

**MINUTES OF A REGULAR CITY COUNCIL MEETING HELD WEDNESDAY, AUGUST 19, 2015 – 6:00 P.M. - ROCKVILLE CITY HALL**

The meeting was called to order by Mayor Jeff Hagen. Roll Call was taken and the following members were found to be present: Mayor Hagen, Council members Sue Palmer, Don Simon, Rick Tallman & Duane Willenbring. Absent: None.

Staff members present were: Administrator/Clerk Rena Weber, Sgt. Jon Lentz, EMS Director Mike Hofmann & Engineer David Blommel.

Others present were: Vince & Audrey Schaefer, Jerome Salzer, Anne Reischel, Anne Meyer, Alice Lenzmeier, Paul Wirth, Gene Lange, Rep. Jeff Howe, Debbie Weber, Steve & LeAnn Johannes, Ev Balko, Kathryn Baker & George Bechtold.

**OPEN FORUM**

Rick Tallman -25594 Lake Road – reported he received a call about the bright light on the flag pole at Lion's Park. Who put that up? Rena Weber reported that staff put the 60 watt light on the pole since the American flag is displayed.

**CONSENT AGENDA – Motion by Member Palmer, second by Member Simon, to approve the consent agenda as presented:**

- |  |              |
|--|--------------|
| a) Tabled minutes of 07/15/15                      |              |
| b) ACCEPT Treasurer's Report of 08/19/15           |              |
| c) Approve List of Bills and Additions of 08/19/15 |              |
| Accounts Payable CK #016066 & 016219 – 016282      | \$ 48,475.34 |
| Payroll CK #004979 – 004998                        | 21,635.92    |
| EFT #000954 – 000965                               | 14,126.41    |

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**  
**Motion passed on a 5 to 0 vote.**

Member Tallman asked to have the Minutes of 7/15/15 tabled as he did not have enough time to review them. The friendly amendment was accepted by Members Palmer and Simon.

**BOARD/STAFF REPORTS**

**POLICE** – Lt. Jon Lentz reported there were 39.5 contract hours during the month of July with 14 citations being issued.

**PLANNING COMMISSION** – Rena Weber reported for the Planning Commission:

RE: VARIANCE

76.41616.0050 Owner: Debbie R. Weber

Property Address: 10712 Chapel Street, St. Cloud, MN 56301

REQUEST:

Approval to construct a 5th accessory structure and to locate it in the R-1 District.

RELEVANT INFORMATION

1. Property is zoned R -1
2. Property is 6.07 acres
3. The owner has a house, garage, 28' x 60' accessory structure, wood shed and chicken coop presently.
4. The owner proposing to match the siding and roof the same as the current accessory structure.
5. 10 notices of public hearing were sent out.
6. Comprehensive Comp plan shows this area to be rezoned to Business Park/light industrial.

RECOMMENDATION

1. Because this lot contains 6.07 acres more or less and it not really planted for crop land the use could be allowed.
2. If the number of accessory units is a concern – request that they remove one or more.

The Planning Commission recommends approval as presented.

Member Willenbring questioned the location. (In an area fronting CR 82).

*Member Simon introduced the following resolution and moved for its adoption:*

**RESOLUTION NO. 2015-18**

**A RESOLUTION GRANTING VARIANCE TO CONSTRUCT A 5<sup>TH</sup> ACCESSORY STRUCTURE IN THE R-1 DISTRICT.**

**WHEREAS, A request has been received from Debbie R. Weber for a variance from number of accessory structures to construct a garage in the R-1 District, and;**

**WHEREAS, said structure will exceed the allowed amount of two structures, and;**

**WHEREAS, Proper notification and publication had been given, and;**

**WHEREAS, all persons were given an opportunity to be heard on said request.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCKVILLE, STEARNS COUNTY, MINNESOTA:**

1. **Said request is hereby approved to construct a 28' x 60' garage and match the existing house.**
2. **Said approval will not create undue hardship, is a unique circumstance, and applies to the individual property.**
3. **That granting of the variance will not be detrimental to the public health, safety, comfort and general welfare of the City.**

**The motion for the foregoing resolution was duly seconded by Member Tallman with the following vote being taken:**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**

**Motion passed on a 5 to 0 vote.**

**EMS – Mike Hofmann submitted a request for replacement of the electrical panel at Pleasant Lake. Two bids were received:**

Delta Electric	\$1589.00
Bronson Electric	1477.52

Mike recommends Delta Electric due to the fact that Ralph Walz went out to disconnect the surge arrestor and check out the damage at no charge. Requests:

E 101- 42500-540	\$1,000 –which has a budget of \$3800.00
E 101- 45122-220	500 –which has a budget of \$2866.63
E 101- 42500-220	89 - which has a budget of \$500.

**Motion by Member Willenbring, second by Member Palmer to approve the request as presented.**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**

**Motion passed on a 5 to 0 vote.**

**PUBLIC WORKS – Rena Weber spoke on behalf of Nick:**

**WELL #4 & #5 REPAIR**

Please approve the low quote of Werner Well for cleaning & inspecting Wells #4 & 5

	Well #4	Well #5
Werner Well Drilling	\$4,911.30	\$4,954.30
Traut Wells	5,310.00	5,310.00
Thein Well	13,500.00	13,500.00

Funding:

E 601-49440-220 Has a balance of \$17,760.88

Rena Weber explained that Nick has done some more research and Well #4 cavitates at a pumping level of 52' after about 20 minutes of pumping. Well #5 turned out to be "OK" or satisfactory for now so it can wait a year.

Member Tallman asked how much water is being used out there.

Member Simon reported that there is a problem with pounding whenever the well cavitates and this is not good for the pumps. Also there is a cost for mobilization each time the driller brings their equipment out to the site.

Discussed holding off on #5 repairs per the Public Works Director.

Member Willenbring asked how often these checks are done.

**Motion by Mayor Hagen, second by Member Simon, to approve both low bids of Werner Well for both Well #4 & #5.**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**  
**Motion passed on a 5 to 0 vote.**

CRACK FILLING AND SEAL COATING Nick provided bids received by going in jointly with Cold Spring and Richmond for seal coating/crack filling.

CRACK FILLING - \$5,000 Midwest Asphalt out of Belgrade - Budget Balance \$5,000

SEAL COATING - \$11,634 ASTECH out of St. Cloud – Budget Balance \$12,000

Seal Coating \$11,634.63 and Crack Filling \$5,000

**Motion by Member Palmer, second by Member Simon, to approve the low bids as presented.**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**  
**Motion passed on a 5 to 0 vote.**

### NEW BUSINESS

STICKNEY HILLS SIGNIFICANT INDUSTRIAL USER - Engineer Dave Blommel presented a written review of the SIU and reported this agreement has been reviewed by all three entities. **(The report is hereby attached and marked Exhibit A).**

Dave is seeking Council input and approval to keep this process moving. He referred the council to Page 3 which indicates the effluent limits to be imposed on Stickney Hills.

They are expecting to use 12,000 GPD flow which is domestic strength wastewater and represents 7% of remaining capacity in the Cold Spring WWTP.

Member Palmer asked what a sample bill will look like and it was reported we will be billing based on the same charge as Cold Spring.

Dave Blommel reported that the total phosphorus is not currently charged to us, but may be in the future so we will have to amend the bill at that time.

Member Willenbring asked about the 4% administration fee with an industrial rate that is moderately higher. Yes

Member Tallman asked about the phosphorus and will we be amending this in the future. Dave Blommel indicated this will be in the fee schedule so when Cold Spring charges us we will charge them.

Member Willenbring questioned the deed and whether it should be approved after Stickney commits to building.

Member Willenbring inquired about the grant application for sampling equipment at both lift stations and would we be doing this if Stickney were not coming. Dave said no, but Cold Spring can be asking for these changes in the future. Stickney is applying on their own for grant money.

Member Willenbring asked if there is some box like structure over the sampler and is he looking at this right?

Why both lift stations? Dave said currently Cold Spring alternates from PIP and downtown. That will change – we need to have both done so that we don't pay more because of high readings at PIP.

Member Willenbring voiced concern that prevailing wage will be required so the maximum amount of 3 site visits in the engineer contract of \$13,900 does not sound right. A maximum 8 hours total engineering is figured in field supervision. Dave Blommel reported there are field visits on the front end and not a lot of time spent engineering.

Member Willenbring stated he would vote contingent upon following conditions:

- Schedule of values – does not want to be overbilled.
- 6 months and we don't use – the grant goes back.

Member Willenbring questioned how do we know that the \$13,900 is legitimate? Is there a protocol that we did not follow in having bids for engineering services done? Rena Weber explained that SEH is the appointed engineer for the city and that if we had chosen another engineering firm they would probably had to contact SEH for information.

**Motion by Member Palmer, second by Member Simon, to approve the SIU for Stickney Hills as presented.**

**(A copy is hereby attached and marked Exhibit B)**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**  
**Motion passed on a 5 to 0 vote.**

RESOLUTION APPROVING A GRANT APPLICATION -  
*Mayor Hagen introduced the following resolution and moved for its adoption:*

**RESOLUTION NO. 2015-17**  
**LOCAL GOVERNMENT RESOLUTION**  
**BUSINESS DEVELOPMENT INFRASTRUCTURE APPLICATION**

Applicants must adopt and submit the following resolution. This resolution must be adopted prior to submission of the forms package.

BE IT RESOLVED that the City of Rockville (Applicant) act as the legal sponsor for project(s) contained in the Business Development Infrastructure Application to be submitted on \_\_\_\_\_ and that its City Administrator (Title of First Authorized Official) and Mayor (Title of Second Authorized Official) are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Rockville (Applicant).

BE IT FURTHER RESOLVED that the City of Rockville (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Rockville (Applicant) has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state the City of Rockville, (Applicant) may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Rockville, (Applicant) will commit \$60,000 towards the local match requirement.

BE IT FURTHER RESOLVED that the City of Rockville (Applicant) will the repay the grant if milestones are not realized by the completion date identified in the Application.

The City of Rockville (Applicant) certifies that it will comply with all applicable laws, regulations, and rules of the Business Development Infrastructure Application.

NOW, THEREFORE BE IT RESOLVED that the City Administrator (Title of First Authorized Official) and the Mayor (Second Authorized Official), or their successors in office, are hereby authorized to execute such agreements and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

***The motion for the foregoing resolution was duly seconded by Member Palmer with the following vote being taken:***

Member Willenbring asked that we add a letter of commitment from Stickney Hills.

***AYES: Hagen, Palmer, Simon, Tallman & Willenbring***

***Motion passed on a 5 to 0 vote.***

***ENGINEERING CONTRACT Motion by Mayor Hagen, second by Member Tallman, to approve the engineering contract with SEH as presented for the sampling equipment installation. (A copy is hereby attached and marked Exhibit C).***

***AYES: Hagen, Palmer, Simon, Tallman & Willenbring***

***Motion passed on a 5 to 0 vote.***

ST. JOSEPH TOWNSHIP – Jerome Salzer, Board Member reported that a complaint was received from a lady that hit a dip on 260<sup>th</sup> Street.

Anne Reischel, Clerk reported that discussion on 260<sup>th</sup> Street repair began on 5/7/08. It was going to be done in 2011 and now it is 2015. Every year we look at this and nothing gets done.

Member Simon reported it was going to be repaired this year and do the whole project next year. The road took more of a beating this year because of the County Road 2 project. Nick Waldbillig has ordered signage and we will take care of the fix this year. Member Simon suggested that St. Joseph Township get the bid as you can get it cheaper. The city will have to discuss Assessing and/or bonding.

Jerome Salzer reported they spent \$140,000 for one mile of road which included milling and striping. A culvert (not Jerome Karls) needs to be replaced this year at a cost of \$15,000 total or \$7,500 each

***Motion by Mayor Hagen, second by Member Tallman, to approve the \$7,500 expense to replace the culvert in 260<sup>th</sup> Street with St. Joseph Township taking the lead on the project.***

Member Simon volunteered to check with Jerome Karls as to what kind of pipe he put in.

Member Willenbring asked if Rick Hansen gave approval for something that he had no authority to do.

***AYES: Hagen, Palmer, Simon, Tallman & Willenbring***

***Motion passed on a 5 to 0 vote.***

DISCUSS SPLITTING OUT OF COST FOR PLEASANT LAKE – Member Palmer reported the Finance Committee ran out of time so no action will be taken.

### COMMITTEE REPORTS

**Mayor** – Mayor Hagen had nothing to report.

**Public Works** – Member Simon reported on the following from the committee notes:

Sewer Calls – need to clean up the policy on when we will charge Rena read minutes from a council meeting on 3/17/10 where the council acted on billing for repeat sewer calls that are not caused by the city. The council approved “billing for sewer calls after the second time the city is called to a property in one year where it has been determined not caused by the city and the resident was informed, further to inform the resident that they will be billed the next time for the cost of the call.

It was determined we suggest the council do away with the one year time frame, it must be under the same ownership and further staff should send a letter each time with forgiveness the first time, but next time you will be billed.

***Motion by Mayor Hagen, second by Member Palmer, to approve the recommendation to include city wages, doing away with the one year time frame and further to add a 3 year provision.***

***AYES: Hagen, Palmer, Simon, Tallman & Willenbring***

***Motion passed on a 5 to 0 vote.***

Sauk River Road – Don Simon reported that Greg Berg (SCSWCD) is still working on the project to fix the culvert by adding rip rap to the shoulder of the road. This should be done in fall when the water flow is down. It was determined that we will wait until this is done so any work we do on the road will not be affected.

Member Simon reported on his recommendations for 2016 Road Improvement Projects – Pleasant Road, Lake Road, 260<sup>th</sup> St, and Sauk River Road.

**Finance** – Member Palmer reported that in regards to updating the debt management study they will have the auditor talk to Finance Committee to get a better understanding of the study itself.

**Human Resources** – Member Palmer reported on the following:

- Accepted Mandy Lais resignation and a majority of the council gave prior approval to advertise for a replacement.
- Minimum Wage increase – Reported that due to state law changes need to be made on:
 

Concession Stand 1	\$10.00/hour
Concession Stand 2	\$ 9.00/hour
Head Election Judge	\$10.00/hour
Election Judges	\$ 9.00/hour
Seasonal PT Maintenance	\$10.00/hour - \$12.00/hour

**Motion by Member Palmer, second by Member Simon, to approve the changes to wages as presented.**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**

**Motion passed on a 5 to 0 vote.**

- Amendment to employee policy - PTO

#### **9.1 General**

Paid Time off (PTO) replaces individual sick leave and vacation leave plans and combines them into a single benefit program. PTO leave can be used for any reason, subject to approval by City Administrator/Clerk. PTO cannot be used until 6 months of successful employment is completed.

#### **9.2 Accrual Rates for PTO**

Years of Service	PTO Accrual Rates
0 – 6 months	0 days
6 – 12 months	8 days
1 – 2 years	8 days
2 Years	16 days
3-5 Years	21 days
6-9 Years	26 days
10+Years	31 days

PTO may be used upon accrual. PTO will not accrue during unpaid leaves. Regular part-time employees working at least an average of 31.5 hours per week will receive PTO as follows:

Years of Service	PTO Accrual Rates
0-2 Years	5 days
3+ Years	10 days

PTO will accrue on an employee's anniversary date at the accrual rate as noted above.

Employees can carry over any unused PTO that does not exceed the limit of 1 ½ times the employee's present accrual rate. No additional accrual will occur above the carry over limit. If an emergency prevents an employee from using PTO, City Council approval is needed to exceed the carry over limit.

#### **9.3 Claiming PTO**

All PTO must be scheduled and approved in advance. Conflicts in scheduling will be resolved based on the date of the requests and seniority of the employees making the requests, respectively. If requests are received simultaneously, seniority will rule. Whenever possible personal time off should be scheduled in advance.

If a holiday occurs during the calendar week in which PTO is taken by an employee, the holiday will not be counted as a PTO day.

PTO may be taken in increments of one-fourth hour or more.

#### **9.4 Severance Pay**

Employees that have completed 6 months of employment and leave the City in good standing will receive 100% of their accrued PTO balance as compensation (applicable taxes will be withheld).

**Motion by Member Palmer, second by Mayor Hagen, to approve the amended policy as presented.**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**

**Motion passed on a 5 to 0 vote.**

- Gene Van Havermaet has successfully met his six month probation and HR recommends he move to Step 5.

**Motion by Member Palmer, second by Member Willenbring, to approve the request as recommended.**

**AYES: Hagen, Palmer, Simon, Tallman & Willenbring**

**Motion passed on a 5 to 0 vote.**

**OPEN FORUM - No one appeared.**

**ADJOURNMENT – Motion by Member Willenbring, second by Mayor Hagen, to adjourn the meeting at 7:20 p.m.**

VERENA M. WEBER-CMC ADMIN/CLERK

JEFF HAGEN - MAYOR



Building a Better World  
for All of Us®

## MEMORANDUM

TO: Rockville Mayor and City Council  
c/o Rena Weber

FROM: Dave Blommel, PE  
Rockville City Engineer

DATE: August 13, 2015

RE: Council Update  
Rockville, Minnesota  
SEH No. ROCKV GEN 14.00

In your Council packet this month, you will find the DRAFT Significant Industrial User (SIU) Agreement for Stickney Hills Dairy. As discussed in the past, the dairy purchased property in the industrial park and is interested in breaking ground this fall. In order for final design to begin for the Dairy, there are three tasks the Council needs to discuss.

1. The SIU needs to be signed by both the City of Rockville and the City of Cold Spring.
2. Lift station sampling needs to be improved from the current setup.
3. Establish Commercial Wastewater Treatment Rates.

To provide you with a little background on the SIU agreement, I will discuss the numbers in the agreement and how the Public Works Committee arrived at the proposed numbers. Cold Spring provided average 2014 usage data to show the remaining capacity reserved for Rockville per the originally negotiated agreement. The recommended numbers changed dramatically from the original document proposed by Cold Spring.

Parameter	Units	2014 Average	Cold Spring / Rockville Agreement Limits	Rockville Remaining Capacity
Flow	Gallons Per Day	99,800	270,000	170,200
CBOD*	Pounds per Day	175	470	295
TSS**	Pounds per Day	122	566	444
Total Phosphorus	Pounds per Day	6.6	18	11.4

\* CBOD<sub>5</sub> – Carbonaceous Biochemical Oxygen Demand: A measure of how much dissolved oxygen is needed to treat the wastewater over a 5 day period.

\*\*TSS – Total Suspended Solids: Measure of total solids found in a wastewater stream.

In order to determine fair limits for the City to propose in the SIU Agreement, Stickney Hills provided an estimated flow they would like to utilize and information regarding the concentration of the measured loadings provided above. It is the goal of Stickney Hills to discharge at a rate equivalent to normal domestic sewage.

#### FLOW

The Dairy requested a limit of 12,000 gallons per day of water. This figure is anticipated to be reached approximately 3 years after opening of the facility. The total represents 7% of Rockville's remaining permitted capacity.

***Public Works Committee Recommendation: 15,000 Gallons per Day Maximum Daily Limit– Average Monthly Flow of 12,000 Gallons per Day***

#### CBOD<sub>5</sub>

Using Rockville's average CBOD Concentration of 210 mg/L and the requested flow of 12,000 gallons per day, Stickney Hills would produce 21 pounds per day. This total would represent 7% of Rockville's remaining capacity.

***Public Works Committee Recommendation: 31 Pounds per Day Maximum Daily Limit– Average Monthly Loading of 21 Pounds per Day.***

#### TSS

Using Rockville's average TSS concentration of 147 mg/L at 12,000 gpd, we would limit the Dairy to 15 pounds per day. This represents 3.4% of Rockville's remaining capacity. In order to allow for consistent usage of reserves, the agreement could allow for 7% which would equate to 31 pounds per day. This figure also corresponds with a more typical concentration of 210 mg/L as Rockville currently discharges lower than normal levels of TSS.

***Public Works Committee Recommendation: 45 Pounds per Day Maximum Daily Limit – Average Monthly Loading of 31 Pounds per Day.***

#### Total Phosphorus

Currently, the City of Rockville is not billed by Cold Spring for phosphorus. This parameter is currently monitored only. Using Rockville's domestic average of 7.9 mg/L, we calculate 0.8 pounds per day. This again equates to 7% of the City's remaining capacity. Cheese processing by nature results in very high phosphorus in the waste stream. Estimates from the Dairy, indicate their discharge will approach 6 or 7 pounds per day. Pre-treatment in the facility is generally not considered cost effective and is better accomplished at the Cold Spring Wastewater Treatment Facility.

There are two options related to phosphorus limits associated with the facility. Option 1 is to set the limit at 0.8 pounds or 7%, and charge the industry once Cold Spring starts charging for Phosphorus. Option 2 is to set an attainable limit (less than the 6 or 7 they are projecting). Something in the neighborhood of 3 pounds or 26% of remaining capacity. This would be a very industry friendly limit and would still represent a very high concentration of 30 mg/L.

***Public Works Committee Recommendation: 3.0 Pounds per Day Maximum Daily Limit. Average Monthly Loading of 3.0 Pounds per Day.***

The second component of the City's involvement required before Stickney Hills can begin operation, is a change in the sampling procedure at its two lift stations. The current procedure involves hanging a sampler from the open hatch to obtain a sample. The procedure is unsafe and Cold Spring staff indicated the increased sampling requirements will trigger the need for better conditions.

Several options were investigated to determine the best location for sampling, and keeping them within the City of Rockville is best for grant opportunities. The Business Development Infrastructure grant program provides for installation of industrial components related to a new employer in town. Fifty percent grant funds are accessible and the lift station improvements would qualify. Currently, the program has funds available and is accepting applications on a first come first served basis.

Several options were investigated including installation at the Cold Spring WWTF, but the prospect of 50% grant at the Rockville lift stations made this the more attractive option. In order to properly test the wastewater, a dedicated sampling station will be needed at both lift stations that are currently sampled by Cold Spring for billing. One will be located in the Prairie Industrial Park, and one at the Main Lift Station in town. Total project cost of the lift station improvements is estimated at nearly \$100,000. Of that cost, Rockville would be responsible for 50%, if the grant is awarded.

The improvements at the lift stations are needed regardless of the development in the Industrial Park as the current sampling procedure is unsafe. The connection to Stickney Dairy gives the City an opportunity to have some help with the financing.

SEH staff will provide the grant application for no cost, and will list it in the agreement to provide services associated with the sampling station design. The first step in the application process is the approval of a resolution of support that is attached to this memorandum.

Enclosed is the Engineering Agreement for design of the sampling stations. We can wait to begin the detailed design until the decision regarding the BDPI grant is made, but I wanted you to be aware of all costs associated with Stickney Hills.

***Public Works Committee Recommendation: Proceed with grant application.***

**Industrial Billing (sewer)**

In order to bill a processing facility such as Stickney Hills, the City Council should consider the addition of an industrial billing category to its fee schedule. Currently, wastewater is billed by a flow rate for each gallon used (with all three billing categories from Cold Spring factored in: Flow, TSS, and CBOD5). For industrial users where the sampling data is available, a more direct tie between the Cold Spring rates and Rockville rates should be established. The following table summarizes current costs billed to Rockville and a recommended rate based on using the same 4% administrative fee allowed per the agreement with Cold Spring. These rates would be on top of the base rate normally charged.

Parameter	Unit	Cold Spring Rate	Cold Spring Administrative	Rockville Administrative	Total Rate
Flow	1000 Gal	0.6473	0.025892	0.025892	0.699084
CBOD	POUND	0.3918	0.015672	0.015672	0.423144
TSS	POUND	0.2231	0.008924	0.008924	0.240948
Total Phosphorus	POUND	0	0	0	0

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I plan to attend you meeting to answer any questions you may have. If you have any questions prior to the meeting, please feel free to contact me via email [dblommel@sehinc.com](mailto:dblommel@sehinc.com) or directly at 320.229.4349.

dwb/djg

Enclosures

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PERMIT FOR  
INDUSTRIAL USE DISCHARGE TO THE  
COLD SPRING, MINNESOTA MUNICIPAL SANITARY SEWER SYSTEM

This permit is issued to: Stickney Hill Dairy (permittee) and City of Rockville.

Significant Industrial Permittee: Stickney Hill Dairy;

and permits the discharge of industrial wastes to the Cold Spring, Minnesota Municipal Sanitary Sewer System from the address and facilities described herein. This permit contains the following sections:

- 1.0 Background Data
- 2.0 Discharge Limits
- 3.0 Specific Conditions
- 4.0 General Conditions

This permit is issued in accordance with Section 247 of the Cold Spring Code of Ordinances.

This permit supercedes any previous permit.

Effective Date: August 25, 2015

Expiration Date: August 25, 2017

Agreed To:

By: _____	By: _____	By: _____
Tanya Schmidt	David Lenzmeier	Rena Weber
City of Cold Spring, MN	Stickney Hill Dairy	City of Rockville, MN

Date: _____	Date: _____	Date: _____
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## Cold Spring Minnesota Industrial Discharge Permit

### 1.0. Background Data.

Company Name: Stickney Hill Dairy

Mailing Address: 15371 Co Rd 48  
Kimball, MN 55389

Address of Premises: 888 Prairie Court

Contact Names: David Lenzmeier, Tommy Linn

Address: 15371 Co Rd 48  
Kimball, MN 55389

Phone: David: 612-418-6201, Tommy: 320-398-5360

Email: [dlenzmeier@msn.com](mailto:dlenzmeier@msn.com), [tlinn@stickneydairy.com](mailto:tlinn@stickneydairy.com)

1.1. SIC Code:

1.2. Description of Premises: Cheese production

1.3. Description of Process Flow: See flow chart attached

1.4. Description of Pretreatment Provided: High strength waste diversion with storage tanks.

**Cold Spring, Minnesota  
Significant Industrial User Discharge Permit**

2.0. Effluent Limits and Monitoring Requirements.

<b>Specific Limits and Monitoring Required by this Permit</b>				
Parameter	Daily Limitation	Average Monthly Limitation	Sample Frequency	Sample Type
Effluent Flow, MGD	.015	.012	Continuous	Totalizer
pH	5 - 10	5 - 10	1 time / day	Grab
CBOD <sub>5</sub> , ppd	30	21	2 times / week	24 Hour Flow Composite
TSS, ppd	45	31	2 times / week	24 Hour Flow Composite
Total Phosphorus, ppd	4.5	3.0	2 times / week	24 Hour Flow Composite
Chlorides, mg/l	n/a	n/a	2 times / month	24 Hour Flow Composite
Ammonia-nitrogen, mg/l	n/a	n/a	2 times / month	24 Hour Flow Composite
Mercury, ng/l	n/a	n/a	2 times / year	Grab

3.0. Authorization: The permittee is authorized to discharge process wastewater in compliance with the limits and monitoring requirements specified in Section 2.0 of this permit beginning August 25, 2015 and lasting through August 25, 2017. No discharge may take place under this permit after the above expiration date unless the permittee receives written authorization. In order to receive authorization to discharge after the above expiration date the permittee shall file a permit application 60 days prior to permit expiration.

3.1. Sampling Location: Samples collected in compliance with the monitoring requirements specified in Section 2.0 shall be taken at the following location(s): Stickney Hill Dairy effluent flow/sampling station.

3.2. Monthly Averages: For the purpose of determining compliance with the monthly limits specified in Section 2.0 an average of all daily loadings during any given calendar month will be used.

3.3. Instrumentation: In accordance with this permit and monitoring requirements required in Section 2.0 the permittee shall calibrate the flow metering system at least annually. A record of such calibrations shall include the calculated flow, an initial reading before adjustment and final reading after calibration. Records shall be kept for a period of at least three years.

3.4. Compliance with City Sanitary Sewer Ordinances: The permittee shall comply with the City of Cold Spring Code of Ordinances No. 247, Sanitary Sewer System, and Rockville Code Chapter 51 Sewer Regulations.

3.5. Costs and Responsibilities Associated With this Agreement:

Permittee shall be responsible for the following:

- A. Providing and maintaining any and all sampling and monitoring equipment necessary to comply with the City Ordinances or this permit
- B. All costs associated with sampling and analysis, including shipping and handling.
- C. All costs for additional sampling required due to violations.

4.0. Notification: The permittee, upon detection of any violations of the limits or monitoring requirements specified in Section 2.0, shall notify the Cold Spring Wastewater Treatment Plant. Contact person: operator on duty. Phone number: 320-685-4318. Notification shall also require the permittee to resample for the violated parameter within 5 days and continue to sample the violated parameter daily until in compliance. The permittee shall continue to sample and test for all other parameters specified in Section 2.0 per the schedule required in Section 2.0. Detection shall include all required and any other self-monitoring.

4.1. Composite Samples: For the purpose of the monitoring requirements specified in 2.0, a composite sample shall consist of a series of discrete samples collected in proportion to the flow rate at the time of collection. All samples will be analyzed by a laboratory certified by the Minnesota Pollution Control Agency.

4.2. Hazardous Wastes: The permittee shall also notify the Cold Spring Wastewater Treatment Plant, in writing or by phone call, of any discharge of a substance that would, if otherwise disposed of, be considered a hazardous waste. Phone number: 320-685-4318. No discharge of any hazardous wastes may take place without prior written approval of the Cold Spring Wastewater Treatment Plant.

4.3. Monthly Written Report: The Permittee shall provide no later than the 15th day of each month a report for the previous calendar month containing the following information:

- A. Daily discharge volume and monthly totals.
- B. Analysis results of 24-hour composite sample.

4.4. Falsification: The permittee shall not knowingly make a false statement, representation or certification in any record, report or plan required by the Cold Spring Wastewater Treatment Plant.

4.5. Transferability: This Permit is non-transferable.

4.6. Accidental Discharge: The permittee shall notify the Cold Spring Wastewater Treatment Plant immediately of any slug or accidental discharge of a substance or wastewater, unusually high flow, CBOD, TSS, phosphorus, ammonia, expected to be in violation of this Permit. Contact information: operator on duty, phone number 320-685-4318. Such notification shall not relieve the permittee of liability for any expense, loss or damage to the treatment system or treatment process, or for any imposed action by the MPCA or EPA for such discharge. A detailed written statement by the permittee describing the causes of the accidental discharge and the measures taken to prevent any further occurrence shall be submitted to the City within (15) days of the date of occurrence. The City shall notify the permittee promptly upon learning of a violation of the City's NPDES Permit.

4.7. Sampling and Monitoring Devices: The permittee shall install and maintain sampling and monitoring devices in proper working order at the permittee's own expense.

4.8. Inspection: The permittee shall allow the City of Cold Spring and City of Rockville personnel to enter upon the permittee's premise to inspect the monitoring point, collect samples, and determine compliance with this Permit.

4.9. Revocation: The City of Cold Spring may revoke this permit if the permittee fails to comply with the conditions of this permit, or applicable State and Federal Regulations. 6 months notice will be provided to permittee.

4.10. Penalty:

- A. In the event of an industrial permittee's noncompliance the permittee shall be subject to penalty in accordance with Cold Spring City Code of Ordinances No. 247.
- B. Loading and flows in excess of the permitted limit shall be billed at 150% of the standard rate.

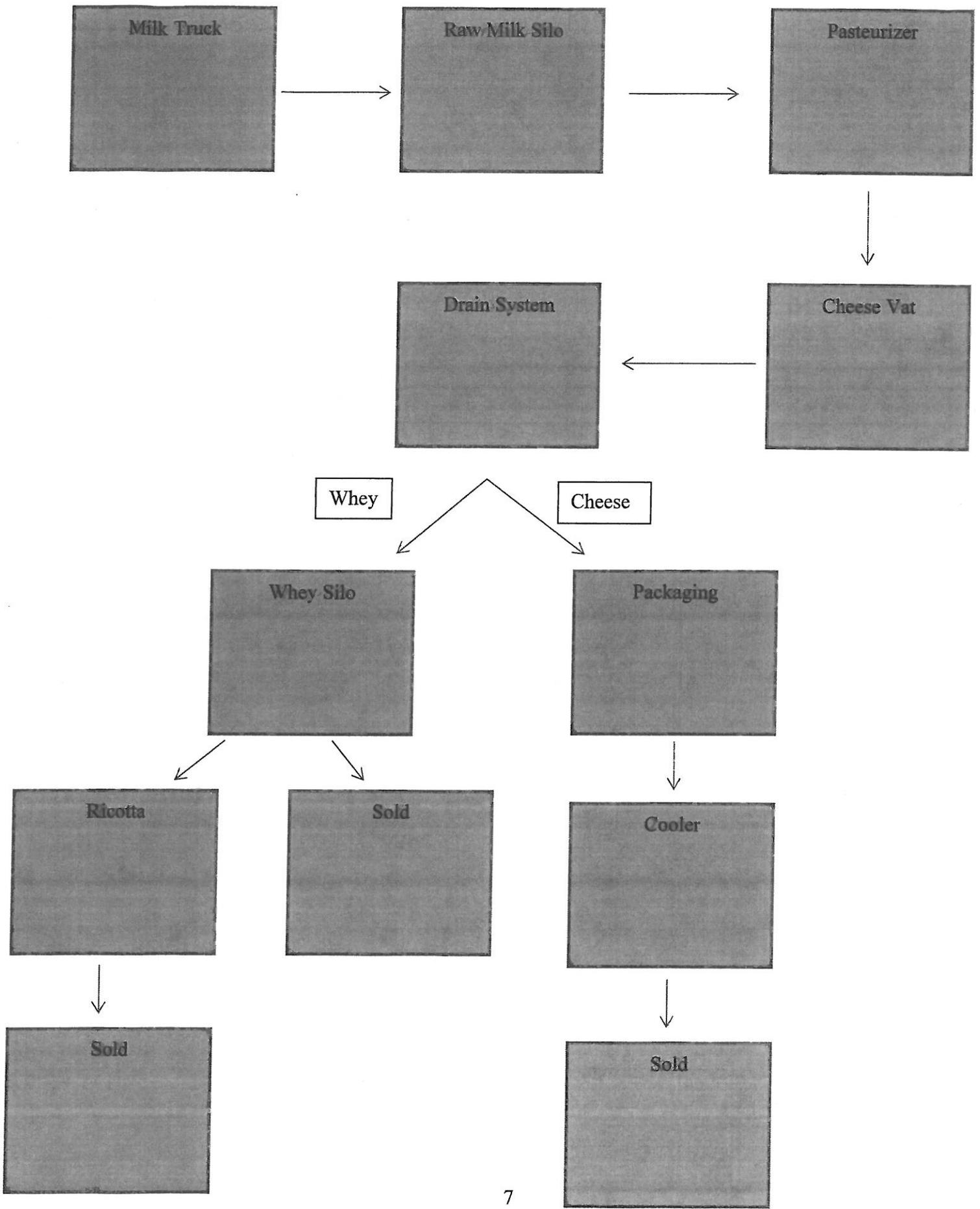
4.11. Wastewater Changes: Any significant change in volume or characteristics of industrial wastewater introduced into the Cold Spring Wastewater Treatment Plant system shall be immediately reported to the Manager of the Cold Spring Wastewater Treatment Plant, phone number 320-685-4318. In such cases this permit may be subject to modification. Notice of any anticipated increase in pollutants contributed shall be given to the City 30 days in advance of such increase, in the form of a new permit application. Submittal of permit application does not constitute permission to discharge. City of Cold Spring shall issue written response to such notification.

4.12. Sewer Rates and Charges:

- A. Refer to the City of Rockville fee schedule. Fee schedule is adopted annually.
- B. Billing will be on a Bi-Monthly basis and based on the average monthly permitted values.

4.13. Modification: The terms and conditions of the permit may be subject to modifications by the City of Cold Spring during the term of the permit as wastewater treatment limitations or requirements are modified or other just cause arises. The permittee shall be informed of any proposed changes in his permit at least 30 days prior to the effective date of change.

End of permit



## Agreement for Professional Services

This Agreement is effective as of August 14, 2015, between City of Rockville, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2016 Sampling Station Improvements.

**Client's Authorized Representative:** City of Rockville

**Address:** PO Box 93  
Rockville, MN 56369-0093

**Telephone:** 320.251.5836      **email:** rweber@rockvillecity.org

**Project Manager:** Jessica Hedin

**Address:** 1200 25th Avenue South, PO Box 1717  
Saint Cloud, MN 56302-1717

**Telephone:** 320.229.4369      **email:** jhedin@sehinc.com

**Scope:** The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 08.03.11), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The City will be replacing existing magnetic flowmeters and installing new flow-paced automatic samplers at the (Prairie Industrial Park) PIP lift station and main lift station. Our services will consist of final design and solicitation of quotes as follows:

- Evaluate replacement of existing magnetic flowmeters and controls for the PIP and main lift stations.
- Evaluate automatic samplers for the PIP and main lift stations. The samplers will be housed outdoors in a weather-proof enclosure.
- Prepare plan sheets to be used to solicit quotes for the supply and installation of the new magnetic flowmeters and automatic samplers. The plans will include the flowmeter in the existing flowmeter manhole structures, controls in existing control panels, new sampler, a concrete pad for the sampler, an enclosure around the sampler, all electrical connections for power and control signals, and site restoration.
- Prepare specifications for major pieces of equipment if needed (i.e. sampler).
- Assist City with soliciting 2-3 quotes for the project.
- Assist City with reviewing quotes received for the project.
- Respond to Contractor questions during construction.
- A maximum of three (3) site visits by the Engineer during construction to observe installation and progress or a maximum of eight (8) hours.
- Final site visit at project completion.
- **Additional Services:** Services from SEH not listed above, if required or requested, can be provided to the City at our normal hourly rate. SEH will provide services associated with BDPI grant application at no cost.

**Assumptions:** The following services are not included in the scope of work and fee for this project at this time:

- Permit application fees.
- Surveying for topography, land/boundary, legal/easement descriptions, and temporary staking.

- Environmental services. It is assumed there are no soil, wetland, or groundwater contamination issues in the project area, or underground tanks.
- Soil borings.

**Schedule:**

The anticipated schedule is as follows:

- Evaluation and preparation of plan sheets will begin upon approval and receipt of signed agreement.
- Plan sheets will be prepared within eight (8) weeks of start of notice to proceed.
- Quotes from contractor received within three (3) weeks of completion of plan sheets.
- Construction start is dependent upon Contractor, but anticipated in Spring 2016.
- Construction anticipated to be completed within three (3) weeks of construction start.

The lump sum fee is \$14,900 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

**Other Terms and Conditions:** Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:  
None.

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**Short Elliott Hendrickson Inc.**

**City of Rockville, Minnesota**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Jessica Hedin  
Project Manager

Title: \_\_\_\_\_

**Exhibit A-2  
to Agreement for Professional Services  
Between City of Rockville, Minnesota (Client)  
and  
Short Elliott Hendrickson Inc. (Consultant)  
Dated August 14, 2015**

**Payments to Consultant for Services and Expenses  
Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

document1

# General Conditions of the Agreement for Professional Services

## SECTION I – SERVICES OF CONSULTANT

### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

## SECTION II – CLIENT RESPONSIBILITIES

### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

## SECTION III – PAYMENTS

### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agrees to be bound by such venue.

## SECTION IV – GENERAL CONSIDERATIONS

### A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Consultant acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

### B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

### C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

### D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

## SECTION V – DISPUTE RESOLUTION

### A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

### B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

## SECTION VI – INTELLECTUAL PROPERTY

### A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

### B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

### C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.