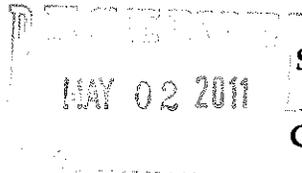


**STATE OF MINNESOTA
BOARD OF ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE
AND INTERIOR DESIGN**

**In the Matter of
Rod Finkle, Unlicensed**



**SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER**

Board File No. 2011-0031

**TO: Mr. Rod Finkle
2040 East Sunshine Street
Springfield, Missouri 65804**

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2010) and Minnesota Statutes section 326.111 (2010) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Rod Finkle ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Respondent and the Committee as follows:

1. Jurisdiction. Pursuant to Minnesota Statutes section 326.111, subdivision 3 (2010), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from practicing professional engineering in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement and Cease and Desist Order.

2. Facts. This Settlement Agreement is based upon the following facts:

- a. Respondent was first licensed as a Professional Engineer in the State of Minnesota on May 15, 1991.
- b. Respondent's Professional Engineer's license expired on June 30, 2010.
- c. In a letter dated October 5, 2010, Respondent self reported that his State of Minnesota Professional Engineer's license had expired on June 30, 2010 and that he had inadvertently stamped and signed revised drawings for the Sam's Club #4736 project, located at 14940 Florence Trail, Apple Valley, Minnesota, on August 27, 2010. A true and correct copy of letter dated October 5, 2010 is attached as Exhibit A.
- d. In a letter dated October 25, 2010, Respondent provided a list of projects that he prepared and certified as a Licensed Professional Engineer in the State of Minnesota after July 1, 2010.

- August 13, 2010, Eagan, Minnesota Wal-Mart store

#4738

- July 1, 2010, Bemidji, Minnesota, O'Reilly's Automotive Store
- August 18, 2010, Bemidji, Minnesota, O'Reilly's Automotive Store
- August 31, 2010, Bemidji, Minnesota, O'Reilly's Automotive Store
- September 14, 2010, Bemidji, Minnesota, O'Reilly's Automotive Store

A true and correct copy of the October 25, 2010 letter is attached as Exhibit B. A true and complete set of plans for the projects mentioned above are located in the Board's office.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes section 326.02, subdivisions 1 and 3 and Minnesota Statute section 326.03, subdivision 1 (2010) and are sufficient grounds for the action specified below. Specifically, Respondent held himself out as a Professional Engineer and practiced Professional Engineering without a license in the State of Minnesota.

4. Enforcement Action. Respondent and the Committee agree that the Board may issue an Order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from practicing engineering in Minnesota until such time as he becomes licensed as a professional engineer in the State of Minnesota.

b. Civil Penalty. Respondent shall pay a civil penalty of Two Thousand Five Hundred Dollars (\$2,500.00) to the Board. Respondent shall submit a cashier's check or money order for Two Thousand Five Hundred Dollars (\$2,500.00) to the Board within sixty (60) days of the date of the Board Order approving this Settlement Agreement and Cease and Desist Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an Order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minnesota Statutes Chapter 14 (2010). Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement and Cease and Desist Order or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Collection. In accordance with Minnesota Statutes section 16D.17 (2010), in

the event this order becomes final and Respondent does not comply with the condition in paragraph 4(b) above, Respondent agrees that the Board may file and enforce the unpaid portion of the civil penalty as a judgment without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement and Cease and Desist Order, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minnesota Statutes Chapter 14 (2010), Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

9. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may be filed with the Board with this Settlement Agreement.

10. Data Classification. Under the Minnesota Government Data Practices Act, this Settlement Agreement and Cease and Desist Order is classified as public data upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2010). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (2010). They shall not, to the extent they are not already public documents, become

public merely because they are referenced herein. A summary of this Settlement Agreement and Cease and Desist Order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of engineering.

11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

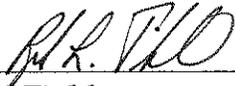
12. Entire Agreement. Respondent has read, understood, and agrees to this Settlement Agreement and Cease and Desist Order and is freely and voluntarily signing it. The Settlement Agreement and Cease and Desist Order contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

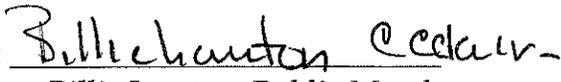
14. Service. If approved by the Board, a copy of this Settlement Agreement and Cease and Desist Order shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

COMPLAINT COMMITTEE



Rod Finkle

BY: 

Billie Lawton, Public Member
Complaint Committee Chair

Dated: 4-29, 2011

Dated: 5-11, 2011

ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 2 day of June, 2011.

MINNESOTA BOARD OF
ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE
ARCHITECTURE, GEOSCIENCE AND
INTERIOR DESIGN

By: 

~~Kristine A. Kubes, J. D.~~
~~Board Chair.~~

Secretary

OCT - 8 2010

October 5, 2010

Minnesota Board of Architecture, Engineering, Land Surveying,
Landscape Architecture, Geo science and Interior Design
85 E. 7th Place
Suite 160
St. Paul, Minnesota 55101

Re: Sam's Club #4736
14940 Florence Trail
Apple Valley, MN. 55124

Board Members:

I am a registered professional engineer in multiple states, and was licensed in the state of Minnesota from May of 1991 until June 30 of 2010 (License #21368). I stamped and signed final mechanical/electrical drawings for the above referenced remodel project issued on May 21, 2010. A change was made to the plans and revised drawings were issued on August 27, 2010. I inadvertently stamped and signed these revised drawings, even though my license had expired. The revised plans were submitted to Minnesota Department of Labor & Industry, and they discovered the error. Plan approval and permit from their department has not yet been granted.

The plans for this project and all changes going forward have been taken over by another professional engineer with a current Minnesota engineer's license (Jennifer A. Luce, License #48385).

I am requesting direction from the Board on how to correct this situation.

Please feel free to contact me with any questions.

Respectfully,

Rod L. Finkle

Rod L. Finkle
2040 E. Sunshine St.
Springfield, Missouri 65804
417-881-0020

EXHIBIT A

USE OUR IMAGINATION.



Consulting Engineers
2040 East Sunshine
Springfield, Missouri 65804
phone 417.881.0020
fax 417.881.0053
mfec.com

RECEIVED
OCT 28 2010

25 October 2010

Doreen Frost
Executive Director
The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture,
Geoscience & Interior Design
85 East 7th Place, Suite 160
St. Paul, MN 55101

Re: Rod Finkle, PE, File No. 2011-0031

Dear Ms. Frost:

This letter is being written in response to the letter dated 12 October, 2010 concerning the investigation of practicing professional engineering without a license in the state of Minnesota.

Page three of your letter requested a detailed response to six items. The following is the information per your request.

1. Plans are accompanying this document. The only documents issued on this project after July 1, 2010 is as listed below. These were issued on 27 August 2010.
 - a. A proposal request #2 – a copy of this has been included in these attached documents
 - b. A response sheet to the city review comments.
 - c. The energy calculations associated with the project.
2. No letterhead, advertisements, or any other solicitation materials have been used since July 1, 2010 until today.
3. No business cards have ever been printed with my name indicating I am a licensed engineer in the state of Minnesota.
4. No professional articles have ever been published by me after July 1, 2010.
5. The following is a list of projects that were stamped by me after July 1, 2010. All of these projects were caught after the self reporting letter was written.
 - a. 13 August 2010 – Eagan, MN Wal-Mart store #4738. We issued Proposal Request #1 revised set with my seal and signature on the drawings.
 - b. 1 July 2010 – Bemidji, MN O'Reilly's Automotive Store. We issued a revised Electrical Plan drawing name E1 sheet. With my seal and signature on the drawing.
 - c. 18 August 2010 – Bemidji, MN O'Reilly's Automotive Store. We issued a revised Site Utility Plan drawing name SU1 sheet. With my seal and signature on the drawing.
 - d. 31 August 2010 – Bemidji, MN O'Reilly's Automotive Store. We issued a revised Site Utility Plan drawing name SU1 sheet. With my seal and signature on the drawing.

EXHIBIT B

- e. 14 September 2010 - Bemidji, MN O'Reilly's Automotive Store. We issued a revised Site Utility Plan drawing name SU1a sheet and a revised Electrical Plan drawing name E1a sheet. With my seal and signature on the drawing.
6. Copies of all these plans addressed in no. 5 are accompanying this letter.

With regard to these incidents, I wish to plead my case to the board.

While the above incidents did take place, these were not done intentionally or with malice or with the intent to defraud the public or misrepresent myself. This situation took place while we were in a transition of licensure between two people. The lag between the approval of one and the expiration of a second is what caused this problem. It was an oversight and was reported to the board as soon as it was observed. The original plans and specifications prior to July 1, 2010 that went out for all three of these projects were done in compliance with the state of Minnesota's requirements.

I beg for the boards understanding in this matter.

Respectfully,



Rod L. Finkle
President
Malone Finkle Eckhardt & Collins, Inc.

USE OUR IMAGINATION.



Consulting Engineers

2040 East Sunshine
Springfield, Missouri 65804

phone 417.881.0020

fax 417.881.0053

mfec.com

August 26, 2010

Cory Frain
Plumbing Plan Review and Inspections Unit
Minnesota Department of Labor and Industry
443 Lafayette Road N.
St. Paul, Minnesota 55155

Re: Sam's Club No. #4736
14940 Florence Trail
Apple Valley, MN
Plan No. 096941

I have reviewed the proposed interceptor, manufacturer's literature, and associated standards and verify that it is properly designed and sized for the intended use as an exterior grease interceptor for this project, and is designed for motor vehicle traffic.

Certification will be provided that the final installation was in accordance with the plans and specifications.

Respectfully,

Malone Finkle Eckhardt & Collins, Inc.

Rod L. Finkle
President

I hereby certify that this plan,
specification, or report was
prepared by me or under my
direct supervision and that I am
a duly Registered Professional
Engineer under the laws of the
State of Minnesota

Date 8-26-2010
Registration NO. 21368

APPLE VALLEY, MN

HVAC Mandatory Provisions

Part II, Page 1

Project Name: SAM'S CLUB REMODEL #4736		Date: 8-26-10	
Project Address: 14940 FLORENCE TRAIL		Telephone: (417) 881-0020	
HVAC System Designer of Record: ROD L. FINKLE		Telephone: (417) 881-0020	
Contact Person: ANTHONY G. BEIER			
City: APPLE VALLEY, MN	Climate Zone: MINNEAPOLIS-ST PAUL INT'L AIRPORT		
Zip: 55124	1% Summer DB Temp: 87.9	1% Summer WB Temp: 72.3	99.6% Winter Temp: -13.4

Mandatory Equipment Efficiency Worksheet (§ 6.4.1.1)

System Tag	Equipment Type (Tables 6.8.1A through G)	Size Category (Tables 6.8.1A through G)	Sub-Category or Rating Condition (Tables 6.8.1A through G)	Units of Efficiency (Tables 6.8.1A through G)	Minimum Efficiency (Tables 6.8.1A through G)	
					Rated	≥ Required
RTU-21	AIR CONDITIONER, AIR COOLED	<65,000 BTU/H	SINGLE PACKAGE	SEER	12.8	≥ 12.0
					≥	
					≥	
					≥	
					≥	
					≥	

Mandatory Non-Standard Centrifugal Chiller Worksheet (§ 6.4.1.1)

System Tag	Leaving CHW Temperature (°F)	Entering CW Temperature (°F)	Condenser Flow Rate (gpm/ton)	Size Category (Tables 6.8.1H through J)	Minimum Efficiency (Tables 6.8.1H through J)	
					Rated	≥ Required
N/A					≥	
					≥	
					≥	
					≥	

General Mandatory Requirements

- Load calculations are provided for selection of all equipment and systems (§ 6.4.2).
- Stair vents, elevator shaft vents, gravity hoods, gravity vents and gravity ventilations are provided with motorized dampers.
 - Exception: Gravity dampers are used since the building is less than 3 stories or in climate zones 1-3.
 - Exception: No vents are required as these systems ventilate unconditioned zones.

- Piping insulation meets or exceeds the requirements of the Standard (§ 6.4.4.1.3).
- Construction documents require record drawings (§ 6.7.2.1), manuals (§ 6.7.2.2), system balancing (§ 6.7.2.3) and system commissioning (§ 6.7.2.4).

Special Mandatory Requirements

- Freeze protection or snow/ice melting systems (if any) have controls to prevent operation in warm weather (§ 6.4.3.7).
- Independent perimeter heating systems (if any) comply with the control requirements of § 6.4.3.1.1 and § 6.4.3.2.
- Independent heating and cooling thermostatic controls (if any) are interlocked to prevent crossover of set points (§ 6.4.3.2).

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Rod L. Finkle
 Date 8-26-2010
 Registration NO. 21368



HVAC Mandatory Provisions

Project Name: SAM'S CLUB REMODEL #4736	Telephone: 417 881-0020
Contact Person: ANTHONY G. BEIER	

Systems Worksheet (§ 6.4)

System Tag	RTU-21				
Supply CFM	1650				
Supply ESP (in. w.c.)	.05"				
Fan System HP	3/4				
OA CFM (i.e. Outdoor Air CFM)	200				
Automatic Shutdown (§ 6.4.3.2.1)	N2				
Deadband (§ 6.4.3.1.2)	C1				
Setback Controls (§ 6.4.3.2.2)	N2				
Setup Controls (§ 6.4.3.2.2)	N2				
Optimum Start (§ 6.4.3.1.3)	N2				
Zone Isolation (§ 6.4.3.1.4)	N2				
Shutoff Dampers (§ 6.4.3.3.3)	N2				
Heat Pump Aux Heat (§ 6.4.3.4)	N1				
Humidifier Preheat (§ 6.4.3.5)	N1				
Humidification/Dehumidification Deadband (§ 6.4.3.6)	N1				
Ventilation Control (§ 6.4.3.8)	N/A				
Duct/Plenum Insulation (§ 6.4.4.2.1)	N1				
Duct Sealing Levels (§ 6.4.4.2.1) Supply/Return	C				
Duct Leakage Test (§ 6.4.4.2.2)	N				

In the table above, enter the appropriate codes from this list:

Shutdown

- C1 Complying nonresidential time switch with override
- C2 Complying residential time switch with override
- N1 N/A continuous operation
- N2 N/A ≤15 kbtu/h or ≤3/4 hp
- N3 N/A hotel/motel guestroom

Dead Band

- C1 Dual setpoint control
- C2 Manual change over control
- N1 N/A special occupancy (requires approval)
- N2 N/A heating or cooling only

Setback Controls

- C1 Setback provided (down to 55F)
- N1 N/A continuous operation
- N2 N/A ≤15 kbtu/h or ≤3/4 hp
- N3 N/A 99.6% Win DB>40F
- N4 N/A radiant heating
- N5 N/A no heating

Setup Controls

- C1 Setup provided (up to 90F)
- N1 N/A continuous operation
- N2 N/A ≤15 kbtu/h or ≤3/4 hp
- N3 N/A 1% Sum DB≤100F
- N4 N/A no cooling

Optimum Start

- C1 Optimum start provided
- N1 N/A continuous operation
- N2 N/A ≤15 kbtu/h or ≤3/4 hp
- N3 N/A supply≤10,000 cfm

Shutoff Dampers

- C1 Motorized shutoff dampers on OA and Exh
- C2 Gravity shutoff dampers on OA and Exh
- N1 N/A continuous operation
- N2 N/A ≤15 kbtu/h or ≤3/4 hp
- N3 N/A OA/EA ≤300 cfm

Zone Isolation

- C1 Isolation zones provided
- N1 N/A continuous operation
- N2 N/A ≤15 kbtu/h or ≤3/4 hp
- N3 N/A all zones on same schedule
- N4 N/A OA/EA ≤5,000 cfm

Heat Pump Aux Heat

- C1 Complying controls provided
- N1 N/A system is not a heat pump
- N2 N/A auxiliary is not electric or is not provided
- N3 N/A heat pump covered by NAECA

Humidifier Preheat

- C1 Complying controls provided
- N1 N/A no humidifier

Humidification/Dehumidification Dead Band

- C1 Complying controls provided
- N1 N/A no humidification and/or dehumidification

Duct/Plenum Insulation

- C1 Complying insulation provided
- N1 N/A all ducts located in conditioned space

Duct Sealing

- Enter highest seal level (A, B or C) for supply and return

Duct Leakage Test

- Y Ducts will be tested for leakage
- N Ducts will not be tested for leakage



Lighting Compliance Documentation

Project Name: SAM'S CLUB REMODEL #4736	
Project Address: 14940 FLORENCE TRAIL	Date: 8-26-10
Designer of Record: ROD L. FINKLE	Telephone: (417) 881-0020
Contact Person: ANTHONY G. BEIER	Telephone: (417) 881-0020
City: APPLE VALLEY, MN	

Mandatory Provisions Checklist

Automatic lighting shutoff controls are provided based on either a scheduling device or an occupant sensor.

- Exception: Space is intended for 24-hour operation.
- Exception: Space is smaller than 5,000 ft².
- Exception: Space for patient care.
- Exception: Space where automatic lighting shutoff would endanger safety or security.
- Each space enclosed by ceiling-height partitions has an independent, accessible control that operates general lighting in the space.
 - Exception: The control is located in a remote location for safety or security reasons.
- For spaces less than or equal to 10,000 ft², a separate space control is provided for each 2,500 ft² of area.
- For spaces more than 10,000 ft², a separate space control is provided for each 10,000 ft² of area.
- Either a photosensor or an astronomical time switch controls exterior lighting applications.
 - Exception: Lights must remain on for safety, security or eye adaptation reasons.
- Two-lamp tandem-wired ballasts.
- Display lighting has a separate control.
- Case lighting has a separate control.
- Hotel/motel guest rooms have a master switch at the main entry.
- Task lighting has a separate control.
- Nonvisual lighting has a separate control.
- Demonstration lighting has a separate control.
- Exit signs do not exceed 5 W per face.
- Exterior building grounds luminaires greater than 100 W have lamps with minimum efficacy of 60 lumens/W.
 - Exception: Luminaire is activated with a motion sensor.

Interior Lighting Power Allowance (Building Area Method)

Building Type	Lighting Power Density (W/ft ²)	Building Area (ft ²)	Lighting Power Allowance (W)
Total			

Interior Lighting Power Allowance (Space-by-Space Method)

Building Type	Common/Specific Space Type	Lighting Power Density (W/ft ²)	Space Area (ft ²)	Lighting Power Allowance (W)
RESTROOMS		0.9	895	806
OFFICE		1.1	768	845
AUDIENCE/SEATING & CORRIDOR		0.5	1230	615
ACTIVE STORAGE		0.8	695	556
WORKSHOP		1.9	693	1317
RETAIL		1.7	4214	7164
FOOD PREP		1.2	197	236
Total				11539

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota

John Turner
Date: 8-26-2010



Lighting Compliance Documentation

Project Name: SAM'S CLUB REMODEL #4736
 Contact Person: ANTHONY G. BEIER
 Telephone: (417) 881-0020

Interior Connected Lighting Power

ID	Luminaire Description (including number of lamps per fixture, watts per lamp, type of ballast, type of fixture)	Type						Number of Luminaires	Watts/ Luminaire	Total Watts
		Incandescent	Fluorescent	HID	Line-Voltage Track	Low-Voltage Track	Other			
1	TC232 1/4 F32T8 4-LAMP	0	0	0	0	0	0	14	114	1596
2	C232 1/2 F32T8 2-LAMP	0	0	0	0	0	0	2	58	116
8	GT8 232 1/2 F32T8 2-LAMP	0	0	0	0	0	0	23	59	1357
10	2GT8 232 1/2 F32T8 2-LAMP	0	0	0	0	0	0	13	76	988
24	LP6/LB3 LP 90W PAR38	0	0	0	0	0	0	4	90	360
42	EG14 232 1/2 F32T8 2-LAMP	0	0	0	0	0	0	4	74	296
50	VR4CV 85IL QL85LP 1-LAMP	0	0	0	0	0	0	12	85	1020
62	LBFS-464-1DC-UP-W	0	0	0	0	0	0	2	210	420
64	ALFS-864-U	0	0	0	0	0	0	9	210	1890
68	LGF 2/26DTT PLC26W 2-LAMP	0	0	0	0	0	0	6	55	330
Total										8373

Additional Interior Lighting Power Allowance

Space ID	Space Name (include merchandise type for retail sales areas)	Type		Area (ft ²)	Unit Allowance (W/ft ²)	Allowance (W)	Luminaire ID's	Installed Power (W)
		Decorative	Display Lighting					
SALES	PRODUCE/MEAT ISLANDS	0	0	2600	1.6	4160	59	4104
		0	0					
		0	0					
		0	0					
		0	0					
		0	0					
		0	0					
(Add 1000 (W) if any additional retail display allowance is claimed)								
Total								4104



Lighting Compliance Documentation

Project Name: SAM'S CLUB REMODEL #4736

Contact Person: ANTHONY G. BEIER

Telephone: (417) 881-0020

Additional Interior Connected Lighting Power

ID	Luminaire Description (including number of lamps per fixture, watts per lamp, type of ballast, type of fixture)	Type						Number of Luminaires	Watts/ Luminaire	Total Watts
		Incandescent	Fluorescent	HID	Line-Voltage Track	Low-Voltage Track	Other			
NONE		<input type="checkbox"/>								
		<input type="checkbox"/>								
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Lighting Compliance Documentation

Exterior Building Lighting Power Allowance (Tradable Lighting Applications)

Application	Allowance	Area or Length (ft ² or ft)	Tradable Power Allowance
Tradable Power Allowance			

Exterior Building Lighting Power Allowance (Non-Tradable Lighting Applications)

ID	Application	Allowance per Unit	Area or Length or Quantity	Non-Tradable Power Allowance
Non-Tradable Power Allowance				

Additional Unrestricted Exterior Lighting Power Allowance

Tradable Power Allowance (Watts)	+	Non-Tradable Power Allowance (Watts))	X	0.05	=	Additional Unrestricted Lighting Power Allowance (Watts)
<input type="text"/>		<input type="text"/>					<input type="text"/>

Exterior Connected Lighting Power (Tradable Applications)

ID	Luminaire Description (including number of lamps per fixture, watts per lamp, type of ballast, type of fixture)	Number of Luminaires	Watts/Luminaire	Total Watts
Total				

Exterior Connected Lighting Power (Non-Tradable Applications)

ID	Non-Tradable Application	Luminaire Description (including number of lamps per fixture, watts per lamp, type of ballast, type of fixture)	Number of Luminaires	Watts/Luminaire	Total Watts

Exterior Lighting Compliance Test

Non-Tradable Application	Tradable Power Allowance (Watts)	+	Additional Unrestricted Lighting Allowance to be Applied (Watts)	=	Tradable Connected Lighting Power (Watts)
	<input type="text"/>		<input type="text"/>		<input type="text"/>
	Non-Tradable Power Allowance (Watts)	+	<input type="text"/>	=	Non-Tradable Connected Lighting Power (Watts)
	<input type="text"/>		<input type="text"/>		<input type="text"/>
<input type="text"/>		+	<input type="text"/>	=	<input type="text"/>
<input type="text"/>		+	<input type="text"/>	=	<input type="text"/>
Total Additional Allowance Applied (sum of above) (Watts)				≤	Additional Unrestricted Lighting Power Allowance (Watts)
<input type="text"/>					<input type="text"/>



UTILITY COMPANY CONTACTS

WATER:	BEMIDJI PUBLIC WORKS, CRAIG GRAY (218) 333-1851
SEWER:	BEMIDJI PUBLIC WORKS, CRAIG GRAY (218) 333-1851
GAS:	MINNESOTA ENERGY RESOURCES, KYLE LEE (218) 368-2752
ELECTRIC:	OTTER TAIL POWER COMPANY, JOE BRAUN (218) 739-8830
TELEPHONE:	PAUL BUNYAN RURAL TELEPHONE COOP, ANDY FISHER (218) 766-1168

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota


 Date 9-14-2010
 Registration NO. 21368

ROD FINKLE
 ENGINEER OF RECORD
 2040 EAST SUNSHINE
 SPRINGFIELD, MO

PROJECT
NEW O'REILLY AUTO PARTS
PAUL BUNYAN DR.
BEMIDJI, MN

DATE
9-14-10

PROJECT NUMBER
2793

SHEET NUMBER
SU1a

ELECTRIC SERVICE RESPONSIBILITIES:

REFER TO SITE UTILITIES PLAN FOR UTILITY COMPANY CONTACT INFO.

ITEM	DESCRIPTION	FURNISHED BY		INSTALLED BY	
		UTILITY CO.	CONTRACTOR	UTILITY CO.	CONTRACTOR
①	SERVICE LATERAL	X		X	
②	SERVICE LATERAL RACEWAY		X		X
③	METER BASE		X		X
④	METER	X		X	
⑤	CT CABINET	N/A	N/A	N/A	N/A

BRANCH CIRCUIT & FEEDER SCHEDULE:

- ① 3 - #1, 1 - #6 EQUIPMENT GROUND AND 1 - #8 ISOLATED GROUND IN 1.5" CONDUIT.
- ② 3 - 500MCM AND 1 - #2 EQUIPMENT GROUND IN 3" CONDUIT.
- ③ 3" CONDUIT WITH PULL ROPE.
- ④ #1/0 BARE COPPER GROUNDING ELECTRODE CONDUCTOR TO ELECTRODE.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Rod Finkle
 Date 9-14-2010
 Registration NO. 21368

ROD FINKLE
 ENGINEER OF RECORD
 2040 EAST SUNSHINE
 SPRINGFIELD, MO

PROJECT

NEW O'REILLY AUTO PARTS
 PAUL BUNYAN DR.
 BEMIDJI, MN

DATE

9-14-10

PROJECT NUMBER

2793

SHEET NUMBER

E3a

AFFIDAVIT OF SERVICE BY MAIL

RE: In the matter of Rod Finkle,
Unlicensed

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Lynette DuFresne, being first duly sworn, deposes and says:

That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 6th day of JUNE, 2011, she served the attached **Settlement Agreement and Cease and Desist Order**, by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class and certified postage prepaid, and addressed to:

Mr. Rod Finkle
2040 East Sunshine Street
Springfield, Missouri 65804

CERTIFIED MAIL
Return Receipt Requested
7010 0780 0001 5886 2623


Lynette DuFresne

Subscribed and sworn to before me on
this the 6th day of June, 2011.


(Notary Public)

