

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

In the Matter of Kim R. Jacobsen,  
Unlicensed  
d/b/a KRJ Associates

**SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER**

**Board File No.: 2002-0028; 2004-0056**

**TO: Kim R. Jacobsen  
d/b/a KRJ Associates  
P.O. Box 635  
Long Lake, MN 55356**

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes §§ 214.10 and 326.111 (2002) 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 Mr. Kim R. Jacobsen, d/b/a KRJ Associates ("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 § 326.111, subd. 3 (2002), the Board is authorized to issue an order requiring unlicensed individuals to cease and desist from practicing architecture 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.

2. Facts. The parties agree that if this matter were to go to a hearing an Administrative Law Judge would likely find the following facts:

a. Respondent was certified to use the title "certified interior designer" by the State of Minnesota on September 26, 1994.

b. Respondent's certificate permitting his use of the title "certified interior designer" expired on June 30, 2002.

c. Respondent is not currently and has never been licensed by the Board as an architect in the State of Minnesota.

d. Respondent is the principal of KRJ Associates.

e. Respondent distributed or caused to be distributed a business card portraying and identifying himself and KRJ Associates as able to perform architecture. A true and correct copy of the business card is attached hereto as Exhibit A.

**ENGGREN'S MARKETPLACE, A/K/A JEFF'S MARKET PLACE**

f. Enggren's Marketplace is located at 1750 Commerce Drive in North Mankato, Minnesota, and is leased from the building's owner, the North Mankato Port Authority ("NMPA").

g. A contract between NMPA and the contractor, Gosewisch Construction, identifies KRJ Associates as the architect for the Enggren's Marketplace.

project. A true and correct copy of the contract is on file at the Board office.

h. During a January 24, 2002 telephone conversation with a Board investigator, Mr. Wendell Sande, NMPA Executive Director, identified Respondent as the architect that had been hired to design the Enggren's Marketplace project.

i. During a January 30, 2002 conversation with a Board investigator, Mr. Jarrett Hallvin of Gosewisch Construction identified Respondent as the architect on the Enggren's Marketplace project. Mr. Hallvin also stated that he did not recognize the name Walter Jackson or the firm WJ Ltd.

j. I & S Engineers & Architects, Inc. ("I & S") provided engineering services for the Enggren's Marketplace project. In a letter dated September 20, 2002, Mr. Chad Surprenant, PE and President of I & S, stated:

From KRJ Associates' (KRJ) award of the project, I worked closely with Kim Jacobsen. I&S Engineers & Architects, Inc. (I&S) was retained by KRJ to perform all engineering work for the Enggren's project. At meetings between I&S staff and Kim Jacobsen, Mr. Jacobsen clearly indicated that we were his sub-consultant providing engineering expertise, and that he was the lead professional for the project. Of course, we assumed he was the project's architect. At meetings with the client, the City of North Mankato, Mr. Jacobsen continued to assume the role of project architect. The plans and specifications were signed by Kim Jacobsen stating that he was a "registered architect."

Until your mention of Walter Jackson or WJ LTD., I have not been aware of such a person or firm. I am not aware of that entity's involvement with the project in any way.

A true and correct copy of Mr. Surprenant's letter, dated September 20, 2002, is on file at the Board office.

k. Respondent claims that he verbally contracted with Walter Jackson to provide architectural services on the Enggren's Marketplace project, which Respondent claims he memorialized in a Letter of Understanding, dated April 16, 1998. A copy of the

alleged Letter of Understanding, dated April 16, 1998, which Respondent submitted to a Board investigator, is attached hereto as Exhibit B.

l. In a letter dated October 6, 2001, Respondent claims that Walter Jackson's "involvement on Enggren's was to help architecturally develop and supervise the project." A true and correct copy of Respondent's letter, dated October 6, 2001, is attached hereto as Exhibit C.

m. In a letter dated February 21, 2002, Respondent described the architectural services Walter Jackson provided on the Enggren's project. Respondent states:

"Mr. Jackson and I had many meetings and reviews to discuss the site, building layout and structural systems, and ongoing project reviews during the construction drawing and building phases...He was involved in the development of the project and directed KRJ with regard to any architectural and code issues. The interior store layout and design were the responsibility of KRJ. Throughout the project the meetings and client reviews were handled by KRJ Associates along with the drafting and design work. Consultation was done regarding the exiting requirements, restroom layouts, structural, and construction details along with other pertinent code issues. All phases of the project were discussed and any problems or issues resolved with his input. Mr. Jackson, at my request, did make some visits as he traveled thru the Mankato area."

A true and correct copy of Respondent's letter, dated February 21, 2002, without enclosures, is attached hereto as Exhibit D. The enclosures are on file at the Board office,

n. The architectural plans for the Enggren's Marketplace project identify KRJ Associates in the title block and a certification bearing an indecipherable signature, the license number 17140, and the date March 4, 1999. A true and correct copy of the architectural plans, dated March 4, 1999, is attached hereto as Exhibit E.

o. Respondent provided the Board with copies of invoices he claims to have received from Walter Jackson and WJ Ltd. for architectural services rendered on the

Enggren's Marketplace project. The invoices are dated: August 20, 1998; December 12, 1998; April 20, 1999; September 15, 1999; and January 4, 2000. Each invoice is for "hours of consultation for grocery store, North Mankato, MN." Copies of the alleged invoices, dated August 20, 1998, December 12, 1998, April 20, 1999, September 15, 1999, and January 4, 2000, are attached hereto as Exhibit F.

p. Respondent signed an Application and Certificate for Payment on the Enggren's Marketplace project, dated December 30, 1999, on the "Architect" signature line located in the Architect's Certificate for Payment area. A true and correct copy of the Application and Certificate for Payment, dated December 30, 1999, is attached hereto as Exhibit G.

q. Respondent approved and signed Change Order forms, dated April 22, 1999, May 26, 1999, August 25, 1999, September 7, 1999, October 12, 1999, December 9, 1999, and December 10, 1999, in the signature block labeled "Architect." True and correct copies of the Change Orders dated April 22, 1999, May 26, 1999, August 25, 1999, September 7, 1999, October 12, 1999, December 9, 1999, and December 10, 1999 are on file at the Board office.

r. Respondent claims he signed the change orders referenced in paragraph 2(q) above at the direction of Walter Jackson. In a letter to the Board dated March 14, 2002, Respondent stated:

At Mr. Jackson's direction I did sign the change orders as the principal of KRJ Associates. He stated this would be the correct way to handle these since KRJ Associates was the firm name on the drawings and in his experience he felt a majority of the change orders on a typical project of this type would be related to the equipment or interior finish items. He did review all the comments and change order requests from the contractor and engineers before they were written up and any of his comments or concerns were incorporated. The structural, mechanical, and electrical changes were reviewed by both the respective engineers and Mr. Jackson

before the change order was finalized.

A true and correct copy of Respondent's letter, dated March 14, 2002 and without enclosures, is attached hereto as Exhibit H. The enclosures are on file at the Board office.

s. Respondent prepared the Enggren's Marketplace Project Manual, dated March 1999. The Project Manual identifies KRJ Associates as the architect along with a signed certification containing an unintelligible signature and license number 17140, which appears directly under KRJ Associates' address. In a letter dated March 14, 2002, Respondent states:

"KRJ Associates assembled the project manual with sections and specifications that were provided by Mr. Jackson and the engineers. The responsible parties including the engineers, product reps., owner's representatives and Mr. Jackson, reviewed all sections before they were finalized."

A true and correct copy of the Enggren's Marketplace Project Manual, dated March 1999, and the certification page is on file at the Board office. A true and correct copy of Respondent's letter, dated March 14, 2002, is attached hereto as Exhibit H.

t. Based on the Board's investigation, there are no invoices, design drawings, or other documents from any independent source verifying Respondent's claim that Walter Jackson or WJ, Inc. provided any architectural services on the Enggren's Marketplace project. Respondent has not provided any independent verification of his claims concerning Walter Jackson or WJ, Inc.

#### CHARLEY'S RESTAURANT & LOUNGE

u. Charley's Restaurant & Lounge is located at 920 Madison Avenue in Mankato, Minnesota.

v. KRJ Associates is identified in the title block of signed architectural plans, dated October 14, 1994, and unsigned architectural plans, stamped November 14,

1994, for Charley's Restaurant & Lounge. True and correct copies of the signed and unsigned architectural plans are attached hereto as Exhibit I.

w. Sheets A2 and A6 of the signed architectural drawings referenced in paragraph 2(v) above contain a certification bearing an indecipherable signature and the license number 17440. The Board issued Minnesota license number 17440 to Architect Heidi Myers in 1985. In response to the Committee's inquiries Ms. Myers submitted a sworn affidavit, which states in pertinent part:

I have NO knowledge of this project –Charley's Restaurant and Lounge, nor have I ever worked for the firm identified on the construction document –KRJ Associates. The signature on the construction drawing is NOT my signature. Furthermore, in October 1994 (when the construction drawing was signed), I was employed by Krech O'Brien Mueller and Wass, Inver Grove Heights.

A true and correct copy of the sheets A2 and A6 are attached hereto as Exhibit I. A true and correct copy of Ms. Myers' affidavit, dated April 18, 2003, is on file at the Board office.

x. In a letter, dated April 5, 2003, Mr. Chad Surprenant, PE and President of I & S, specifically identified Respondent as the project Architect on the Charley's Restaurant & Lounge project. A true and correct copy of the letter, dated April 5, 2003, is on file at the Board office.

#### RICK'S LIQUOR

y. Rick's Liquor is located at 5441 – 140<sup>th</sup> Street North in Hugo, Minnesota.

z. Respondent is identified in the title block of unsigned architectural plans for the Rick's Liquor project, dated February 23, 1999 and July 23, 1999. A true and correct copy of the unsigned architectural plans, dated February 23, 1999 and July 23, 1999, are attached hereto as Exhibit J.

aa. Respondent claims that the architect for the Rick's Liquor project was Mr. Walter Jackson. In an April 29, 2003 letter, Respondent claimed Walter Jackson "work directed [sic] and provided certification for the project." A true and correct copy of Respondent's letter, dated April 29, 2003, is attached hereto as Exhibit K.

bb. In a letter dated May 12, 2003, Ms. Kelly Lindstrom, co-owner of Rick's Liquor, specifically identifies Respondent as the architect for the Rick's Liquor project and denies any awareness of Walter Jackson or WJ Ltd. Ms. Lindstrom states, "KRJ Associates, Mr. Kim Jacobsen, was the architect for the project," and "I am unaware of any work performed by WJ LTD or Mr. Walter Jackson in regards to the Rick Liquor's Store project in Hugo." A true and correct copy of Ms. Lindstrom's letter, dated May 12, 2003 and without enclosures, is on file at the Board office.

cc. Invoices for the Rick's Liquor project, dated February 5, 1999, March 10, 1999, July 8, 1999, August 10, 1999, and September 9, 1999, request, in part, payment for "Preliminary site plan and building layout. Meeting with client and engineer," "Revisions to floor plan and site plan as discussed and directed. Preparation of exterior elevations noting materials and signage options," "Start final construction drawings and specifications," "Final construction drawings and specifications," and "Revisions to plans as requested to move building forward on site and revise interior office and janitor/mechanical room area. Exterior façade parapet detail changes to eliminate need for structural roof bracing." A true and correct copy of the invoices, with Respondent's social security number redacted, dated February 5, 1999, March 10, 1999, July 8, 1999, August 10, 1999, and September 9, 1999, are attached hereto as Exhibit L.

dd. Based on the Board's investigation, there are no invoices, design

drawings, or other documents from any independent source verifying Respondent's claim that Walter Jackson or WJ, Inc. provided any architectural services on the Rick's Liquor project. Respondent has not provided any independent verification of his claims concerning Walter Jackson or WJ, Inc.

#### **D. BRIAN'S DELI & CATERING**

ee. D. Brian's Deli & Catering is located at 1600 Utica Avenue South, St. Louis Park, Minnesota.

ff. The architectural plans for the D. Brian's Deli & Catering project identify KRJ Associates in the title block and a certification bearing an indecipherable signature, the license number 17140, and the date March 10, 2000. A true and correct copy of the architectural plans, dated March 10, 2000, is attached hereto as Exhibit M.

gg. In a letter dated April 27, 2004, Respondent claims,

"I contacted Mr. Walter Jackson within whom I had done a previous project and he agreed to supervise and review the drawings and details during the project development and provide the required review and certification. There was no [sic] contract for KRJ's services with a client or with Mr. Jackson. The work was done on [sic] hourly basis for the services required [sic]."

A true and correct copy of Respondent's letter, dated April 27, 2004, is on file at the Board office. A true and correct copy of page one of Respondent's letter, dated April 27, 2004 is attached hereto as Exhibit N.

hh. Based on the Board's investigation, there are no invoices, design drawings, or other documents from any independent source verifying Respondent's claim that Walter Jackson provided any architectural services on the D. Brian's Deli & Catering project. Respondent has not provided any independent verification of his claims concerning Walter Jackson.

MR. WALTER JACKSON AND WJ LTD.

ii. The Committee, through the investigation process, was unable to verify or in any way substantiate Respondent's claim that the architectural services provided on the Enggren's Marketplace and Rick's Liquor projects were in fact provided by Walter Jackson or WJ Ltd.

jj. According to Board records, the Board has not licensed an individual by the name of Walter Jackson in any of the professions it regulates.

kk. According to Board records, the Board has not issued a license numbered 17140 to any individual in any of the professions it regulates.

ll. WJ Ltd. has never ever been incorporated or existed as a business entity in the State of Minnesota according to the records of the Office of the Secretary of State.

mm. The Committee, through the investigation process, contacted (612) 593-2519, which is the phone number listed on the invoices identified in paragraph 2(o) above. A person identifying herself as "Toni" stated that phone number (612) 593-2519 belonged to Crystal's Kitchen Center, and that the telephone number had been assigned to Crystal's Kitchen Center for several years.

nn. The Committee, through the investigation process, contacted 622 Mendelssohn, Golden Valley, Minnesota, which is the address listed on the invoices identified in paragraph 2(o) above. The address is currently occupied by Minnesota Medical Specialists, a business that has been located at the address since at least 1999.

oo. In an October 6, 2001 letter, Respondent stated that his efforts to

locate Walter Jackson had not been successful. A true and correct copy of the letter, dated October 6, 2001 is attached hereto as Exhibit C.

However, Respondent denies that this is exactly what occurred.

3. Violations. The Committee and Respondent agree that if an Administrative Law Judge found the facts specified above to be true, the Administrative Law Judge would likely make conclusions of law that Minnesota Statutes §§ 326.02, subds. 1-2, 326.03, subd. 1, and 326.15 (2002) had been violated. The Committee and Respondent wish to resolve the complaint against Respondent by mutually agreeing to the remedy specified in paragraph 4 below.

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

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out to the public as able to perform architectural services, from the use of the terms "architect" and "architecture" or any variation thereof, from practicing architecture in Minnesota, and from further violations of Minnesota Statutes §§ 326.02 to 326.15 (2002) until such time as he becomes licensed as an architect in the State of Minnesota.

b. Corrective Action. Respondent shall take and maintain the following corrective actions:

i) Respondent shall remove the terms "architect" and "architecture" or any variation thereof from his business cards, stationery, contracts, signs, marketing materials, and advertisements used in association with his Minnesota business activities or solicitation of Minnesota clients. Respondent shall provide documentation to the Board verifying that corrective action was completed within sixty (60) days of the date

of the Board Order approving this settlement.

c. Civil Penalty. Respondent shall pay a civil penalty of thirty thousand dollars (\$30,000.00) to the Board of which fifteen thousand dollars (\$15,000.00) shall be stayed on the condition that Respondent does not violate any Board statutes or rules for five years beginning on the date the Board Chair signs the attached Order. Respondent shall pay fifteen thousand dollars (\$15,000.00) to the Board, by cashier's check or money order, payable to the "Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design," by making one payment of five thousand dollars (\$5,000.00) on or before March 24, 2005 and twenty (20) equal payments of five hundred dollars (\$500.00) which must be received by the Board office on or before: April 24, 2005; May 24, 2005; June 24, 2005; July 24, 2005; August 24, 2005; September 24, 2005; October 24, 2005; November 24, 2005; December 24, 2005; January 24, 2006; February 24, 2006; March 24, 2006; April 24, 2006; May 24, 2006; June 24, 2006; July 24, 2006; August 24, 2006; September 24, 2006; October 24, 2006; and November 24, 2006.

d. Prohibition. Respondent hereby agrees that he will not reapply for certification to use the title "certified interior designer" in the State of Minnesota for five (5) years beginning on the date the Board Chair signs the attached Order.

5. Judicial Relief. If 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, 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 proceeding pursuant to Minnesota Statutes Chapter 14. Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order containing the enforcement action specified in paragraph 4 herein. Respondent waives the right to any judicial review of the Order by appeal, writ of certiorari, or otherwise.

7. -Collection. In accordance with Minnesota Statutes § 16D.17, Subd. 2 (2002), in the event this order becomes final and Respondent does not comply with the condition in paragraph 4(c) above, Respondent agrees that the Board may lift the stay on the remaining portion of the civil penalty and that the Board may file and enforce the unpaid portion of the entire 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 or a lesser remedy than specified herein, this Settlement Agreement and Cease and Desist Order 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, 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 Data Practices Act, this Settlement Agreement and Cease and Desist Order is classified as public data upon its issuance by the Board. Minnesota Statutes § 13.41, subd. 5 (2002). 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. They shall not, to the extent they are not already public documents, become public merely because they are referenced herein.

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

12. 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.

13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent is represented by Mr. Gary Hansen.

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 order shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

Kim R. Jacobsen  
Kim R. Jacobsen, Unlicensed  
d/b/a KRJ Associates

Date: 12.16.04

COMPLAINT COMMITTEE

By: Doris Preisendorf Sullivan  
Doris Preisendorf Sullivan, FALSA  
Committee Chair

Date: Jan 20, 2005

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 adopted and hereby issued as an Order of this Board on this the 20 day of January, 2005.

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

By: James O'Brien  
James O'Brien, Architect, FAIA, CID  
Chair

**KRJ ASSOCIATES**



Kim R. Jacobsen

763/479-3905

fax 479-3929

ARCHITECTURE

4

INTERIOR DESIGN

PROJECT MANAGEMENT

e-mail: KRJ\_Associates@msn.com

P.O. Box 635 Long Lake, MN 55356

**EXHIBIT A**

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356  
763/479-3905 FAX/479-3929

## Letter of Understanding

April 16, 1998

Architectural Services – Jeff's Market, North Mankato, MN

Walter Jackson  
622 Mendelssohn  
Golden Valley, MN 55427

612 / 593-2519

This letter shall serve as an outline of our verbal understanding for the scope of services you have agreed to provide KRJ Associates for the above project. It is understood that you will be directly involved in architectural supervision and code review services for the above project, along with other services required or requested. The plans will be based upon the preliminary site and floor plans as prepared by KRJ Associates.

The fee for the above services shall be based on the hourly fee of \$50/hr. The estimated cost of the required services for the outlined has been estimated not to exceed \$1,500.

You will make every effort to be efficient in your use of time and will advise KRJ of any unforeseen problems or changes in the scope of the project that may affect the budgeted fee or cause time delays. Each phase of the project will require your approval before the next phase begins. Revisions required after approvals and any additional work or requested attendance at meetings will be billed at the hourly rate. If you have questions or concerns that have not been addressed, please contact KRJ Associates immediately so we can clarify the issue. If no comments are made we will assume this agreement is clear and fully understood.

I am looking forward to working with you on this project,



Kim R. Jacobsen  
Principal

**EXHIBIT B**

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356

RECEIVED  
OCT 11 2001

October 6, 2001

Case #2002-0008

Minn. Bd. Of AELSLAGID  
85 East 7<sup>th</sup> Place — Suite #160  
St. Paul, MN 55101

Attn: Benjamin Barker

Dear Benjamin,

KRJ Associates is an interior design firm offering design services, project management, and thru an associate, an architectural package when requested.

In 1996 and thru 1997 I was associated with Nessel Architecture whose name did appear in the title block of the drawings. We worked together on the Hampton Bank in Hastings and the Anoka Hennepin C. U. in Coon Rapids. The work on Enggren's Market started in 1997 as a small convenience store and I was involved early on in store layout and conceptual site design for the client. Then as word of the project got out the City of N. Mankato made an offer to help the client with a land swap and some financial incentives to relocate and enlarge his project into a small grocery store. The project again required conceptual layout work for the supermarket and gas area, which I provided. Nessel Architecture was very involved in their own projects so in 1998 and 1999 when working drawings were being developed I met Walter Jackson at a local showroom and thru conversation we discussed my need for an architectural associate. He stated he was an Architect with his own practice and could provide the supervision, direction, and code review required. His involvement on Enggren's was to help architecturally develop and supervise the project. When asked, he stated he did not need his name on the drawings and was required to only review and provide a State Certification. I had little knowledge of his background, but felt he was competent since he was working on his own projects and did have a strong working knowledge of architecture, the codes, and the steps involved in a project. I have not been in contact with him for a while. My recent efforts to find him to provide information in this situation have not been successful.

EXHIBIT

C

In 1999, when the work for Enggren's Market was complete I worked with the Energy Family C.U. in Brooklyn Center, providing the interior design and some project management services. In late 1999 and thru mid 2000 I began consulting for Tec Team Design in St. Paul, a restaurant equipment co. doing kitchen and front of the house layout and decor work. In Sept. of 2000 I provided interior design and project management services for the Anoka branch of the Anoka Henn. C.U. I also provide preliminary layout services to the Don Stevens Co. in Eagan for a interior space plan reorganization and the creation of a new product showroom, but to my knowledge no work was done since they decided to try to relocate some of their operations. In late 2000 I began to work with Studio 70, a division of Super Valu in Eden Prairie, doing existing supermarket interior design and some prototype layout work for a new box store concept. Soon after Planmark requested some exterior renderings and colored elevation work for their presentations, which I have been providing to the present.

I now understand that the name of the associate must appear on the drawings along with mine as per the statute you sent and the explanation from an advisor. I have recently contacted and formed a new association with Richard Rice, Architect, for any future projects which there is a need for Architectural services or code issues. I did call and verify his current status as an Architect to avoid future problems. He also has a background in Building Inspections and has been a valuable resource already. I plan to review any new projects and questions with him to verify if there is a need for certification or code review.

I hope we can resolve the issues that have been presented to you in a timely manor. KRJ Associates will strive to provide interior design and consulting services and when requested or the project requires will work with a certified associate, currently Richard Rice, to provide an architectural package.

Sincerely,

  
Kim R. Jacobsen

Enc.- Enggren's drawings

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356

RECEIVED

FEB 25 2002

February 21, 2002

Case #2002-0008

Minn. Bd. Of AELSLAGID  
85 East 7<sup>th</sup> Place — Suite #160  
St. Paul, MN 55101

Attn: Benjamin Barker

Dear Benjamin,

In response to your letter dated 2-5-02, I have put together the following information.

The architect for the Enggren's project was Walter Jackson who also provided the certification. As mentioned previously Mr. Jackson was requested to supervise the project architecturally and provide assistance as required for any architectural or code issues. (see letter of understanding attached)

Mr. Jackson and I had many meetings and reviews to discuss the site, building layout and structural systems, and ongoing project reviews during the construction drawing and building phases. Invoices for his services are attached. I have included many of the review notes and details. The hand drawn sections A & B were drawn by Mr. Jackson to help clarify the wall details and moisture concerns. Many of the others have been noted through our meetings and discussions. He was involved in the development of the project and directed KRJ with regard to any architectural and code issues. The interior store layout and design were the responsibility of KRJ. Throughout the project the meetings and client reviews were handled by KRJ Associates along with the drafting and design work. Consultation was done regarding the exiting requirements, restroom layouts, structural, and construction details along with other pertinent code issues. All phases of the project were discussed and any problems or issues resolved with his input. Mr. Jackson, at my request, did make some site visits as he traveled thru the Mankato area.

EXHIBIT D

I am attaching the following drawing sets as requested.

Enggren's  
Hampton Bank  
Anoka Henn. C.U. - Coon Rapids  
Energy Family C.U. - Brooklyn Center  
Anoka Henn. C.U. - Anoka

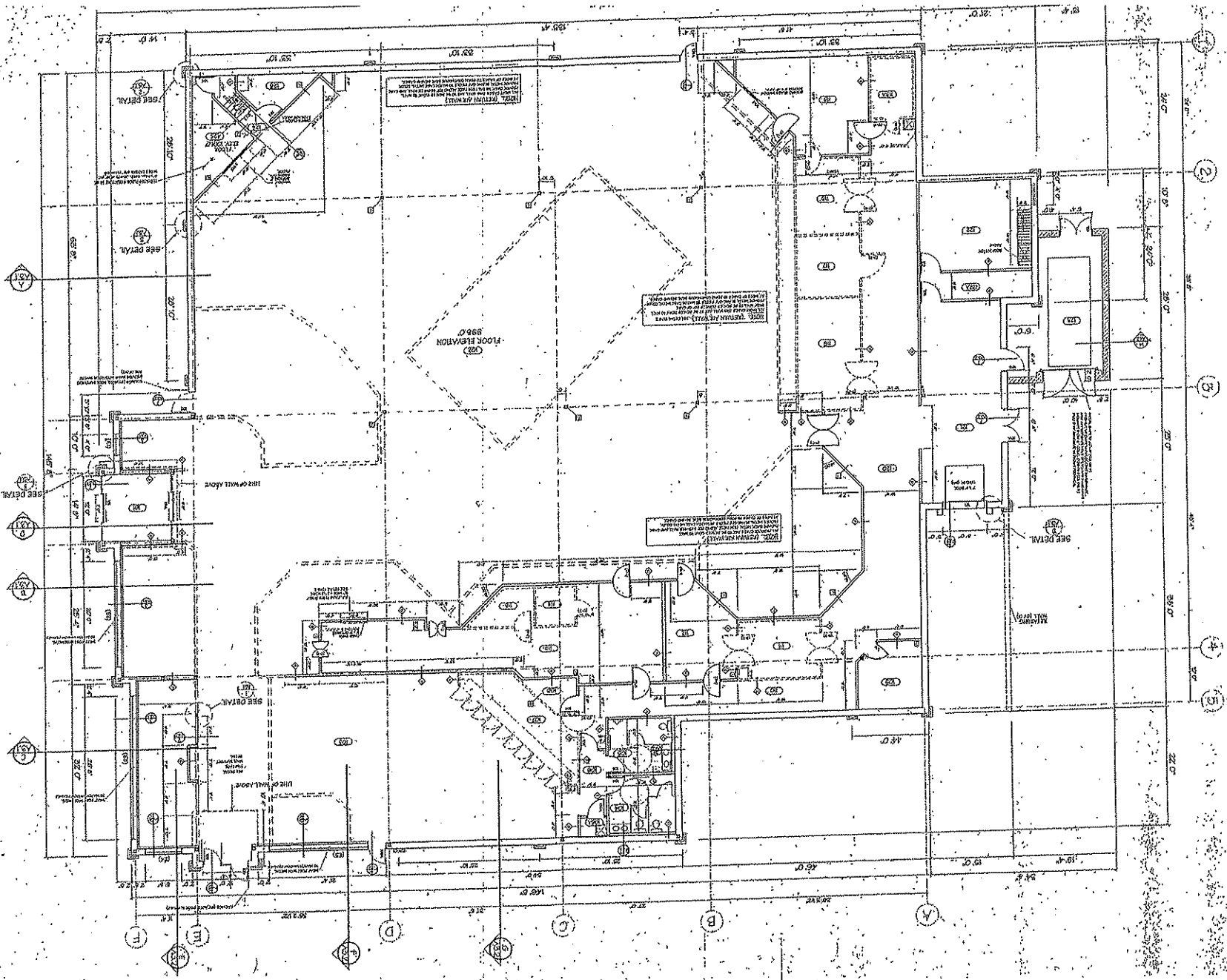
It should be noted that Energy Family C.U. was an interior design project only. The building was being developed by CSM Corp. and they provide a base building drawing package for us to work with prepared by their architect. The Anoka Hennepin C.U. in Anoka was an existing location that was being updated. The work did not involve any code changes and no certification was required. The Anoka Hennepin C.U. in Coon Rapids was a building remodel and Mr. Nessel, the architect, did not feel all the drawing sheets needed to be certified, which the local inspector agreed.

I hope this information satisfies the committee with regards to this situation. I feel we have worked hard to satisfy the requirements of code and law with regards to this and all our projects. Again, I look for a resolve and clarification of these issues in a quick and timely manor.

Sincerely,



Kim R. Jacobsen



FLOOR PLAN  
 1/8" = 1'-0"  
 20,445 SQUARE FOOT GROCERY STORE

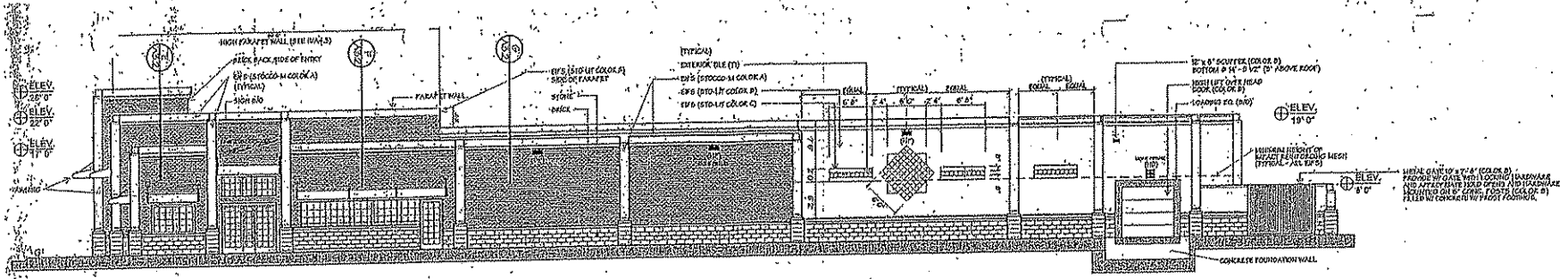
ENGREN'S MARKETPLACE  
 FLOOR PLAN

KRUI ASSOCIATES  
 ARCHITECTS

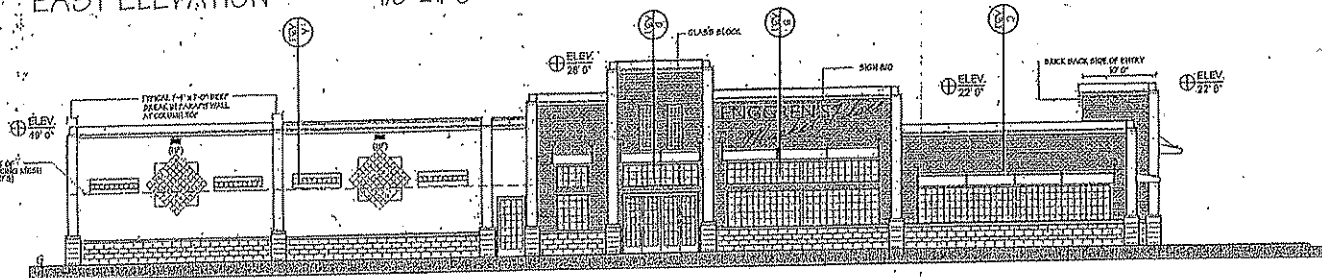
DATE: MARCH 4, 1989  
 SCALE: AS NOTED  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

NO. 1	DATE	BY

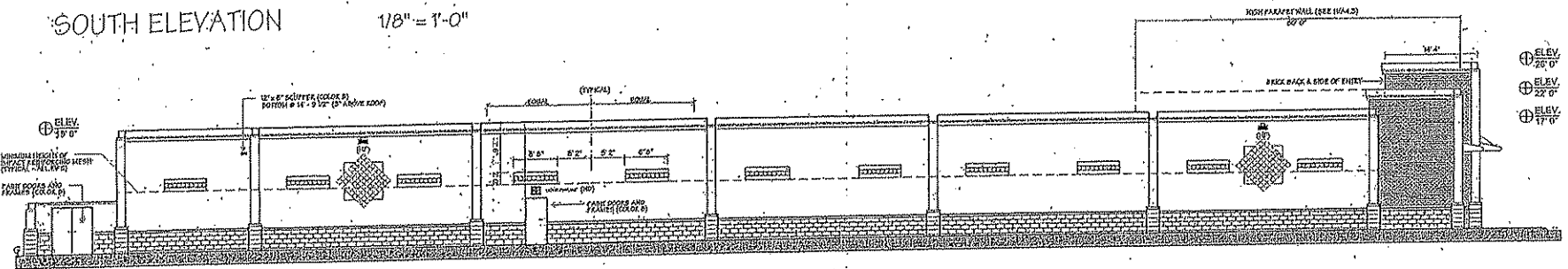
EXHIBIT E



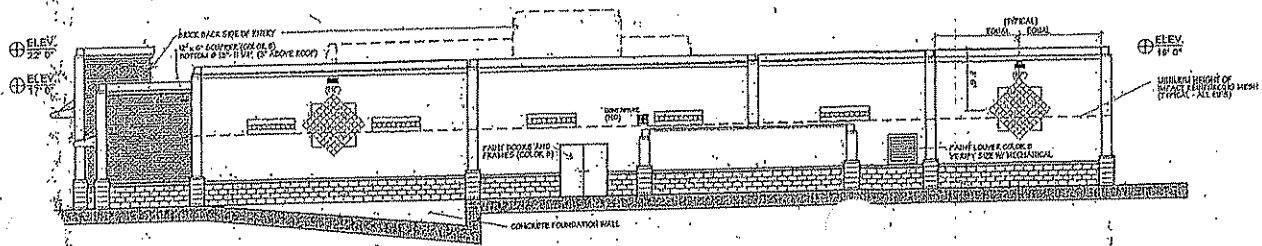
EAST ELEVATION 1/8" = 1'-0"



SOUTH ELEVATION 1/8" = 1'-0"



WEST ELEVATION 1/8" = 1'-0"



NORTH ELEVATION 1/8" = 1'-0"

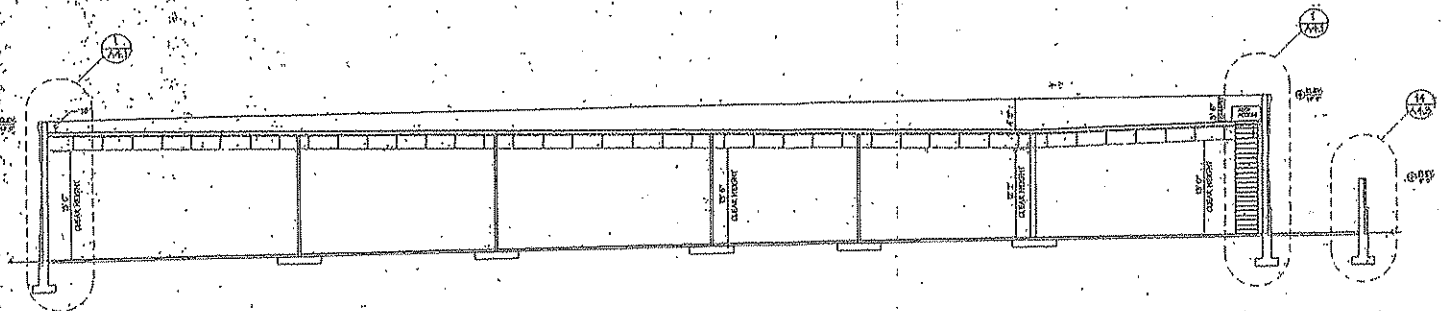
PROJECT: \_\_\_\_\_  
 DATE: MARCH 4, 1988  
 SCALE: AS NOTED  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 PROJECT: 104.4.2.11

**KRJ ASSOCIATES**  
 ARCHITECTS  
 1000 W. WASHINGTON AVE.  
 LONG BEACH, MN 55008  
 (612) 438-8888

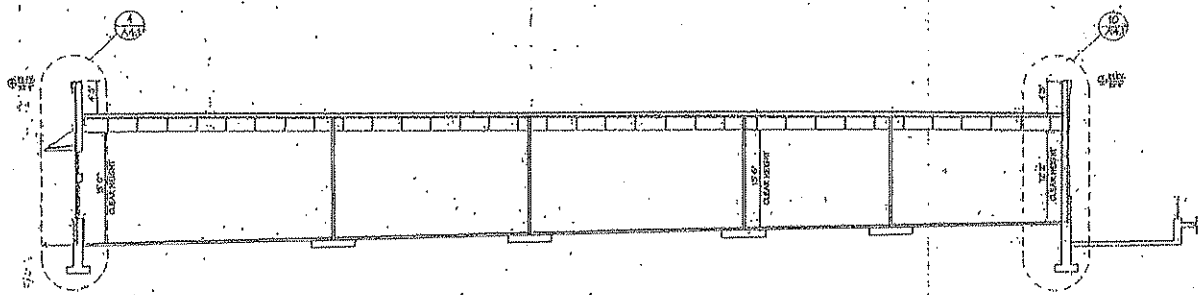
ELEVATIONS

**ENGGREN'S MARKETPLACE**  
 1750 COMMERCE DRIVE  
 NORTH MARICATO, MINNESOTA

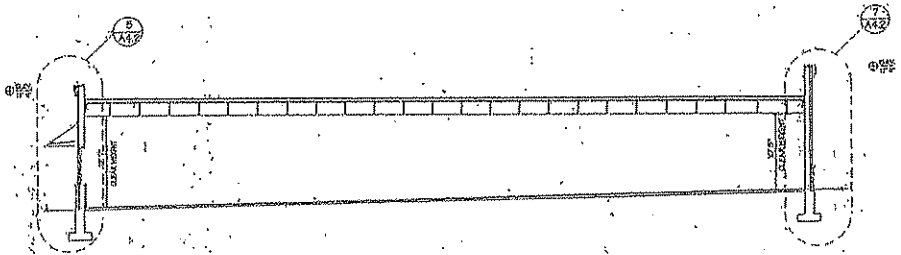
SHEET NO. **A2.1**  
 10/15/87



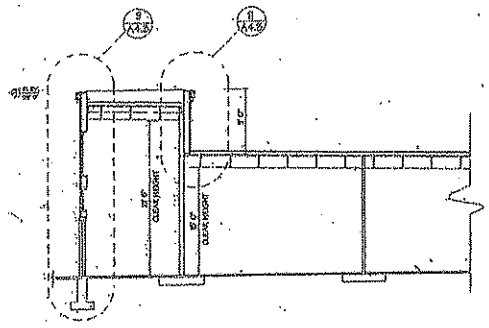
A3.1 BUILDING SECTION (SOUTH -- NORTH) 1/8" = 1'-0"



B A3.1 BUILDING SECTION (SOUTH -- NORTH) 1/8" = 1'-0"

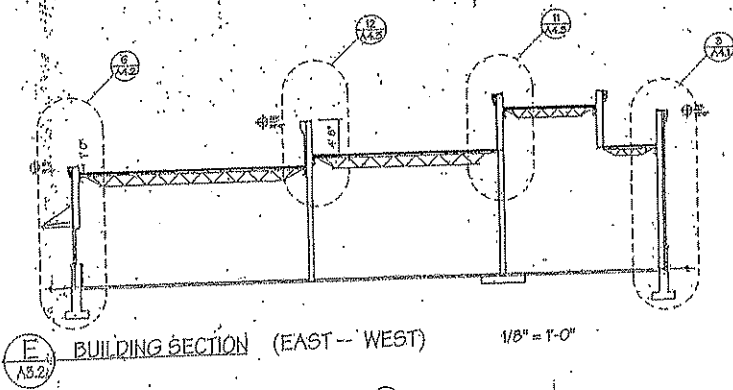


C A3.1 BUILDING SECTION (SOUTH -- NORTH) 1/8" = 1'-0"

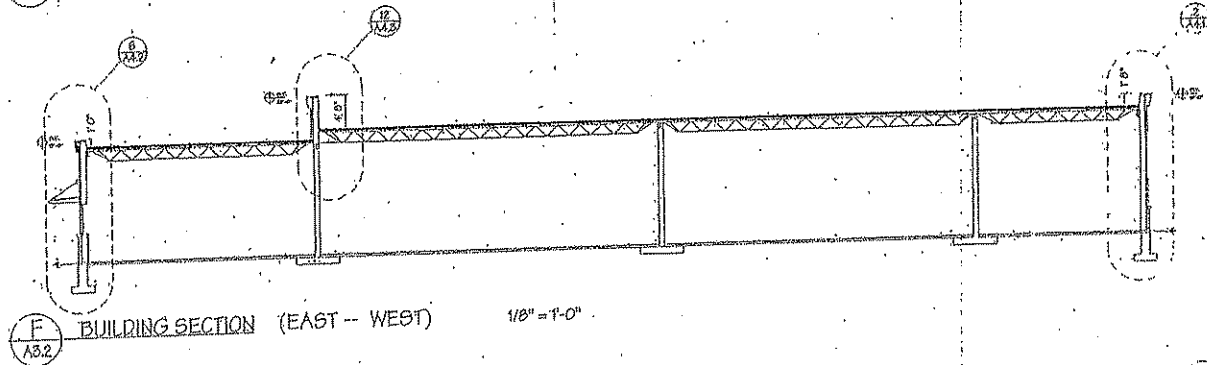


D A3.1 MAIN ENTRY SECTION (NORTH -- SOUTH) 1/8" = 1'-0"

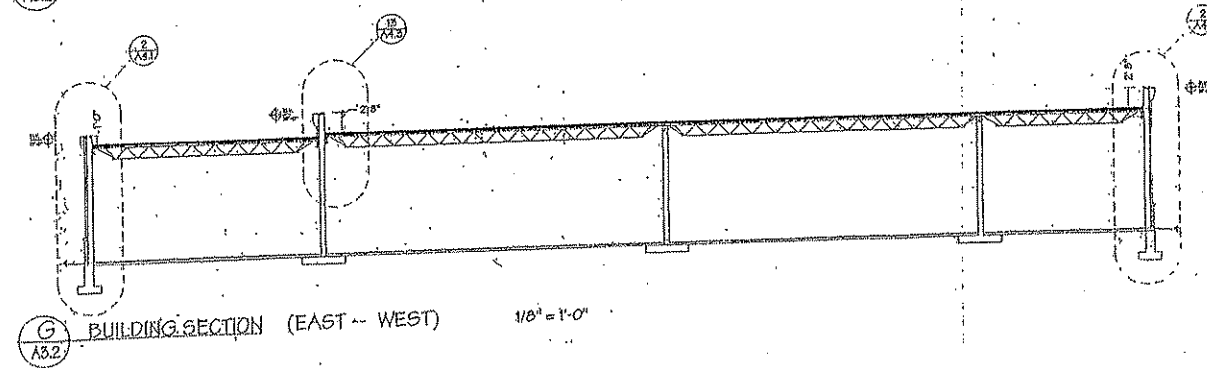
REVISIONS: 1. DATE: MARCH 4, 1988 2. SCALE: AS NOTED 3. DRAWN BY: [Signature] 4. CHECKED BY: [Signature]	DATE: MARCH 4, 1988 SCALE: AS NOTED DRAWN BY: [Signature] CHECKED BY: [Signature]
PROJECT: ENGREN'S MARKETPLACE 1750 COMMERCE DRIVE NORTH-HAVEN, MINNESOTA	ARCHITECT: KRJ ASSOCIATES 1000 W. WASHINGTON LONG BEACH, MN 55335 612-774-0000 FAX: 612-774-0001
BUILDING SECTIONS: (SOUTH -- NORTH)	ENGREN'S MARKETPLACE 1750 COMMERCE DRIVE NORTH-HAVEN, MINNESOTA
SHEET NO. <b>A3.1</b>	TOTAL SHEETS: 10



**E** BUILDING SECTION (EAST -- WEST)  $1/8" = 1'-0"$



**F** BUILDING SECTION (EAST -- WEST)  $1/8" = 1'-0"$



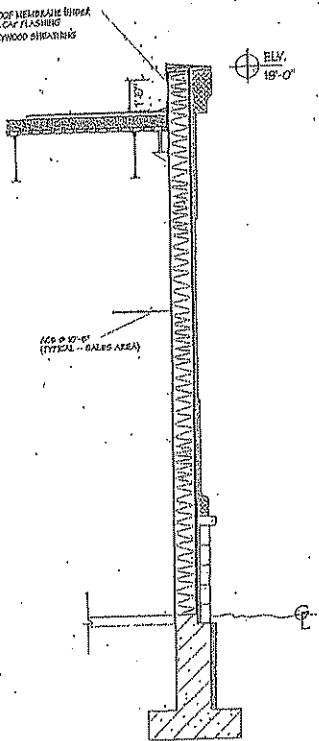
**G** BUILDING SECTION (EAST -- WEST)  $1/8" = 1'-0"$

PROJECT NO. A3.2  
 SHEET NO. 11 OF 11  
 DATE: MARCH 4, 1989  
 SCALE: AS NOTED  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

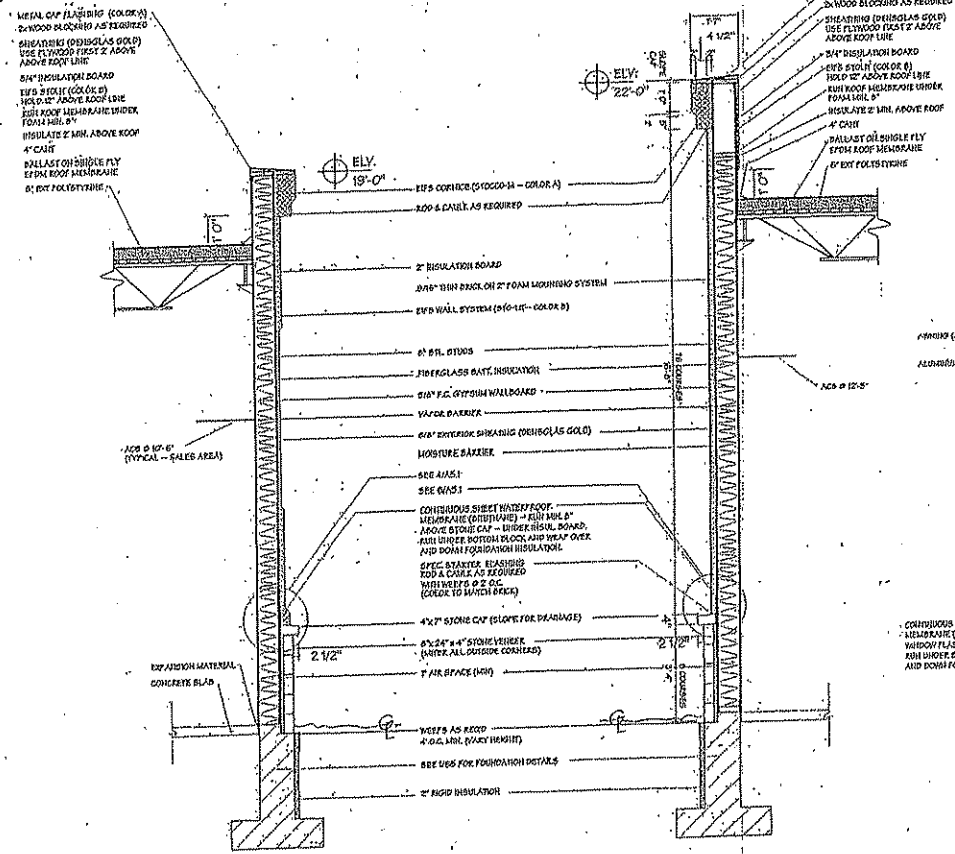
**KRJ ASSOCIATES, INC.**  
 ARCHITECTS/ENGINEERS  
 200 BOX 635  
 ST. JOHNS, MINN. 55085  
 (612) 223-2993 FAX (612) 223-5551

**ENGGREN'S MARKETPLACE**  
 1750 COMMERCE DRIVE,  
 NORTH MANKATO, MINNESOTA

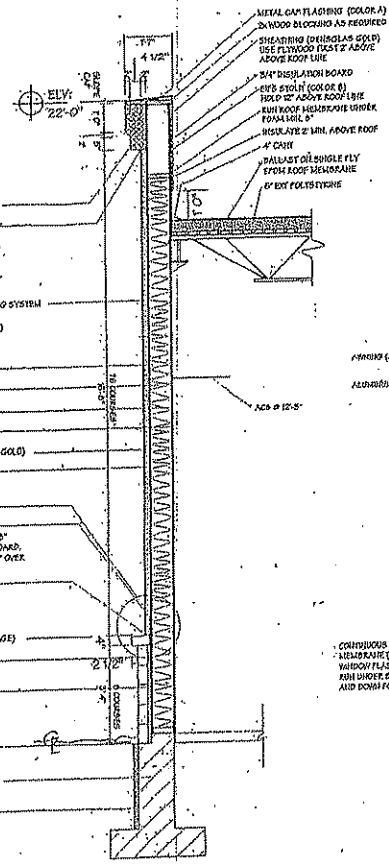
BUILDING SECTIONS  
 (EAST -- WEST)



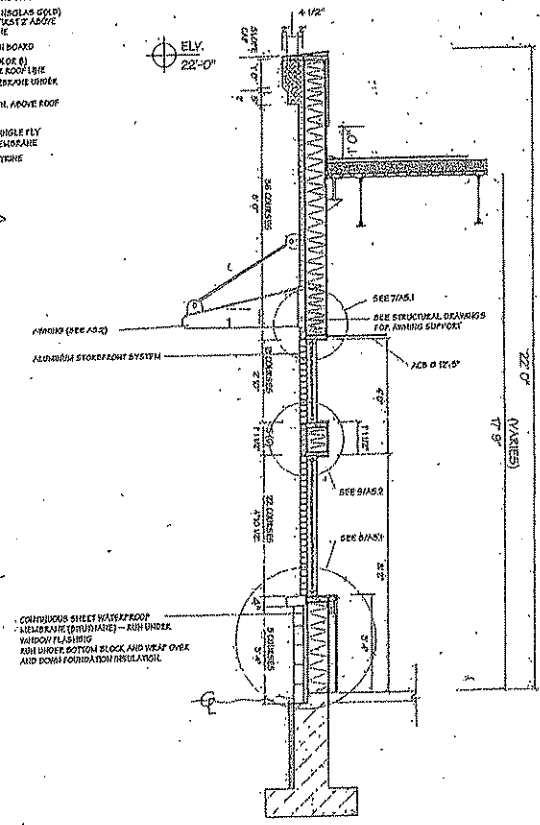
1 WALL SECTION  
A4.1 1/2" = 1'-0"



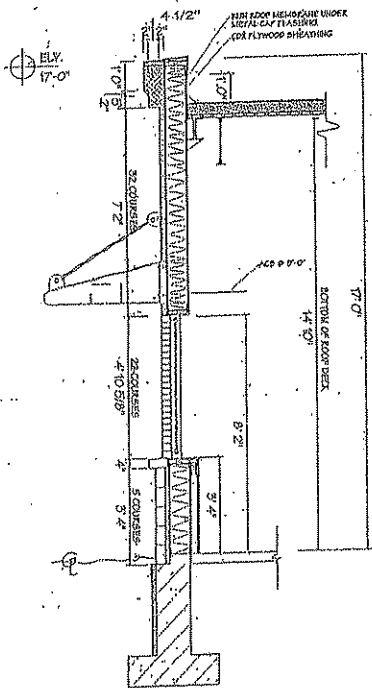
2 WALL SECTION  
A4.1 1/2" = 1'-0"



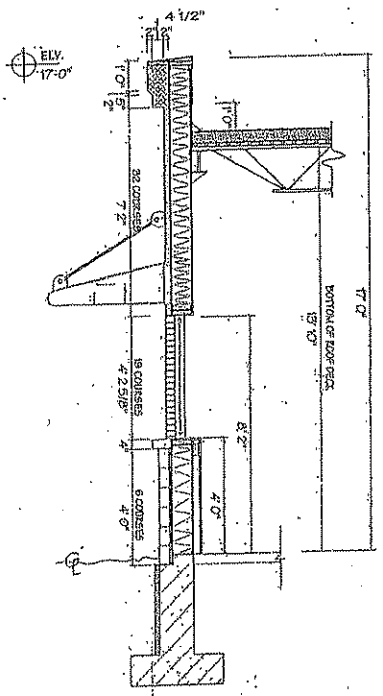
3 WALL SECTION  
A4.1 1/2" = 1'-0"



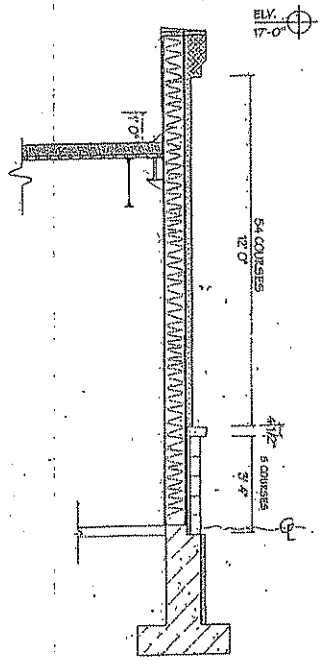
4 WALL SECTION  
A4.1 1/2" = 1'-0"



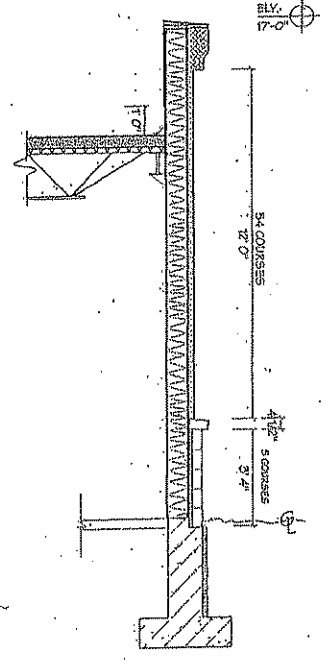
5. WALL SECTION  
 A4.2 1/2" = 1'-0"



6. WALL SECTION  
 A4.2 1/2" = 1'-0"



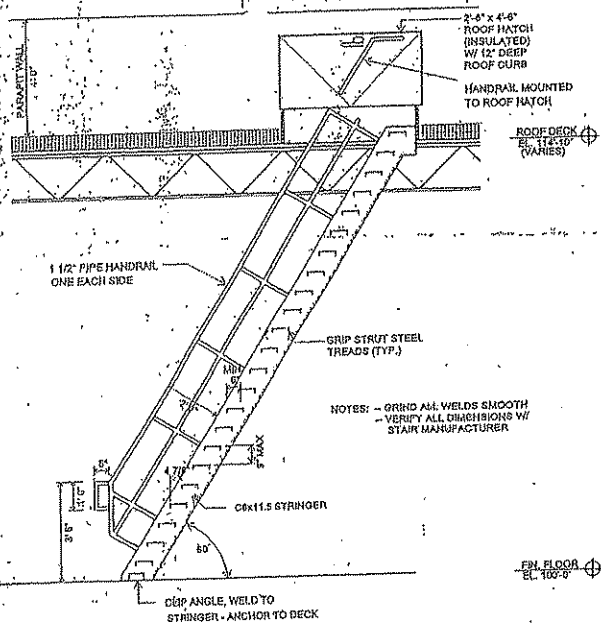
7. WALL SECTION  
 A4.2 1/2" = 1'-0"



8. WALL SECTION  
 A4.2 1/2" = 1'-0"

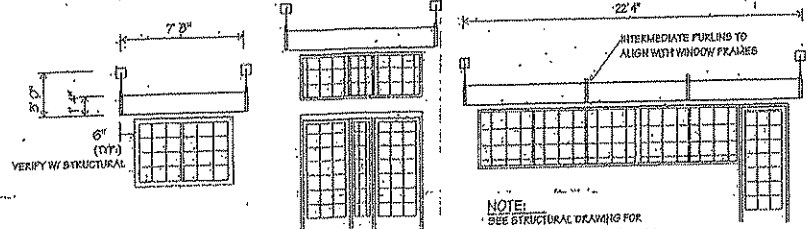






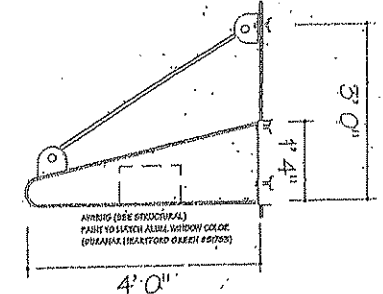
1 ROOF ACCESS DETAIL  
1/2" = 1'-0"

AWNINGS

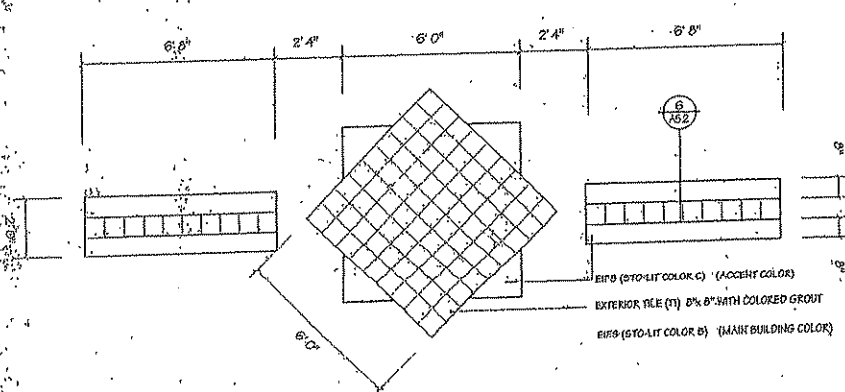
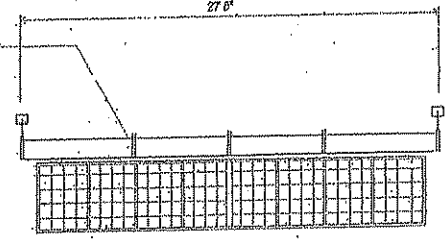


2 EAST SIDE AWNINGS  
1/4" = 1'-0"

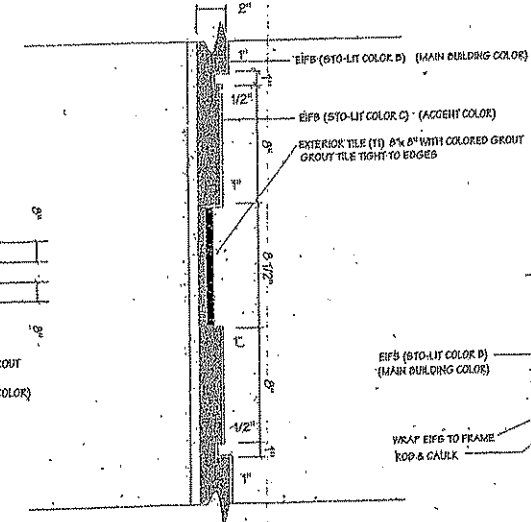
4 WEST SIDE AWNINGS  
1/4" = 1'-0"



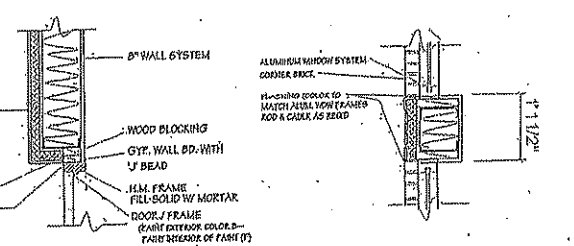
3 AWNING SECTION  
1/2" = 1'-0"



5 EIFS PATTERN  
1/2" = 1'-0"

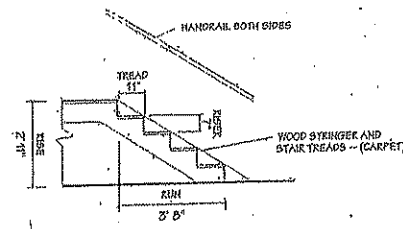


6 EIFS SECTION  
1/2" = 1'-0"



7 EIFS H.M. DOOR HEAD  
1/2" = 1'-0"

9 BULKHEAD DETAIL  
1/2" = 1'-0"



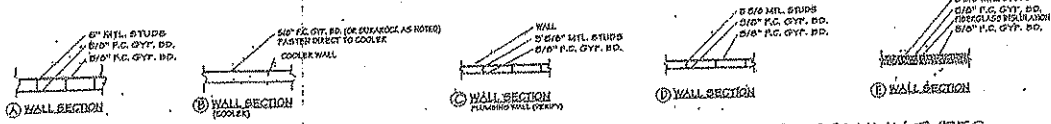
8 STAIR SECTION  
1/2" = 1'-0"

REVISIONS:  
DATE: MARCH 4, 1999  
SCALE: AS NOTED  
CREATED BY:  
KRL ASSOCIATES  
K. R. L. ASSOCIATES  
1750 COMMERCE DRIVE  
NORTH WANKATO, MINNESOTA  
55124  
TEL: 763-833-1111  
FAX: 763-833-1112  
WWW.KRLASSOCIATES.COM  
DETAILS / SECTIONS  
ENGGREN'S MARKETPLACE  
1750 COMMERCE DRIVE  
NORTH WANKATO, MINNESOTA  
SHEET NO.  
A5.2  
1750-2111  
1750-1

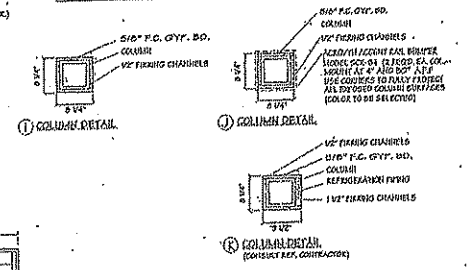
**ROOM FINISH SCHEDULE:**

ROOM NO.	ROOM DESCRIPTION	FLOOR MATERIAL	FLOOR FINISH	WALL BASE	WALL MATERIAL	WALL FINISH	CEILING MATERIAL	CEILING HEIGHT	REMARKS
101	ENTRY VESTIBULE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
102	MAIN OFFICE AREA	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
103	CONFERENCE ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
104	RECEPTION AREA	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
105	WAITING ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
106	HALL	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
107	JANITOR ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
108	MECHANICAL ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
109	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
110	MEETING ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
111	RECEPTION AREA	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
112	CONFERENCE ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
113	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
114	HALL	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
115	MECHANICAL ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
116	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
117	CONFERENCE ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
118	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
119	HALL	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
120	MECHANICAL ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
121	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
122	CONFERENCE ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
123	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
124	HALL	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
125	MECHANICAL ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
126	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
127	CONFERENCE ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
128	OFFICE	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
129	HALL	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	
130	MECHANICAL ROOM	CONCRETE	WAX	1/2" GY. BD.	1/2" GY. BD.	WALL PAPER	NO CEILING	10'-0"	

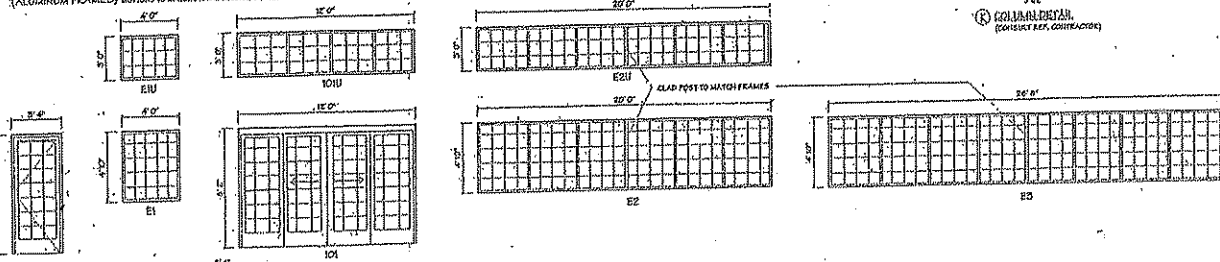
**INTERIOR WALL TYPES**



**INTERIOR COLUMN TYPES**



**EXTERIOR WINDOWS**



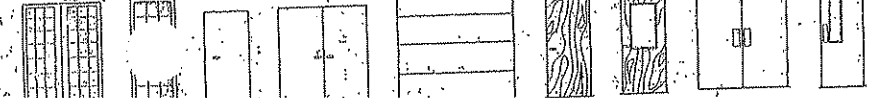
**NOTES:**  
 1. USE 1/2\"/>

**DOOR SCHEDULE**

DOOR NO.	DOOR SIZE	DOOR TYPE	DOOR QTY.	DOOR MATERIAL	DOOR FINISH	HOW GROUP	FRAME TYPE	FRAME FINISH	REMARKS
101	2'-0\"/>								

**NOTES:**  
 1. AUTOMATIC SLIDING DOOR  
 2. AUTOMATIC SLIDING DOOR  
 3. THE DISTANCE IS TO FINISH DOOR, FRAMES, HANDRAILS AND OPERATOR AS SPECIFIED AND FINISHED  
 4. SWINGING DOOR, OPERATOR AND CONTROLS TO BE INSTALLED BY AUTOMATIC DOOR CO. INC.  
 5. ALL SWINGING DOORS, FRAMES AND OPERATORS TO BE INSTALLED BY ALUMINUM WINDOW AND DOOR INSTALLER  
 6. GLASS TO MATCH EXISTING EXTERIOR GLASS UNLESS OTHERWISE SPECIFIED BY THE ARCHITECT - COLOR TO MATCH FRAMES  
 7. FINISH OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT - COLOR TO MATCH FRAMES  
 8. FINISH OPERATOR  
 9. OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT  
 10. OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT  
 11. OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT  
 12. OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT  
 13. OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT  
 14. OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT  
 15. OPERATOR TO BE INSTALLED BY THE ARCHITECT OR HIS AGENT

**DOOR TYPES**

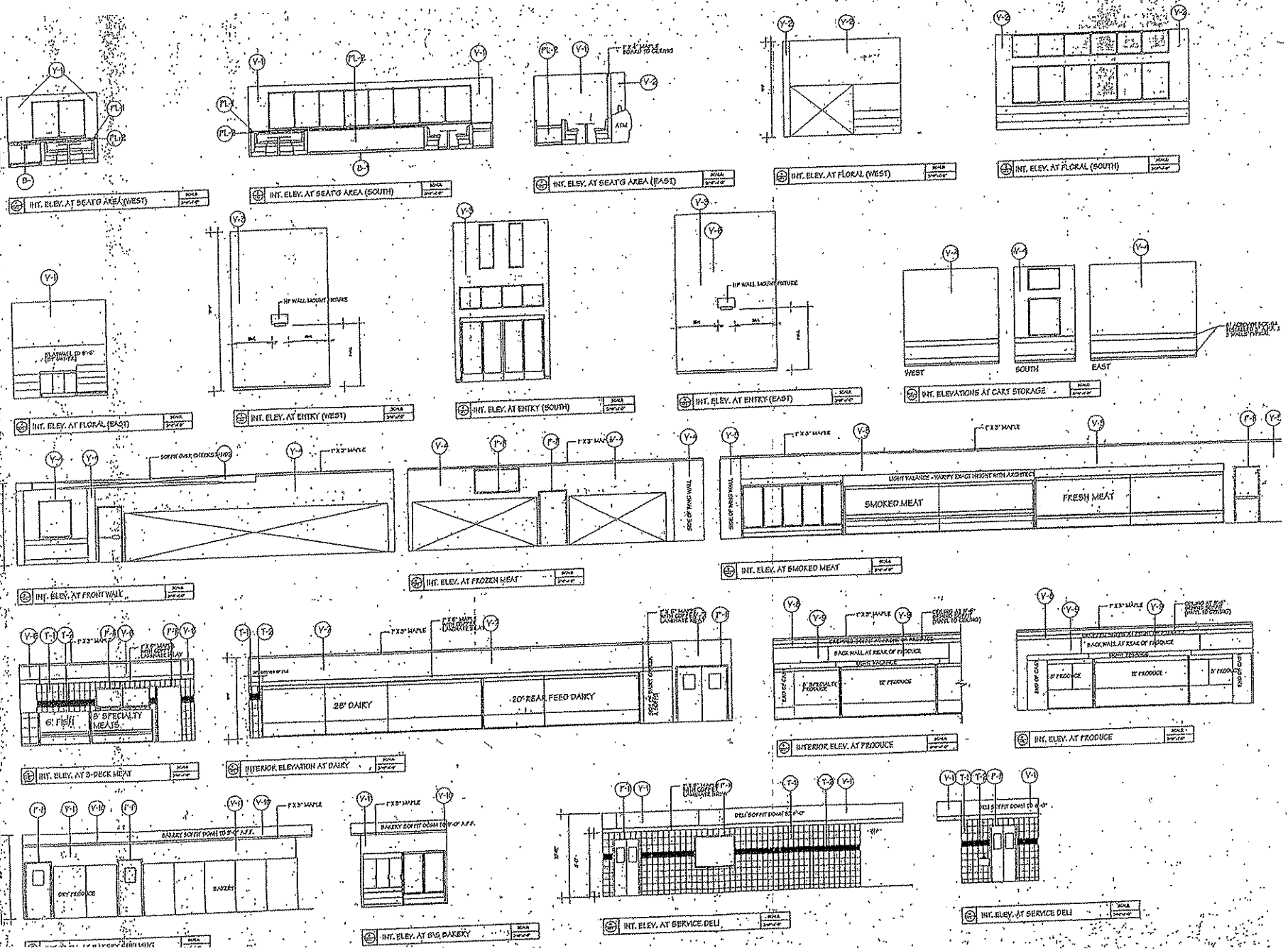


**1. LOW WALL SUPPORT DETAIL**

**2. LOW WALL DETAIL**

**3. WINDOW WALL ELEVATION**

**ENGREN'S MARKETPLACE**  
 1750 COMMERCE DRIVE  
 NORTH MANKATO, MINNESOTA  
 DATE: MARCH 4, 1988  
 SCALE: AS NOTED  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO. 88-001  
 SHEET NO. A6.1  
 OF 10



ENGEGREN'S MARKETPLACE  
 1750 COMMERCE DRIVE  
 NORTH MARVATO, MINNESOTA

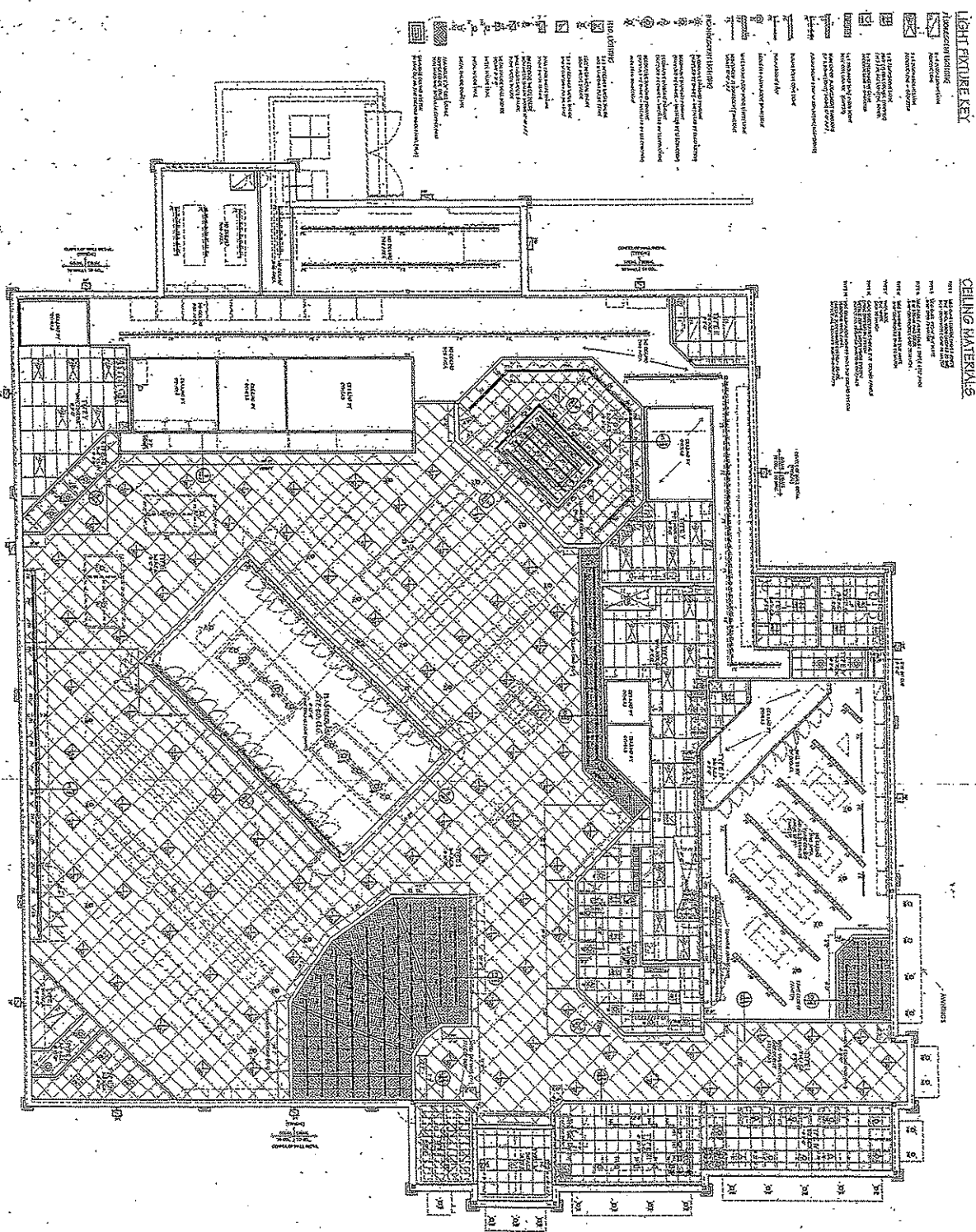
KRI ASSOCIATES  
 ARCHITECTS  
 1000 UNIVERSITY AVENUE  
 SUITE 100  
 ST. PAUL, MINNESOTA 55102  
 (612) 291-2000 FAX (612) 291-2001

DATE: MARCH 4, 1989  
 SCALE: AS NOTED  
 DRAWING: INTERIOR ELEVATIONS  
 CHECKED BY:

PROCESS: T. H. JOHNSON

SHEET NO. A7.1





**LIGHT FIXTURE KEY**

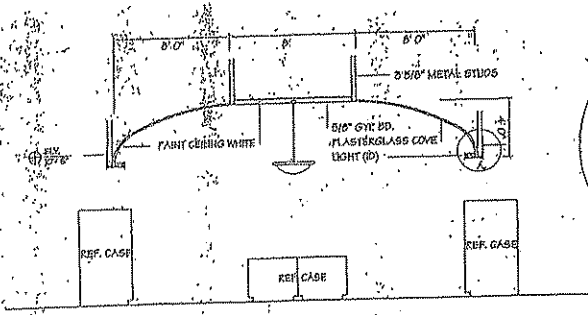
- 1. Fluorescent lighting
- 2. Incandescent lighting
- 3. Track lighting
- 4. Recessed lighting
- 5. Surface lighting
- 6. Pendant lighting
- 7. Chandelier
- 8. Sconce
- 9. Wall lighting
- 10. Exit lighting
- 11. Emergency lighting
- 12. Security lighting
- 13. Signage lighting
- 14. Accent lighting
- 15. Other

**CEILING MATERIALS**

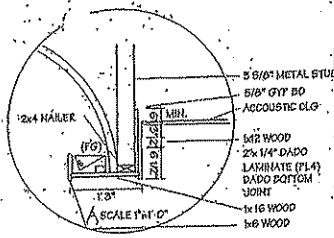
- 1. Acoustic tile
- 2. Mineral wool
- 3. Fiberglass
- 4. Gypsum board
- 5. Metal
- 6. Wood
- 7. Concrete
- 8. Other

REFLECTED CEILING PLAN 1/8" = 1'-0"  
 20,445 SQUARE FOOT GROCERY STORE

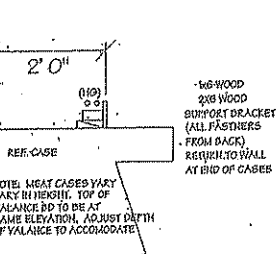
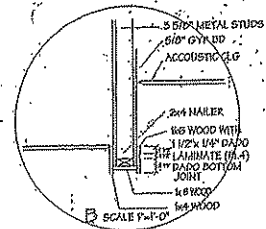




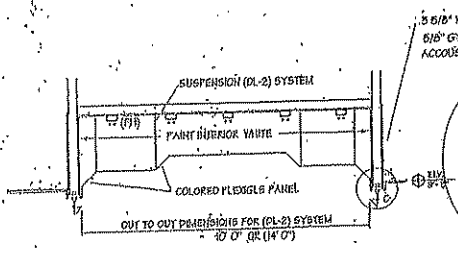
1 FROZEN FOOD SECTION  
A8.2 1/4" = 1'-0"



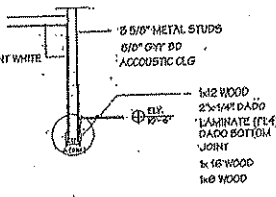
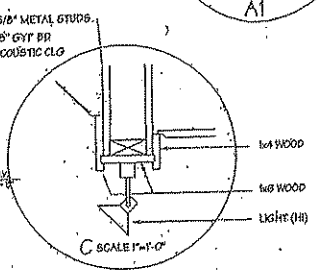
2 VALANCE LIGHT DETAIL  
A8.2 1/4" = 1'-0"



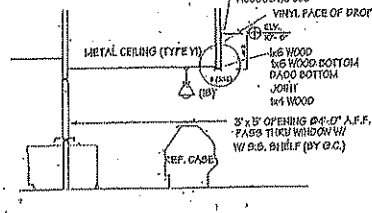
3 VALANCE LIGHT DETAIL  
A8.2 1/2" = 1'-0"



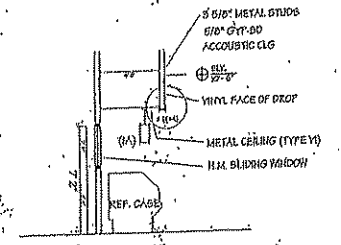
4 PRODUCE DROP SECTION  
A8.2 1/2" = 1'-0"



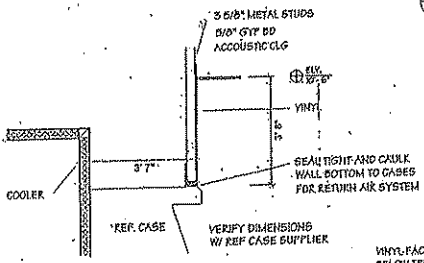
6 BAKERY COFFIT  
A8.2 1/2" = 1'-0"



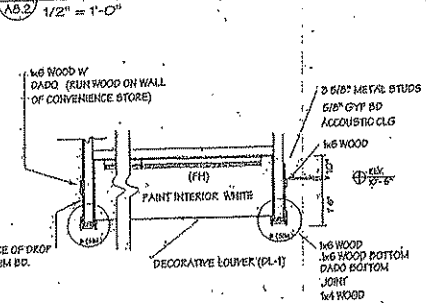
7 SERVICE DELI SECTION  
A8.2 1/4" = 1'-0"



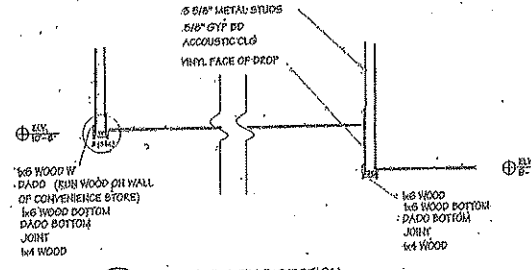
8 MEAT SECTION  
A8.2 1/4" = 1'-0"



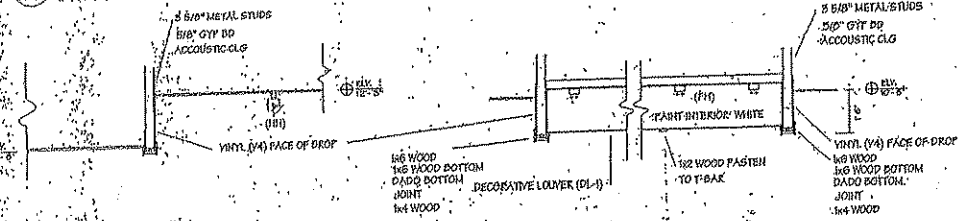
9 DAIRY CASE DETAIL  
A8.2 1/2" = 1'-0"



10 CONV. CHECKOUT DROP  
A8.2 1/2" = 1'-0"



11 CONV. / SEATING SECTION  
A8.2 1/2" = 1'-0"



13 CHECK OUT SECTION

KRI ASSOCIATES  
 ARCHITECTS  
 1750 CONNORCE DRIVE  
 NORTH WANKATO, MINNESOTA  
 DATE: MARCH 14, 1988  
 SCALE: AS NOTED  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]



**WJ LTD.**

622 Mendelssohn  
Golden Valley, MN 55427

(612) 593-2519

STATEMENT

August 20, 1998

-- (6) hours of consultation for grocery store, North Mankato, MN = \$300

EXHIBIT F

**WJ LTD.**

622 Mendelssohn  
Golden Valley, MN 55427

(612) 593-2519

STATEMENT

December 12, 1998

-- (5) hours of consultation for grocery store, North Mankato, MN = \$250

**WJ LTD.**

622 Mendelssohn  
Golden Valley, MN 55427

(612) 593-2519

STATEMENT

April 20, 1999

-- (6) hours of consultation for grocery store, North Mankato, MN = \$300

**WJ LTD.**

622 Mendelssohn  
Golden Valley, MN 55427

(612) 593-2519

**STATEMENT**

September 15, 1999

-- (4.5) hours of consultation for grocery store, North Mankato, MN = \$225

**WJ LTD.**

622 Mendelssohn  
Golden Valley, MN 55427

(612) 593-2519

STATEMENT

January 4, 2000

-- (6.5) hours of consultation for grocery store, North Mankato, MN = \$325

OWNER) NORTH MANKATO PORT AUTHORITY  
1750 COMMERCE DRIVE  
NORTH MANKATO, MN 56003

PROJECT: ENGRANNES MARKET PLACE  
1750 COMMERCE DRIVE  
NORTH MANKATO, MN 56003

APPLICATION NO: 9  
APPLICATION DATE: 12/30/99  
PERIOD: 12/01/99 to 12/30/99

(CONTRACTOR): GOSEWISCH CONSTRUCTION, INC.  
101 PAULEY COURT  
MANKATO, MN 56001

VIA (ARCHITECT): KRJ ASSOCIATES

ARCHITECT'S PROJECT NO: 98-01

TRACT FOR: ENGREN'S MARKET PLACE

CONTRACT DATE: 04/15/99

TRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Contractor's Approved in previous months - TOTAL	45575	-94292
Contractor's Approved this month - TOTAL	253	0
<b>TOTALS</b>	<b>45828</b>	<b>-94292</b>
Net change by CO's		-48464

1. ORIGINAL CONTRACT SUM	1498500
2. Net change by Change Orders	-48464
3. CONTRACT SUM TO DATE (Line 1 + 2)	1450036
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	1442069
5. RETAINAGE:	
a. 0.00% of Completed Work (Column D + E on G703)	0
b. 0.00% of Stored Material (Column F on G703)	0
Total Retainage	0
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	1442069
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	1,420,787
8. CURRENT PAYMENT DUE	21,282
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	29,249
	< 6,500 >
	7967

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

State of: MINNESOTA County of: REDWOOD

CONTRACTOR: GOSEWISCH CONSTRUCTION, INC.  
By: Paul J. Gosen Date: 1-03-2000

Subscribed and sworn to before me this 03 day of 1 2000  
Month Year

Notary Public: [Signature]

My Commission expires: 1/31/2000

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$22,749

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(attach explanation if amount differs from Line 8)  
ARCHITECT:

By: KR Jaccard Date: 1.13.00

The Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

WITHIN 1500 EIFS COLUMN REPAIR  
5,000 VCT FLOOR REPAIR  
\$6500

EXHIBIT G

MAR 16 2002

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356

March 14, 2002

Case #2002-0008

Minn. Bd. Of AELSLAGID  
85 East 7<sup>th</sup> Place -- Suite #160  
St. Paul, MN 55101

Attn: Benjamin Barker

Dear Benjamin,

In response to your letter dated 2-27-02, I have put together the following information.

I am attaching the preliminary site and floor plan drawings that were mentioned in my letter of understanding to Mr. Jackson. These were used in our preliminary discussions in March of 97 to describe the project. The agreement with Mr. Jackson was verbal. He agreed to provide his services in early April, thus prompting the letter of understanding.

The majority of the drawings that were attached in the previous submittal other than detail A and B, which were from Mr. Jackson, were drawings used in my discussions with Mr. Jackson. The following drawings, in approximate order of submittal, ranged from site work questions, fixture plan layout code reviews, restroom concerns and clearances; roof drainage and column spacing. During the development of the exterior elevations Mr. Jackson had many areas of concern and circled them on the attached elevations and plans as 1-4. Wall sections based upon his details were discussed and his direction was required for the building water integrity and insulation requirements along with detail and section reviews. Many ideas about the exterior awnings and how to support them with all the glass were discussed. All notes from the engineers in response to questions arising from my meetings with Mr. Jackson were presented for his review and comment. (i.e. scupper heights, office area joist size) In preparing the specifications all areas were reviewed by Mr. Jackson, many of which he collected and noted for KRJ to assemble and type, such as the entrance door outline specification previously attached. He circled the appropriate hardware to use and areas to note. He also provided a detail from another project for the wood trim idea, which was later developed and used.

EXHIBIT H

Many of the design development drawings, notes and correspondence, which had comments from Mr. Jackson, were water damaged during the very wet spring of 2001. A good number of these drawings and files were in felt tip pen and unreadable or on transparency paper that stuck together. Since the project was complete and they seemed of little value at the time in that condition, they were disposed of.

The project plans and sections as directed by Mr. Jackson were well prepared and there were few major questions or concerns from the engineers with respect to the architecture. Most questions arose from the supermarket equipment, store layout and requirements, which kept changing with the stores operator's needs. These concerns were discussed by a consultant or myself with the owners, engineers and contractors. Any architectural items or concerns were brought to Mr. Jackson's attention immediately for his comments and direction.

At Mr. Jackson's direction I did sign the change orders as the principal of KRJ Associates. He stated this would be the correct way to handle these since KRJ Associates was the firm name on the drawings and in his experience he felt a majority of the change orders on a typical project of this type would be related to the equipment or interior finish items. He did review all the comments and change order requests from the contractor and engineers before they were written up and any of his comments or concerns were incorporated. The structural, mechanical, and electrical changes were reviewed by both the respective engineers and Mr. Jackson before the change order was finalized.

KRJ Associates assembled the project manual with sections and specifications that were provided by Mr. Jackson and the engineers. The responsible parties including the engineers, product reps., owner's representatives and Mr. Jackson, reviewed all sections before they were finalized.

I hope this information helps explain to the committee that there was never an attempt to do any work without direction from our consultants including Mr. Jackson. I strongly feel I have worked hard to satisfy and stay within the requirements of code and law with regards to this issue. Again, I look for a resolve and clarification of these issues in a quick and timely manor.

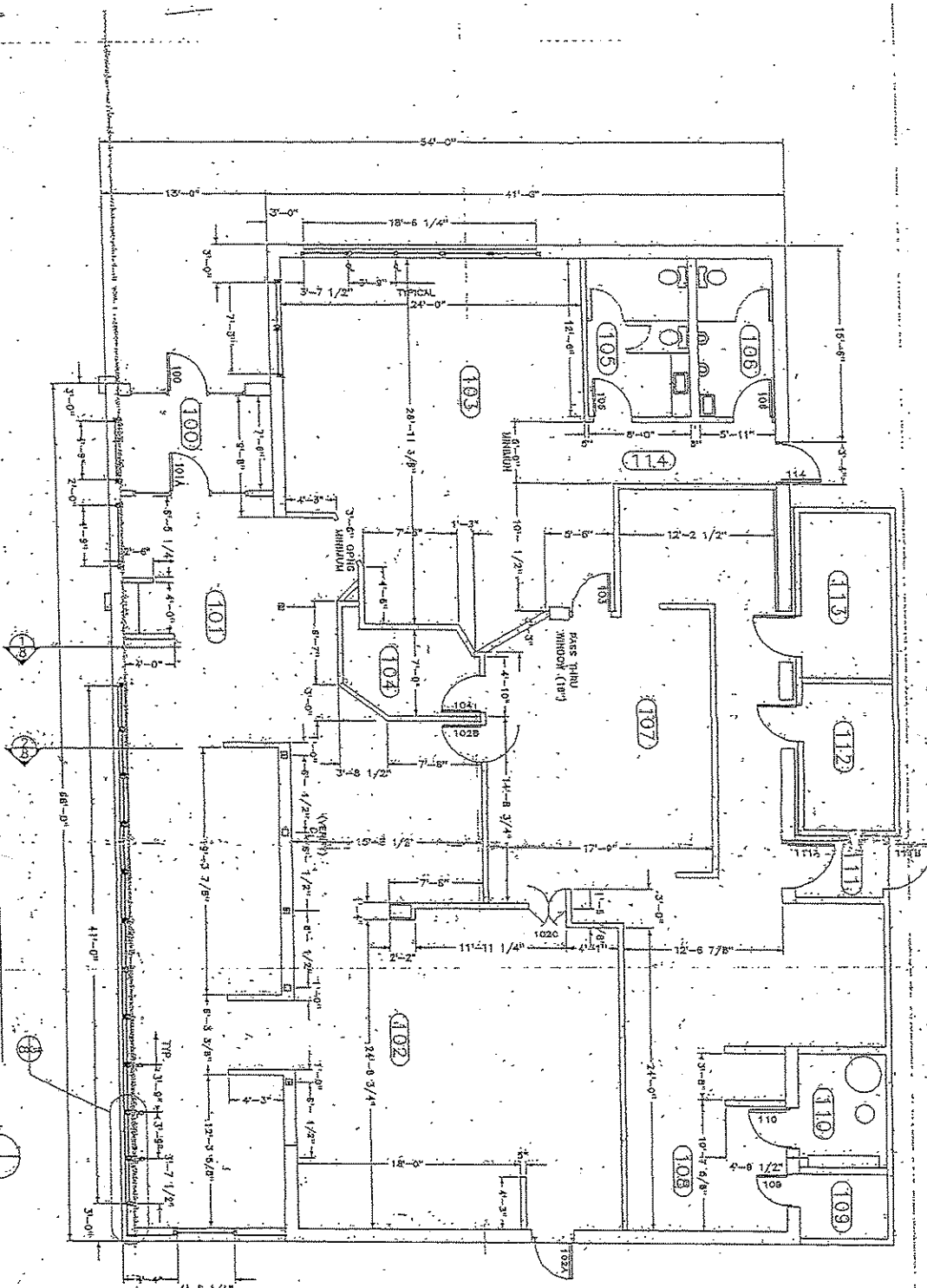
Sincerely,



Kim R. Jacobsen

Enc.

ARCHITECTURAL FLOOR PLAN



**RILEY'S RESTAURANT & LOUNGE**  
 920 MADISON AVENUE  
 MANKATO, MINNESOTA

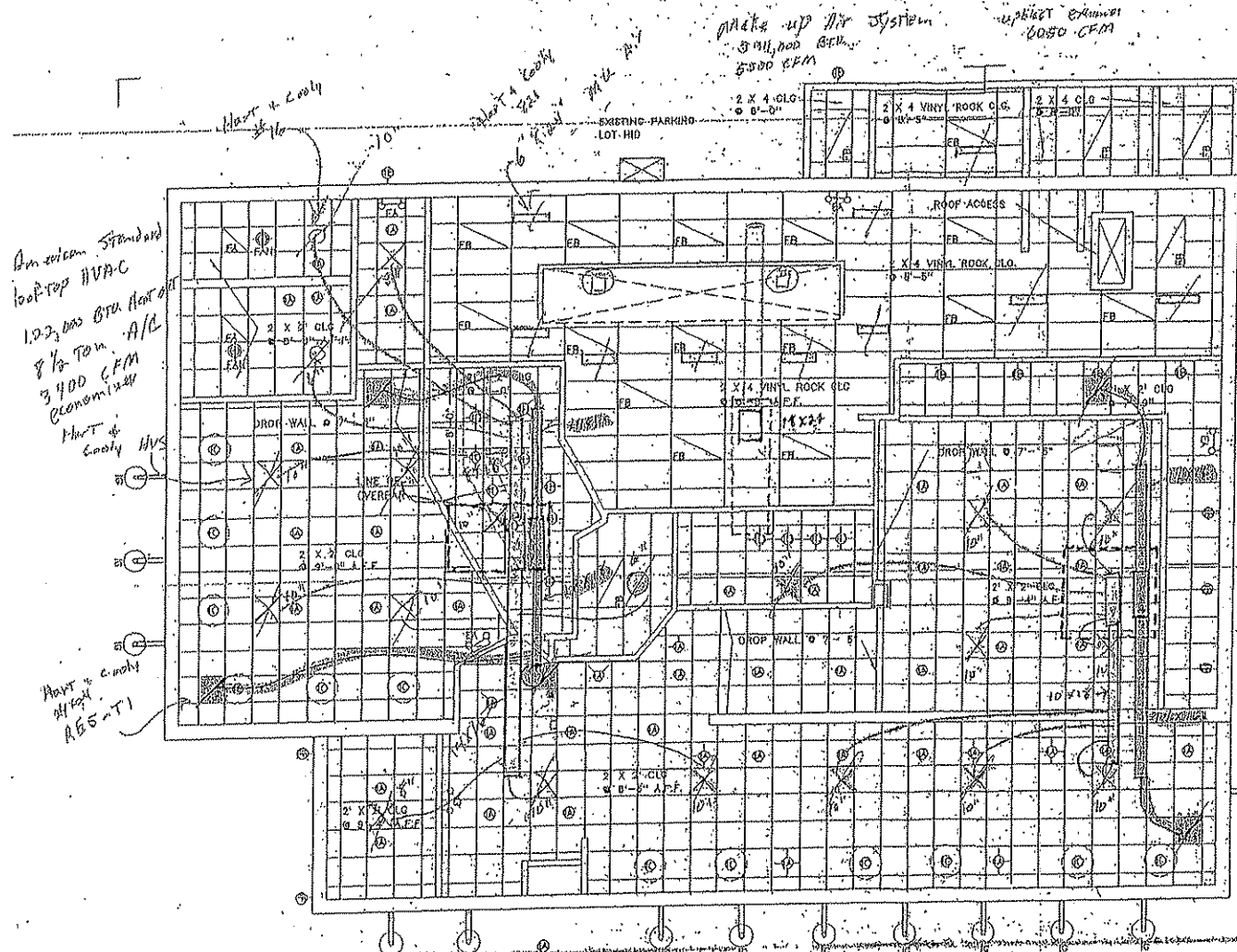
I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 DATE 11/15/94 REG. NO. 17440

DATE 9/28/94  
 SCALE 1/8" = 1'-0"  
 REVISIONS:  
 NOV 1 1994

**KRJ ASSOCIATES**  
 P.O. BOX 835  
 LONG LAKE, MINNESOTA  
 (612) 479-3925  
 FAX 479-3929

SHEET No:  
**A2**  
 Project No.  
 06894-1

EXHIBIT I



REFLECTED CEILING PLAN 1/8" = 1'-0"

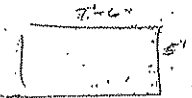
DIFFUSER	SIZE	COLOR	TYPE
A	24x24	10"	HUE
B	24x24	8"	HUS
C	10" ROUND	6"	#16
D	24x24	RA	REB-TI
E	24x24	RA	T70D
F	8"X6"	RA	T70D
G	12x6	6"	B21
H	10x10	6"	T70D

American Standard  
Roof Top HVAC  
1.23 tons BTX Heat out  
8 1/2 Ton  
3400 CFM  
Economizer

Make up Air System  
3000 CFM  
5500 CFM

Heil Roof Top HVAC  
Has rec BTX Heat out  
7 1/2 Ton A/C  
3000 CFM  
Economizer

94-3335



DATE 9/28/94 SCALE 1/8" = 1'-0" REVISIONS: NOV 14 1994

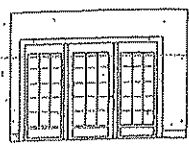
CHABLEY'S RESTAURANT & LOUNGE  
820 MADISON AVENUE  
MANKATO, MINNESOTA

KRJ ASSOCIATES  
P.O. BOX 835  
LONG LAKE, MINNESOTA  
(952) 479-8898  
FAX 477-9828

SHEET NO. **A6**  
PROJECT NO. 00994-1

PERMIT NO. 00994-1

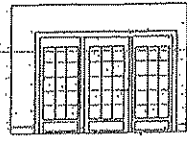
DATE 10/14/94 REC. NO. 1146



100A ELEVATION  
1/4" = 1'-0"



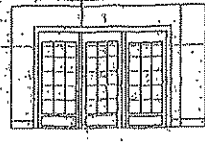
100B



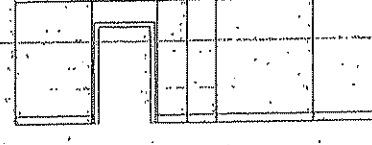
100C



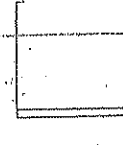
100D



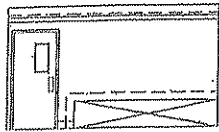
101A ELEVATION  
1/4" = 1'-0"



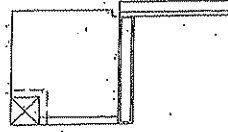
101B



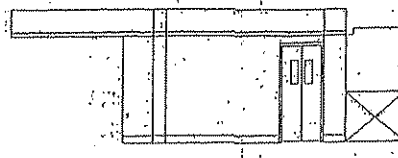
101C



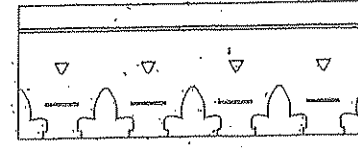
101D ELEVATION  
1/4" = 1'-0"



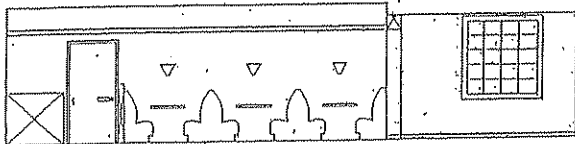
101E



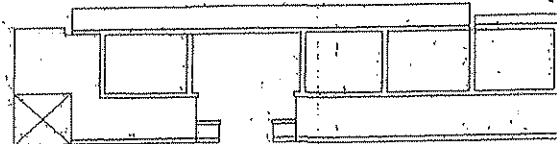
101F



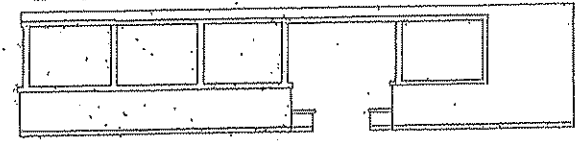
101G



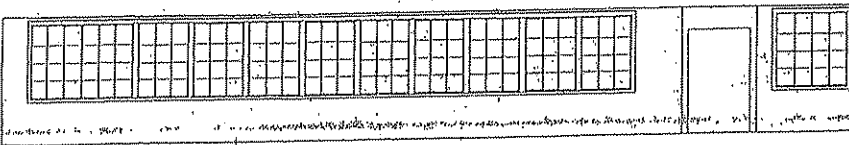
101H



101I ELEVATION  
1/4" = 1'-0"



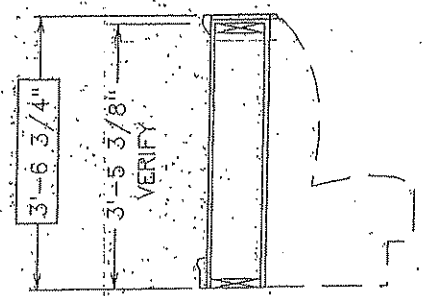
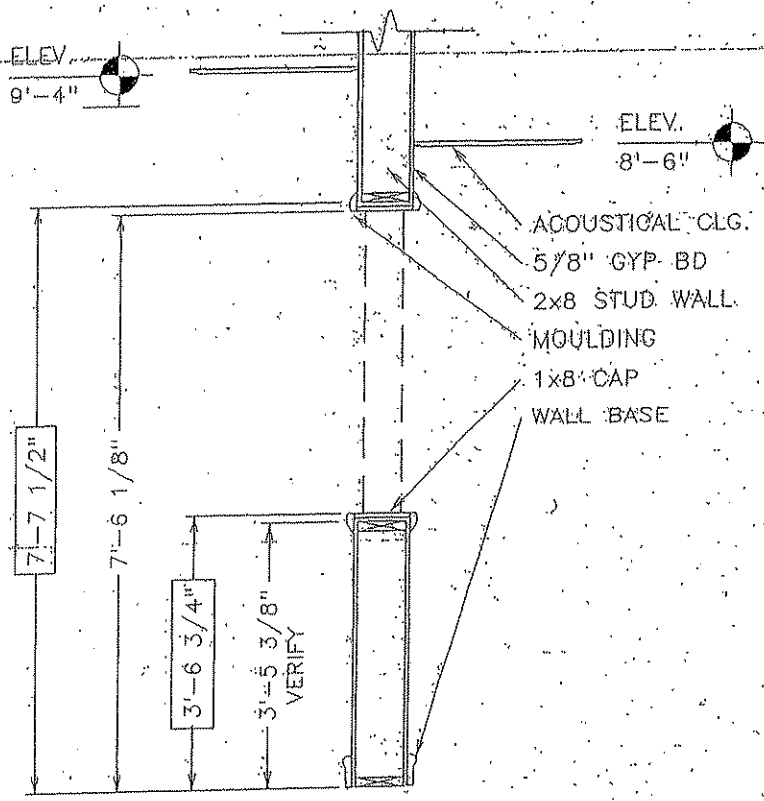
101J



101K ELEVATION  
1/4" = 1'-0"

ELEV.  
9'-4"

ELEV.  
8'-6"



1 ATRIUM WALL

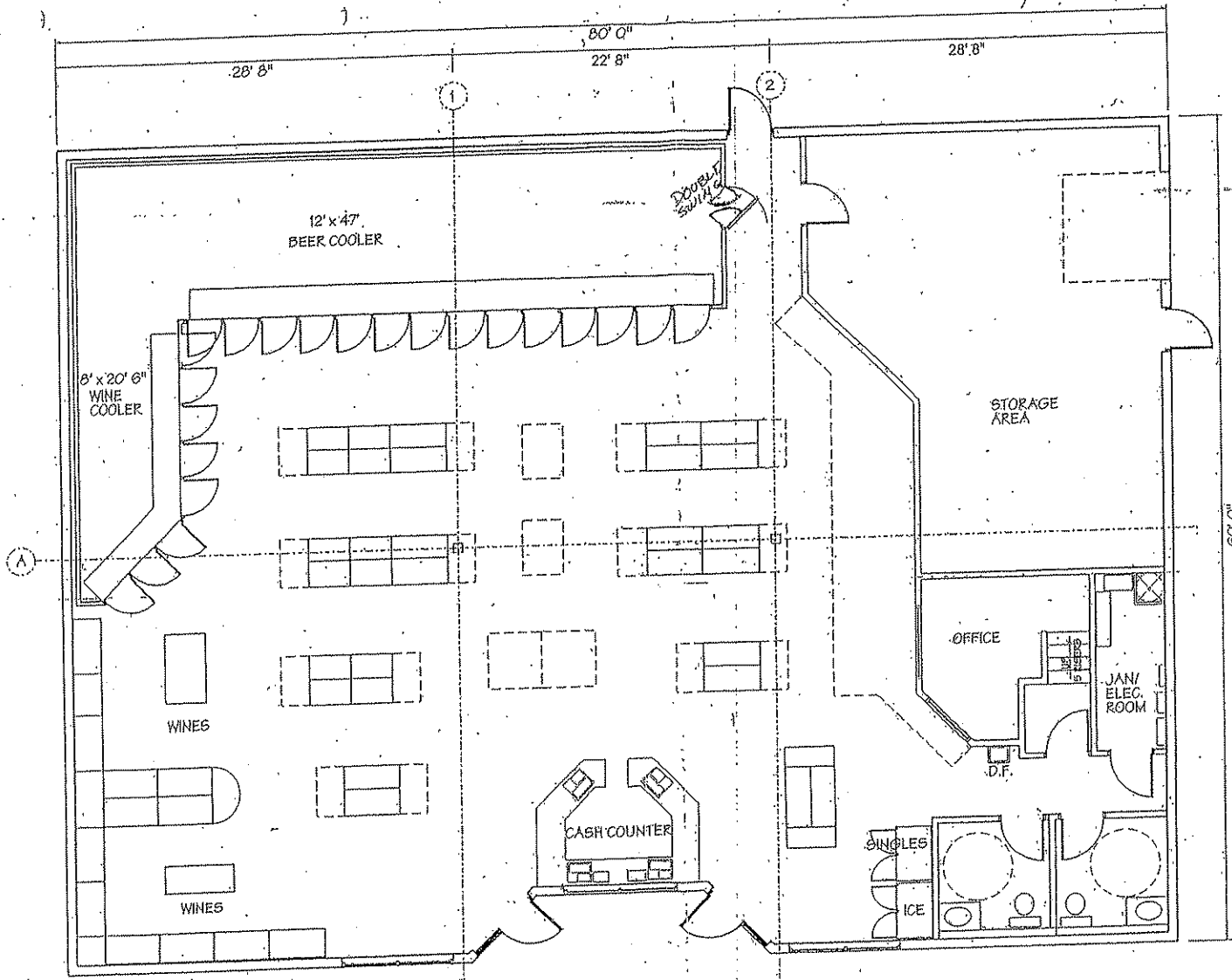
2 LOW WALL

CHARLEY'S RESTAURANT & LOUNGE  
920 MADISON AVENUE  
MANKATO, MINNESOTA

DATE NOV 14 1994  
SCALE:  
REVISIONS:

KRJ ASSOCIATES  
P.O. BOX 695  
LONG LAKE, MINNESOTA  
(612) 479-2414 FAX 479-2422

SHEET NO.  
PROJECT NO.



FLOOR PLAN 1/8" = 1'-0"  
 4,800 sf BUILDING  
 2,865 sf SALES FLOOR  
 725 sf COOLER  
 740 sf STORAGE  
 710 sf OFFICE/SERV. CIRC.

# EXHIBIT J

DATE: FEB. 23, 1996  
 SCALE: AS NOTED  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]

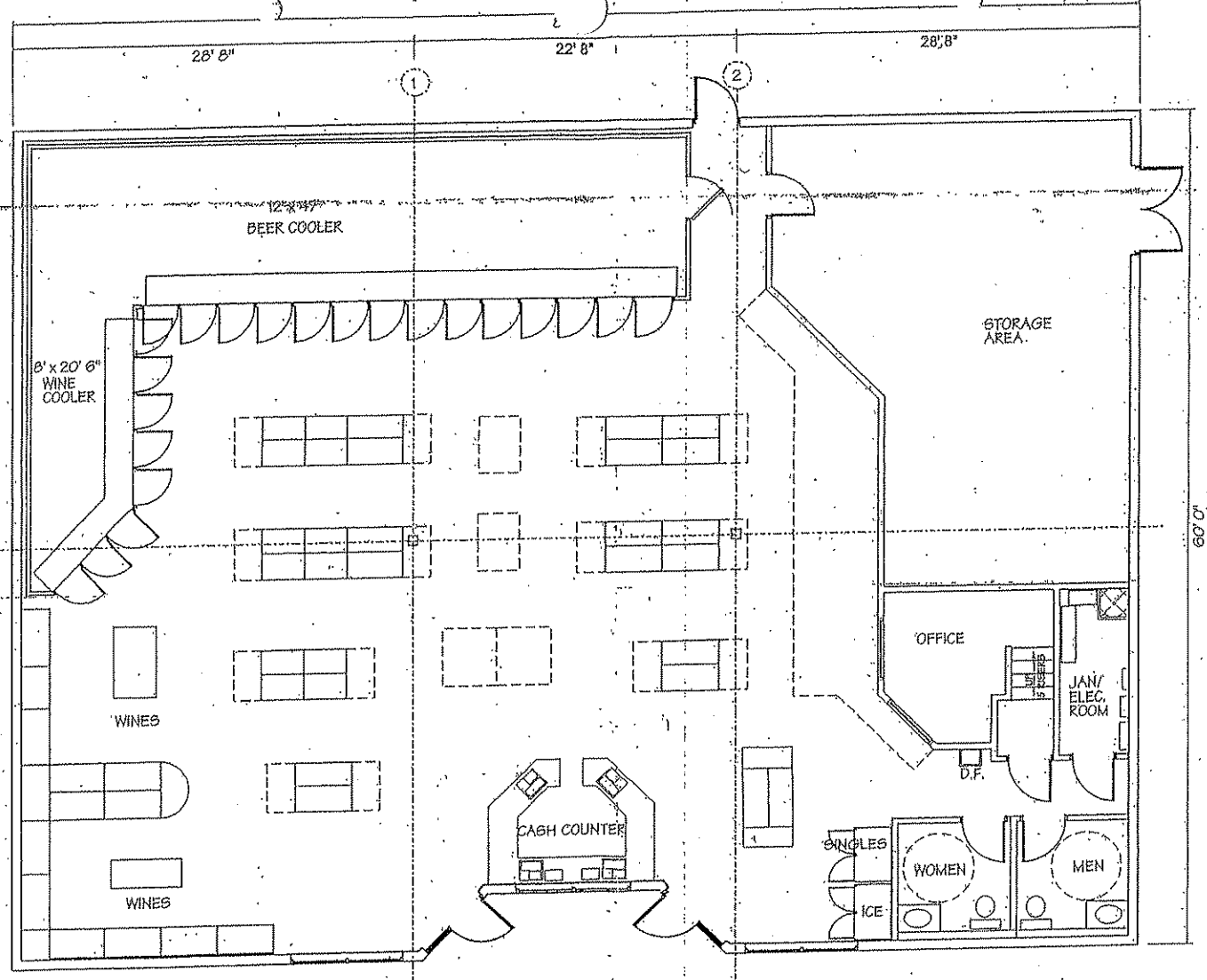
PROFESSIONAL SEAL  
 ARCHITECTURAL  
 REGISTERED PROFESSIONAL ARCHITECT  
 STATE OF MINNESOTA  
 NO. [blank] EXPIRES [blank]

KRJ ASSOCIATES  
 1000 W. WASHINGTON ST.  
 ST. PAUL, MN 55102  
 (612) 291-1111

FLOOR PLAN

RICK'S LIQUOR  
 140TH STREET  
 RICE, MINNESOTA

SHEET NO  
 A1.1



FLOOR PLAN 1/8" = 1'-0"  
 4,800 sf BUILDING  
 2,665 sf SALES FLOOR  
 725 sf COOLER  
 755 sf STORAGE  
 655 sf OFFICE/SERV. CIRC.

REVISIONS  
 NO. DATE DESCRIPTION  
 1 11/15/99

DATE FEB 23, 1999  
 SCALE AS NOTED  
 DRAWN BY  
 CHECKED BY

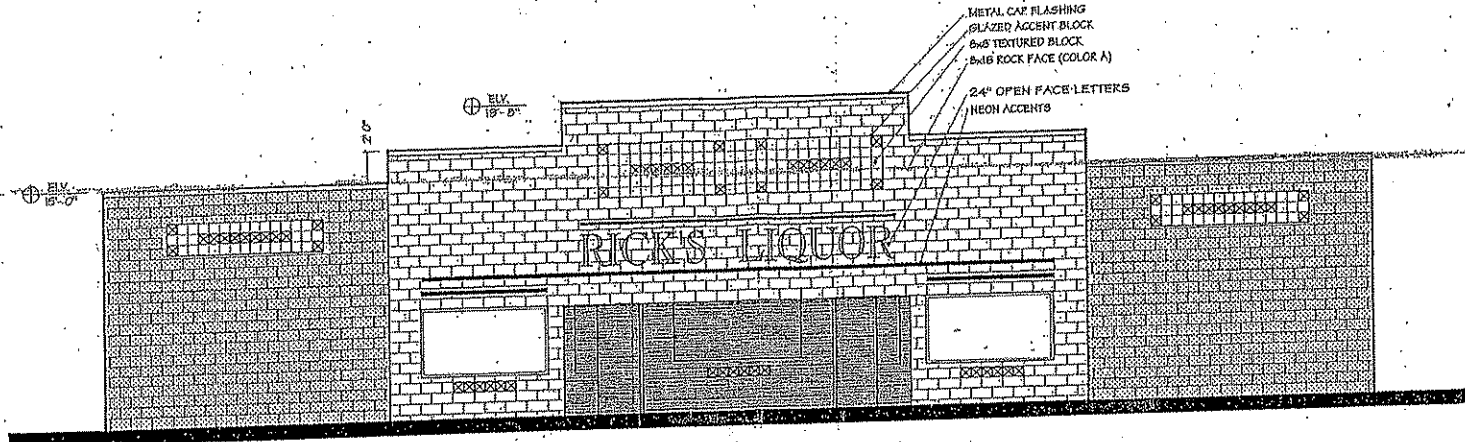
PROJECT: 1001-1001-001  
 PROFESSIONAL ARCHITECT  
 1001-1001-001  
 1001-1001-001  
 1001-1001-001  
 1001-1001-001

KRJA ASSOCIATES  
 1001-1001-001  
 (612) 781-1001

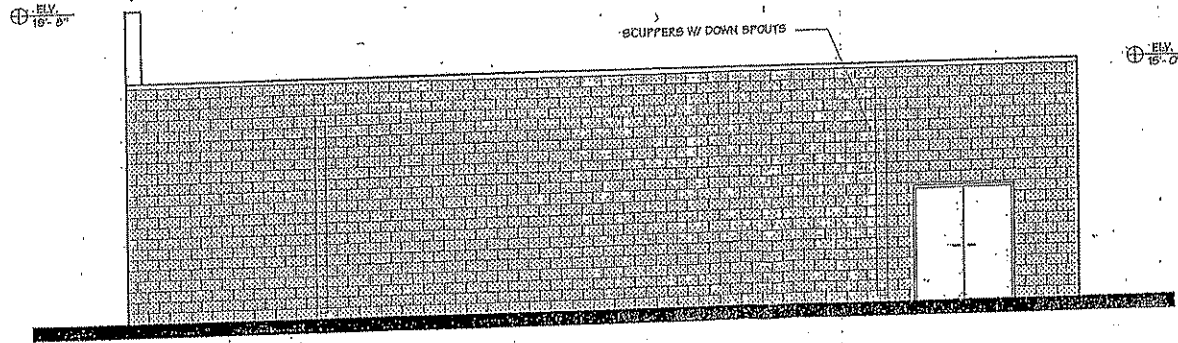
FLOOR PLAN

KICKS LIQUOR  
 1001-1001-001  
 HUGO, MINNESOTA

FILED IN  
 AT 1  
 00111-1



FRONT ELEVATION 1/8" = 1'-0"



WEST ELEVATION 1/8" = 1'-0"

REVISIONS:  
 DATE: FEB. 23, 1988  
 DRAWN BY: J. J. JENSEN  
 CHECKED BY: J. J. JENSEN

DATE: FEB. 23, 1988  
 DRAWN BY: J. J. JENSEN  
 CHECKED BY: J. J. JENSEN

MADE IN THE U.S.A.  
 ARCHITECT: KRIJ ASSOCIATES  
 1000 LAKE AVENUE, SUITE 200  
 MINNEAPOLIS, MINN. 55426  
 (612) 338-8888

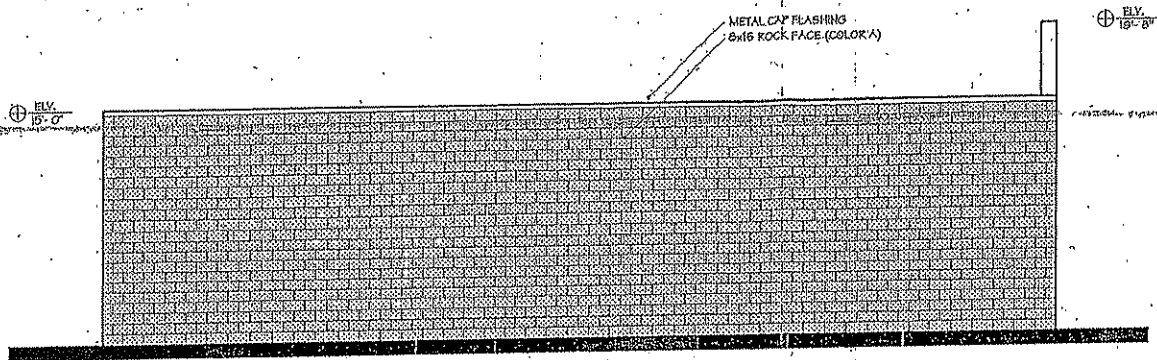
KRIJ ASSOCIATES  
 ARCHITECTS  
 1000 LAKE AVENUE, SUITE 200  
 MINNEAPOLIS, MINN. 55426  
 (612) 338-8888



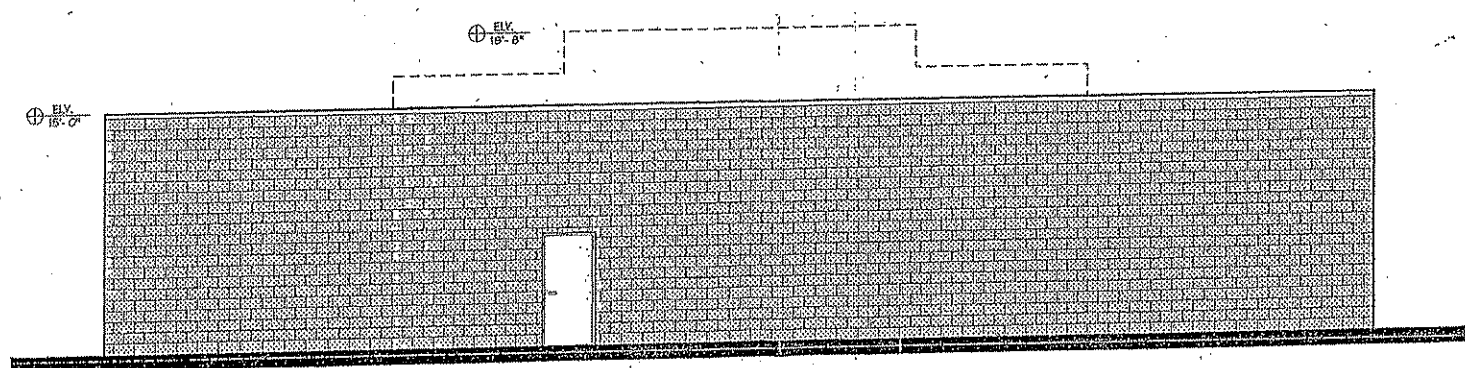
ELEVATIONS

RICK'S LIQUOR  
 3401 STREET  
 RUCO, MINNESOTA

SHEET NO.  
 A2.1  
 PROJECT NO.  
 881114



EAST ELEVATION 1/8" = 1'-0"



BACK ELEVATION 1/8" = 1'-0"

REVISIONS

REVISIONS: 20, 0819  
 DATE: 03/17/08  
 DRAWN BY: CHERIE B. G.  
 CHECKED BY:

KRJ ASSOCIATES  
 100 W. WISCONSIN ST. SUITE 200  
 MILWAUKEE, WI 53233  
 TEL: 414.224.8800 FAX: 414.224.8801

ELEVATIONS

RICK'S LIQUOR  
 140TH STREET  
 HUBO, MINNESOTA

SHEET NO.  
**A22**  
 TOTAL SHEETS 11

# RICK'S LIQUOR

## HUGO, MINNESOTA

### PROJECT INFO

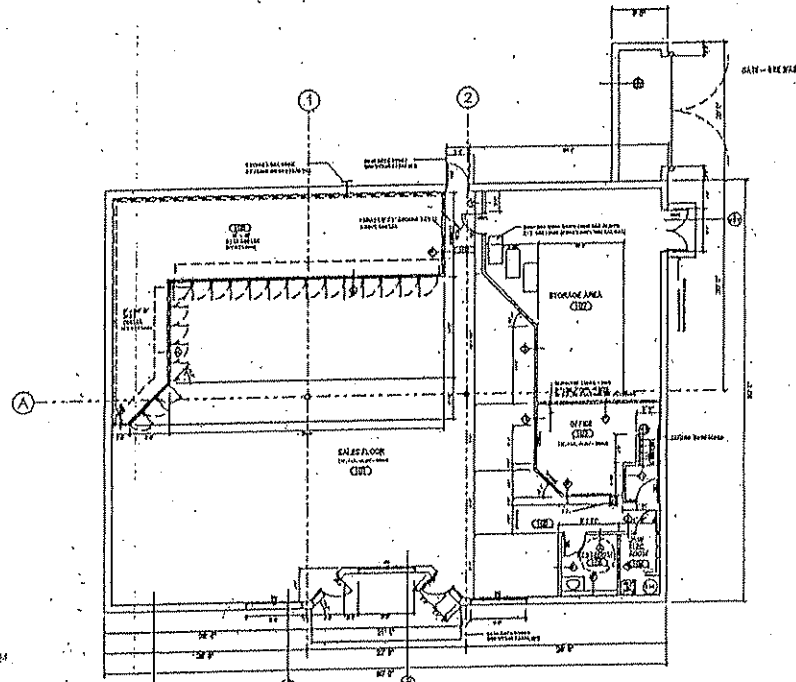
ZONING	(RS) RESIDENTIAL SERVICE
SITE AREA	1.5 ACRES
PARKING	
AUTO	25 (1) H.C. SPACE
BUILDING	
GALEO AREA	2,610 sf
OFFICE AREA	170 sf
COOLER	726 sf
STORAGE	800 sf
TOTAL BUILDING	4,745 sf

BUILDING CODE DATA SOURCE: UNIFORM BUILDING CODE - 1997

- OCCUPANCY GROUP M (MERCANTILE)
- CONSTRUCTION TYPE TYPE I-N (NOT SPINKLED)
- ALLOWABLE AREA 12,000 S.F.
- ALLOWABLE HEIGHT - 65'-0"
- BUILDING SEPARATION - NONE REQUIRED
- FIRE DIVISION WALLS - NONE REQUIRED
- FIRE RESISTIVE REQUIREMENTS (TABLE 6A)
  - EXTERIOR BEARING WALL - NO REQUIREMENT
  - INTERIOR BEARING WALL - NO REQUIREMENT
  - EXTERIOR NON-BEARING WALL - NO REQUIREMENT
  - STRUCTURAL FRAME - NO REQUIREMENT
  - SHAFT ENCLOSURES - 1 HOUR
  - FLOORS - NO REQUIREMENT
  - ROOF - NO REQUIREMENT
- OCCUPANT LOAD (55,000 sf building area)
  - OCCUPANT LOAD FACTOR - GROUP M (MERCANTILE) 50 SF/OCCUPANT
  - OCCUPANT BUILDING LOAD 159 OCCUPANTS
- PLUMBING FIXTURE REQUIREMENTS - (TABLE A-20-A)
  - OCCUPANT LOAD FACTOR = 200 SF/OCCUPANT
  - OCCUPANT LOAD (4,745 sf / 200 sf) = 24 OCCUPANTS
- REQUIRED FIXTURES -
  - WATER CLOSETS (1) REQUIRED
  - LAVATORIES (1) REQUIRED
  - SECTION 2902.3 - NUMBER OF EMPLOYEES DOES NOT EXCEED (M). SEPARATE FACILITIES DO NOT HAVE TO PROVIDED FOR EACH SEX
- NO ROOF ACCESS REQUIRED - ALL FURNACES ARE SUSPENDED IN ROOM #102  
ALL REFRIGERATION EQUIPMENT IS LOCATED ON THE CONCRETE PAD EAST (BACK) OF BUILDING

### BUILDING ENERGY CALCULATIONS

<b>A. HEAT LOSS AND GAIN CALCULATION</b>	
1. Indoor Design Temperature	T <sub>i</sub> = 70 deg.
2. Outdoor Design Temperature	T <sub>o</sub> = 50 deg.
3. Change in Outdoor Temperature	ΔT = 20 deg.
4. Solar Factor	SF = 1.2
5. Annual Heating Degree Days	HDD = 4,000
<b>B. HEAT LOSS BY CONDUCTION</b>	
1. Maximum heat loss through walls	Q <sub>w</sub> = 823
2. Maximum heat loss through roof	Q <sub>r</sub> = 608
<b>C. INCREASED ENERGY BUDGET</b>	
1. Maximum wall energy budget (20 x 1,145)	= 22,900
2. Maximum roof energy budget (20 x 1,710)	= 34,200
<b>TOTAL ALLOWED ENERGY BUDGET = 57,100</b>	
<b>D. ACTUAL WALL CONSTRUCTION</b>	
1. Total Wall Area (G.S.A.)	11,450
2. Outside Air Film	R = 0.17
3. Inside Air Film	R = 0.68
4. Total R Value	R = 0.85
5. U Value	U = 1.18
6. Heat Loss	Q <sub>w</sub> = 1,145
<b>E. ACTUAL ROOF CONSTRUCTION</b>	
1. Total Roof Area (G.S.A.)	1,710
2. Outside Air Film	R = 0.17
3. Inside Air Film	R = 0.68
4. Total R Value	R = 0.85
5. U Value	U = 1.18
6. Heat Loss	Q <sub>r</sub> = 608
<b>TOTAL ACTUAL ROOF CONSTRUCTION = 1,145 SF</b>	
<b>TOTAL ACTUAL ROOF CONSTRUCTION = 1,145 SF</b>	
<b>TOTAL ACTUAL ENERGY BUDGET = 1,145 SF</b>	

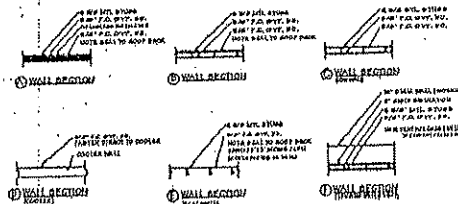


FLOOR PLAN 1/8" = 1'-0"  
4,745 of BUILDING

### ROOM FINISH SCHEDULE

ROOM NO.	ROOM DESCRIPTION	FLOOR MATERIAL	FLOOR FINISH	WALL SADE	WALL LATERAL	WALL FINISH	CERNO MATERIAL	CERNO HEIGHT	REMARKS
01	BASE AREA	CONCRETE	SEALER	CONCRETE	CONCRETE	CONCRETE	CONCRETE	8'-0"	
02	OFFICE	WOOD	PAINT	CONCRETE	CONCRETE	PAINT	CONCRETE	8'-0"	
03	STORAGE AREA	CONCRETE	SEALER	CONCRETE	CONCRETE	CONCRETE	CONCRETE	8'-0"	
04	RESTROOM	CONCRETE	PAINT	CONCRETE	CONCRETE	PAINT	CONCRETE	8'-0"	
05	COOLER	CONCRETE	SEALER	CONCRETE	CONCRETE	CONCRETE	CONCRETE	8'-0"	
06	STORAGE AREA	CONCRETE	SEALER	CONCRETE	CONCRETE	CONCRETE	CONCRETE	8'-0"	

### INTERIOR WALL TYPES



REVISIONS:  
DATE: MAY 24, 1999  
DRAWN BY: [Name]  
CHECKED BY: [Name]

PROJECT NO. [Number]  
SHEET NO. [Number]  
DATE: MAY 24, 1999  
DRAWN BY: [Name]  
CHECKED BY: [Name]

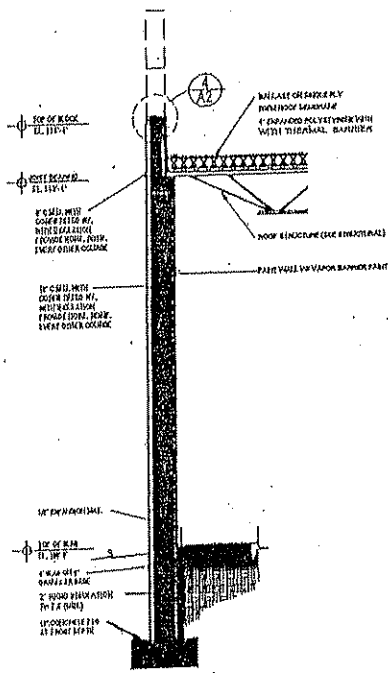
KRJ ASSOCIATES  
P.O. BOX 1000  
HUGO, MN 55030  
PH: 612-471-1111  
FAX: 612-471-1112

ELEVATIONS

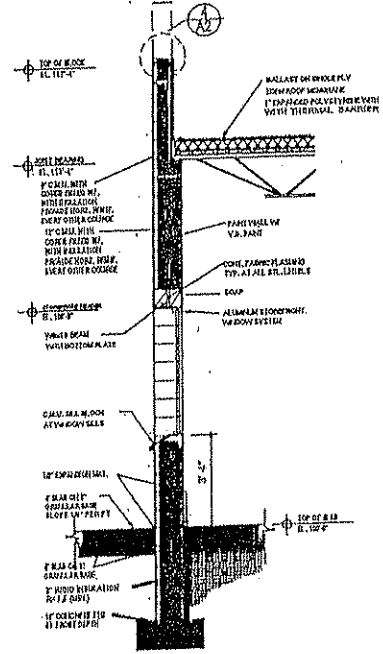
RICK'S LIQUOR  
10475 STREET  
HUGO, MINNESOTA

SHEET NO. A1.1

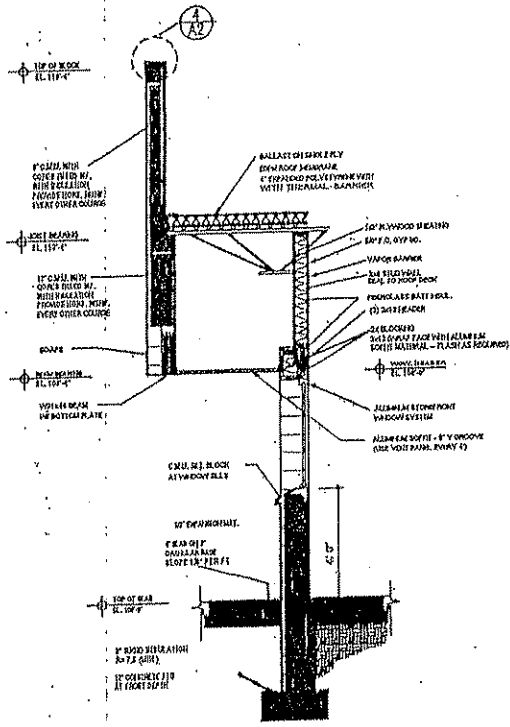




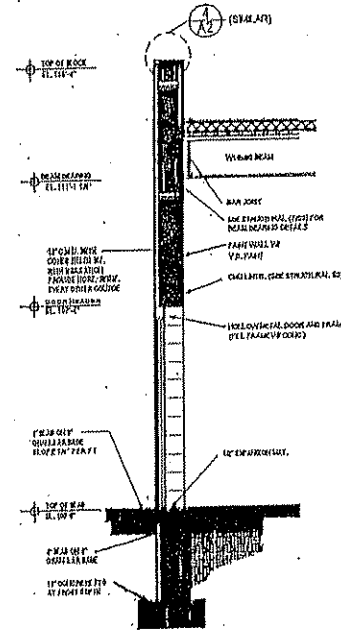
1 WALL SECTION  
A3.1 1/2" = 1'-0"



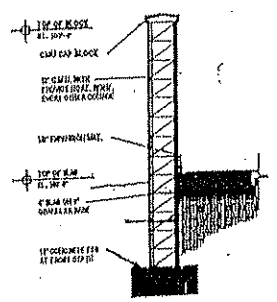
2 WALL SECTION  
A3.1 1/2" = 1'-0"



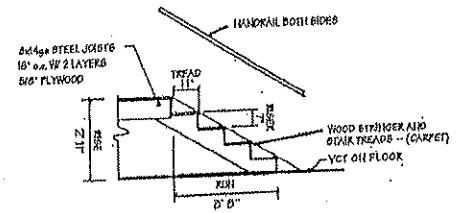
3 WALL SECTION  
A3.1 1/2" = 1'-0"



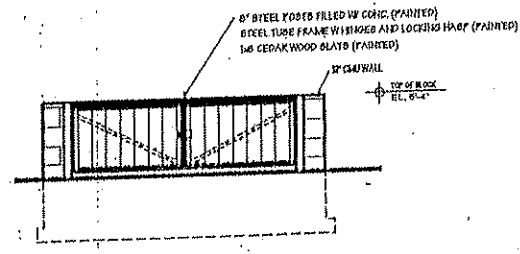
4 WALL SECTION  
A3.1 1/2" = 1'-0"



6 WALL SECTION  
A3.1 1/2" = 1'-0"



6 STAIR SECTION  
A3.1 1/2" = 1'-0"



7 TRASH GATE  
A3.1 1/4" = 1'-0"

REVISIONS:

DATE: JULY 20, 1989  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

KRJ ASSOCIATES  
 Long Beach, N.C. 28088  
 (910) 438-1111

SECTIONS

RICKS LIGUOR  
 NORTH STREET  
 BIGDOW, MINNESOTA

SHEET NO.  
 A3.1



# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356

RECEIVED

April 29, 2003

Case #2002-0008

Minn. Bd. Of AELSLAGID  
85 East 7<sup>th</sup> Place -- Suite #160  
St. Paul, MN 55101

Attn: Benjamin Barker

Dear Mr. Barker,

In response to your letter dated 4-17-03, I have put together the following information.

I am attaching my business card and promotional information for your review. I have attempted to contact Mr. Jackson many times with regards this situation, but I have not been able to reach him.

The last address of record is: WJ Ltd.  
622 Mendelssohn  
Golden Valley, MN  
(612) 593-2519

The following projects have been attached with the comments below.

**Charley's Restaurant, Mankato** – This was an interior design project of an existing restaurant. Engineers were hired to verify the kitchen fire had not damaged the roof structure. We have no drawings or documents on this project. As mentioned in our previous correspondence, our archives were water damaged during the very wet spring of 2001.

**Hawkin's Express Wash** – This project was done in association with Dick Rice – Architect. He directed and supervised the architectural phase of the project. This project was never built. See attached drawing set and copy of certification.

**Rick's Liquor Hugo** – I was associated with Walter Jackson at this time on Enggren's, he work directed and provided certification for the project. The General contractor was ECI Building Contractors, Mendota Heights, MN

EXHIBIT K

**Curves for Women** – This project was the interior remodeling of an existing mall space. We proposed to open the exterior wall and make a window so we used a consultant for the engineering. This project was stopped in the final drawing phase and never completed.

**Marshview Business Center** – I worked in association with Dick Rice – Architect. He directed the architectural phase of the project and provided the required certification. This project was never built. See attached drawing set and copy of certification.

I hope this information helps explain to the committee that there was never an attempt to do any architectural or engineering work without involvement and direction from consultants. I have worked hard to stay within the statutes of the law and stay within the requirements of code with regards to this issue.

Again, I look for a resolve and clarification of these issues in a quick and timely manor.

Sincerely,

  
Kim R. Jacobsen

Enc.

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356  
612/479-3905 FAX/479-3929

## INVOICE

INVOICE # 99210

PROJECT # 99111-1

DATE: 2/5/99

TO: RICK AND KELLY LINDSTROM  
C/O BRENT LINDSTROM  
ECI BUILDING CONTRACTORS  
1355 MENDOTA HEIGHTS RD  
SUITE 180  
MENDOTA HEIGHTS, MN 55120

RE: RICK'S LIQUOR

BILLING PERIOD: JANUARY 1999

Payment is requested for the following hourly charges:

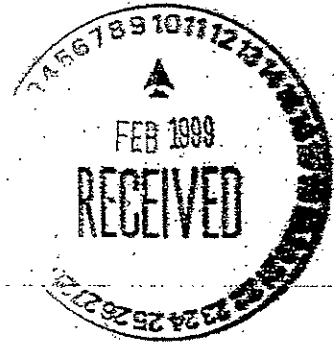
Preliminary site plan and building layout. Meeting with client and engineer.

FEE: Principal @ \$85/hr. X 12.0 hrs. = \$ 1,020.00

REIMBURSABLE COSTS: Printing & Reproductions/Plots = \$ 8.54

TOTAL AMOUNT DUE THIS INVOICE = \$ 1,028.54

NO.	AMT	ME
GL		
PHG		
POSTED		
DATE	DATE	



*need job  
contract*

THIS INVOICE IS DUE UPON RECEIPT

PLEASE PAY PROMPTLY TO AVOID A 1.8% PER MONTH SERVICE FEE

EXHIBIT L

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356  
612/479-3905 FAX/479-3929



## INVOICE

INVOICE # 99220

PROJECT # 99111-1

DATE: 3/10/99

TO: RICK AND KELLY LINDSTROM  
C/O BRENT LINDSTROM  
ECI BUILDING CONTRACTORS  
1355 MENDOTA HEIGHTS RD  
SUITE 180  
MENDOTA HEIGHTS, MN 55120

RE: RICK'S LIQUOR

BILLING PERIOD: FEBRUARY 1999

Payment is requested for the following hourly charges:

~~APRD \_\_\_\_\_ POSTED \_\_\_\_\_  
DATE \_\_\_\_\_ DATE \_\_\_\_\_~~

*Red  
work  
x Job #*

Revisions to floor plan and site plan as discussed and directed.  
Preparation of exterior elevations noting materials and signage options.  
Review meeting and project coordination with City for Planning Commission  
submittal.

FEE: Principal @ \$85/hr. X 8.0 hrs.	=	\$ 680.00
Drafting @ \$45/hr. X 4 hrs.	=	\$ 180.00
CONSULTANTS: I & S Engineers	=	\$ 775.00
REIMBURSABLE COSTS: Printing & Reproductions/Plots	=	\$ 14.92
Postage/Overnight	=	\$ 18.45
<b><u>TOTAL AMOUNT DUE THIS INVOICE:</u></b>	=	<b><u>\$ 1,668.37</u></b>

**THIS INVOICE IS DUE UPON RECEIPT**

PLEASE PAY PROMPTLY TO AVOID A 1.8% PER MONTH SERVICE FEE.

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356  
612/479-3905 FAX/479-3929

## INVOICE

INVOICE # 99230

PROJECT # 99111-1

DATE: 7/8/99

TO: RICK AND KELLY LINDSTROM  
C/O BRENT LINDSTROM  
EOI BUILDING CONTRACTORS  
1355 MENDOTA HEIGHTS RD.  
SUITE 180  
MENDOTA HEIGHTS, MN 55120

RE: RICK'S LIQUOR

BILLING PERIOD: JUNE 1999

V #	2458	AMT	1904.51
INV #	99230	GL	5000
JOB #	99214	PHS	1000
APR'D		POSTED	
DATE		DATE	7/30

Payment is requested for the following hourly charges:

Preparation of color rendering. Project coordination with city administrator, building official, and I & S Engineers. Start final construction drawings and specifications.

FEE: Principal @ \$85/hr. X 12.0 hrs.  
Drafting @ \$45/hr. X 19 hrs.

= \$ 1,020.00  
= \$ 855.00

CONSULTANTS:

REBURSABLE COSTS: Printing & Reproductions/Plots  
Postage/Overnight

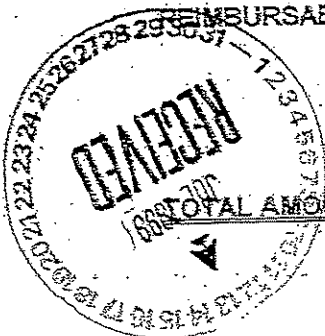
= \$ 16.56  
= \$ 12.95

TOTAL AMOUNT DUE THIS INVOICE:

= \$ 1,904.51

**THIS INVOICE IS DUE UPON RECEIPT**

PLEASE PAY PROMPTLY TO AVOID A 1.8% PER MONTH SERVICE FEE



# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356

612/479-3905 FAX/479-3929

## INVOICE

INVOICE # 99240

PROJECT # 99111-1

DATE: 8/10/99

TO: RICK AND KELLY LINDSTROM  
C/O BRENT LINDSTROM  
ECI BUILDING CONTRACTORS  
1355 MENDOTA HEIGHTS RD  
SUITE 180  
MENDOTA HEIGHTS, MN 55120

RE: RICK'S LIQUOR

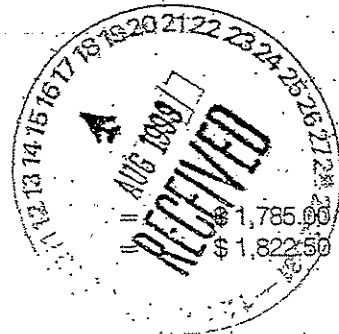
V# \_\_\_\_\_ AMT \_\_\_\_\_ ME \_\_\_\_\_  
INV # \_\_\_\_\_ CL \_\_\_\_\_  
JOB # \_\_\_\_\_  
APP'D \_\_\_\_\_  
DATE \_\_\_\_\_

BILLING PERIOD: JULY 1999

Payment is requested for the following hourly charges:

Final construction drawings and specifications.

FEE: Principal @ \$85/hr. X 21.0 hrs.  
Drafting @ \$45/hr. X 40.5 hrs.



CONSULTANTS: I & S Engineers = \$ 4,175.00

REIMBURSABLE COSTS: Printing & Reproductions/Plots = \$ 42.18  
Postage/Overnight = \$ 64.22

TOTAL AMOUNT DUE THIS INVOICE: = \$ 7,888.90

THIS INVOICE IS DUE UPON RECEIPT

PLEASE PAY PROMPTLY TO AVOID A 1.8% PER MONTH SERVICE FEE

# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356

612/479-3905 FAX/479-3929

## INVOICE

INVOICE # 99250

PROJECT # 99111-1

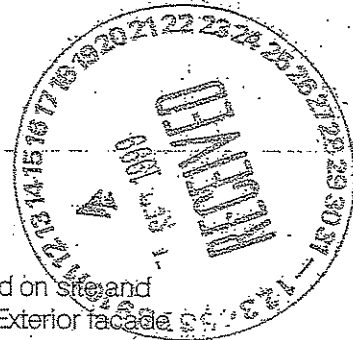
DATE: 9/9/99

TO: RICK AND KELLY LINDSTROM  
C/O BRENT LINDSTROM  
ECI BUILDING CONTRACTORS  
1355 MENDOTA HEIGHTS RD  
SUITE 180  
MENDOTA HEIGHTS, MN 55120

RE: RICK'S LIQUOR

BILLING PERIOD: AUGUST 1999

Payment is requested for the following hourly charges:



Revisions to plans as requested to move building forward on site and revise interior office and janitor/mechanical room area. Exterior facade parapet detail changes to eliminate need for structural roof bracing.

FEE: Principal @ \$85/hr. X 1 hr. = \$ 85.00  
Drafting @ \$45/hr. X 3.5 hrs. = \$ 157.50

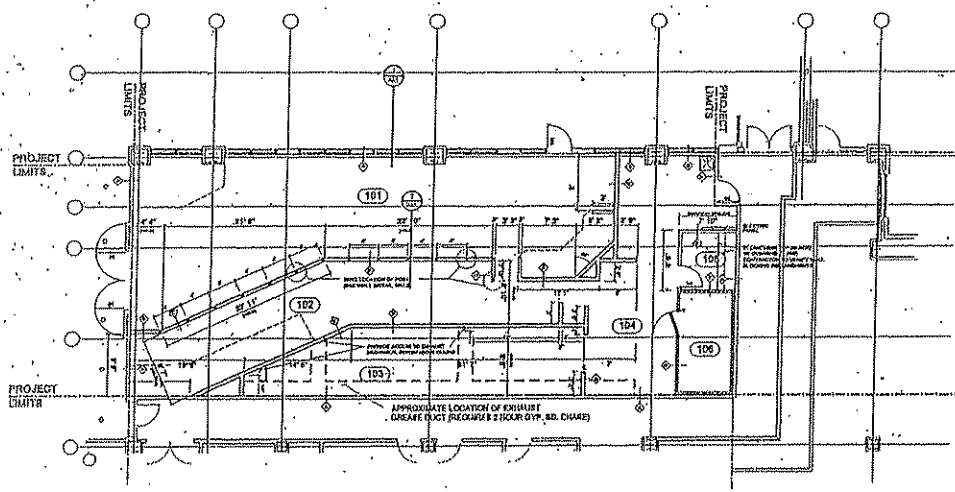
CONSULTANTS: I & S Engineers = \$ 375.00

REIMBURSABLE COSTS: Postage/Delivery. = \$ 32.80  
Prints/Plots - Albinsons = \$ 348.30  
Construction prints as requested by Brent

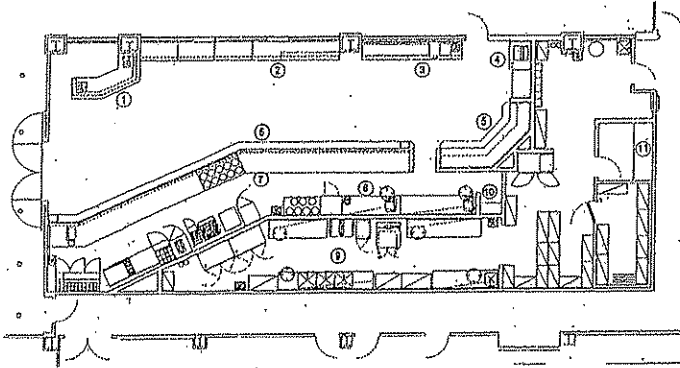
TOTAL AMOUNT DUE THIS INVOICE: = \$ 998.60

THIS INVOICE IS DUE UPON RECEIPT

PLEASE PAY PROMPTLY TO AVOID A 1.8% PER MONTH SERVICE FEE



FLOOR PLAN 1/8" = 1'-0"  
2,785 ± LEASE SPACE  
1,818 ± FINISHED FLOOR  
1,000 ± MECHANICAL ROOMS



FIXTURE PLAN 1/8" = 1'-0"

NOTE: SEE FIXTURE EQUIPMENT DRAWINGS FOR TYPES AND LOCATIONS OF MECHANICAL EQUIPMENT AND FIXTURES AND RELATED WALL BLOCKING. CABINETS AND TOP MATERIALS NOTES ARE GIVEN FOR REFERENCE ONLY. CABINETS AND TOPS ARE SUPPLIED AND INSTALLED BY OWNER. COORDINATION OF INSTALLATION AND REQUIRED BLOCKING BY GENERAL CONTRACTOR.

SCHEDULE OF COUNTERS AND TOPS  
(TOPS/VERTICES ONLY - SEE NOTE BELOW)

TYPE	MATERIAL	PROVIDED/FURNISHED BY
1. CASH COUNTER	B. STEEL	EQUIPMENT SUPPLIER
2. SERVICE / DEAD STOCK	CORIAN	EQUIPMENT SUPPLIER
3. COFFEE / SERVICE	O. STEEL	EQUIPMENT SUPPLIER
4. SERVICE	B. STEEL	EQUIPMENT SUPPLIER
5. BAR/AD BAR	CORIAN	EQUIPMENT SUPPLIER
6. BREAK-SERVE	CORIAN	EQUIPMENT SUPPLIER
7. CASHIER / FREEZ	LAMINATED WOOD	EQUIPMENT SUPPLIER
8. COOKING / FREEZ	B. STEEL	EQUIPMENT SUPPLIER
9. WETTER	B. STEEL	EQUIPMENT SUPPLIER
10. DECK TOP	NONE	EQUIPMENT SUPPLIER
11. DECK TOP	PLASTIC LAM.	NONE

NOTES:  
 (1) ALL EQUIPMENT FOR PUBLIC SERVICE SHALL BE EMPTY WITH HANDLES AND ACCORDINGLY Labeled 11/3/41/44/10  
 (2) SEE RETURN 2-13-58 FROM CURRY WILKINSON

BUILDING CODE DATA

OCCUPANCY: OFFICES 'GROUP "B"  
 BUILDING TYPE: OFFICES TYPE I  
 OCCUPANT LOAD (FLOOR/AREA): SALES AREA 1 PERSON / 150 sq. ft. x 1,000 sq. ft. = 70 OCCUPANTS  
 KITCHEN 1 PERSON / 200 sq. ft. x 1,000 sq. ft. = 5 OCCUPANTS  
 OCCUPANTS TOTAL: 75 OCCUPANTS TOTAL  
 \*BASED ON OCCUPANCY WITH NO REQUIRED SEPARATION BETWEEN TYPES.  
 TWO ENITS REQUIRED.  
 NO SEATING BY OFFICE - TABLES AVAILABLE IN COMMON AREAS SEATING AREA.  
 KESTROOM PLUMBING REQUIREMENTS ARE PROVIDED BY BASE BUILDING.

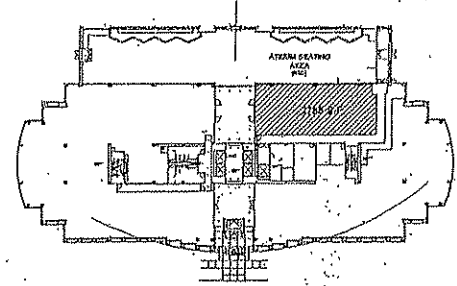
GENERAL NOTES:

- The landlord is responsible to pay for the interior side of the opening walls. It is understood that this will be done after the mechanical and electrical rough-ins are completed and inspected.
- Final building is subject to the Division requirements for fire and the interior elevations and sections.
- Structural ambient systems shall pass through the base building area. Note appropriate location on Floor Plan & Ref. Ceiling Plan ASL. Provide a 2-hour fire rated gap fill above service duct as required by code at terminating point at project limits.
- Stop wall at adjacent loads to be constructed after installation of adjacent loads by supplier. See Structural Ceiling Plan for location.
- Notes to hand of hand thru structure per ASL above ceiling made to be provided for.
- Note location of P.C.F. and above ASL Interior Division Edge. Run door to top of wall or ceiling with appropriate trim.

ROOM FINISH SCHEDULE

ROOM NO.	ROOM DESCRIPTION	FLOOR MATERIAL	FLOOR FINISH	WALL BASE MATERIAL	WALL MATERIAL	WALL FINISH	CEILING MATERIAL	CEILING HEIGHT	REMARKS
101	SALES AREA	CONCRETE	SEARED CONCRETE	1" WOOD BASE	GYPSUM BOARD	PAINT	OPEN	11'-0"	
102	FOOD PREP AREA	CONCRETE	GRANITE TILE	QUARRY TILE	QUARRY TILE	SCRAMBLE TILE	GYPSUM BOARD (STO)	11'-0"	
103	BACK KITCHEN AREA	CONCRETE	QUARRY TILE	QUARRY TILE	GYPSUM BOARD	PAINT	WOOD PLANK	8'-0"	
104	BRACE ROOM	CONCRETE	QUARRY TILE	QUARRY TILE	GYPSUM BOARD	PAINT	WOOD PLANK	8'-0"	
105	OFFICE	CONCRETE	QUARRY TILE	QUARRY TILE	GYPSUM BOARD	PAINT	WOOD PLANK	8'-0"	
106	TRINKET COOLER	CONCRETE	QUARRY TILE	S. STEEL	S. STEEL	S. STEEL	S. STEEL	7'-0"	

NOTES:  
 1. THE COR FR IS PROVIDED BY THE SUPPLIER EQUIPMENT CONTRACTOR. COORDINATION OF INSTALLATION BY GENERAL CONTRACTOR.



LOCATION DRAWING  
N.T.B.

APPROVED  
 DEPARTMENT OF METROPOLITAN  
 ST. LOUIS PARK, MISSOURI  
 DATE: 1/1/58  
 BY: [Signature]

THIS PLAN MUST BE MAINTAINED AND ACCESSIBLE ON THE CONSTRUCTION SITE. This plan becomes null and void if work is discontinued without being completed while 180 days of construction or work is suspended or abandoned by a period of 180 days at any time after work is commenced.

### DOOR & WINDOW SCHEDULE

DOOR NO.	DOOR / WINDOW SIZE	DOOR TYPE	DOOR QTY.	DOOR MATERIAL	DOOR FINISH	HWY. GROUP	FRAME TYPE	FRAME FINISH	REMARKS
101	3'-0" x 7'-0"	1	1	WOOD	FURNISH	1	SLIP DOOR	FURNISH	1, 2, 4
(N)									3

#### NOTES:

1. THE RESPONSIBILITY TO PROVIDE DOORS, FRAMES, HARDWARE, AS SPECIFIED AND FINISHED BY LOCAL CODES, JOB ORDERS/HANDBOOK.
2. MINUTE CUT POOR BOTTOM BY 1" FOR AIR CIRCULATION.
3. HURTY AND EASY DOORS AND FRAMES ARE SUPPLIED AND INSTALLED BY THE LANDLORD.
4. MAIN DOOR AND FRAME COLORED.

#### DOOR TYPES



#### FRAME TYPES



INSTALLMENT (A)

#### HARDWARE SCHEDULE

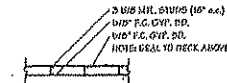
##### GROUP (1)

- 1. HURTY
- 1. HURTY
- 1. HURTY

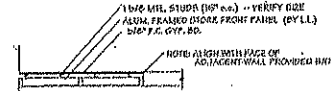
FINISH: 1. HURTY (SLIP DOOR) (SLIP DOOR)

#### INTERIOR WALL TYPES

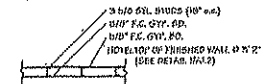
(SEE 1)



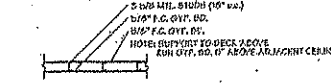
(A) WALL SECTION (DEMURG WALL BY T.H.D.O.O.D)



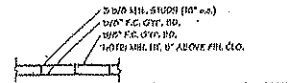
(B) WALL SECTION (HURTY DEMURG WALL)



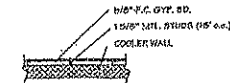
(C) WALL SECTION (HURTY WALL)



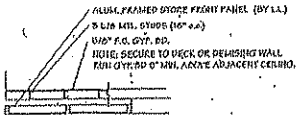
(D) WALL SECTION



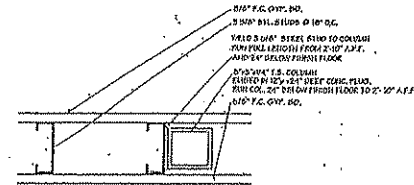
(E) WALL SECTION



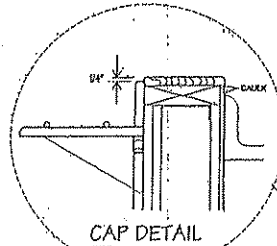
(F) WALL SECTION (COOLER)



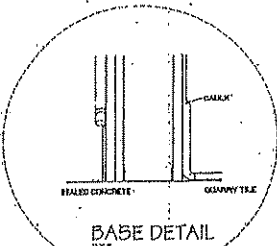
(G) WALL SECTION



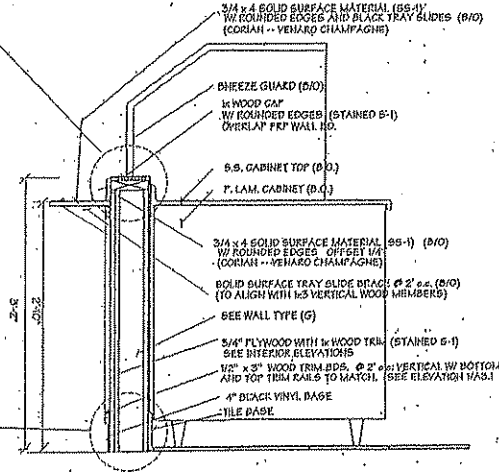
(1) LOW WALL SUPPORT DETAIL  
1/2" x 1'-0" (SEE DETAIL 2/ALZ BELOW)



CAP DETAIL  
N.T.S.

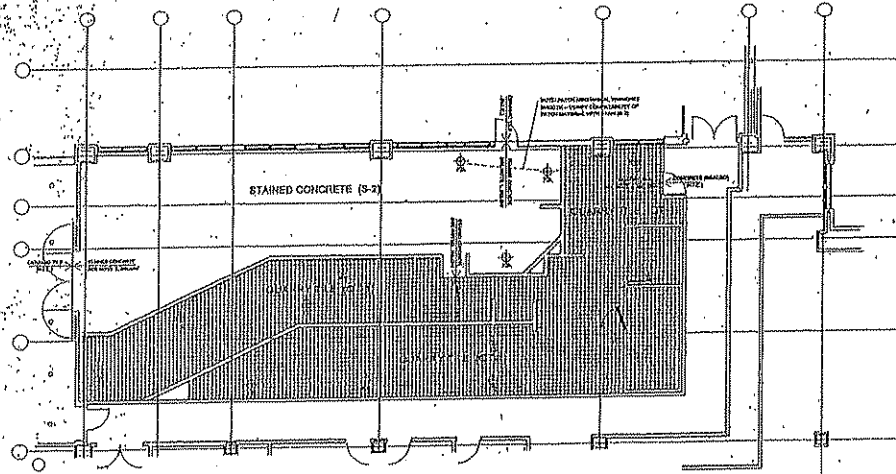


BASE DETAIL  
N.T.S.



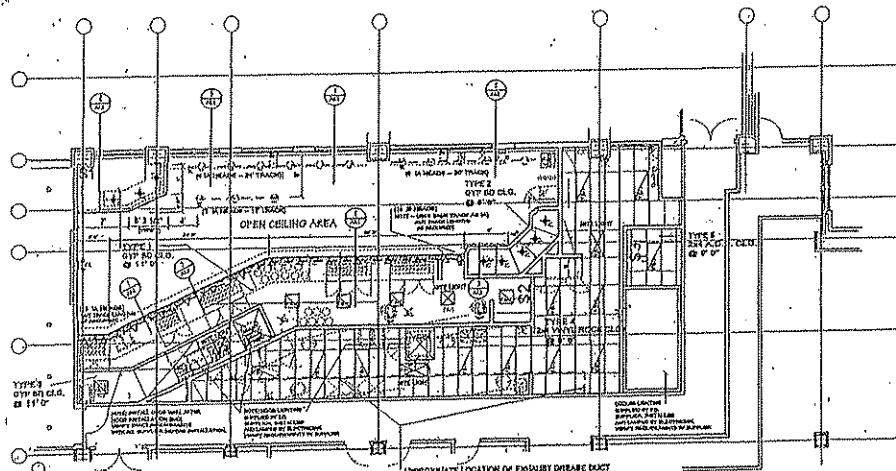
(2) LOW WALL DETAIL  
1/2" x 1'-0"

NOTE: GIVE ALL EXTERIOR JOINTS IN FLOOR TRAY AND EPOCH AREAS WITH CLEAR FINISH.



FLOOR FINISH PLAN 1/8" = 1'-0"

FLOOR DRAIN - SEE KITCHEN EQUIPMENT DRAWINGS FOR EXACT LOCATION AND SIZE



REFLECTED CEILING PLAN 1/8" = 1'-0"

APPROXIMATE LOCATION OF EXHAUST DRAINAGE EXACT NOTES: REQUIRE A-2 HOLE BY NO. GRADE WITH CLEAN OUT ACCESS AS DESIGNED BY MECH. ENGINEER AND REQUIRED BY CODE.

**FLOOR FINISH NOTES**

1. VERIFY FINISH REQUIREMENTS, MATERIALS AND CONCRETE. VERIFY BRICKWORK, BAYL, EXISTING TILE EDGE FOR A SMOOTH, SMOOTH TRANSITION BETWEEN MATERIALS.
2. USE DUAL EDGE EXT. EDGE AS MATERIAL CHANGE FOR SMOOTH TRANSITION.

**FLOOR FINISH SCHEDULE**

(9-2) STAINED CONCRETE - TWO SHOWN AS PER CONCRETE STAIN COLOR - SEE DATA PART 1.1. STAINING SHALL BE DONE BY A QUALIFIED CONTRACTOR. STAINING SHALL BE DONE AT THE TIME OF THE FINISH. USE MANUFACTURER'S BEST RECOMMENDATIONS (1-800-867-8244)

(9-1) QUARTZ TILE 6" x 6" BLENDED\* SELECTED CHERRY FIN. USE HIGHLIGHT COLOR DARK COLOR WITH HIGHLIGHTS. SEAM SEAL JOINTS AT THE COMPLETE SET.

**LIGHT FIXTURES**

- RECESSED CIRCULAR DOWNLIGHT
- RECESSED RECTANGULAR DOWNLIGHT
- TRACK LIGHTING
- RECESSED CIRCULAR DOWNLIGHT WITH DIMMER
- RECESSED RECTANGULAR DOWNLIGHT WITH DIMMER
- TRACK LIGHTING WITH DIMMER

**LIGHT FIXTURE SCHEDULE**

- PA1 8" x 8" FLOURESCENT RECESSED DOWNLIGHT WITH DIMMER
- PA2 2' x 4' FLOURESCENT RECESSED DOWNLIGHT WITH DIMMER
- PA3 1/2" TRACK LIGHTING SYSTEM WITH DIMMER
- PA4 1/2" TRACK LIGHTING SYSTEM WITH DIMMER
- PA5 1/2" TRACK LIGHTING SYSTEM WITH DIMMER
- PA6 1/2" TRACK LIGHTING SYSTEM WITH DIMMER
- PA7 1/2" TRACK LIGHTING SYSTEM WITH DIMMER
- PA8 1/2" TRACK LIGHTING SYSTEM WITH DIMMER
- PA9 1/2" TRACK LIGHTING SYSTEM WITH DIMMER

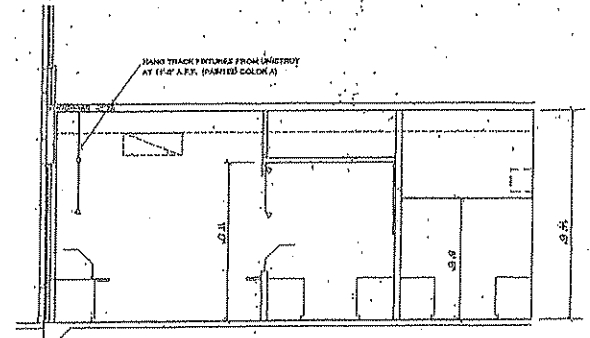
**LIGHT FIXTURE SWITCHING NOTES**

- 1) ALL RECESSED LIGHTING TO BE ON HEAVY DUTY DIMMERS
- 2) DIMMERS TO BE LOCATED ON CEILING NEAR CASH COUNTER
- 3) ALL FLOURESCENT (EXCEPT HIRE LITES) TO BE SWITCHED FROM AREA. CHECK APPROPRIATE PER AREA.
- 4) OF FACE SWITCH

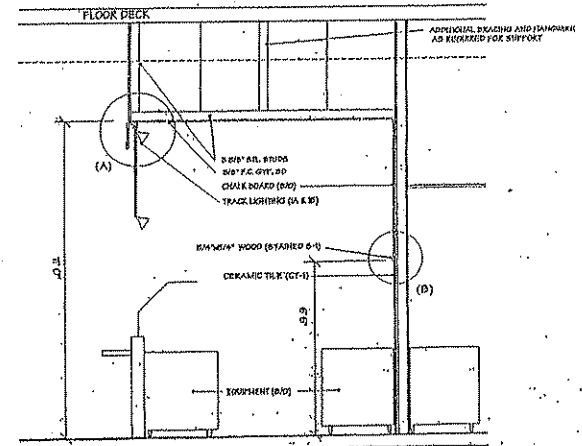
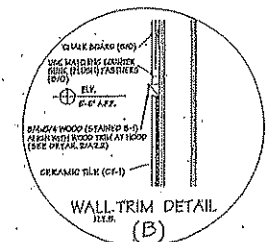
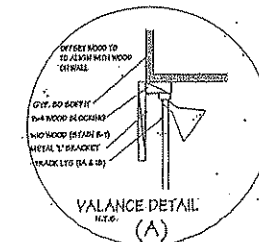
**CEILING MATERIAL SCHEDULE**

- TYPE 1 OPEN BOARD CEILING AT 1'-0" AFF. (PAINT COLOR 0)
- TYPE 2 OPEN BOARD CEILING AT 8'-0" AFF. (PAINT COLOR 0)
- TYPE 3 OPEN BOARD CEILING AT 8'-0" AFF. (PAINT COLOR 0)
- TYPE 4 2x4 VENEER JOCKER CEILING AT 8'-0" AFF. (PAINT COLOR 0)
- TYPE 5 2x4 VENEER JOCKER CEILING AT 8'-0" AFF. (PAINT COLOR 0)
- TYPE 6 2x4 VENEER JOCKER CEILING AT 8'-0" AFF. (PAINT COLOR 0)
- TYPE 7 2x4 VENEER JOCKER CEILING AT 8'-0" AFF. (PAINT COLOR 0)
- TYPE 8 2x4 VENEER JOCKER CEILING AT 8'-0" AFF. (PAINT COLOR 0)
- TYPE 9 2x4 VENEER JOCKER CEILING AT 8'-0" AFF. (PAINT COLOR 0)

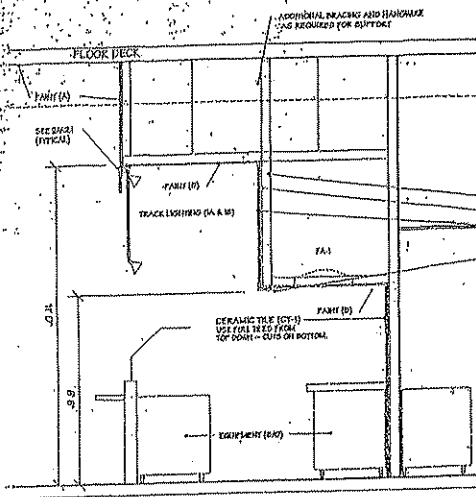
VERIFY ALL NEW CONSTRUCTION AND BASE BUILDING IS FINISHED ABOVE 1'-0" TOP OF ALUMINUM CEILING (BASED) FOR FINISHING. FINISH ALL EXISTING ABOVE 1'-0" IN THE OPEN AREA INCLUDING PER ABOVE PAINT COLOR (A)



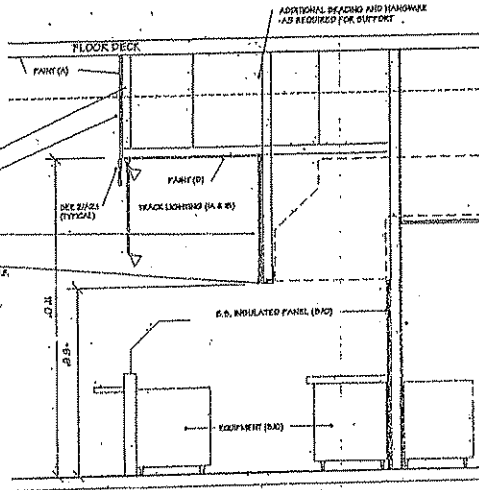
SECTION THRU SPACE 1/4" = 1'-0"



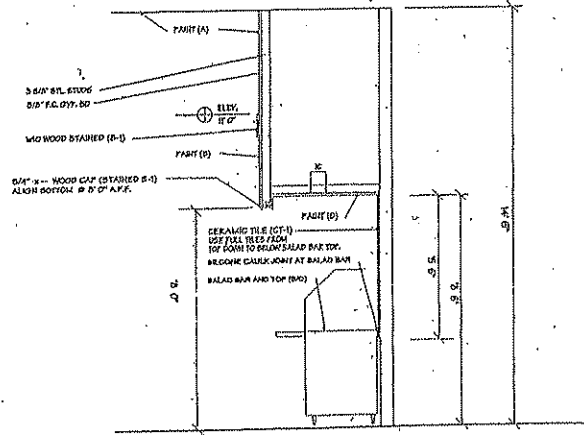
SECTION AT GALLERY 1/4" = 1'-0"



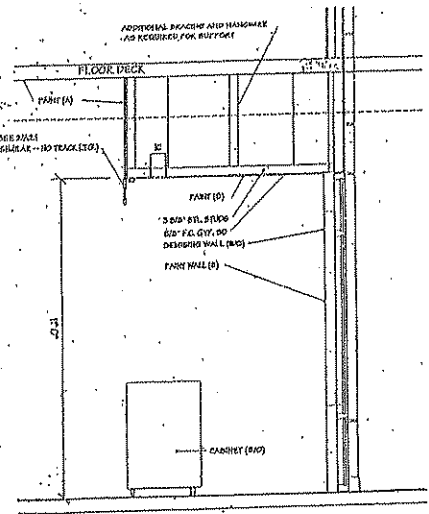
1  
2121  
SECTION AT GALLEY DROP  
1/2" = 1'-0"



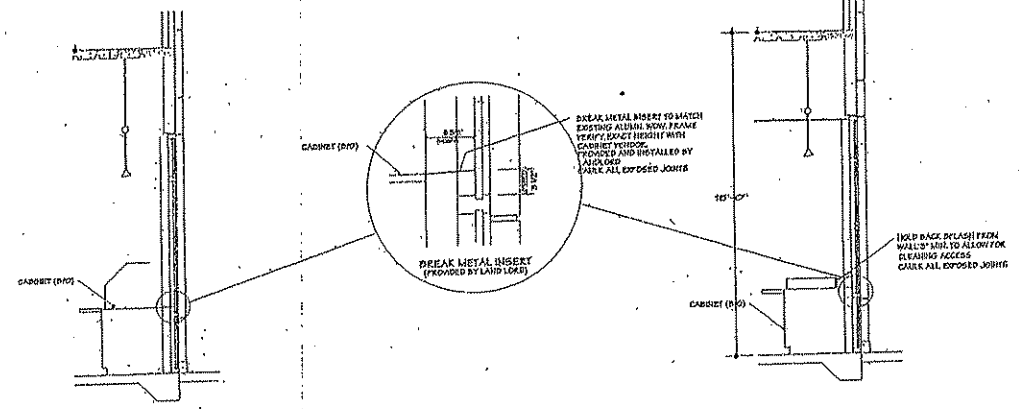
1  
2122  
SECTION AT GALLEY HOOD  
1/2" = 1'-0"



1  
2123  
SECTION THRU SALAD BAR  
1/2" = 1'-0"



1  
2124  
SECTION AT CASH COUNTER  
1/2" = 1'-0"



1  
2125  
SECTION THRU BEVERAGE COUNTER  
1/2" = 1'-0"

1  
2126  
SECTION THRU BEVERAGE COUNTER  
1/2" = 1'-0"

REVISIONS:  
DATE: 11/22/11  
SCALE: AS NOTED  
DRAWN BY: [Name]  
CHECKED BY: [Name]

REVISIONS:  
DATE: 11/22/11  
SCALE: AS NOTED  
DRAWN BY: [Name]  
CHECKED BY: [Name]

REVISIONS:  
DATE: 11/22/11  
SCALE: AS NOTED  
DRAWN BY: [Name]  
CHECKED BY: [Name]

KRLL ASSOCIATES  
1000 TOWER  
ST. LOUIS PARK, MINNESOTA

DETAILS

D. BRIAN'S  
1600 TOWER  
ST. LOUIS PARK, MINNESOTA

SHEET NO.  
A2.2





# KRJ ASSOCIATES

P.O. BOX 635  
LONG LAKE, MN 55356

April 27, 2004

Case #2002-0008

Minn. Bd. Of AELSLAGID  
85 East 7<sup>th</sup> Place – Suite #160  
St. Paul, MN 55101

RECEIVED  
MAY 03 2004

Attn: Benjamin Barker

Dear Mr. Barker,

In response to your letter dated 3-29-04, which was delayed in getting to me, I have put together the following information.

**D. Brians Deli** – The scope of the project was an interior design project in a new building which was under construction. The base building architecture and the space itself laid out by the landlord's architect and the kitchen equipment supplier. KRJ was contacted by the restaurant supply company and asked to design the interior and select finishes for the serving line and kitchen area. The space, with entrances and exits, had been laid out by the building Architect. A restaurant seating area, which was separate from the deli and equipment line area, was in the common building space and not a part of the project. When the project began, I spoke with the local Building Official to verify what would be required in the form of documents and information. After their review it was determined that no additional certification beyond the base building plan would be required. In a subsequent meeting with the landlord it was requested the drawings be certified to help indemnify the building owners. I contacted Mr. Walter Jackson with whom I had done a previous project and he agreed to supervise and review the drawings and details during the project development and provide the required review and certification. During the project he did have discussions with the local code officials and the building Architect and landlord to clarify some building issues. The main issue was a ventilation shaft for the exhaust hood and how it was to be handled, fire protected, and who was going to provide it.

There was no contract for KRJ's services with a client or with Mr. Jackson. The work was done on hourly basis for the services required.

EXHIBIT N