PM™.

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PERFORMANCE TIPS

For concrete, always perform Calcium Chloride test as per ASTM F1869. Do not proceed with MVE >3 lbs.

**Where primers are used, do not fill the profile on concrete or steel with excess primer. Topcoat epoxy primers immediately after they become tack free. "Tack free" is defined as slight to medium pressure with a gloved hand, placed on a primed surface, that when lifted shows a slight imprint or distortion to the surface, with no transfer of primer to the glove.

For immersion applications, a minimum total dry film thickness of 40 mils (1000 microns) on steel and 60 mils (1500 microns) on concrete is required.

For Immersion Service: (if required) Holiday test in accordance with ASTM D5162 for steel, or ASTM D4787 for concrete.

May be applied in one or two coats to achieve the recommended film thickness.

For steel, stripe coat all chine, welds, bolted connections, and sharp angles to prevent early failure in these areas. For concrete, all cracks must receive a 6" wide by 30 mil (750 micron) dft detail coat.

Use only heated, plural component equipment capable of producting 2,500 psi at 160°F (71°C) and 2 gallon (7.56L) /minute output consistently.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Butyl Cellusolve™ (R6K25), Dowanol PM™, or Propylene Glycol.

While spraying, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Do not agitate in air and moisture.

Consult your Sherwin-Williams representative for specific application and performance recommendations.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

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WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SteelCell products

For owners making an educated decision we feel some key areas must be addressed in a comparison of the detention systems. The primary advantages of SteelCell's modular steel cells over other types of construction are in three major areas: construction schedule, life safety, health issues, and cost of construction.

Construction Schedule

- Cells can be delivered and installed as soon as 10-12 weeks from a notice to proceed The delivered cells are completely outfitted with all wall mounted furniture, mirrors, shelves, pre-wired light fixture, hung doors with glazing, and a combination toilet fixture mounted and sealed to the wall.

- Upon installation the cells are immediately ready for other trades to begin there work, such as plumbing, electrical, mechanical and remaining detention equipment. Comparatively, with conventional masonry construction, the block work would begin in about the same time period modular cells are delivered. The mason would be waiting on hollow metal, embeds, windows, wall sleeves for plumbing and HVAC grilles to be able to complete the first cell. If a good masonry crew could finish 1 cell per day, the site would be months ahead with modular steel construction. The next process to get to an equal state as modular steel cell would be the cleaning, block sealing and painting of the interior of the cell. Again here a good painting crew would probably average 1- 2 cells per day, adding another month to the schedule. Finally, one must factor in weather delays, such as wet and windy weather.

- Those items that constitute the *critical path* of any construction schedule are what drive the success of any project. Masonry, pre-cast concrete and in many cases, wall panel, cells *ARE* the critical path. The building cannot be dried in and other trades working until these units are in place. SteelCell units can be installed after the building is up thus compressing the schedule, saving the project time and money allowing the building to be occupied sooner.

Cost to construct

- Comparatively, steel cells require much lighter and less expensive foundations. Steel cells, with a linearly supported mezzanine, require only a 4 to 6 inch thick slab for a foundation. This compares to a 2 foot wide and 2 foot deep foundation that is typically under the walls of the masonry cell walls along with a thickened slab.

- With steel cells 6" pre-cast concrete or 8" masonry walls replaced by a pair of 2" common walls, 4" front walls and a 2" or 4" rear wall. This results in a smaller foot print for the cell area.

- The use of steel cells also facilitates the use of a rear mechanical chase which not only results in dramatic savings in the time and cost to complete the MEP trades (they begin months sooner) but, adds security to the building.

- The use of the steel cell facilitates options for the building exterior as well. A commercial, energy efficient building shell, many times pre-engineered, can be utilized resulting in initial cost savings as well as operational savings during the life of the facility. This type of exterior wall also looks more appealing which will be more accepted by the public.

However, many different types of facades can be utilized to create a cost effective esthetically pleasing building.

- Steel cells become a very practical solution to poor soil or seismic issues. The nature of the lighter weight and energy absorbing properties of the steel cell allow for their use in even the most active seismic zones and allow a solution with far, far less mass than brittle concrete or masonry designs (third party generate seismic reports are available upon request). Our typical construction has been engineered to withstand 300% of gravity.

- Modular construction in almost any form has been widely proven to reduce cost. One of the most complicated areas of the project can be completed in a controlled factory environment. Devoid of weather delays, claims, and work stoppages and with full quality assurance, modular construction delivers the project faster reducing incremental costs, as well as, general condition costs associated with having equipment and personnel mobilized on a jobsite.

- Fewer days onsite also reduce site related injuries, theft and vandalism, thus reducing liabilities of all parties including the owner and architect.

- A monthly impact of $100,000.00 is easily associated with the mobilization costs of the CM, GC and other trade contractors involved.

- Since SteelCell's steel cells are made from 95% recycled materials, the owner is being a good steward of natural resources and can be eligible for LEEDS points.

- Beyond just housing cells, SteelCell has built the following types of detention units:
    - Sally-ports
    - Control rooms
    - Single showers
    - Gang showers
    - Toilet units
    - Janitor closets
    - Visitation rooms
    - 4, 6 and 8 inmate dorms
    - Single and multi-occupancy holding and booking cells.
    - Padded cells.
    - Medical cells and rooms
    - Multi-purpose/programming rooms.
    - Storage rooms
    - Evidence vaults.
    - Combinations of types including shower/janitor closet units.

<u>Life Safety and Life Cycle Costs</u>

- Our modular steel cells are tested to the ASTM F2322-12, "Standard Test Methods for Physical Assault of Vertical Fixed Barriers for Detention and Correctional Facilities". This is the most applicable method to determine suitability for any wall construction methods use in a detention cell. Whereas this test is comprised of dynamic testing to 600 impacts, we have tested our design to over 5000 impacts.

- Our modular steel cells are tested to the ASTM F33 Committee's "Draft Test Methods for Wall Mounted Furniture". This test method to determine wall mounted furniture design and durability using both dynamic and static loading.

- The Polyurea coating utilized by SteelCell, provide a nonporous monolithic sanitary surface in the confined inmate area. We have brought this system to the detention arena to give the owner a method to combat the spread of staph infection, bacteria borne diseases, mold and mildew and other fluid borne diseases that can be harbored in a porous masonry surface.

- The coating system can be warranted for 5 years. How many non-durable and un-effective cell repaints are done in a 5 year period on other types of modular or conventionally constructed cells?

- The SteelCell construction and coating leaves no seams at furniture, wall joints, or ceiling joints as a place to hind contraband. We also utilize a special furniture design that eliminates hidden areas under furniture to hide contraband.

- Pre-cast concrete and masonry cells must utilize an embed system for furniture mounting. This is a joint of dissimilar materials that will separate over time as the point loads stress the concrete around the embed. The furniture becomes loose over time and a great risk occurs as the dislodged items become weapons or battering rams. In contrast, the furniture mount in a steel cell distributes the load/force over a much larger surface area with more frequent welded connection. The quality of the embed in a CMU grouted core is dependant upon the quality of the grout, skill of the person grouting or placing embed, and coverage and mixture of grout. The quality control involved with the process must be done entirely in the field. The SteelCell method is far superior method of attachment for the detention environment. (please see the attached test report for furniture loading)

- SteelCell wall construction yields a thermal value of (R-14 -2" wall or R-28 -4" wall), fully grouted masonry and wall panels systems yield R-0. As we must heat and cool these buildings, utilizing a rear chase configuration, with an air space between two insulated walls, will obviously yield a lower costs to heat and cool over the life of the project. Further, we have seen seasonal use of masonry cells in colder climates because, even with HVAC systems in use, the lack of a thermal break on the exterior masonry wall will result in condensation and extremely cold temperature inside cells. The condensation can lead to mold and mildew and coating failure.

- The thermal insulation also serves as an acoustical treatment to the cell. The SteelCell system yields a cell to cell STC rating above 50.

Wall Panel Comparison

- The recent advent of field assembled steel wall panels does in fact yield some merit versus traditional masonry or pre-cast construction. However, the full benefit of a true modular system is lost. In direct comparison of the two steel systems, SteelCell nets a very substantial time savings. Typically completely prefabricated, outfitted and factory finished SteelCell units can be delivered and installed in the same, or fewer, calendar days than a panel system can be ***manufactured and delivered*** to the job site. This completely negates any perceived schedule savings utilizing the security panel product.

- On virtually any sized project the complete installation duration of a pre-fabricated cell install is less than the days to “shake” or sort out the panels in ***preparation*** of the labor intensive installation process. In some cases this is even before the first panel is stood up.

- A finished panel product is vastly different in fit and finish and quality with no comparison to that of SteelCell. This is alarmingly apparent upon inspection of the two systems once installed and ready for use.

- There are practically equal amounts of steel material required for each of the two systems that is virtually indistinguishable before the fabrication of each system. Thus, the real cost comparison begins at the labor level. Site labor, especially those with prevailing wage requirements, benefits, per-diems and site conditions versus factory labor and factory conditions yield a cost advantage in pre-fabricated units. This advantage can in many cases get lost in the scoping of the products. With equal scopes job bid results prove a distinct cost advantage with pre-fabricated units.

SteelCell by the Numbers

- Year incorporated: 2001
- Total projects as of 10/1/15: 173 projects
- Manufacturing space: 115,000 square foot manufacturing facility newly opened in 2009.
- Manufacturing capacity single shift: 10 units a day. Upgradeable to 20 a day.
- Total storage capacity: 400 typical units.
- Total daily shipping capacity: 56 units.
- Most SteelCell units installed in one work week: 176 units.
- Total units in the field: Nearly 10,000
    - Significant projects:
        - Camp 6 High Risk Detainee Prison Facility JTF Guantanamo Bay, Cuba.
        - Fleet Hospital, JTF Guantanamo Bay, Cuba
        - Putnam County Jail; Palatka, Florida
        - Douglas County Adult Detention Facility; Douglasville, Georgia.
        - Forsyth County Detention Center; Cumming, Georgia
        - VDOC Mt. Rogers Correctional Facility; Independence, Virginia.
        - Meherrin River Regional Jail Facility; Alberta, Virginia.
        - Muskegon County Detention Center; Muskegon, Michigan
        - Allegan County Jail & Sheriff's Office; Allegan, Michigan
        - Douglas County Jail; Alexandra, Minnesota
        - Houston County Law Enforcement Center; Caledonia, Minnesota
        - Socorro County Detention Center; Socorro New Mexico.
        - Makah Tribal Detention Center; Neah Bay, Washington

www.steelcell.com

510 Industrial Park Rd. Baldwin Ga. 30511 Phone: 706-778-9615 Fax: 706-778-9613

Pennington County Financial System

Print List in Order By:	1	1 - Fund (Page Break by Fund) 2 - Department (Totals by Dept) 3 - Vendor Number 4 - Vendor Name
Explode Dist. Formulas	Y	
Paid on Behalf Of Name on Audit List?:	N	
Type of Audit List:	D	D - Detailed Audit List S - Condensed Audit List
Save Report Options?:	N	

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
1380	A'VIANDS LLC					
81	01-251-000-0000-6427		2,873.60	JAIL MEALS 9-26 TO 10-2	3082	JAIL MEALS
83	01-251-000-0000-6403		536.28	BAGS, TP, GLOVES, LAUNDRY SOAP	3614	JANITORIAL SUPPLIES - JAIL
82	01-251-000-0000-6427		2,947.70	JAIL MEALS 10-3 TO 10-9	3615	JAIL MEALS
1380	A'VIANDS LLC		6,357.58	3 Transactions		
1321	ANDERSON/CHRISTINE					
26	01-799-000-0000-6330		106.95	MILEAGE - ECON DEV MTG BEMIDJI		TRAVEL & EXPENSE
27	01-799-000-0000-6330		112.70	MILEAGE - HOUSING MTG DEED -DL		TRAVEL & EXPENSE
1321	ANDERSON/CHRISTINE		219.65	2 Transactions		
2338	BEITEL/ERIK					
111	01-290-000-0000-6330		145.25	MILEAGE - REGIONIII QTR MEETIN		Travel & Expense
112	01-290-000-0000-6330		7.00	MEAL - REGION III MEETING		Travel & Expense
2338	BEITEL/ERIK		152.25	2 Transactions		
3002	CELLTECH COMMUNICATIONS INC					
116	01-221-000-0000-6401		42.74	BATTERY - KN	22119	SUPPLIES
3002	CELLTECH COMMUNICATIONS INC		42.74	1 Transactions		
20007	CITY OF THIEF RIVER FALLS					
115	01-252-000-0000-6330		100.00	DYNAMIC ENTRY CLASS - AT		TRAVEL & EXPENSE
20007	CITY OF THIEF RIVER FALLS		100.00	1 Transactions		
4023	DAY/PATRICK J					
46	01-091-000-0000-6261		1,485.00	COACHING - K. HANSON		CONSULTING & LEGAL SERVICES-ATTORI
4023	DAY/PATRICK J		1,485.00	1 Transactions		
13483	DEPT OF CORRECTIONS FINANACIAL SEF					
60	01-251-000-0000-6801		998.00	STS WAGES - SEPTEMBER	306664	MISCELLANEOUS EXPENSE - JAIL
13483	DEPT OF CORRECTIONS FINANACIAL SEF		998.00	1 Transactions		
13059	DHS - SWIFT					
118	01-061-000-0000-6262		55.75	VOTER REGISTRATION CARDS		OTHER SERVICES - ELECTIONS
13059	DHS - SWIFT		55.75	1 Transactions		
5369	ESRI					
42	01-103-000-0000-6843		1,267.19	ARCGIS MAINTENANCE AGREEMENT	93043447	UNALLOCATED TECHNOLOGY EXP
5369	ESRI		1,267.19	1 Transactions		

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
7337	GCR TIRE STORES					
50	01-255-000-0000-6300		578.79	STS 04 PICK-UP/TIRES MOUNTING	580130	REPAIRS & MAINTENANCE
7337	GCR TIRE STORES		578.79	1 Transactions		
8385	HEARTLAND PAPER CO					
38	01-111-000-0000-6403		420.66	TISSUE & TOWELS	195262-0	JANITORIAL SUPPLIES - COURTHOUSE
37	01-111-000-0000-6403		87.57	TOWELS	195263-0	JANITORIAL SUPPLIES - COURTHOUSE
24	01-800-000-0000-6403		532.76	BAGS, DETERGENT, CLEANER, TOWE	195264-0	JANITORIAL SUPPLIES
47	01-220-000-0000-6403		361.44	CLEANER, GLOVES,PAPER PRODUCTS	1952670	JANITORIAL SUPPLIES-LEC SHARE
8385	HEARTLAND PAPER CO		1,402.43	4 Transactions		
8335	HENRY'S FOODS INC					
62	01-259-000-0000-6405		856.17	CIGARETTES,CHEW,CHIPS,BURRITOS	4816086	GENERAL SUPPLIES - CANTEEN
8335	HENRY'S FOODS INC		856.17	1 Transactions		
8014	HUGOS #7					
35	01-003-000-0000-6330		11.12	FOOD FOR MEETING		TRAVEL & EXPENSE
8014	HUGOS #7		11.12	1 Transactions		
9017	INSIGHT TECHNOLOGIES					
53	01-251-000-0000-6631		219.00	HP SWITCH FOR RELIANCE DVR	778278	FURNITURE & EQUIPMENT - JAIL
1	01-041-000-0000-6210		222.86	IT GLOBAL NOVEMBER - AUD/TREAS	778496	E-MAIL SERVICES
2	01-070-000-0000-6263		445.71	IT GLOBAL NOVEMBER - HIGHWAY	778496	COMPUTER SERVICES - DP
3	01-070-000-0000-6263		297.14	IT GLOBAL NOVEMBER - ICN	778496	COMPUTER SERVICES - DP
4	01-070-000-0000-6263		891.43	IT GLOBAL NOVEMBER - WELFARE	778496	COMPUTER SERVICES - DP
5	01-070-000-0000-6263		49.52	IT GLOBAL NOVEMBER - DATA	778496	COMPUTER SERVICES - DP
6	01-070-000-0000-6263		140.00	IT GLOBAL NOVEMBER - DATA	778496	COMPUTER SERVICES - DP
7	01-091-000-0000-6300		99.05	IT GLOBAL NOVEMBER - ATTORNEY	778496	REPAIRS & MAINTENANCE
8	01-101-000-0000-6300		123.81	IT GLOBAL NOVEMBER - RECORDER	778496	REPAIRS & MAINTENANCE
9	01-106-000-0000-6300		74.29	IT GLOBAL NOVEMBER - ASSESSOR	778496	REPAIRS & MAINTENANCE
10	01-121-000-0000-6300		49.52	IT GLOBAL NOVEMBER - VET SERVI	778496	Repairs & Maintenance
11	01-132-000-0000-6300		148.57	IT GLOBAL NOVEMBER - MV	778496	REPAIRS & MAINTENANCE
12	01-270-000-0000-6300		24.77	IT GLOBAL NOVEMBER - CRIMVE VI	778496	REPAIRS & MAINTENANCE
13	01-290-000-0000-6300		49.52	IT GLOBAL NOVEMBER - EMER MGMT	778496	Repairs & Maintenance
14	01-601-000-0000-6300		123.81	IT GLOBAL NOVEMBER - EXTENSION	778496	REPAIRS & MAINTENANCE
52	01-220-000-0000-6263		876.00	IT GLOBAL CARE - OCTOBER	778503	COMPUTER SERVICES & SUPPLIES
54	01-201-000-0000-6631		45.00	SWITCH FOR PC DOWNSTAIRS	778569	FURNITURE & EQUIPMENT
9017	INSIGHT TECHNOLOGIES		3,880.00	17 Transactions		
7012	JOHNSON FUNERAL SERVICE					

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
51	01-206-000-0000-6262		500.00	TRANSPORT - AUTOPSY ST PAUL	0672014	OTHER SERVICES-CORONER
7012	JOHNSON FUNERAL SERVICE		500.00	1 Transactions		
14378	LEXISNEXIS MATTHEW BENDER					
34	01-016-000-0000-6242		126.23	MN FAMILY LAW PRAC	75345501	SUBSCRIPTIONS - LAW LIBRARY
14378	LEXISNEXIS MATTHEW BENDER		126.23	1 Transactions		
12338	LOFFLER INC					
113	01-223-000-0000-6801		351.62	RECORDER LEASE - OCTOBER	289496135	MISCELLANEOUS EXPENSE-E911
12338	LOFFLER INC		351.62	1 Transactions		
13498	MARCO, INC					
120	01-132-000-0000-6301		25.00	EQ465509 MAINTENANCE AGREEMENT	2902705	MAINTENANCE AGREEMENT
13498	MARCO, INC		25.00	1 Transactions		
13226	MCKESSON MEDICAL SURGICAL					
77	01-251-000-0000-6255		3.37-	SHARPS CONTAINER	65191031	MEDICAL - LOCAL
78	01-251-000-0000-6255		9.59	POLYETHYLENE GLYCOL	65455080	MEDICAL - LOCAL
79	01-251-000-0000-6255		891.23	ANALYZE CLINITE	65477485	MEDICAL - LOCAL
80	01-251-000-0000-6255		22.59	PADLOCK	65504797	MEDICAL - LOCAL
13226	MCKESSON MEDICAL SURGICAL		920.04	4 Transactions		
13361	MN BUREAU OF CRIMINAL APPREHENSIO					
114	01-201-000-0000-6330		25.00	POR AND INVESTIGATION TRAIN/ML	30793092315POR	TRAVEL & EXPENSE
13361	MN BUREAU OF CRIMINAL APPREHENSIO		25.00	1 Transactions		
14321	NORTHWEST REGIONAL LIBRARY					
119	01-003-000-0000-6820		26,250.00	2015 4TH QTR ALLOCATION	218	NORTHWEST REGIONAL LIBRARY
14321	NORTHWEST REGIONAL LIBRARY		26,250.00	1 Transactions		
15323	OFFICE DEPOT					
39	01-132-000-0000-6401		119.49	HP INK 950 & 951	799730029001	SUPPLIES - MOTOR VEHICLE
40	01-801-000-0000-6401		87.19	POST-ITS, PENS, PENCILS, CLEAN	799730029001	SUPPLIES-UNALLOCATED
15323	OFFICE DEPOT		206.68	2 Transactions		
15329	OIL BOYZ EXPRESS LUBE					
48	01-201-000-0000-6304		41.07	FULL SERVICE/OIL CHANGE #11	119500	REPAIR & MAINTENANCE - SQUADS
49	01-201-000-0000-6304		41.07	FULL SERVICE/OIL CHANGE #10	119648	REPAIR & MAINTENANCE - SQUADS
15329	OIL BOYZ EXPRESS LUBE		82.14	2 Transactions		

	Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
	15302	OLSON/ADELINE					
25		01-106-000-0000-6330		216.20	MILEAGE - MAAO FALL CONF - BRA		TRAVEL & EXPENSE
	15302	OLSON/ADELINE		216.20	1 Transactions		
	15303	OLSON/DAVID					
117		01-252-000-0000-6330		21.38	MEAL - SAFE HARBORS CONFERENCE		TRAVEL & EXPENSE
	15303	OLSON/DAVID		21.38	1 Transactions		
	16313	PENNINGTON COUNTY AUDITOR					
30		01-016-000-0000-6801		410.00	REIMB. INSIGHT BILL #777332	3504	MISCELLANEOUS EXPENSE
31		01-016-000-0000-6801		239.25	REIMB. COLOR COPIES	3504	MISCELLANEOUS EXPENSE
29		01-132-000-0000-6300		210.00	REIMB. INSIGHT BILL #777583	3508	REPAIRS & MAINTENANCE
28		01-290-000-0000-6401		4.73	REIMB. COLOR COPIES	3514	Supplies
	16313	PENNINGTON COUNTY AUDITOR		863.98	4 Transactions		
	16314	PENNINGTON FAST LUBE					
56		01-255-000-0000-6300		40.00	BALANCE/ROTATE STS VAN	30486	REPAIRS & MAINTENANCE
57		01-201-000-0000-6304		74.76	OIL CHANGE/FULL SERVICE #13	51405	REPAIR & MAINTENANCE - SQUADS
58		01-201-000-0000-6304		288.67	STARTER W/LABOR, OIL CHANGE #6	51917	REPAIR & MAINTENANCE - SQUADS
	16314	PENNINGTON FAST LUBE		403.43	3 Transactions		
	16300	PIZZA CORNER INC					
61		01-259-000-0000-6405		135.00	27 PIZZAS	1097309	GENERAL SUPPLIES - CANTEEN
	16300	PIZZA CORNER INC		135.00	1 Transactions		
	19377	SANFORD THIEF RIVER FALLS					
22		01-011-000-0000-6276		1,194.38	PSYCO EVAL. 57-CR-14-741	PC072715	FAMILY EVALUATIONS
	19377	SANFORD THIEF RIVER FALLS		1,194.38	1 Transactions		
	19329	STATE OF MINNESOTA					
23		01-253-000-0000-6262		20,580.16	2015 1ST 1/2 PAROLE & PROBATIO	306392	OTHER SERVICES - PROBATION
	19329	STATE OF MINNESOTA		20,580.16	1 Transactions		
	19352	STATE OF MN-DEPT OF PUBLIC SAFETY					
55		01-220-000-0000-6203		270.00	CJDN CHARGES - 3RD QTR CONNECT	297747	TELETYPE
	19352	STATE OF MN-DEPT OF PUBLIC SAFETY		270.00	1 Transactions		
	20047	THRIFTY WHITE PHARMACY					
63		01-251-000-0000-6255		58.03	PRESCRIPTION 15-353	23503	MEDICAL - LOCAL
71		01-251-000-0000-6255		8.59	STOCK SUPPLY - SEPTEMBER	40109	MEDICAL - LOCAL

Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
64	01-251-000-0000-6256			28.66	PRESCRIPTION 15-395	58298	MEDICAL - REIMBURSED
65	01-251-000-0000-6255			12.67	PRESCRIPTION 15-357	58807	MEDICAL - LOCAL
66	01-251-000-0000-6255			119.61	PRESCRIPTION 15-271	59462	MEDICAL - LOCAL
67	01-251-000-0000-6255			294.77	PRESCRIPTION 15-203	59718	MEDICAL - LOCAL
68	01-251-000-0000-6256			6.89	PRESCRIPTION 15-152	59769	MEDICAL - REIMBURSED
69	01-251-000-0000-6256			37.88	PRESCRIPTION 15-204	59802	MEDICAL - REIMBURSED
70	01-251-000-0000-6255			13.98	PRESCRIPTION 15-408	60049	MEDICAL - LOCAL
20047	THRIFTY WHITE PHARMACY			581.08	9 Transactions		
20358	TOTALFUNDS BY HASLER						
41	01-801-000-0000-6209			1,500.00	POSTAGE		POSTAGE
20358	TOTALFUNDS BY HASLER			1,500.00	1 Transactions		
20357	TURNKEY CORRECTIONS						
74	01-259-000-0000-6405			69.27	EMAIL 9-1 TO 9-30	107420150930E	GENERAL SUPPLIES - CANTEEN
75	01-259-000-0000-6405			8.78-	SMS 9-1 TO 9-30	107420150930S	GENERAL SUPPLIES - CANTEEN
72	01-259-000-0000-6405			1,346.66	VENDING & CANTEEN 9-16 TO 9-30	42813	GENERAL SUPPLIES - CANTEEN
73	01-259-000-0000-6405			895.00	80- $5 & 44 - $10 PHONE CARDS	42814	GENERAL SUPPLIES - CANTEEN
76	01-259-000-0000-6405			26.49	INDIGENT 9-1 TO 9-30	42897	GENERAL SUPPLIES - CANTEEN
20357	TURNKEY CORRECTIONS			2,328.64	5 Transactions		
22301	VISUALGOV SOLUTIONS, LLC						
36	01-041-000-0000-6852			8.00	ECHECK FEE JULY-SEPT 2015	151008	E-CHECK CHARGES
22301	VISUALGOV SOLUTIONS, LLC			8.00	1 Transactions		
23303	WEST GROUP PAYMENT CENTER						
44	01-016-000-0000-6242			736.79	SEPTEMBER WESTLAW W/PACK	832643837	SUBSCRIPTIONS - LAW LIBRARY
43	01-091-000-0000-6240			438.28	SEPTEMBER WESTLAW ACCESS	832652515	SUBSCRIPTIONS
45	01-016-000-0000-6242			182.75	SEPTEMBER SUBSCRIPTIONS	832733154	SUBSCRIPTIONS - LAW LIBRARY
23303	WEST GROUP PAYMENT CENTER			1,357.82	3 Transactions		
999999997	WOODIES TOWING & TRANSPORT						
59	01-201-000-0000-6262			161.50	DUI TOW - S15-3320	9204T	OTHER SERVICES
999999997	WOODIES TOWING & TRANSPORT			161.50	1 Transactions		

1 Fund Total: 75,514.95 County Revenue 37 Vendors 84 Transactions

Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
2326	BERT'S TRUCK EQUIPMENT INC						
109	03-350-000-0000-6564			78.33	HITCH UNIT 242	S004871	EQUIPMENT REPAIR PARTS
110	03-350-000-0000-6564			20.15	BLADE GUIDE UNIT 311	S004871	EQUIPMENT REPAIR PARTS
2326	BERT'S TRUCK EQUIPMENT INC			98.48	2 Transactions		
6323	FARMERS CO-OP CREAMERY ASSN						
108	03-350-000-0000-6565			26.95	HEATER SHP 212	19	ROAD MATERIALS
6323	FARMERS CO-OP CREAMERY ASSN			26.95	1 Transactions		
6312	FISHER ELECTRIC OF THIEF RIVER						
102	03-350-000-0000-6636			357.00	MOVE OUTLETS SHOP 500 OFFICE	20284	BUILDING IMPROVEMENTS
6312	FISHER ELECTRIC OF THIEF RIVER			357.00	1 Transactions		
6344	FLEETPRIDE						
106	03-350-000-0000-6564			203.84	FILTERS UNIT 206 & 209	72601828	EQUIPMENT REPAIR PARTS
105	03-350-000-0000-6564			115.62	FILTERS UNIT 303	72602094	EQUIPMENT REPAIR PARTS
104	03-350-000-0000-6564			119.65	FILTERS UNIT 201	72602346	EQUIPMENT REPAIR PARTS
103	03-350-000-0000-6564			25.61	FILTERS UNIT 206 & 209	72737312	EQUIPMENT REPAIR PARTS
107	03-350-000-0000-6564			255.06	FILTERS UNIT 206 & 209	72814595	EQUIPMENT REPAIR PARTS
6344	FLEETPRIDE			719.78	5 Transactions		
7336	GCR TIRES & SERVICE						
96	03-350-000-0000-6564			239.16	TIRES FOR MOWERS	53352	EQUIPMENT REPAIR PARTS
97	03-350-000-0000-6564			1,630.26	TIRES UNIT 308	53521	EQUIPMENT REPAIR PARTS
98	03-350-000-0000-6564			20.00	FLAT REPAIR - 217	53608	EQUIPMENT REPAIR PARTS
99	03-350-000-0000-6564			243.11	TIRE UNIT 312	53659	EQUIPMENT REPAIR PARTS
100	03-350-000-0000-6564			54.00	FIX TIRES UNIT 219	53845	EQUIPMENT REPAIR PARTS
101	03-350-000-0000-6564			144.66	TIRE UNIT 311	53966	EQUIPMENT REPAIR PARTS
7336	GCR TIRES & SERVICE			2,331.19	6 Transactions		
8014	HUGOS #7						
95	03-350-000-0000-6556			58.87	SUPPLIES SHOP 500		SHOP SUPPLIES
8014	HUGOS #7			58.87	1 Transactions		
13302	M-R SIGN CO, INC						
93	03-350-000-0000-6551			251.65	DELINEATORS	188230	SIGNS
94	03-350-000-0000-6551			752.30	BARRICADES FOR CR 55	188400	SIGNS
13302	M-R SIGN CO, INC			1,003.95	2 Transactions		
13428	MJS SEPTIC SYSTEMS						

	Vendor No.	Name / Account/Formula	Accr	Rpt	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
92		03-350-000-0000-6801			35.00	SERVICE PORTABLE UNITS	8202837	MISCELLANEOUS EXPENSE
	13428	MJS SEPTIC SYSTEMS			35.00	1 Transactions		
	14123	NORTHWEST BEVERAGE INC						
90		03-320-000-0000-6401			7.25	WATER		SUPPLIES
91		03-320-000-0000-6401			21.00	WATER		SUPPLIES
	14123	NORTHWEST BEVERAGE INC			28.25	2 Transactions		
	16027	PENNINGTON COUNTY TREASURER						
88		03-320-000-0000-6263			25.47	HOSTED EXCHANGE - SEPTEMBER	3506	COMPUTER SERVICES
89		03-320-000-0000-6263			445.71	IT GLOBAL - SEPTEMBER	3506	COMPUTER SERVICES
	16027	PENNINGTON COUNTY TREASURER			471.18	2 Transactions		
	19306	SEARS						
87		03-350-000-0000-6564			13.99	SOCKETS SHOP 500		EQUIPMENT REPAIR PARTS
	19306	SEARS			13.99	1 Transactions		
	19310	STONE'S MOBILE RADIO						
84		03-350-000-0000-6564			465.00	FIX RADIO UNIT 314	2018152	EQUIPMENT REPAIR PARTS
	19310	STONE'S MOBILE RADIO			465.00	1 Transactions		
	20309	TRUE NORTH STEEL						
85		03-350-000-0000-6549			4,441.04	60" PIPE CD #41	7660	CULVERTS
86		03-350-000-0000-6549			3,984.50	60" PIPE CD #96	7743	CULVERTS
	20309	TRUE NORTH STEEL			8,425.54	2 Transactions		

3 Fund Total: 14,035.18 Road & Bridge 13 Vendors 27 Transactions

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
2362	BEITO REPAIR					
20	40-796-000-0000-6262		700.00	DOZING SPOIL BANK - CD #96	148013	OTHER SERVICES
19	40-796-000-0000-6262		1,000.00	DOZING SPOIL BANK - CD #96	148014	OTHER SERVICES
18	40-796-000-0000-6262		2,200.00	DOZING SPOIL BANK - CD #96	148015	OTHER SERVICES
17	40-796-000-0000-6262		3,200.00	DOZING SPOIL BANK - CD #96	148016	OTHER SERVICES
16	40-796-000-0000-6262		2,450.00	DOZING SPOIL BANK - CD #96	148017	OTHER SERVICES
21	40-796-000-0000-6262		1,650.00	DOZING SPOIL BANK - CD #96	148020	OTHER SERVICES
15	40-796-000-0000-6262		1,550.00	DOZING SPOIL BANK - CD #96	148022	OTHER SERVICES
2362	BEITO REPAIR		12,750.00	7 Transactions		
40 Fund Total:			12,750.00	Ditch Funds	1 Vendors	7 Transactions

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
2337	BKV GROUP INC					
33	60-460-000-0000-6801		3,087.87	1892.03 MASTER PLAN MAT & PRES	40937	MISCELLANEOUS EXPENSE
32	60-460-000-0000-6801		4,138.06	1892.05 PENN CO JUSTICE CENTER	40938	MISCELLANEOUS EXPENSE
2337	BKV GROUP INC		7,225.93	2 Transactions		
60 Fund Total:			7,225.93	Capital Improvement Special Re	1 Vendors	2 Transactions
Final Total:			109,526.06	52 Vendors	120 Transactions	

Recap by Fund	Fund	AMOUNT	Name
	1	75,514.95	County Revenue
	3	14,035.18	Road & Bridge
	40	12,750.00	Ditch Funds
	60	7,225.93	Capital Improvement Special Re
	All Funds	109,526.06	Total

Approved by, ...

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Pennington County Financial System

Print List in Order By:	1	1 - Fund (Page Break by Fund) 2 - Department (Totals by Dept) 3 - Vendor Number 4 - Vendor Name
Explode Dist. Formulas	Y	
Paid on Behalf Of Name on Audit List?:	N	
Type of Audit List:	D	D - Detailed Audit List S - Condensed Audit List
Save Report Options?:	N	

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
15303	OLSON/DAVID					
5	01-251-000-0000-6330		9.28	MEALS - TRANSPORT	100215	TRAVEL & EXPENSE
15303	OLSON/DAVID		9.28	1 Transactions		
1 Fund Total:			9.28	County Revenue	1 Vendors	1 Transactions

Vendor No.	Name / Account/Formula	Rpt Accr	Amount	Warrant Description / Service Dates	Invoice # / Paid On Bhf #	Account/Formula Description / On Behalf of Name
6350	FLAAGAN/MIKE					
2	03-320-000-0000-6330		6.50	MEALS-DIST ENG MTG-DET LAKES	101415	TRAVEL & EXPENSE
4	03-320-000-0000-6330		13.42	MEALS-DIST ENG MTG-DET LAKES	101515	TRAVEL & EXPENSE
6350	FLAAGAN/MIKE		19.92	2 Transactions		
13330	STENNES/MIKE					
1	03-330-000-0000-6330		9.18	MEALS-DIST ENG MTG-DET LAKES	101415	TRAVEL & EXPENSE
3	03-330-000-0000-6330		11.37	MEALS-DIST ENG MTG-DET LAKES	101515	TRAVEL & EXPENSE
13330	STENNES/MIKE		20.55	2 Transactions		
3 Fund Total:			40.47	Road & Bridge	2 Vendors	4 Transactions
Final Total:			49.75	3 Vendors	5 Transactions	

Recap by Fund	Fund	AMOUNT	Name
	1	9.28	County Revenue
	3	40.47	Road & Bridge
	All Funds	49.75	Total

Approved by, ...

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