

Unlicensed Plumbing Contractor Bond

(Applies to all persons other than licensed master plumbers.)

To be completed by your surety company.

Bond No. 929307741

Municipal Industrial Contracting, Inc. of _____
Company Name, if none, the plumbing contractor's name.

3030 24th Ave. So. Moorhead MN 56560 (218) 236-7606
Plumbing Company Address City State Zip Telephone No.

as principal, and Western Surety Company
Surety Company Name

P. O. Box 5077 Sioux Falls SD 57117 (800) 331-6053
Surety Company Address City State Zip Telephone No.

a corporation licensed to do business in the State of Minnesota, as Surety, are jointly and severally held and firmly bound to the State of Minnesota, as Obligee, in the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that, if the undersigned Principal or such persons authorized to perform plumbing under the Principal's supervision performs plumbing in compliance with the plumbing code as required pursuant to Minnesota Rules, Chapter 4715, then this obligation shall be null and void; otherwise, it shall remain in full force and effect for a period not to exceed one year ending December 31st. The period of this bond is January 1, 2004 through December 31, 2004. During the term of this obligation, the Principal and Surety will pay unto the Obligee, or as otherwise directed by the Obligee, the amount needed to correct noncomplying plumbing work, not to exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000) for the benefit of persons injured or suffering financial loss by reason of failure to comply with the requirements of the plumbing code, Minnesota Rules, Chapter 4715.

FURTHERMORE, it is understood and agreed that:

1. The aggregate liability of the Surety hereunder pertains to all claims arising during the period defined above.
2. In the event the bond does not provide for correction of all noncomplying plumbing work, the bond paid by the undersigned Surety does not relieve the undersigned Principal of liability for correcting noncomplying plumbing work by said Principal or persons working under said Principal's supervision.
3. This bond is a continuous obligation which may be canceled at any time as to further liability upon the Surety's giving at least fifteen (15) days written notice to the Commissioner of Health. In the event of cancellation, the Surety shall not be discharged from any liability already accrued under this bond, or which shall accrue hereunder before the expiration of the fifteen (15) day notice period.

Signed and sealed this 6th day of November, 2003.

Municipal Industrial Contracting, Inc.

Surety Corporation Western Surety Company

Print - Plumbing Contractor Name

By: _____

Signature Principal
Michael S. Schwindt, President

By: _____

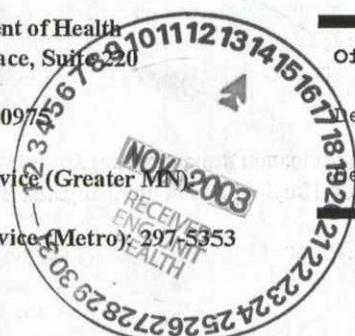
Signature Rebecca J. Hecker
Attorney in Fact Rebecca J. Hecker

(Seal)

- The reverse side of this form must also be completed and the Power Of Attorney attached.
- The bond form must be accompanied by a \$40 fee, payable to the Minnesota Department of Health. Checks returned for nonpayment will be charged a \$20 fee (M.S. 332.50, Subd. 2).



Minnesota Department of Health
121 East Seventh Place, Suite 220
P.O. Box 64975
St. Paul, MN 55164-0975
651/215-0836
Minnesota Relay Service (Greater MN) 1/800/627-3529
Minnesota Relay Service (Metro) 297-5353



Office Use Only: Fee \$40/006/18912

Deposit Date: NOV 17 2003

Deposit No.: 089

0401847

You must complete A or B and C

A. Acknowledgement of Individual or Partnership Contractor

State of Minnesota }
County of _____ } ss.

On this _____ day of _____, _____, personally came _____ to me well known to be the identical person(s) described in and who executed the foregoing bond and he/she/they acknowledged the same to be his/her/their own free act and deed.

_____/_____/_____
Notary Public Date

(SEAL)

My commission expires _____/_____/_____
Date

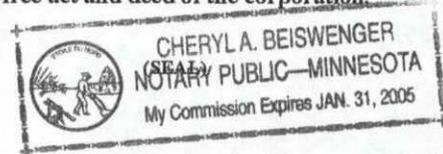
B. Acknowledgement of Corporate Contractor

State of Minnesota }
County of Clay } ss.

On this 6th day of November, 2003, personally came Michael S. Schwindt who being by me duly sworn, did say that he/she is President of Municipal Industrial Contracting, Inc. a MN corporation; and that said instrument was executed in behalf of the corporation by authority of its Board of Directors; that he/she acknowledged said instrument to be the free act and deed of the corporation.

Cheryl A. Beiswenger 11 / 6 / 03
Notary Public Date

My commission expires 1, 31, 05
Date



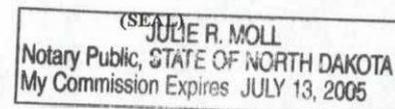
C. Acknowledgement of Corporate Surety

State of ~~Minnesota~~ North Dakota }
County of Cass } ss.

On this 6th day of November, 2003, personally came Rebecca J. Hecker, and _____ to me personally known, who being by me duly sworn, did say that he/she is the attorney in fact, of Western Surety Company, the corporation whose name is affixed to the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of the said corporation; and that said instrument was executed in behalf of said corporation by authority of its board of directors and said Rebecca J. Hecker acknowledged that he/she executed said instrument as attorney in fact as the free act and deed of said corporation.

Julie R. Moll 11 / 6 / 03
Notary Public Date

My commission expires 7, 13, 05
Date



Notice to Individual Applicants: Under Minnesota Statutes 13.41, all data, except your name and address, submitted in this application are considered private until you are issued a credential. When you become credentialed, all data in this application become public, except your social security number.

Notice to Corporate Applicants: Under Minnesota Statutes 13.41, all data submitted in this application are public, except for the social security number of any responsible person, which is private.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel M Armbrust, Thomas C Dawson, Wayne L Lauwers, Rebecca J Hecker, Individually

of Fargo, ND, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 23rd day of April, 2003.

WESTERN SURETY COMPANY

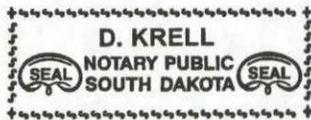


Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of April, 2003, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2006



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of November, 2003.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

NOTICE

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds and certain insurance policies on which one or more of the Writing Companies identified below is the surety or insurer.

To principals on bonds and insureds on certain insurance policies written by any one or more of the following companies (collectively the "Writing Companies") as surety or insurer: Western Surety Company, Universal Surety of America, Surety Bonding Company of America, Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA, The Firemen's Insurance Company of Newark, NJ, and The Continental Insurance Company.

DISCLOSURE OF PREMIUM

The premium attributable to coverage for terrorist acts certified under the Act was Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable surety/insurer deductible.