



AGENDA
COMMITTEE OF THE WHOLE

Tuesday, June 4, 2019
6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

Mayor Jeannie Hefty
Susan Kott, Alderman, 1st District
Theresa Meyer, Alderman, 1st District
Bob Grandi, Alderman, 2nd District
Ryan Heft, Alderman, 2nd District
Steve Rauch, Alderman, 3rd District
Jon Schultz, Council President, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

Student Representatives:

Jack Schoepke, Student Representative (BHS)
Morgan Tracy, Student Representative (BHS)

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (*S. Rauch*)
 - A. To approve the Committee of the Whole Minutes for May 21, 2019.
4. **RESOLUTIONS:**
 - A. **Resolution 4958(11)** - To approve Contract Change Order Number Two with Butters Fetting Co, Inc. for a decrease in the contract in the amount of \$6,209.64.
 - B. **Resolution 4859(12)** - To approve the 2018 Compliance Maintenance Annual Report (CMAR) for the Burlington Wastewater Utility.
5. **ORDINANCES:** There are none.
6. **MOTIONS:**
 - A. **Motion 19-930** - To consider approving a Certificate of Appropriateness for 401-409 N. Pine Street.

B. **Motion 19-931** - To approve an Airport Hangar Lease with Brian A. Onstad as trustee of the Brian A. Onstad and Mandy A. Onstad Revocable Trust for property located at Hanger 824 on Hotel Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

7. **ADJOURNMENT** (*J. Schultz*)

Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk's Office at 262-342-1161 at least 24 hours prior to the meeting.



COMMITTEE OF THE WHOLE

ITEM NUMBER 3A

DATE: June 4, 2019

SUBJECT: MEETING MINUTES - To approve the Committee of the Whole Minutes for May 21, 2019.

SUBMITTED BY: Diahnn Halbach, City Clerk

BACKGROUND/HISTORY:

The attached minutes are from the May 21, 2019 Committee of the Whole meeting.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the attached minutes from the May 21, 2019 Committee of the Whole meeting.

TIMING/IMPLEMENTATION:

This item is scheduled for final consideration at the June 4, 2019 Common Council meeting.

Attachments

COW Minutes



City Clerk
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 - (262) 763-3474 fax
www.burlington-wi.gov

**CITY OF BURLINGTON
Committee of the Whole Minutes
Jeannie Hefty, Mayor
Diahnn Halbach, City Clerk
Tuesday, May 21, 2019**

1. **Call to Order - Roll Call**

President Jon Schultz called the Committee of the Whole meeting to order at 6:30 p.m. Roll Call - Present: Alderman Susan Kott, Alderman Theresa Meyer, Alderman Bob Grandi, Alderman Ryan Heft, Alderman Steve Rauch, Alderman Jon Schultz, Alderman Tom Preusker, Alderman Todd Bauman. Excused: Mayor Jeannie Hefty.

Student Representatives - Present: Jack Schoepke (BHS). Excused: Morgan Tracy (BHS).

Staff present: Administrator Carina Walters, City Attorney John Bjelajac, Public Works Director Peter Riggs, Fire Chief Alan Babe, Police Chief Mark Anderson, Library Director Joe Davies and Intern Nick Faust.

2. **Citizen Comments** - There were none.

3. **Approval of Minutes** - To Approve the Committee of the Whole Minutes for May 7, 2019. Motion: Alderman Rauch. Second: Alderman Bauman. With all in favor, the motion carried.

4. **DISCUSSION:**

A. **A discussion regarding the Parkway Tree Planting Cost Share Program.**

Director Peter Riggs provided an update on the Parkway Tree Planting Cost Share Program and explained that it was created to support reforestation of the City's parkways and allow property owners to take an active role in the reforestation of their parkway and would offer homeowners up to \$200 reimbursement for planting a tree in the parkway. A total of 50 grants will be available in 2019 and awards would be made on a first come, first served basis, whereas properties that have had trees removed from their parkways, would be given priority.

Alderman Bauman asked if the program is for one \$200 grant per property per year. Riggs replied that it would be one per property per year in order to ensure that enough people can participate in the program. Alderman Schultz asked if this included corner lots. Riggs responded that it would be tied to the property, as one per property per year.

Alderman Grandi asked if this program pertains to trees removed due to street and sidewalk repairs and improvements. Riggs responded that those trees are included in the road program and wouldn't affect Cost Share Program.

B. **A discussion regarding 2017 Wastewater Rate Billing Recapture.**

Director Riggs reviewed the background history regarding the wastewater rate adjustment that was implemented for Category A customers, but not Category B, Extraterritorial, or Hauled Waste customers, which resulted in an under billing of \$617,952.06 over a period of 26 months. Riggs further explained that budgeted revenue projections for the Wastewater Utility were still met during this time period due to the method of estimation used in the budgeting process, however, revenues should have exceeded the budget had correct rates been properly applied. Riggs then reviewed three options for Council to consider which included recapturing all revenue, no revenue, or a portion of the revenue.

Alderman Rauch stated he supports not recapturing the revenue.

Alderman Schultz commented that if the City would have over billed customers, the City would be expected to reimburse them. Schultz further stated that the City should be \$300,000 ahead of budget, which ultimately affects the tax payers.

Alderman Grandi also stated he felt it wasn't a good idea to go back and recapture the revenue.

Alderman Preusker agreed with Rauch and Grandi and stated that the customers paid the amount that was on their bill and that the real problem is a policy change needs to be made in order to forecast revenues more accurately. Administrator Walters stated that a policy change is already being implemented and that rates will be based on volume metric.

Alderman Schultz asked if notices of the increase were sent to customers. Riggs responded that it is not required to send notices to wastewater customers, however, Category B customers were notified in September 2018 of the 3% rate increase, which is when the current rate issue was discovered. These customers were then sent notification of the rate increase for the March 1st implementation of the 2017 rate. Alderman Grandi asked if notices will be sent to wastewater customers from now on. Riggs responded that although not required, it is good practice, and they will from now on, send notifications of any rate increases.

C. **A discussion regarding Burlington Chocolate Festival traffic control and pedestrian crossing services.**

Chief Anderson explained that he was contacted by the Burlington Chocolate Festival to notify him that they had no one to provide traffic control and pedestrian crossing services this year for ChocolateFest because the company they had been using stopped operating and nobody else was available. Anderson stated that they are requesting services from Burlington Police Department and then explained in further detail the crossing locations, hours required, and costs involved for police employees to provide these services. Alderman Schultz requested a follow-up report after the Festival.

5. **RESOLUTIONS:**

A. **Resolution 4937(39)** - To consider approving the adoption of an updated Five-Year Financial Management Plan.
This item was tabled.

B. **Resolution 4955(8)** - To Approve the Transfer of Certain Real Property to Shawn and Jeanita Karnes at 357 Lewis Street.
Shawn Karnes presented a PowerPoint to better explain the history of the discrepancy on his property deed, showing that a portion of City property was originally part of the property located at 357 Lewis Street and requested this parcel be transferred back to the original parcel via a Quit Claim Deed.

C. **Resolution 4956(9)** - To Approve the purchase of three new service trucks for the Department of Public Works.
Riggs provided an overview of his request to purchase three new trucks for the DPW, of which was included in the 2019 budget. Riggs stated VendorNet was used and Ewald provided the best pricing. Riggs further stated that the total price of all three vehicles is \$157,848, which is \$12,152 less than the budgeted amount of \$170,000.

Alderman Preusker was pleased that VendorNet was utilized and asked if Lynch or Miller Motors was able to meet or beat Ewald's pricing, Riggs responded that both dealerships had limited stock and pricing was too high for what they needed.

Alderman Rauch asked what the plans are for the used trucks. Riggs responded that the used trucks would go to auction and the proceeds from those sales would go to the Equipment Replacement Fund.

- D. **Resolution 4957(10)** - To approve Conveying a Sanitary Sewer Easement from the City of Burlington to Integrated Lubricants/Applied Material Solutions (AMS) for City Property Located at 2100 S. Pine St, Parcel Number 51-206-02-19-09-002-110.

Riggs reviewed the background history of AMS and the DNR's Notice of Noncompliance to AMS for violation of their discharge permit and intends to revoke and reissue a new permit on July 1, 2019. According to Riggs, AMS has indicated that they will not be able to meet the numeric water quality requirements of the new permit without installation of internal wastewater treatment equipment, which will take several months. AMS would like to connect to the City's sanitary sewer system for an alternate discharge option, which requires an expansion of their existing 20 foot easement on City property to a total width of 40 feet and will require a connection fee. Riggs further stated that the easement agreement provides AMS a sanitary sewer easement agreement and details the methodology for the interim Residential Equivalent Unit (REU) calculations and connection fee as well as outlines the intentions of the City for monitoring and recalculating the connection fee in the future.

Alderman Preusker commented that he felt the agreement was reasonable, but questioned if AMS was aware of this discussion. Tom Rebernak, President of AMS, was also in attendance and stated that everyone is on the same page and is in agreement with the conditions of the agreement.

Alderman Grandi asked Riggs if AMS isn't able to complete their project within 24 months, would that affect the City's operations and what parameters are in place to prevent them from exceeding the 2-year timeframe. Riggs responded that the waste water treatment has the capacity to accept the amount of flow from AMS in perpetuity. Riggs further stated that the agreement includes Exhibit C which defines in further detail the timing requirements, which assures the project won't linger and will be completed in 24 months, otherwise AMS will be charged a connection fee for their flow.

Alderman Schultz asked Riggs to clarify the charge for REU's stated in paragraph 5 of Exhibit C, which stated the total connection fee charged to AMS, at the time of permit application, for 49.5 REU shall be \$81,675.00. Riggs responded that was a typo and the correct amount should be 9 REU's for a total of \$14,850. There was no further discussion.

6. **ORDINANCES:** There were none.

7. **MOTIONS:** There were none.

8. **ADJOURNMENT**

Motion: Alderman Schultz. Second: Alderman Preusker. With all in favor, the motion carried and the meeting was adjourned at 7:59 p.m.

Minutes respectfully submitted by:

Diahnn C. Halbach
City Clerk
City of Burlington



DATE: June 4, 2019

SUBJECT: **RESOLUTION 4958(11)** - To approve Contract Change Order Number Two with Butters Fetting Co, Inc. for a decrease in the contract in the amount of \$6,209.64.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The Well #11 Radium Removal project is complete. The well is online and meeting all necessary water quality parameters as expected. Butters-Fetting was contracted to perform the project for an amount not to exceed \$847,500. Previously, the Common Council approved Change Order #1 in the amount of \$19,928.70 to cover additional paving, painting, and cash allowances to complete the project.

During the course of actions necessary to close out the project and secure reimbursement for the Clean Water Fund loan, Wisconsin Department of Natural Resources (WDNR) staff disputed a series of charges and documentation for the project. Specifically, WDNR disputes the cash allowance provided in Change Order #1, the Use of American Iron and Steel documentation, and chain link fencing. The total of these disputes amounts to \$6,209.64 which WDNR will not disperse to the City. These disputed items were the compliance responsibility of the City's contractor, Butters-Fetting. Thus, the City's recourse is to seek a change order reduction to the total contract.

BUDGET/FISCAL IMPACT:

Change Order #1 increased the contract amount for the project from \$847,500 to \$867,428.70. Change Order #2 reduces the contract amount from \$867,428.70 to \$861,219.06.

The total project cost remains under the loan amount of \$1,054,675.00.

RECOMMENDATION:

Staff recommends approval of Change Order #2.

TIMING/IMPLEMENTATION:

This item is presented for discussion at the June 4, 2019 Committee of the Whole meeting and final consideration the same night at the Common Council Meeting. This item has been scheduled for initial and final consideration on the same night due to a need to expedite close out of the project.

Attachments

- Res 4958(11)
- Change Order #2

**A RESOLUTION APPROVING CONTRACT CHANGE ORDER NUMBER TWO
WITH BUTTERS FETTING CO, INC. FOR A DECREASE IN THE CONTRACT IN
THE AMOUNT OF \$6,209.64**

WHEREAS, Resolution 4833(52) approved the award of the bid to Butters-Fetting Co, Inc. for the Well #11 Radium Compliance Improvement Project for the Lump Sum Bid of \$847,500; and,

WHEREAS, the City of Burlington entered into a contract with Butters-Fetting Co, Inc. for said improvements; and,

WHEREAS, the original contract was increased through change order number one and adopted resolution 4940(42) in the amount of \$19,928.70; and,

WHEREAS, during the course of evaluation of disbursement request number 5 by the Wisconsin Department of Natural Resources (WI-DNR) in the amount of \$52,467.26 which included change order number one, it was determined that a reduction change was necessary to the portions of the project including a Cash Allowance, Use of American Iron and Steel (UAIS) and chain link fencing; and,

WHEREAS, the City of Burlington, Baxter & Woodman, Inc. and Butters-Fetting Co, Inc. received this notification from the WI-DNR requesting a reduction in the Contract in the amount of \$6,209.64 as described in the attachment and part of this resolution; and,

WHEREAS, said Change Order Number Two for a reduction amount of \$6,209.64 has been recommended for approval by the Engineer (Baxter & Woodman, Inc.) and the Director of Public Works; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that Change Order Number Two is hereby approved for a decrease in the amount of \$6,209.64.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute Change Order Number One on behalf of the City.

Introduced: June 4, 2019
Adopted: June 4, 2019

Jeannie Hefty, Mayor

Attest:

Diahn Halbach, City Clerk

Douglas R. Snyder

From: Fuja, Francis G - DNR <Francis.Fuja@wisconsin.gov>
Sent: Monday, April 29, 2019 3:04 PM
To: DeQuaker, Steven J - MUN
Cc: Douglas R. Snyder; Dave Ruffalo; priggs@burlington-wi.gov; Leizinger, Kimberly A - DNR; Ritchie, Jim M - DNR
Subject: Final Inspection for Burlington SDWLP 5475-03 Well No. 11 Radium Compliance Improvements
Attachments: Use of American Iron and Steel Requirements for the Burlington Softener project - SDWPL 5475-03.msg

Steven:

The final inspection for the above-referenced project has been completed. The Environmental Loan Final Inspection Screen has been revised accordingly.

The following discussion items will affect the final loan reimbursement payout:

- A) Change Order No. 1 was submitted by email on 03/21/2019. Requested backup cost documentation was submitted by separate email from Peter Riggs on 3/21/2019. The requested change order amount was \$19,928.70. Based upon an evaluation of these submittals, it was determined that the 5% mark-up (\$19.64) on the difference in the SPEC SECTION 01 21 13 CASH ALLOWANCES was not eligible for loan reimbursement. [NOTE: Reference Part 1.2A of the SPEC SECTION 01 21 13.] As shown below is a screen shot of the Environmental Loan Change Order Screen for this project:

Item Number	Rebudget Type	Contract Number	Contractor	Description	Total
1	CHG_ORD	BUTTERS	BUTTERS-FETTING CO	1) cash allowances used for submittal exchange, water se	

- B) A Use of American Iron & Steel (UAIS) compliance document was submitted by the general contractor on 4/23/2019. This was amended by the general contractor by submitting an attachment .pdf by email on 4/23/2019. I have reviewed this document and have the following comments:
+The SPEC SECTION 03 30 00 Part 2.2 REINFORCEMENT submittal does not comply with the certification requirements designated by the 03/20/2014 USEPA final guidance memorandum. A previous email (see attachment) was sent to Dave Ruffalo [with a cc to Doug Snyder] – indicating that this document was not valid as a certification letter. The value of the rebar associated with this project was reported to be \$4690 [based upon an 01/21/2019 email from Joe Ehlen [Sherrer Construction] to Dave Ruffalo]. Based upon Part 3.06 of the Financial Assistance Agreement (dated 06/27/2017), my recommendation to the loan reimbursement specialist is that this amount (\$4690) should be deducted from the final loan reimbursement payout.
- C) Note that fencing and fence tubing is included as a construction material in Item No. 21 (see Page 8) of the 03/20/2014 USEPA final guidance memorandum. This was not included in the Based upon the SPEC SECTION 32 31 13 CHAIN LINK FENCES AND GATES, I have estimated the value of the fencing materials at \$1500. Based upon Part 3.06 of the Financial Assistance Agreement (dated 06/27/2017), my recommendation to the loan reimbursement specialist is that this amount (\$1500) should be deducted from the final loan reimbursement payout.

Please contact me if you have any questions.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate my customer service.

Francis G. Fuja, P.E.
Construction Management Engineer – Environmental Loan Section
Wisconsin Department of Natural Resources
2300 N. Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212
Cell Phone: 414-303-1711
francis.fuja@wisconsin.gov





DATE: June 4, 2019

SUBJECT: **RESOLUTION 4859(12)** - To approve the 2018 Compliance Maintenance Annual Report (CMAR) for the Burlington Wastewater Utility.

SUBMITTED BY: Peter Riggs, Director of Public Works

BACKGROUND/HISTORY:

The Compliance Maintenance Annual Report (CMAR) is required by the Wisconsin Department of Natural Resources (DNR) to ensure the City's Wastewater Utility is in compliance with the permit issued by the DNR. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of wastewater treatment during a calendar year, and assesses its level of compliance with permit requirements. This report, which is required to be completed and submitted annually, must be reviewed and approved by the Common Council and the DNR.

The purpose of the CMAR is to evaluate the wastewater treatment system for problems or deficiencies. Owners identify proposed actions to prevent violations of WPDES permits and water quality degradation. The CMAR program also encourages actions that promote awareness and responsibility for wastewater collection, treatment needs that maximize the useful life of wastewater treatment systems through improved operation and maintenance, and formal planning, design and construction for system upgrades.

The 2018 CMAR grade point average for the Burlington Wastewater Utility was 4.0, based on a 4.0-point grading system. The City of Burlington Wastewater Utility has received a 4.0 score on the CMAR eight times since 2007, demonstrating a history of excellence and professionalism in wastewater treatment. The City's Wastewater treatment plant and collection system are in full compliance with our WPDES permit. The Wastewater Utility strives year round to achieve a high level of quality in wastewater treatment and we are proud to submit this excellent report.

BUDGET/FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends the Council approve the 2018 CMAR resolution.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the 6/4/2019 Committee of the Whole meeting and for final consideration at the 6/18/2019 Common Council Meeting.

Attachments

Res 4959(12)
2018 CMAR

**A RESOLUTION APPROVING THE 2018 COMPLIANCE MAINTENANCE ANNUAL REPORT
(CMAR)**

WHEREAS, the Wisconsin Department of Natural Resources requires the completion of a Compliance Maintenance Annual Report (CMAR), which will evaluate and document the performance and condition of the Wastewater Utility; and,

WHEREAS, the CMAR will assist treatment plant owners to plan for the future where necessary so that each plant will maintain their permit requirement; and,

WHEREAS, the operators of the Burlington Water Pollution Control Facility will continue to have training and testing opportunities to further their license status and safety understanding; and,

WHEREAS, scheduled preventive maintenance activities will continue to be performed on the collection system in order to prevent future sanitary system overflows.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington has reviewed and approved the 2018 CMAR. A copy of which is attached hereto.

Introduced: June 4, 2019

Adopted:

Jeannie Hefty, Mayor

Attest:

Diahnn Halbach, City Clerk

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/20/2019 **2018**

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	2.6956	x	278	x	8.34	=	6,240
February	3.0702	x	256	x	8.34	=	6,556
March	2.8355	x	288	x	8.34	=	6,807
April	2.8052	x	295	x	8.34	=	6,910
May	3.3458	x	226	x	8.34	=	6,302
June	3.2812	x	269	x	8.34	=	7,347
July	3.0639	x	206	x	8.34	=	5,260
August	2.7386	x	277	x	8.34	=	6,334
September	3.0114	x	238	x	8.34	=	5,976
October	3.7759	x	208	x	8.34	=	6,549
November	3.0558	x	232	x	8.34	=	5,907
December	3.0365	x	199	x	8.34	=	5,029

2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	4.9	x	90	=	4.41
		x	100	=	4.9
Design (C)BOD, lbs/day	11350	x	90	=	10215
		x	100	=	11350

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/20/2019 **2018**

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?
 Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

Yes

No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

Yes

No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks

Holding Tanks

Grease Traps

Yes

Yes

Yes

No

No

No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

Yes gallons

No

Holding Tanks

Yes gallons

No

Grease Traps

Yes gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

Yes

No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/20/2019 **2018**

<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <p>Landfill leachate waste, cleaning solution waste, industrial waste.</p>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/20/2019 **2018**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	5	1	0	0
March	30	27	5	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	3	1	0	0
July	30	27	3	1	0	0
August	30	27	3	1	0	0
September	30	27	5	1	0	0
October	30	27	5	1	0	0
November	30	27	5	1	0	0
December	30	27	5	1	0	0

* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
Total number of points			0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

- Yes

Enter last calibration date (MM/DD/YYYY)

- No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- Yes

- No

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/20/2019 **2018**

<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
5/20/2019 **2018**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	8	1	0	0
February	30	27	6	1	0	0
March	30	27	6	1	0	0
April	30	27	6	1	0	0
May	30	27	5	1	0	0
June	30	27	6	1	0	0
July	30	27	4	1	0	0
August	30	27	4	1	0	0
September	30	27	7	1	0	0
October	30	27	11	1	0	0
November	30	27	8	1	0	0
December	30	27	6	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Burlington Water Pollution Control

Last Updated: Reporting For:
5/20/2019 **2018**

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January									
February									
March									
April									
May									
June									
July									
August									
September									
October	13		.015214286	0					
November									
December									
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.533	1	0
February	1	0.677	1	0
March	1	0.563	1	0
April	1	0.520	1	0
May	1	0.484	1	0
June	1	0.368	1	0
July	1	0.323	1	0
August	1	0.436	1	0
September	1	0.414	1	0
October	1	0.542	1	0
November	1	0.424	1	0
December	1	0.494	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit
- Publicly Distributed Exceptional Quality Biosolids
- Hauled to another permitted facility
- Landfilled
- Incinerated
- Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

741 acres

2.1.2 How many acres did you use?

94.0 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

Yes (30 points)

No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

Yes

No (10 points)

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75	2.9			2.2			3.9			2.2				0	0
Cadmium		39	85	1.4			1.5			1.4			1.5				0	0
Copper		1500	4300	590			680			780			830				0	0
Lead		300	840	36			40			42			37				0	0
Mercury		17	57	.58			.72			.8			.7				0	0
Molybdenum	60		75	15			18			22			22			0		0
Nickel	336		420	39			55			57			53			0		0
Selenium	80		100	4.8			8.3			4.6			4.3			0		0
Zinc		2800	7500	710			860			890			970				0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

0 (0 Points)

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- 1-2 (10 Points)
 - > 2 (15 Points)
- 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)
- Yes
 - No (10 points)
 - N/A - Did not exceed limits or no HQ limit applies (0 points)
 - N/A - Did not land apply biosolids until limit was met (0 points)
- 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0
- Exceedence Points
- 0 (0 Points)
 - 1 (10 Points)
 - > 1 (15 Points)
- 3.1.4 Were biosolids land applied which exceeded the ceiling limit?
- Yes (20 Points)
 - No (0 Points)
- 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2018 - 12/31/2018
Density:	30,835
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2018 - 03/31/2018
Density:	30,835
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

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Last Updated: Reporting For:
5/20/2019 **2018**

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2018 - 06/30/2018
Density:	13,002
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2018 - 09/30/2018
Density:	5,811
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	
Process Description:	

Outfall Number:	004
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2018 - 12/31/2018
Density:	10,798
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	
Process Description:	

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

0

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Outfall Number:	004
Method Date:	12/31/2018
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	03/31/2018
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	06/30/2018
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	09/30/2018
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	12/31/2018
Option Used To Satisfy Requirement:	Injection when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

0

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<p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <ul style="list-style-type: none"> <input checked="" type="radio"/> \geq 180 days (0 Points) <input type="radio"/> 150 - 179 days (10 Points) <input type="radio"/> 120 - 149 days (20 Points) <input type="radio"/> 90 - 119 days (30 Points) <input type="radio"/> $<$ 90 days (40 Points) <input type="radio"/> N/A (0 Points) <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 2px;">None</div>	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Last Updated: Reporting For:
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Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/>○ No (40 points) <input type="checkbox"/><input type="checkbox"/> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system○ Computer system● Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">● Excellent○ Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

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Preventative maintenance tasks are detailed using a computerized work order system. Work orders are generated and assigned to plant operators weekly. All plant equipment, including pumps, blowers, vehicles, etc., have work orders generated which include maintenance tasks performed on a weekly, bi-weekly, monthly, quarterly, semi-annually and annual basis.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) <p>Name: <input style="width: 300px;" type="text" value="DONALD T HEFTY"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="35175"/></p>	0																																																																																								
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th colspan="2">WWTP</th> <th colspan="2">OIC</th> </tr> <tr> <th>Advanced</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td></td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>P</td><td>Total Phosphorus</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td style="text-align: center;">X</td><td></td><td></td><td style="text-align: center;">X</td></tr> <tr><td>L</td><td>Laboratory</td><td style="text-align: center;">X</td><td></td><td></td><td></td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td style="text-align: center;">X</td><td style="text-align: center;">NA</td><td style="text-align: center;">NA</td><td style="text-align: center;">NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2018; subclass SS is basic level only.)</p> <ul style="list-style-type: none"> ● Yes (0 points) ○ No (20 points) 	Sub Class	SubClass Description	WWTP		OIC		Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X			X	A2	Attached Growth Processes	X			X	A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural					A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X			X	C	Biological Solids/Sludges	X			X	P	Total Phosphorus	X			X	N	Total Nitrogen					D	Disinfection	X			X	L	Laboratory	X				U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	NA	NA	0
Sub Class			SubClass Description	WWTP		OIC																																																																																			
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<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> One or more additional certified operators on staff <input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	0																																																																																								
<p>4. Continuing Education Credits</p>																																																																																									

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 80%;" type="text" value="Steve DeQuaker, Treasurer"/></p> <p>Telephone: <input style="width: 20%;" type="text" value="(262) 342-1170"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 80%;" type="text" value="sdequaker@burlington-wi.gov"/></p>																	
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</p> <p>Year: <input style="width: 150px;" type="text" value="2017"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0																
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>																	
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</p> <p>Year: <input style="width: 150px;" type="text" value="2017"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%;"></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;"><input style="width: 90%;" type="text" value="229,796.45"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="2,716.20"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td></td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="232,512.65"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: center;">+</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 90%;" type="text" value="0.00"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 90%;" type="text" value="229,796.45"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 90%;" type="text" value="2,716.20"/>	3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 90%;" type="text" value="232,512.65"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 90%;" type="text" value="0.00"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR		\$	<input style="width: 90%;" type="text" value="229,796.45"/>														
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$	<input style="width: 90%;" type="text" value="2,716.20"/>														
3.2.3 Adjusted January 1st Beginning Balance		\$	<input style="width: 90%;" type="text" value="232,512.65"/>														
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	\$	<input style="width: 90%;" type="text" value="0.00"/>														

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 232,512.65

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

None

3.3 What amount should be in your Replacement Fund?

\$ 205,000.00

0

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Phosphorus reduction project.	50000	2020
2	Phosphorus Treatment Compliance Schedule.	5000000	2024

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	42,405	630
February	45,287	590
March	44,460	570
April	39,976	511
May	40,586	83
June	46,378	0
July	41,126	1
August	38,912	0
September	40,767	1
October	46,694	1
November	41,831	424
December	49,260	879
Total	517,682	3,690
Average	43,140	369

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

By Whom:

Describe and Comment:

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6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	166,844	83.56	1,997	193.44	863	13,527
February	159,954	85.97	1,861	183.57	871	10,728
March	143,181	87.90	1,629	211.02	679	7,273
April	100,039	84.16	1,189	207.30	483	6,091
May	158,671	103.72	1,530	195.36	812	2,791
June	158,339	98.44	1,608	220.41	718	1,478
July	170,987	94.98	1,800	163.06	1,049	2,758
August	142,607	84.90	1,680	196.35	726	1,644
September	172,647	90.34	1,911	179.28	963	1,033
October	125,989	117.05	1,076	203.02	621	5,906
November	180,844	91.67	1,973	177.21	1,021	5,205
December	166,000	94.13	1,764	155.90	1,065	9,407
Total	1,846,102	1,116.82		2,285.92		67,841
Average	153,842	93.07	1,668	190.49	823	5,653

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control
- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

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7.2.2 Comments:

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

Flared Off

Building Heat

Process Heat

Generate Electricity

Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

2015

By Whom:

Honeywell

Describe and Comment:

Energy efficient lighting upgrades

Part of the facility

Year:

By Whom:

Describe and Comment:

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Clean 10% of the collection system
Televise 10% of the collection system
Reduce I/I

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 9-15-1998

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map

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- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input style="width: 50px; text-align: right;" type="text" value="19"/>	% of system/year
Root removal	<input style="width: 50px; text-align: right;" type="text" value="1"/>	% of system/year
Flow monitoring	<input style="width: 50px; text-align: right;" type="text" value="1"/>	% of system/year
Smoke testing	<input style="width: 50px; text-align: right;" type="text" value="0"/>	% of system/year
Sewer line televising	<input style="width: 50px; text-align: right;" type="text" value="10"/>	% of system/year
Manhole inspections	<input style="width: 50px; text-align: right;" type="text" value="30"/>	% of system/year
Lift station O&M	<input style="width: 50px; text-align: right;" type="text" value="52"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 50px; text-align: right;" type="text" value="1"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 50px; text-align: right;" type="text" value="2"/>	% of sewer lines rehabbed
Private sewer inspections	<input style="width: 50px; text-align: right;" type="text" value="1"/>	% of system/year

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Private sewer I/I removal % of private services
 River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="43.907"/>	Total actual amount of precipitation last year in inches
<input type="text" value="33.84"/>	Annual average precipitation (for your location)
<input type="text" value="57.66"/>	Miles of sanitary sewer
<input type="text" value="9"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="1"/>	Number of basement backup occurrences
<input type="text" value="12"/>	Number of complaints
<input type="text" value="3.060"/>	Average daily flow in MGD (if available)
<input type="text" value="3.776"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.02"/>	Basement backups (number/sewer mile)
<input type="text" value="0.21"/>	Complaints (number/sewer mile)
<input type="text" value="1.2"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- Yes

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<ul style="list-style-type: none"> ● No <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:</p> <div style="border: 1px solid black; padding: 5px;"> <p>A section of a 30" interceptor relocated for a road project on Calumet St. There was significant I/I in this line. The I/I was eliminated after the section of the was relocated interceptor.</p> </div> <p>5.4 What is being done to address infiltration/inflow in your collection system?</p> <div style="border: 1px solid black; padding: 5px;"> <p>If we find problem areas during TV inspections, they are addressed immediately.</p> </div>	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0022926

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			37	148
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00



DATE: June 4, 2019

SUBJECT: **MOTION 19-930** - To conditionally approve a Certificate of Appropriateness for 401-409 N. Pine Street.

SUBMITTED BY: Gregory Guidry, Building Inspector

BACKGROUND/HISTORY:

According to Ch. 315-42E(1), the Common Council must approve any alteration including architectural appearance. Alterations include any exterior change (including painting), addition to, or demolition of any part or all of the exterior of a structure within the HPO District. In determining such approval, the Common Council shall take into consideration the recommendation of the Historic Preservation Committee.

Wendy Lynch, applicant, is requesting approval of a Certificate of Appropriateness located at 401-409 N. Pine Street. The proposed project consists of:

- The painting of the northwest exterior wall (Flippy’s wall) in order to cover tar and existing paint. This wall faces into The Urb Garden. The northwest wall is currently in a condition that requires some maintenance due to fire damage. The wall has tar drips, soot stains, in addition to some existing paint outlining the former building. This paint is light yellow and pink, in color, however, the rusticated concrete block on all other sides of this structure are not painted. The applicant is working to renovate this space to be used as an outdoor space connected to Mercantile Hall for weddings and events, and would like to improve the appearance of this wall.

It is recommended that the following options be considered:

- 1) The applicant hires a mason that is knowledgeable of and qualified to perform masonry cleaning.
- 2) If cleaning is ruled out by this mason professional, it is requested that this be documented and that an appropriate alternative plan be presented. If the recommendation is painted, a painting plan that includes the cleaning, sealing and priming process as appropriate shall be detailed and shared.

BUDGET/FISCAL IMPACT:

N/A

RECOMMENDATION:

The Historic Preservation Commission (HPC) unanimously recommended conditional approval of the Certificate of Appropriateness application at their May 23, 2019 meeting to first clean the masonry, but if not, come back for HPC approval with a painting plan, and provide documentation showing that cleaning is not an option.

TIMING/IMPLEMENTATION:

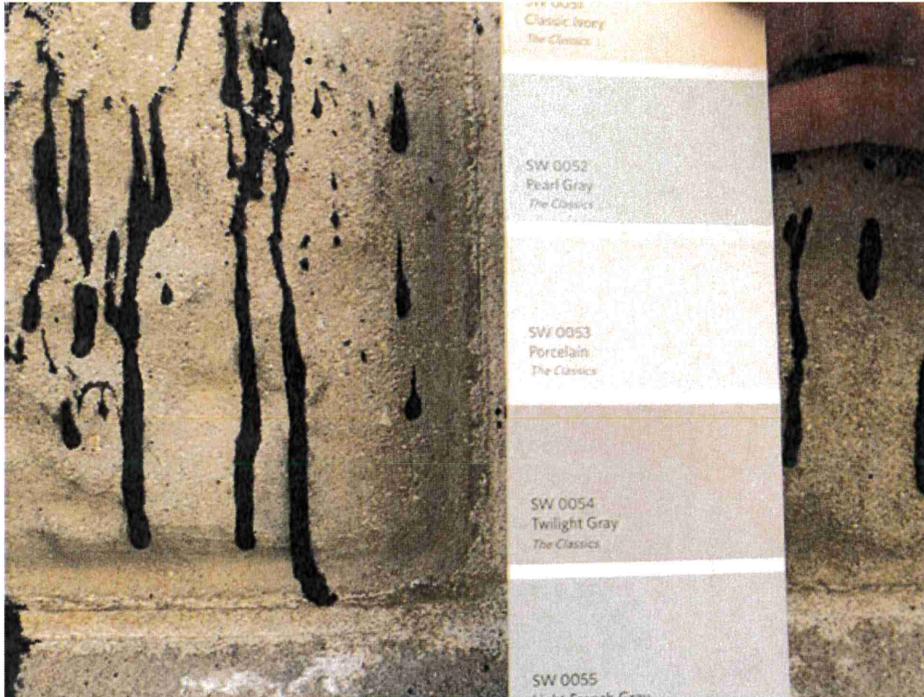
This item is for discussion at the June 4, 2019 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

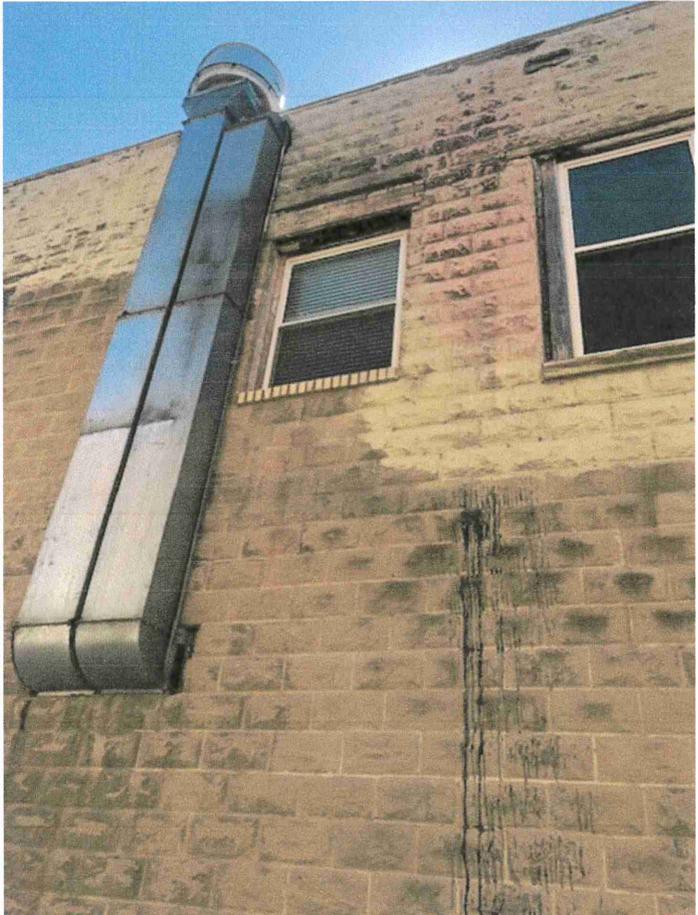
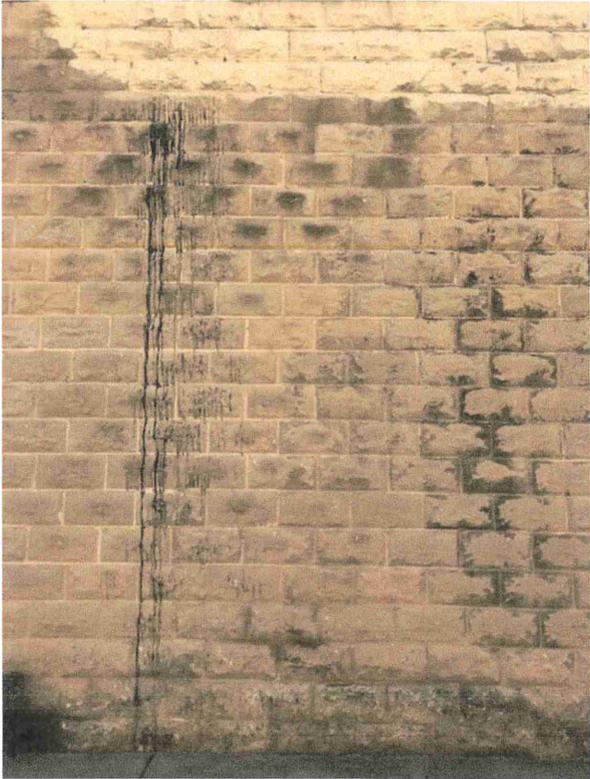
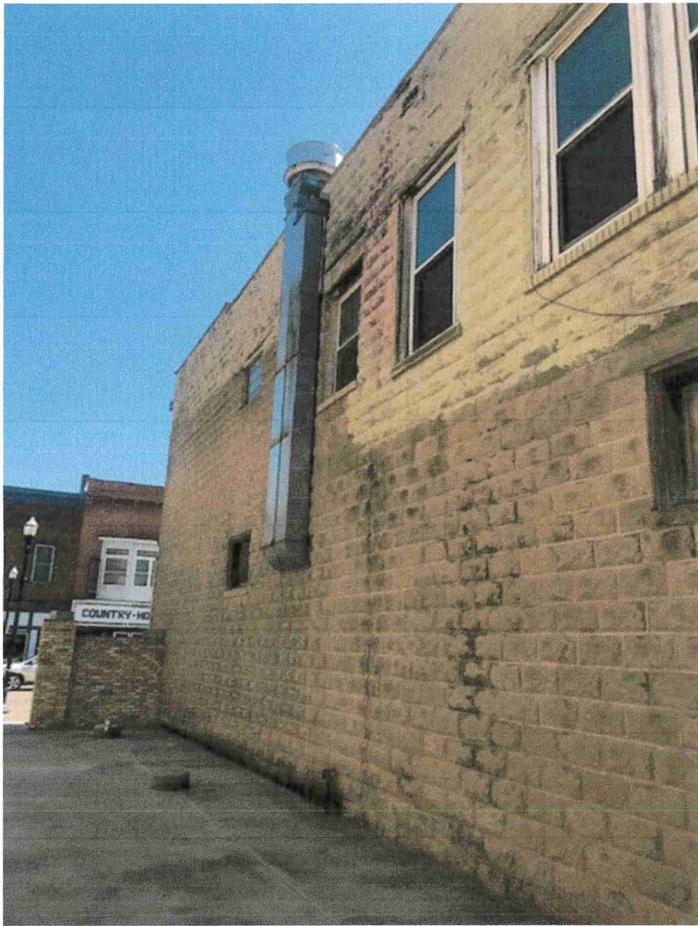
Attachments

COA 401-409 N. Pine St.

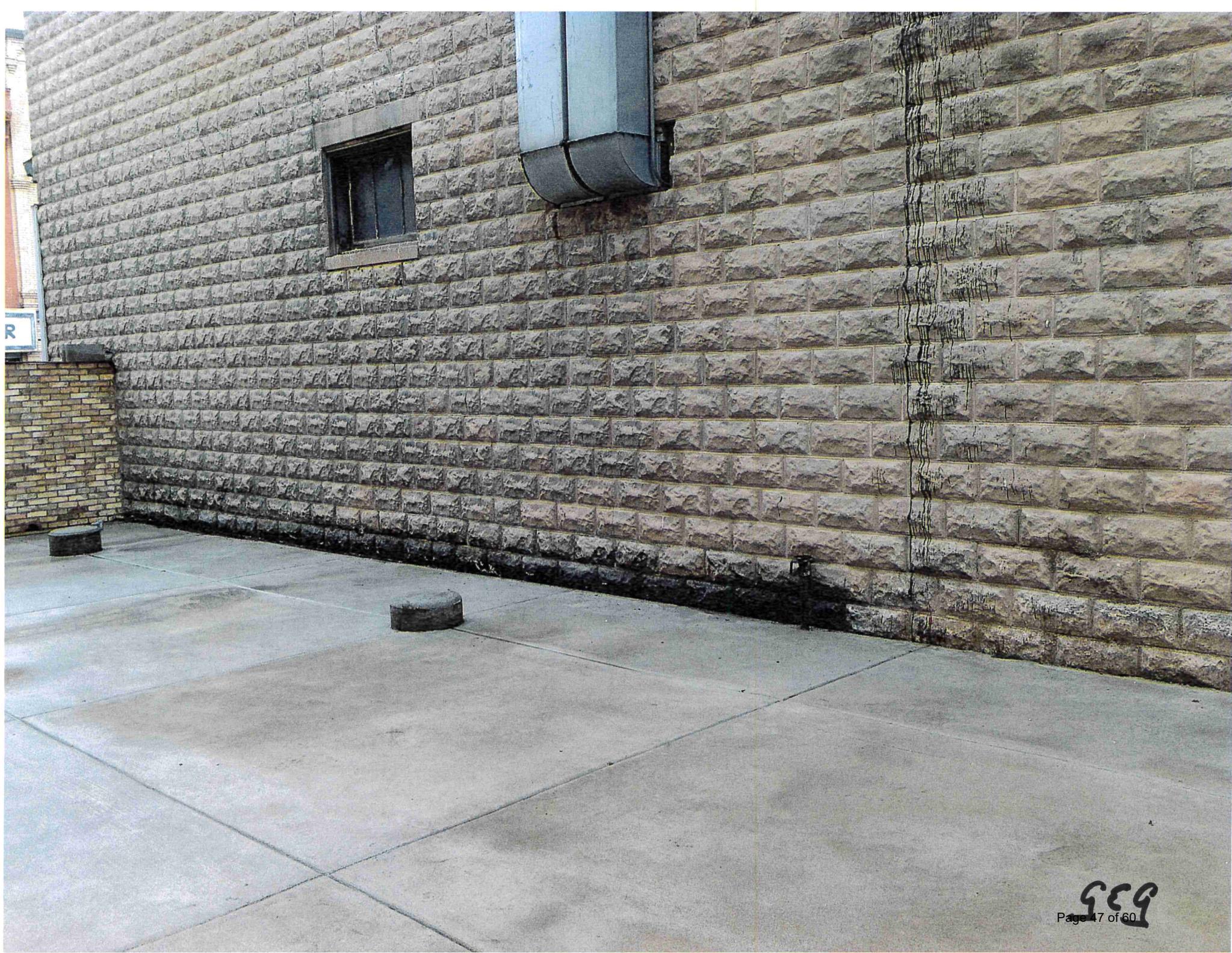
Repainting of Flippy's Wall (facing The Urb Garden & Mercantile Hall)

1. Fire damage left the side of the building full of tar drips and soot stains
2. We are proposing to cover the cost in full to repaint the entire side of the building using the same base color which will clean it up dramatically as evidenced in the photos below
3. Color: (from the historic collection: Porcelain











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SES



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925



DATE: June 4, 2019

SUBJECT: MOTION 19-931 - To approve an Airport Hangar Lease with Brian A. Onstad as trustee of the Brian A. Onstad and Mandy A. Onstad Revocable Trust for property located at Hanger 824 on Hotel Taxiway, Burlington Municipal Airport, Burlington, Wisconsin.

SUBMITTED BY: Carina Walters, City Administrator

BACKGROUND/HISTORY:

The Airport Committee met on May 23, 2019 and recommends that the City enter into a not-to-exceed twenty-nine (29) year Airport Hangar Lease agreement with Brian A. Onstad for property located at Hanger 824 on Hotel Taxiway.

The amount of the lease equals the sum of \$.095 cents per square foot for the leased area, which contains a total of 2,400 square feet, for a total amount of \$228.00, prorated in the first and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020.

BUDGET/FISCAL IMPACT:

An annual payment of \$228.00 will be paid to the City each year by January 1 for lease of the hangar.

RECOMMENDATION:

Staff recommends approval of this Airport Hangar Lease with Brian A. Onstad.

TIMING/IMPLEMENTATION:

This item is scheduled for discussion at the June 4, 2019 Committee of the Whole meeting, and due to timing, is scheduled for final consideration at this evening's Common Council meeting.

Attachments

Airport Lease Agreement

AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of May, 2019 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as “Lessor”, and Brian A. Onstad as trustee of the Brian A. Onstad and Mandy A. Onstad Revocable Trust dated Feuary 23,2017 whose mailing address is 37400 Geneva Rd. Burlington, WI 53105 hereinafter referred to as “Lessee”; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 824 Hotel Taxiway. This Lease does not include use of City Water.

ARTICLE 2 TERM

The term of this Lease shall be from May 1, 2019 to April 30, 2048 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$.095 cents per square foot for the leased area, which contains a total of 2400 square feet, for a total amount of \$ 228.00, prorated in the first and last years of the Lease with the first-year payment of \$ N/A due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2020 subject to the provisions set forth in Article 5, Section A.

ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

_____ Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1st, if Lessee petitions the Airport Committee in writing no later than December 10th and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

ARTICLE 5

ADDITIONAL PROVISIONS

A. RENTAL INCREASES. The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.

B. IMPROVEMENTS. Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.

C. USE OF FACILITIES. Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.

D. COMPLIANCE WITH LAWS. Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.

E. INDEMNIFICATION. Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.

F. SUBLEASE-RENTAL OF PREMISES. Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use _____ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessee.

herein or on behalf of or by any other person or persons for any act or omission on the part of the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

G. OWNERSHIP OF IMPROVEMENTS. Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

H. MAINTENANCE. Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

I. ACCESS FOR INSPECTION. Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

J. FIRE AND POLICE PROTECTION. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

K. TAXES. Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

L. ADVERTISING. Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

M. DEFAULT. If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

N. FUTURE DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the

Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

O. RESTRICTIONS. Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

P. PREEMPTION OF LEASE. During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Q. NON-DISCRIMINATION. The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

R. HAZARDOUS SUBSTANCE INDEMNIFICATION. Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any

federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

S. INSURANCE. The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

T. SNOW REMOVAL POLICY. The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then-current terms of said Policy.

U. TERMINATION. (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personal property, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the

proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 5/23/19

AIRPORT MANAGER:

LESSEE:


 Signature
Gury B. Meisner
 Print (or type) name


 Signature
Brian A. Ousted
 Print (or type) name

Approved by Common Council on: _____

CITY OF BURLINGTON

 Signature

Trustee
 Title