



AGENDA
Village of Newburg
Village Board of Trustees &
Committee of the Whole Meeting
Thursday, April 24, 2025 – 7:00 P.M.

NOTICE IS HEREBY GIVEN that the next meeting of the Newburg Village Board & Committee of the Whole, Washington & Ozaukee Counties, Wisconsin is scheduled for Thursday, March 27, 2025, at 7:00 p.m. at Village Hall, 620 W. Main St.

- I. Call to order and roll call.
- II. Pledge of Allegiance.
- III. Correction and Approval of minutes from March 27, 2025 (possible action), minutes attached (1)
- IV. Public Hearing: **None**
- V. Public Forum
- VI. The opening of Sealed Bids: **None**
- VII. Presentations:
 - a. County Updates – *Tony Thoma, [Washington County Supervisor-District 19](#)*.
 - b. Newburg Fire Department Updates -.2024 Annual Report (2)
 - c. Riveredge Nature Center- John Rakowski, Executive Director (PowerPoint presentation)
- VIII. Report of Department Heads
 - a. Village Administrator–Nathan Wendelborn, verbal report
 - b. Clerk–Brandy Loveland Seelow, verbal report
 - c. Treasurer–Financial Reports, Not available at the time of publication, will be added prior to meeting
 - d. Police Chief–Mike Foeger, Memo Attached (3)
 - e. Building Inspection – Jeff Thoma, Memo Attached
 - f. Public Works, verbal report
 - g. Sanitary Director–Nathan Wendelborn, verbal report
- IX. Committee Reports
 - a. Community Events Committee – Brooke Stangel.
- X. Unfinished Business:
 - a. Discussion and possible action on Professional Services Agreement between Village of Newburg and Washington County for the purpose of allowing the County's Community Development Department to provide services – Agreement Attached (6)
- XI. New Business
 - a. Discussion and Possible Action Committee Assignments from President DeLuka
 - b. NPD WPPA Legal Plan for Police Officers– Documents Attached (4)
 - c. Discussion and Possible Action on 2026 Pay Ranges & Snowplowing shift differential.
 - d. Discussion and Possible Action on WWTP Upgrade Pay App #7 – Documents Attached (5)
- XII. Announcements
 - a. Next BOT/COW Meeting will be May 22, 2025 @ 7:00 PM
 - b. Community Events Meeting May 8, 2025 @ 5:30 PM
 - c. Government 101 Meeting – May 8, 2025 @ 6:15 PM – 8:15 PM
- XIII. Adjourn

Brandy Loveland Seelow
Clerk / Treasurer

It is possible that individual members of other governmental bodies of the Village may attend the above meeting. Pursuant to State ex. rel. vs. Greendale Village Board, 173 West 20533, 494 NW 2nd 408 (1993), such attendance may be considered a meeting of the respective governmental body. This notice is given so that members of other governmental bodies of the village may attend the meeting without violating the open meeting law.

Person with disabilities requiring special accommodations for attendance at the meetings should contact the Municipal Building at (262) 675-2160 at least one (1) day prior to the meeting.
AFFIDAVIT OF POSTING This agenda was posted in the office of the Village Clerk on the 20th day of March 2025.



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I. Call to order and roll call.

All members present, except Kohn who was excused, a quorum was met. 6-0-1
The meeting was called to order at 7:00 pm

II. A Moment of Silence and Pledge of Allegiance.

III. Correction and Approval of minutes from February 27, 2025 (possible action), minutes attach (1)

Motion to adopt the meeting minutes as presented. Moved by Sackett; seconded by Zimdars.
Motion prevailed by a voice vote 6-0-1.

IV. Public Hearing: **None**

V. Public Forum

There were no members of the public present to speak.

VI. The opening of Sealed Bids: **None**

VII. Presentations:

- a. County Updates – Tony Thoma, [Washington County Supervisor - District 19](#).

Was not present at this meeting.

- b. Newburg Fire Department Updates – Chris Becker.

Mr. Becker had nothing new to report.

VIII. Report of Department Heads

- a. Village Administrator – Nathan Wendelborn, verbal report

Village Administrator Wendelborn reported that he has been working with Stantec on the Emmer's Development. Our website is now live, and we will be switching to .gov after a few more updates.

- b. Clerk – Brandy Loveland Seelow, verbal report

Reminded everyone of next Tuesday, April 1st election.

- c. Treasurer – Financial Reports, Not available at the time of publication, will be updated once completed.

ARPA reporting being finalized and will be entered in the IRS database. The items reported being used with ARPA funds are the Debris Collector (\$9,920.00), IT Improvements (\$27,343.29) and Sanitary portion of Main Street Revitalization (\$89,280.99)

d. PoliceChief–Mike Foeger, Memo Attached (2)

Chief Foeger was out ill, Administrator Wendelborn reported that WPPA Legal Plan will be reported out at the next meeting when the Chief is in attendance.

e. Building Inspection – Jeff Thoma, Memo Attached (3)

Mr. Thoma was not present, but Administrator Wendelborn gave a brief overview of current building permits and stated that our fee schedule is in process of being reviewed and updated.

f. PublicWorks, verbal report

Administrator Wendelborn reported that the 550 is nearly fixed but needs tires and brakes. DPW is getting the chipper ready to go, soil and shouldering material has been moved. Shoulder repair will begin when weather permits.

g. Sanitary Director–Nathan Wendelborn, verbal report

WWTP Upgrade is currently stopped as they await materials. The first week of May, the temporary clarifier will be delivered and the plant will be taken off line while installed.

IX. CommitteeReports

a. Community Events Committee – Brooke Stangel & Paul Zimdars

Easter Egg Hunt is scheduled for April 12th, please attend if possible.

X. UnfinishedBusiness:**None**

XI. NewBusiness

a. Discussion on County EMS

President DeLuka gave a brief overview of the County EMS meeting, the Village is the lowest cost per capita and 66% of our calls are government funded so payout is lower.

b. Discussion and possible action on NFD Compensation – Resolution Attached (4)

Motion by Sackett to approve Resolution 2025- XX[06] – Authorizing Compensation to NFD for increased Staffed Services; seconded by Heili. Motion prevailed by a roll call vote of 6-0-1

c. Discussion and possible action on tying Building & Fire Inspection to Issuance of Bar License

The board discussed the reasoning behind needing this type of inspection and how it will be handled.

Motion by Heili to require a building and fire inspection for the issuance of Bar Licenses;secondedbyZimdars.Motionprevailedbyarollcall vote of 6-0-1.

Motion by Heili to table Professional Services Agreement between Village of Newburg and Washington County until the next meeting; seconded by Zimdars.
Motion prevailed by a voice vote 7-0.

- d. Discussion and possible action on Professional Services Agreement between Village of Newburg and Washington County for the purpose of allowing the County's Community Development Department to provide services – Agreement Attached (5)

Administrator Wendelborn explained the proposed Agreement from Washington County and asked for approval from the board. After some discussion, the board asked for Administrator Wendelborn to have the Village attorney review the agreement and bring back that information to the next meeting.

- e. Discussion and Possible Action on WWTP Upgrade PayApp #6 – Documents Attached (6)

Motion by Enright to approve WWTP Upgrade Pay Requests #6; seconded by Sackett. Motion prevailed by a roll call vote of 6-0-1.

XII. Announcements

Proclamation of Appreciation presented to Trustee Sackett and Trustee Heili for years of service.

Next BOT / COW meeting is April 24, 2025 at 7:00 pm

XIII. Adjourn

Motion by Sackett to adjourn; seconded by Heili. Motion prevailed by a voice call vote of 6-0-1.

Brandy Loveland Seelow
Clerk / Treasurer

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AFFIDAVIT OF POSTING This agenda was posted in the office of the Village Clerk on the 20th day of March 2025.



2024ANNUALREPORT

NewburgFireDepartment 508

W Main Street

PO BOX140

Newburg, WI 53060

www.newburgfirerescue.com

AMESSAGEFROMFIRECHIEFBRADKARNITZ

As of January 1st, 2025, I am honored to share, I am the 15th Fire Chief for the Newburg Fire Department. I have been an active member of the department since June 2006, previously serving as a Deputy Chief, Captain & Lieutenant. In addition to serving with the Newburg Fire Department, I was an active Firefighter at North Topsail Beach Fire/Rescue from 2009-2012. I was active with NTB Fire/Rescue while also performing my duties in the United States Marine Corp. I plan to use the skills I have acquired from NFD, NTB & the USMC to continue to grow and develop our department. I have also been a Village of Newburg resident my whole life, which is where I currently reside with my wife and our three children.

But first, I would like to thank retired Chief Mark Chesak for his 44 years of service within our department. Chief Chesak is still assisting us within the department but will leave a noticeable void on the operational side. I would also like to highlight another retirement from this past year. Former Chief and President, Paul Fahey. Paul was an active member for 30 years. He has shared a wealth of knowledge on the business of operations and within all aspects of the department.

2024 has been a busy year for the NFD with a total of 510 EMS and Fire calls. In addition to calls, we run weekly training, host our yearly picnic, and bingo sessions. We also have introduced a new fundraiser, Sportsmen's Bingo. We could not do this without our great members.

I am happy to share the NFD has a new milestone in EMS staffing. Our goal is to have staffing of 2 people Monday – Friday 6am-6pm at the station. So, we have expanded our openings to individuals that reside outside of our area to better serve our communities. We are always looking for people to join our family.

Lastly, I would like to thank all our members, staff and their families for all the dedication and support they give to this department and this community. We would not be as successful if it was not for all their hard work.

If you have any questions, please feel free to contact us at mail@newburgfirerescue.com, on Facebook, or by stopping down at the Department any Monday night. We always are happy to talk with you.

Sincerely,

Brad Karnitz
Fire Chief
Newburg Fire Department

2024SUMMARY



The Newburg Fire Department purchased a new tender that replaced our 31-year-old tender. The new tender holds 3,000 gallons of water, along with a pump. The pump is unique because you can drive the tender, and spray water if needed. Our engines do not have that capability.

The annual Newburg Fireman's Picnic was yet again a success. We have our community members to thank for that success! Having a successful picnic allowed us to use those fundraising dollars to purchase new upgraded equipment. We look forward to another successful fundraiser with the 2025 Newburg Picnic scheduled to take place May 30th - June 1st.



Bingo is in its 10th year and still going strong. We get an enormous amount of help from our NFD auxiliary. Bingo is the 1st and 3rd Wednesday of the month, not including summer.

We held our first ever Sportsmen's Bingo in November, the prize being a gift card to Fleet Farm, geared towards Hunting & Fishing.

2024 fire prevention was also a success. We visited and hosted local schools for fire prevention week, sharing important life-saving tips. We closed out fire prevention week by hosting an open house for the public to learn about home safety. The theme for 2024 was: Smoke Alarms, "Make Them Work for You!"



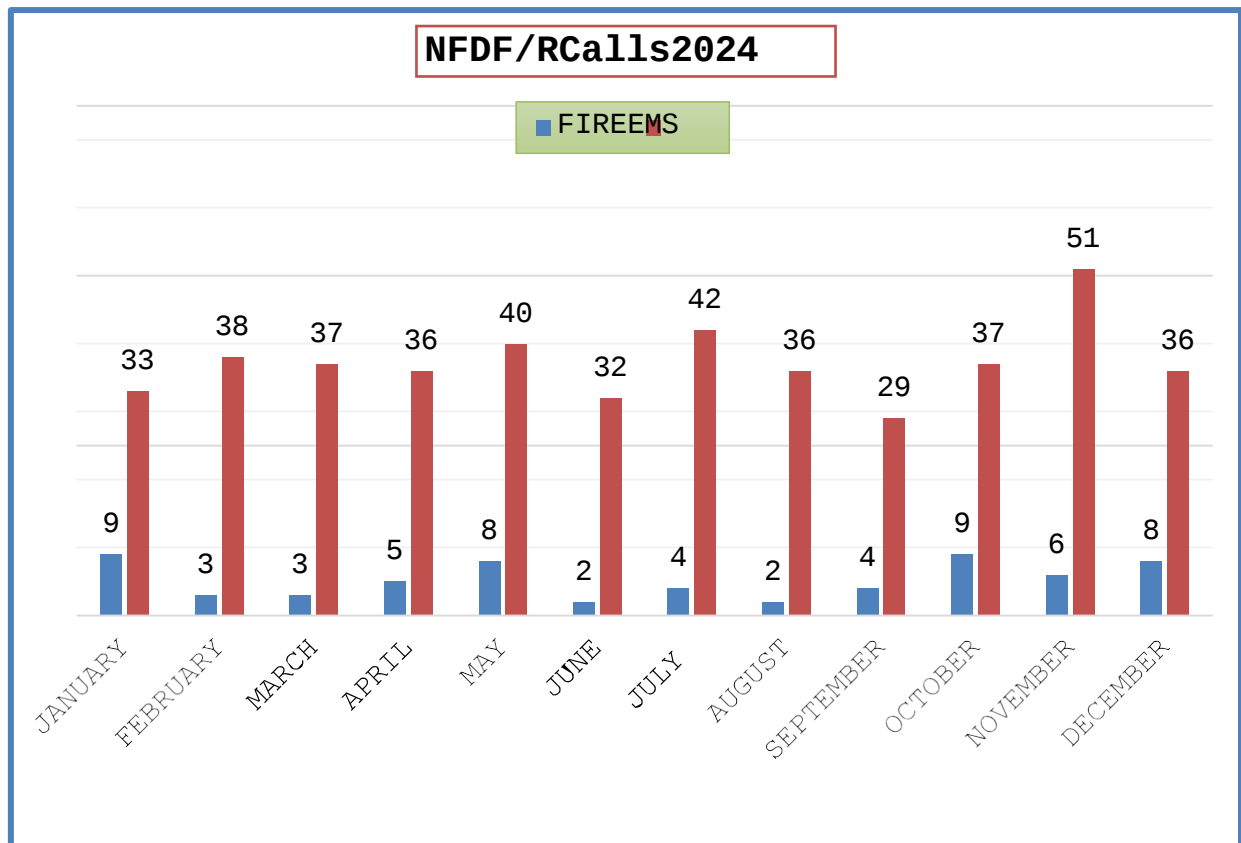
Late summer into early fall we started a recruitment drive. We reached out to the community through mail with a post card & used social media to expand our reach even further. Our recruitment efforts brought in 4 new members! We did a separate recruitment campaign focusing on our daytime, Monday-Friday, on premise staffing. Our trend for the last five years has shown our highest call volume time was from

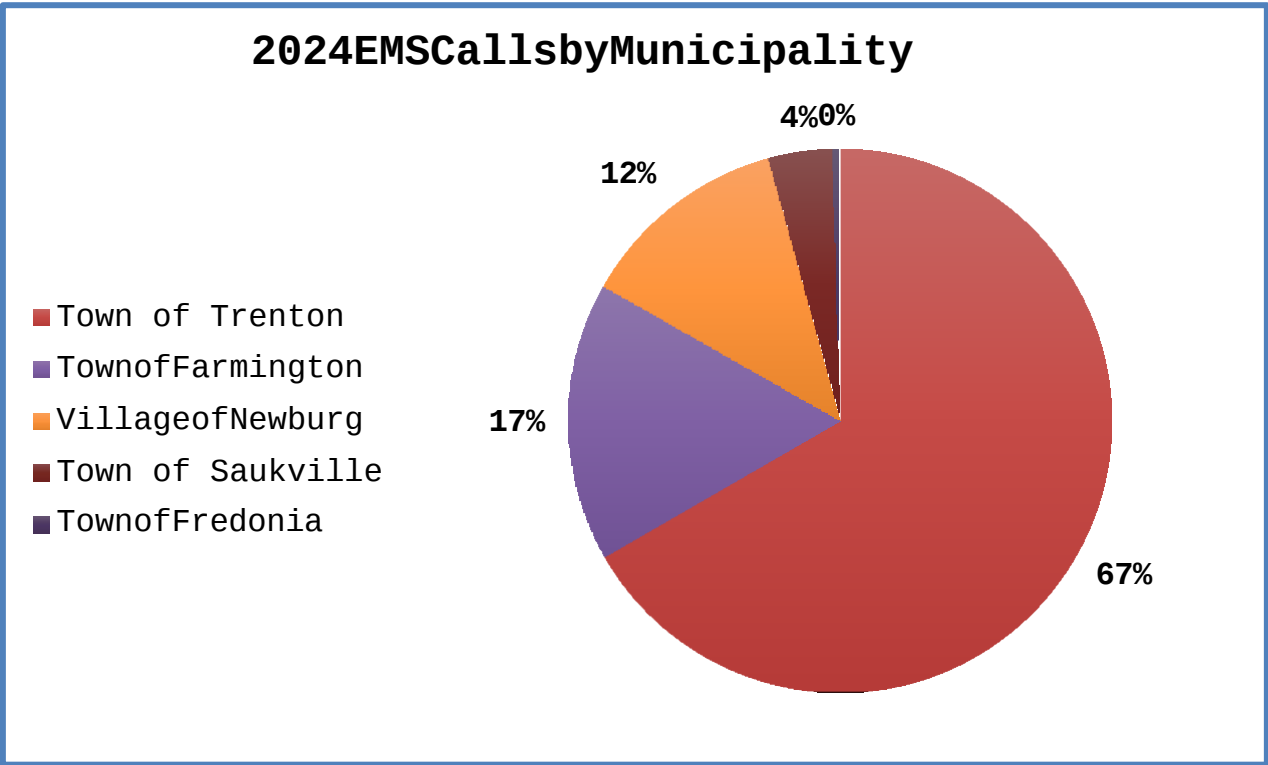
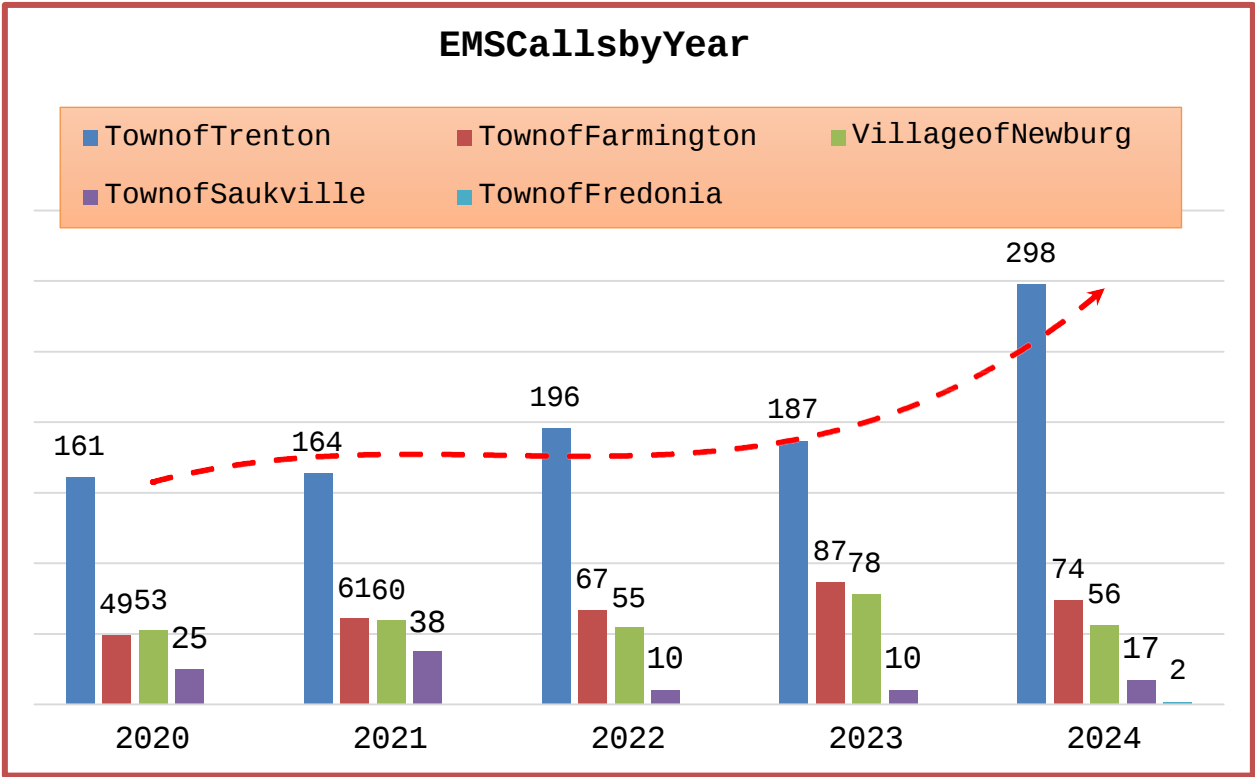
6am-6pm Mon-Fri, a time when a lot of our volunteers are working and unavailable. Therefore, starting in January 2024 our EMS program allows for two EMS providers to be at the station from 6am-6pm.

2024 was our busiest year with a total of 510 calls for service. These calls consisted of 447 rescue calls and 63 fire calls.

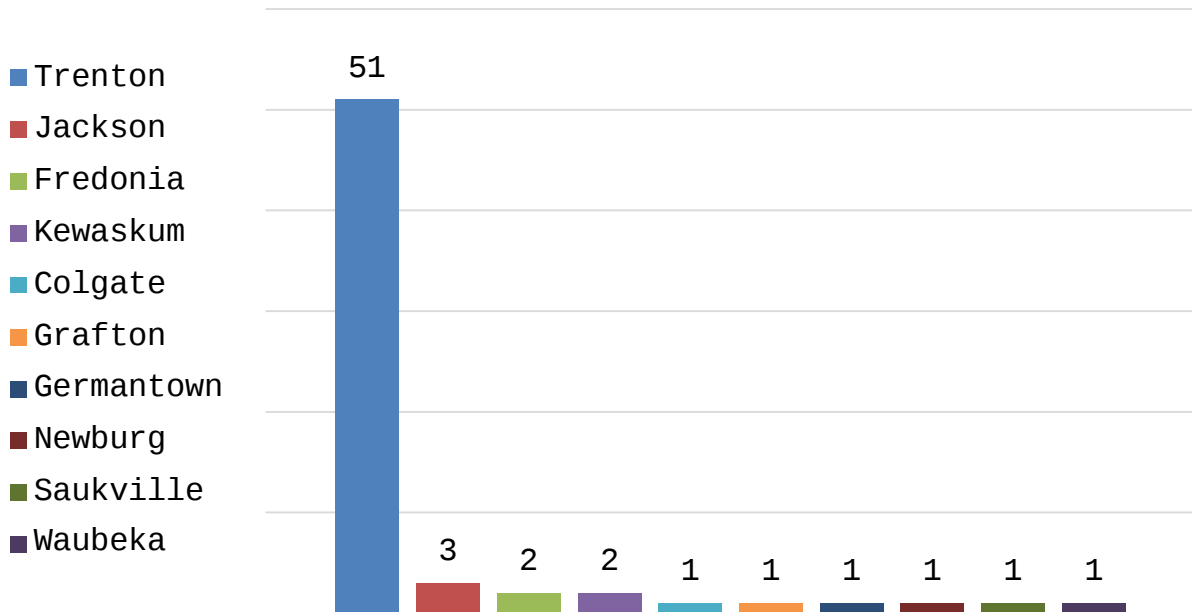
2024MONTHLYCALLS

MONTH	FIRE	EMS	TOTAL
JANUARY	9	33	42
FEBRUARY	3	38	41
MARCH	3	37	40
APRIL	5	36	41
MAY	8	40	48
JUNE	2	32	34
JULY	4	42	46
AUGUST	2	36	38
SEPTEMBER	4	29	33
OCTOBER	9	37	46
NOVEMBER	6	51	57
DECEMBER	8	36	44
TOTALCALLS	63	447	510

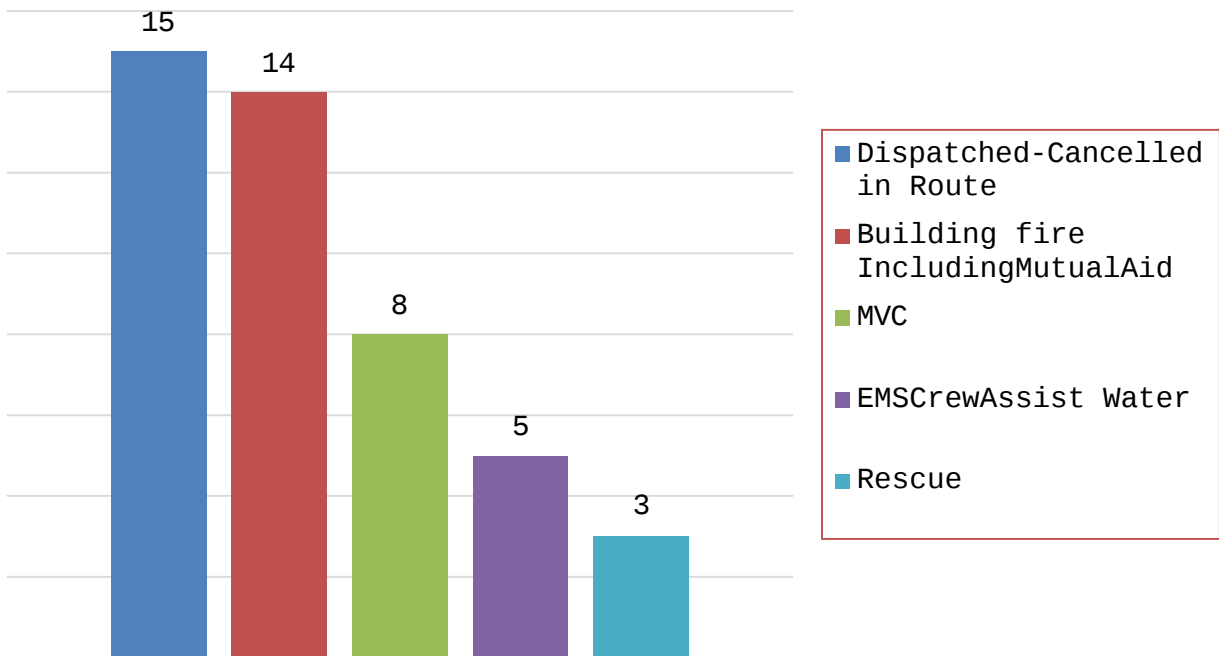


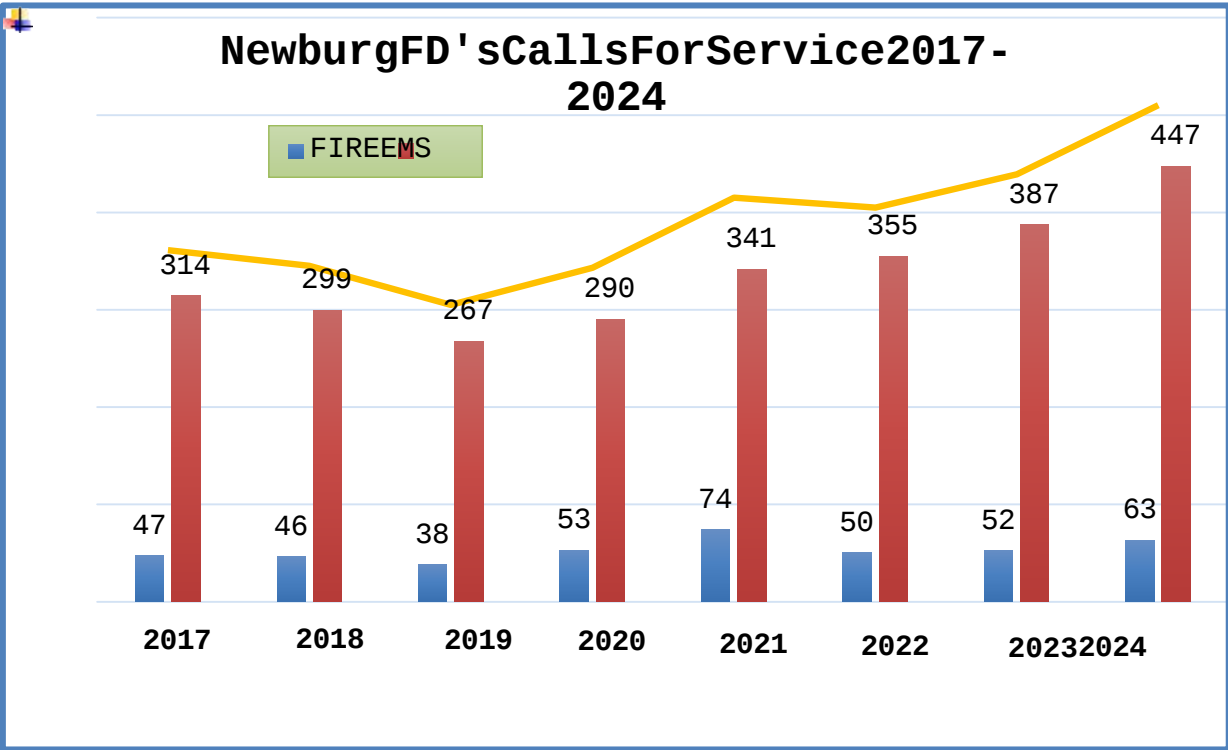
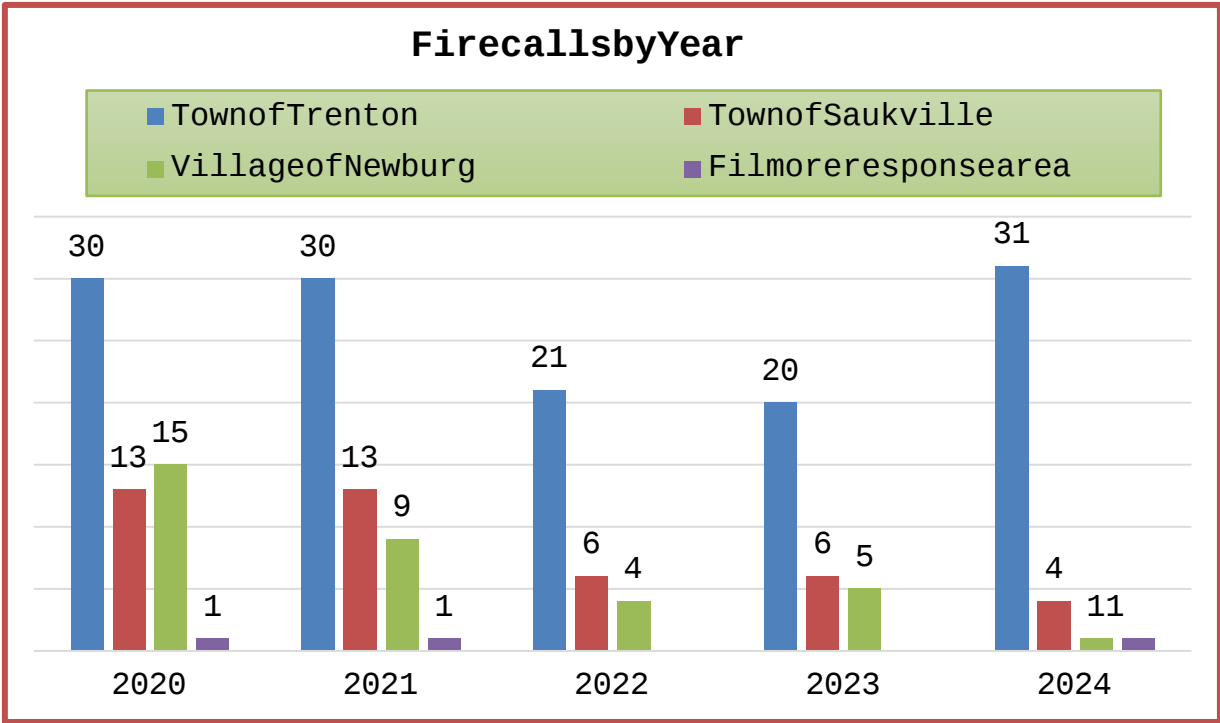


FireIncidentLocation2024including Mutual Aid



Top5FireCallsType2024





2024FireInspections			
<i>Municipality</i>	<i>Completed</i>	<i>Violations</i>	<i>Corrected Violations</i>
TownofTrenton	41	14	14
VillageofNewburg	56	15	15
Total Inspections	97	29	29
Total Number of BuildingsInspected	54		





To: Board of Trustees
From: Chief Michael Foeger
Date: April 11, 2025
Re: Departmental Update for April 24, 2025 BOT Meeting

1. WPPA Legal Plan for Police Officers
2. An officer got an OWI (1st) arrest on 4/4 and an OWI (6th) arrest on 4/10/25.
3. Newburg Police Department Activity Report

**NEWBURG POLICE DEPARTMENT ACTIVITY
MARCH 2025**

Incident Type	Total
Assist PD	1
Assistance - All Others	3
E911 Abandoned/False Calls	1
Informational Report	1
Municipal Ordinance Investigation	1
Parking Violation	1
Property Check	61
Traffic Enforcement	18
Traffic Stop	19
TOTAL	106



CRITICAL INCIDENT REPRESENTATION GROUP PARTICIPANT RETAINER AGREEMENT

This Agreement is made by and between the Wisconsin Professional Police Association, Inc., of Madison, Wisconsin, hereinafter referred to as "the WPPA," and the Village of Newburg Police, hereinafter referred to as the "Group Participants" or "Participant."

The WPPA is a not-for-profit labor organization that represents law enforcement and law enforcement affiliated individuals who are involved in critical incidents and are being investigated under state law.

The Group Participants are not otherwise eligible to be a full-service WPPA membership under the WPPA's governing bylaws and operational policies.

The WPPA is willing to assist the Participants and the Participants are willing to employ the WPPA on the terms and conditions hereinafter set forth. For the above referenced reasons and in consideration of the mutual promises and agreements herein set forth, the Participants and the WPPA agree as follows:

1. **SCOPE OF SERVICES.** The Participants agree to retain the WPPA to provide legal representation in matters relating to the criminal investigation, internal review, and any disciplinary action stemming from a critical incident in which any participant is involved. The WPPA agrees that it will at all times faithfully, industriously, and to the best ability, experience, and talent of its personnel perform the duties that may be required of it pursuant to the terms of this Agreement.

(a) For the purposes of this Agreement, a "critical incident" means an event in which a Participant is involved as a principal, a victim, a witness, or a custodial officer and any of the following incidents occur:

- i. The incident results in the death of an individual that results from an action or an omission of the Participant while the Participant is on-duty, or, while the Participant is off-duty but performing activities that are within the scope of his or her official duties;
- ii. The incident results in significant injury to an individual with the potential to lead to death; or
- iii. The incident includes the use or attempted use of deadly force by the Participant during the commission of their official duties; or
- iv. The incident involves one of the previous three criteria and includes the administration of medical assistance to a suspect, victim, team member, or law enforcement officer by the Participant during the commission of their official duties.

(b) The Participants acknowledge and agree that the scope of any criminal representation under this Agreement continues until such time as the County District Attorney, Wisconsin Attorney General, Special Counsel, or his/her designee, determines whether there is a basis to prosecute a Participant for action taken in the line of duty or scope of employment, or has made a decision to not proceed with any charges. The Participants acknowledge that nothing in this Agreement shall be construed to obligate the WPPA or its legal personnel to provide legal representation to defend against criminal charges brought against the Participant covered by this Agreement.

(c) The Participants acknowledge and agree that the scope of any legal representation pertaining to the internal review of action taken by any Participant during a critical incident shall continue until such time as a determination is made by the employing agency that no discipline will be sought, or, in the event disciplinary action is sought, until such time as an administrative hearing has determined whether sufficient cause exists to warrant discipline. The Participants acknowledge that nothing in this Agreement shall be construed to obligate the WPPA or its legal personnel to provide legal representation to appeal an administrative determination.

(d) The Participants further acknowledge that nothing in this Agreement shall be construed to require the WPPA to pursue or defend any other claims, to initiate, proceed, defend or continue with any other claim, lawsuit or other litigation unless specifically provided herein.

(e) The WPPA shall maintain sole discretion as to which personnel employed by it shall accomplish which tasks as part of the representation and services provided herein.

2. ELIGIBILITY TO ENROLL IN WPPA EXTENDED LEGAL PROTECTION PLAN. Individually a Participant is eligible to enroll separately in the WPPA Extended Legal Protection Plan, or ELPP, so long as they comply with the terms for payment as provided herein. The ELPP is designed to encourage an eligible Participant to plan for their potential personal legal needs to assure themselves quality legal representation in the event certain legal representational needs arise from their employment. The terms and conditions of participation in the ELPP and the services associated therewith are not governed by this Agreement, except that the failure to render payment for a period of 30 days shall cause the individual's participation in the ELPP to be immediately canceled.

3. OTHER ASSOCIATE MEMBER BENEFITS. Provided each eligible Participant has submitted a completed WPPA retainer enrollment form, the Participants shall also receive the *Wisconsin Police Journal*, the official publication of the WPPA, and an annual WPPA calendar, the ability to attend the WPPA's annual convention, and the ability to designate beneficiaries to receive the WPPA Death Benefit of \$5,000 currently available to all WPPA members that die during the term of their membership.

4. CONFLICT OF INTEREST. The parties acknowledge that the representation generally set forth in this Agreement, and that specifically provided for under this Agreement, may create a conflict of interest. The Participant has individually considered how the representation provided by the WPPA as outlined herein may affect them and whether there is any material risk that the WPPA will be less diligent on their behalf due to a conflict of interest. The Participant further acknowledges that he or she has considered whether any material risk exists that their confidential information or other proprietary matters will be used adversely to them due to a conflict of interest. The parties acknowledge that the Wisconsin Rules of Professional Conduct for Attorneys require that WPPA legal personnel to represent all clients with diligence and to protect and maintain client confidences. Accordingly, the WPPA acknowledges its obligation to not disclose or use any information in its

representation of any Participant under this Agreement in its representation of another Participant covered herein. By entering into this Agreement, the Participant hereby waives a conflict of interest, and the WPPA acknowledges its obligation of loyalty and confidentiality.

5. PAYMENT. Each Group Participant shall pay the WPPA for its services an annual amount of two hundred ninety-eight dollars and twenty cents (\$298.20) calculated at twenty-four dollars and eighty-five cents (\$24.85) per participant per month. This annual amount will be due upon the effective date of this agreement and may be increased on an annual basis as determined by the WPPA Board of Directors. Failure to render payment for a period of 30 days beyond the due date shall constitute a breach of this Agreement and the WPPA will be relieved from any further obligation to provide assistance and representation to the Participant.

6. TERM. The term of this Agreement shall be for a minimum period of one (1) year that runs January 1 until December 31. For the initial year, the costs will be prorated until December 31. Upon each December 31, this Agreement shall be considered renewed for regular periods of one (1) year, provided that neither party has submitted notice of termination or modification within 60 days prior to the expiration date of this Agreement.

7. DISCHARGE AND WITHDRAWAL. Individual Participants may discharge the assigned WPPA legal personnel at any time in lieu of securing their own legal counsel at their own expense. Any individual Participant's decision to do so shall have no effect on the terms and obligations provided herein. Likewise, the WPPA's legal personnel may withdraw from the representation of any Participant with their consent, or for good cause. Good cause includes the breach of this Agreement by the Participant, the individual Participant's refusal to cooperate or to follow the advice of WPPA legal personnel on a material matter or any fact or circumstance that would render the continuing representation by the **WPPA** unlawful or unethical.

8. PARTICIPANT AND WPPA INFORMATION. Each Participant shall ensure that the WPPA has on file his or her current name, home address, home and cell phone number, private email address and the name of any current employer(s). This information, and remittance of fees and correspondence should be directed to:

Wisconsin Professional Police Association 660
John Nolen Drive, Suite 300
Madison, WI 53713
(608) 273-3840

9. SUCCESSORS AND ASSIGNS. This Agreement is binding upon, and inure to the benefit of, the parties and their respective successors and assigns. The parties agree that faxed or scanned signatures to this Agreement shall have the same force and effect as originals.

10. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as limited.

11. GOVERNING LAW. This Agreement shall be interpreted and governed according to the laws of the State of Wisconsin.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

* * *

IN WITNESS WHEREOF, the parties have read and understood the foregoing terms and agree to them as of the date this Agreement is executed by both parties as set forth herein below.

WISCONSIN PROFESSIONAL POLICE ASSOCIATION, INC.

Signed: _____

Dated: _____

Printed: _____

VILLAGE OF NEWBURG POLICE

Signed: _____

Dated: _____

Printed: _____

E-mail: _____

Agency: _____

The WPPA Extended Legal Protection Plan

Established January 1, 2018

Revised March 3, 2023

DESCRIPTION OF PLAN BENEFITS, LIMITATIONS AND RESTRICTIONS

I. Definitions

As used in this plan document:

- A. "Board" means the Board of Directors of the WPPA.
- B. "Board member(s)" means the individual(s) serving as a board member(s) of the WPPA.
- C. "Case of general importance" means matters of general importance and significance otherwise outside the scope of the plan detailed herein.
- D. "President" means the individual acting as President of the WPPA.
- E. "Executive Director" means the individual authorized by the Board as the primary representative of the WPPA.
- F. "Critical incident" means an event in which an officer is involved as a principal, a victim, or is a custodial officer and any of the following occur:
 - a. The incident results in the death of an individual that results directly from an action or an omission of a law enforcement officer while the officer is on duty or while the law enforcement officer is off-duty but performing activities that are within the scope of his or her law enforcement duties;
 - b. The incident results in significant injury likely to cause death; or
 - c. The incident includes the use or attempted use of deadly force by a law enforcement officer during the commission of their official duties.
- G. "Department head" means the primary administrative officer of an organization or agency, including a Chief of Police, Sheriff, and their assistants or other person(s) acting as an interim of the same.
- H. "Business agent" means any field staff employee of the WPPA who is not an attorney.
- I. "ELPP" means The WPPA Extended Legal Protection Plan.
- J. "Extended Legal Protection Plan" means the contract for services incorporated herein by reference and as otherwise set forth herein by this plan description.
- K. "Member association" means the WPPA-affiliated local association of a particular group of Wisconsin law enforcement officers.
- L. "Moonlighting" means employment by non-governmental employers as a security officer or others similar duties.
- M. "Notice" means the reporting of information as required by this plan description.
- N. "Outside attorney" means an attorney authorized by the ELPP and retained to perform a specific legal service or services.
- O. "Qualified participant" means a WPPA member in good standing with the WPPA, who is eligible for benefits subject to the terms set forth herein.
- P. "Plan attorney" means an attorney employed or authorized by the WPPA to provide a specific legal service or services under the terms set forth herein.
- Q. "Revocation" means the revocation or cancellation of services provided to a qualified participant.
- R. "Scope of employment" means actions or omissions by a qualified participant in the ELPP, which are typical of and associated with the duties of Wisconsin law enforcement officers, as determined by the Board and/or Executive Director.
- S. "S/he" means a female and/or a male.
- T. "WPPA" means The Wisconsin Professional Police Association.

II. Introduction

Recognizing the need for specified legal coverage for sworn law officers in the State of Wisconsin, members in good standing with the WPPA may participate in this pre-paid legal plan. Members are admonished to carefully read the terms of this plan. The intention of the Board is to pool the annual ELPP fees from participants in order to hire qualified attorneys and other legal advisors for eligible participants when they are the targets of criminal investigations or other qualified cases of general importance as deemed by the sole discretion of the Board or Executive Director. Certain restrictions, exclusions and limitations do apply as set forth herein. Additionally, certain obligations and responsibilities are placed on participants in order to qualify for benefits and to remain qualified for future benefits.

Only the Executive Director of the WPPA represents the Board of Directors in administering this contract and giving information relating to the amount of benefits, eligibility, restrictions, limitations and/or other provisions of the plan. Any other statement(s) or representation(s), either written or oral, by any other person(s), including other WPPA employees, WPPA board members or the WPPA President are not authorized and will not be binding on the WPPA Board or the ELPP. No implicit or explicit promises for benefits not specifically set forth in this ELPP description are made.

III. Amendment, Termination and Changes to ELPP

In order that the Board may carry out its obligation to maintain services within the limits of the financial resources of the ELPP, the Board expressly reserves the right, in its sole discretion, at any time and from time to time, to amend, modify or terminate the ELPP. Any such changes shall be made on a non-discriminatory basis. The rights the Board reserves include but are not limited to:

- A. The right to increase the rate of required contributions by participants;
- B. The right to alter the method of payment;
- C. The right to amend or rescind any provision of this plan even though such amendment or termination affects cases already accepted by the ELPP, provided the ELPP pays for approved services previously rendered; and
- D. The right to amend or rescind any other provision of this plan.

The Board has the authority to terminate the ELPP. Any monies and/or assets remaining in the ELPP, after payment of expenses, shall be used for the continuance of the benefits provided by the then existing benefits plan.

IV. Benefits and Coverage

- A. Subject to the limitations and exclusions set forth in this ELPP document, a participant is entitled to benefits provided under the ELPP, as described herein.
 - a. Representation during criminal proceedings where the criminal offense is alleged to have occurred within the scope and in the performance of the participant's official law enforcement duties;
 - b. Representation in civil rights violation cases where the violation is alleged to have occurred within the scope and in the performance of the participant's official law enforcement duties, and for which the participant's employer or their insurer does not provide representation;
 - c. Representation to obtain Worker's Compensation and Disability benefits under Wisconsin state law for injuries incurred within the scope and in the performance of the participant's official law enforcement duties;
 - d. Cases of general importance as defined by this ELPP.
 - e. Other specified expanded legal services if, subject to restrictions delineated in this ELPP, said coverage(s) was purchased by the participant at least ninety (90) days prior to the date of the incident which gave rise to the need for legal services.

B. CLAIMS PROCEDURES

1. Participant's Duty to Notify Chief Legal Advisor of Claim.

A participant shall be obligated to notify the Executive Director, or his or her designee, of his or her claim for benefits before he or she is entitled to any benefits under the Plan. Notification to any Plan Attorney, WPPA personnel, or the personnel or representatives of a member organization or any party other than the Executive Director is ineffective to obtain entitlement to benefits unless said person is designated to receive notice by the Executive Director. Failure to notify the Executive Director shall relieve the ELPP of any obligation to provide benefits.

2. Telephone Hot Line (Emergency).

The WPPA shall maintain a 24-hour-a-day telephone service to respond to participants' needs for services. The number is (608) 273-3840.

3. Acceptance or Denial of Claim by the Executive Director.

The Executive Director shall consider each claim for plan benefits and determine whether to grant or deny coverage under the plan. If coverage is granted, the participant's member association shall be notified, provided the association has requested notification. If the claim is denied, the participant has the right to appeal a denied claim pursuant to the procedures described in Section 6 of this Article.

4. Referral by Executive Director to Plan Attorney.

The Executive Director shall refer representation of a participant who is entitled to benefits to a plan attorney. In making such a referral, the Executive Director shall, where feasible, select a plan attorney who meets the approval of such participant. Any dispute concerning the referral of a case to a plan attorney may be appealed by the participant to the Board pursuant to Section 6 of this Article. The ELPP shall not be liable for any attorney fees or costs incurred by an individual participant that retains a non-plan Attorney without the prior authorization of the Executive Director.

5. Dissatisfaction or Non-Cooperation with Plan Attorney or Business Agent.

Subject to the appeal rights described in Section 4 above, if a participant unreasonably refuses representation by the plan attorney selected to represent him or her or fails or refuses to accept the advice of the Executive Director or a plan attorney, the ELPP shall be free from further obligation to such participant to provide benefits or other coverage under the plan. Such participant shall be free to employ counsel at his or her own expense to represent him or her.

6. Appeal Procedures.

- a. Denial. If a claim for plan benefits made by a participant is wholly or partially denied, the Executive Director shall give written notification of such denial to the participant within ninety (90) days of receipt of the participant's claim for benefits. In the event the Executive Director does not provide written notice of its decision within ninety (90) days of the participant's claim, the claim shall be deemed denied. The notification shall include the following information:
 - i. The specific reason(s) for such denial;
 - ii. Specific reference to the plan provisions upon which the denial is based;
 - iii. A description of any additional material or information which may be needed to clarify or complete the claim and an explanation of why such information is required; and
- 1v. An explanation of the plan's review procedure with respect to the denial of benefits.
- a. Request for Reconsideration.
 1. Any participant whose claim has been denied may appeal to the Board to reconsider the matter, provided that he or she submits a request for reconsideration in writing within sixty (60) calendar days after being notified of the denial; and provided further that the request for a hearing explains to the degree possible why the reasons for the denial are inapplicable. The participant may request and examine documents pertinent to the denial and may submit written issues and comments to the Board.

V. Cases of General Importance

The Board, in its sole discretion, may authorize legal services be provided to participants or, in matters of general importance and significance to participants. In determining whether to authorize such benefits, the Board Members and Executive Director shall generally consider whether there exists a reasonable likelihood of one of the following:

- A. A favorable statewide impact on WPPA members due to the legal issues presented in the specific case; or
- B. A recovery sufficient to reimburse the WPPA for all of its expenditures associated with the action, including but not limited to recovery of attorney's fees, other expenditures and related costs.

Applications for coverage under this section must be submitted by the participant in writing to the Executive Director and Board. The Board shall, in its sole discretion and in a nondiscriminatory manner, elect to provide legal services, deny legal services with or without comment or provide legal services but impose conditions, set limitations, require co-payments or otherwise impose cost sharing obligations of the participant.

VI. Exclusions

In addition to the exclusions and limitations set forth elsewhere in the ELPP, the following exclusions shall apply:

Exclusions: The coverages and benefits of the ELPP do not apply to:

- A. Activities Outside the Scope of Employment:** No benefits shall be provided under the ELPP for any claim(s) with regard to any occurrence involving activities outside the scope of employment of a participant.
- B. Employment Practices:** No benefits shall be provided under the ELPP for any action brought by a participant arising out of any alleged or actual violation of, nor covered by the provisions of:
 - 1. the Equal Employment Opportunity Act;
 - 2. the Age Discrimination in Employment Act;
 - 3. the Americans With Disabilities Act;
 - 4. the Employee Retirement Income Security Act;
 - 5. the Fair Labor Standards Act;
 - 6. the Labor Management Relations Standards Act;
 - 7. the Occupational Safety and Health Act;
 - 8. the Veterans Reemployment Act;
 - 9. the federal civil rights statutes, i.e. 42 U.S.C. Section 1983 et seq., insofar as the subject matter of the action is similar to that of any of the above-described statutes;
 - 10. any law, statute, ordinance, regulation or rule of similar type or description enacted by the federal government or any state, political subdivision thereof, including but not limited to the enactments of counties, cities, villages, towns, and districts that are similar to the above-described statutes.
- C. Internal Dissonance:** No benefit shall be provided under the ELPP in any matter where the adverse party is the WPPA or any local affiliates thereof.
- D. Civil Service Disputes:** No benefits shall be provided under the ELPP for any action to obtain, protect, preserve or set aside any benefit or positions with respect to any civil service, merit system, or personnel eligibility list for appointment or promotion to a position.
- E. Punitive and Other Damages:** No benefits shall be provided under the ELPP to cover any monetary award for damages, including but not limited to punitive, compensatory or actual damages, whether by judgment, settlement or otherwise, against a participant in any action whatsoever.
- F. Bonds:** No benefit shall be provided under the ELPP to cover the cost of bail bonds, appeal bonds or other bonds.
- G. Fines and Penalties:** No benefits shall be provided under the ELPP to cover any monetary fines, fees, settlements, court costs or other costs levied against a participant by any judicial, quasi-judicial or administrative entity.
- H. Breach of Employment Contract:** No benefits shall be provided under the ELPP related to any proceedings brought against a participant for a breach of an agreement with his or her employer to remain employed.
- I. Breach of Educational Reimbursement Contract:** No benefits shall be provided under the ELPP related to any proceedings brought against a participant for a breach of an agreement with his or her employer to reimburse the employer for educational costs paid by the employer to cover the costs of a participant's tuition, fees, books and related higher educational costs, including basic or advanced police academy training, specialty police management training schools or similar programs, nor the cost of any associate, bachelor's or master's degree program or any other training similar to the aforesaid, if the participant voluntarily separates from service with the employer.
- J. Opposing Party Awards:** No benefit shall be provided under the ELPP to cover the attorney's fees or costs of an opposing party awarded against a participant in any action.
- K. Communicable Diseases:** No benefit shall be provided under the ELPP related to claims arising out of the actual or alleged transmission of communicable diseases.
- L. Peer Review:** No benefit shall be provided under the ELPP for claims arising out of activities while acting as an elected or appointed member of any peer review group or entity or any similar process.
- M. Electronic Communications:** No benefits shall be provided under the ELPP for claims arising out of the inappropriate use of e-mail, a Mobile Data Terminal (MDT) or similar communications device, by a participant.
- N. Attorneys' Fees:** No benefit shall be provided under the ELPP to cover the attorneys' fees or costs of an opposing party awarded against a Participant in any action.

0. **EffectiveDate:** Legalservices willnotbe providedforanyacts,injuriesor proceedings incurredor initiated prior to the effective date of theplan or prior tothe date upon which a participant becomes a member ofthe plan.

VII. Limitations

Inadditiontotheexclusionsandlimitationsset forthelsewhereintheELPP,thefollowing limitationsshallapply:

- A. Geographical Scopeof Coverage:** If a proceeding, whether judicial, administrative, arbitration or otherwise, occurs outside the StateofWisconsin, theBoard, in itssole discretion and in a non-discriminatory manner, may elect to provide legalservices, deny legal services with or without comment or provide legal services butimpose conditions, s t limitations, require co-payments or otherwise impose cost sharing obligations of the participant.
- B. Non-CooperationorMisrepresentationbyParticipant:**No benefits shall be providedunder the ELPP to a participantwho is untruthfulto, or does not fullycooperate with, the attorney providedto theparticipantbytheELP,abusiness agent, theBoardor theExecutiveDirector oftheELPP. In such cases,theright oftheparticipantto benefitsprovidedbytheELPP shallterminate, aswilltheobligationofthe ELPP toprovidesuch benefits.Furthermore, ifbenefits havebeen provided to a participant based upon misrepresentation(s)bytheparticipanttothe ELPPoranyofits representativesassisting the participant, theELPPshallbeentitled to obtain reimbursement from the participant for thefull amount offinancial expenses incurred by the ELPPforservices, feesand costs (including, but not limited to, charges for the time of ELPP plan attorneys based on a reasonable hourly fee),expended or incurred by theELPP on behalf of theparticipant.
- C. Injudicious Refusalof an Equitable SettlementOpportunity:** No provision of the ELPPshall require the Board, the Executive Director, WPPA employees or those of the ELPP orother legal advisors paid by theELPP, to continue providing benefits to a participant if ttle Executive Director has determined it is the best interest of the participantto accept a reasonable settlement proposal to resolvetheparticipant'scase,or otherwiseceasethe participant'sinvolvement in anyparticular case.Ansuch decision shallbemadeon anon-discriminatorybasisandshallinclude,but notbelimited to, cases wherecontinued proceedings maysubject theparticipant to more severe civil,criminalor administrative sanctions, damages, fines,or attorney's fee.
- D. Third PartyRecovery:** Inthe event that a participant recovers from any third party any amounts as damages (other than lost compensationforlost wagesof theparticipant),attorney fees, orcostsin acasewheretheELPP providedbenefits, the ELPPshall be entitled to reimbursement from such participant to the full extent of the expenditures made by the ELPP on behalf of said participant. Participants agree to cooperate with the ELPP in obtaining reimbursement and, upon request, to execute any and all necessarydocumentsthatmight be necessarytofacilitate efforts to obtainreimbursementbytheELPP.If a participanthasacause of action against any thirdparty for damages, attorney fees orcosts andsaid participantdoesnotwishtopursuethe action, s/hcwill, upon request,assign those rights to theELPPtotheextentlawfully permissible andassist theELPPin its prosecutionof such action against the third party.
- E. Deathor Incompetency:**Inthe eventaparticipantdies oris adjudgedincompetent,therightoftheparticipanttobenefitsprovided bytheELPPshallterminate,as willtheobligationoftheELPPto providesuchbenefits,onthedeateofthedeathorof adjudication.
- F. Principled Professional Conduct:** No provisionof the ELPP shall require the Board, the ExecutiveDirector, WPPAemployees, anypersons authorizedtoperform specifiedlegalservicesundertheELPP,orother legaladvisors paidby the ELPP,to perform anyactinviolationofanylaw,orStateBar RuleofProfessionalResponsibility,includingbutnotlimited toanyrulewhich prohibits anyorganizationsorgroupsfrominterferingwithor controllingtheperformance of an attorney's dutytohisor herclient.Individual participants utilizing theservicesofan attorney retained bythe ELPPtorepresent the participant shallbe theclientofsaidattorney. TheBoard, Executive Directoror other employee of the ELPP cannot and shall not infringe uponthe attorney's independent exercise of professional judgment in rendering legalservicesprovided by the ELPP.
- G. CasesWithout Merit:**NoprovisionoftheELPP shallrequiretheBoard,theExecutiveDirector,WPPAemployeesorother legal advisors paid by the ELPP, to provide benefits pursuant to any matter if, after exercising due diligence in analyzing and researchingthe caseof aparticipant,heorshedetermines ittobe withoutmerit,presentingaconflict ofinterestorother ethical

dilemma. In such cases, the right of the participant to benefits provided by the ELPP shall terminate, as will the obligation of the ELPP to provide such benefits.

- H. Appeals:** No benefits shall be provided under the ELPP to appeal a decision by any state or federal court, administrative tribunal, arbitrator, Civilian Review Board, Police or Fire Commission or any similar entity, unless the Board, in its sole discretion and in a non-discriminatory manner, authorizes such legal services. In determining whether to authorize such services, the Board will require a written request from a participant to be submitted to the Executive Director. The Board shall consider the reasonable likelihood of success of the appeal among the factors the Board determines to be relevant in making its decision. With respect to appeals, the Board expressly reserves the right to elect to provide legal services, deny legal services with or without comment or provide legal services but impose conditions, set limitations, require co-payments or otherwise impose cost sharing obligations of the participant. Separate inclusive coverage for these matters may, from time to time, be available and must be purchased from the WPPA in order to obtain coverage for these events.
- I. Coordination of Benefits:** No benefit shall be provided under the ELPP to the extent benefits are furnished to a participant by any other plan, program or policy which provides group legal services to the participant.
- J. Certification Hearings:** No benefits shall be provided under the base ELPP to participants for matters, directly or indirectly, associated with certification hearings at the Wisconsin Law Enforcement Standards Board.
- K. Moonlighting:** No benefits shall be provided under the base ELPP to participants for matters which arise out of private employment from non-governmental employers. These situations whereby officers "moonlight" as a private security officer, with or without the permission of the primary governmental employer, are not covered by the ELPP. Nor are subsequent investigations, hearings, or other proceedings (which may or may not constitute adverse job actions) if the focus of said investigations, hearing or proceedings are the actions or conduct of the participant while moonlighting.
- L. Unauthorized Weapons:** No benefit shall be provided under the ELPP to participants for adverse job actions or other matters which arise out of a participant using or the attempted use of a weapon which he or she was not certified for, or permitted to use by his or her governmental employer. This includes, but is not limited to, pepper spray, conducted electrical weapons, machine guns, sniper rifles, PR-24s, percussion grenades, explosives, booby traps, automatic rifles, machine guns, exploding ammunition, incendiary ammunition, bolo ammunition, armor piercing ammunition or similar special weapons or munitions. Participants must use these items and like items with the knowledge and permission of their governmental employer in order to be eligible for benefits under the ELPP.

VIII. Termination of Benefits

- A. Settlement Opportunity or Jeopardy:** Benefits may be terminated in the event the Executive Director determines that it is in the best interest of a participant to cease his or her participation in any particular case, including but not limited to cases where continued proceedings may subject the participant to more severe civil, criminal or administrative sanctions, damages, or attorneys' fees, or where the participant has rejected a reasonable settlement proposal to resolve his or her case.
- B. In addition to the limitations and exclusions set forth elsewhere in the ELPP, the following circumstances and/or situations shall automatically immediately terminate any and all benefits afforded by the ELPP:**
1. Withdrawal by the member association of its affiliation with the WPPA; or
 2. Non-payment of annual fee by the individual participant or by the member association on behalf of the individual participant; or
 3. When the participant ceases to participate in the ELPP through the member association for which the WPPA is the recognized employee organization for the bargaining unit which includes the participant's position;
 4. When a participant files, causes to be filed, or cooperates with another party who files, or causes to be filed, any litigation against or adverse to the WPPA, any member association, or litigation against or adverse to any employee of the WPPA, any member association, or any affiliated organizations; or
 5. Failure to remain in good standing with the WPPA.

IX. Miscellaneous

- A. Limitation of Rights:** Neither the establishment of the ELPP or modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any other person any legal or equitable right or action or recourse against the WPPA, or its officers, employees, agents, participants, board members or the WPPA President.
- B. Dissatisfaction with ELPP Attorney:** Any participant, who is dissatisfied with the representation of an attorney provided by the ELPP shall, in writing, document all matters causing the dissatisfaction and provide the documentation to the Executive Director. The Executive Director shall investigate the validity of the complaint and attempt to resolve the complaint to the satisfaction of the participant. If the participant refuses to accept the reasonable measures the Executive Director proposes, the participant is free to employ counsel at his or her own expense to represent him or her. The Executive Director shall make reasonable attempts to cooperate with the new counsel of the participant to the level necessary to ensure the further interests of the participant are met. If the Executive Director is the focus of the complaint, the participant shall, in writing, document all matters causing the dissatisfaction and provide the documentation to the WPPA President. The President shall investigate the validity of the complaint and attempt to resolve the complaint to the satisfaction of the participant. If the participant refuses to accept the reasonable measures the WPPA President proposes, the participant is free to employ counsel at his or her own expense to represent him or her.
- C. Other Coverage:** No benefits shall be provided under the ELPP to participants for any matter in which legal representation is provided to the eligible member pursuant to a policy of insurance or other means for which the eligible member does not have to pay for legal services from his or her own funds.
- D. Reasonable and Necessary Expenditures:** The Executive Director, in his sole discretion, shall determine what constitutes reasonable and necessary expenditures for all related costs with respect to the defense of a participant. The discretion which the participant agrees the Executive Director maintains but is not necessarily limited to, determinations with respect to the need for expert witnesses, special testing of evidence and additional investigative requirements.
- E. Resigned or Retired Participants:** A former participant shall be entitled to benefits in accordance with the ELPP for any qualifying event that occurred while he was a qualified participant under the ELPP.

CONTRACT for PRE-PAID LEGAL SERVICES

I. Introduction

The Wisconsin Professional Police Association (WPPA) offers, as a benefit of membership, participation in a pre-paid legal service plan or "extended legal protection plan," for all law enforcement officers in the State of Wisconsin who are members of the WPPA. The plan is designed to encourage members to preplan their personal legal needs to assure themselves quality legal representation in the event certain, employment related, legal representation needs arise. Specific services provided under this plan are detailed herein and in Description of Plan Benefits, Limitations, and Restrictions attached hereto.

II. Definitions

- A. Eligible Member:** Except as otherwise specifically provided, an eligible member shall mean any statutorily defined law enforcement officer who is a WPPA member in good standing that has specifically contracted for the pre-paid legal services described herein. No member shall be in good standing if the member has failed to pay the annual plan fee within thirty (30) days of the annual plan fee's due date.
- B. Annual Plan Fee Due Date:** An annual plan fee of Seventy-Two Dollars (\$72.00) shall be due from each member participating in this plan upon enrollment, and on the enrollment anniversary date thereafter.

III. Summary of Benefits

- A.** Subject to the limitations and exclusions set forth in this ELPP document, a participant is entitled to benefits provided under the ELPP, as described herein.
- a. Representation during criminal proceedings where the criminal offense is alleged to have occurred within the scope and in the performance of the participant's official law enforcement duties.

- b. Representation in civil rights violation cases where the violation is alleged to have occurred within the scope and in the performance of the participant's official law enforcement duties, and for which the participant's employer or their insurer does not provide representation.
- c. Representation to obtain Worker's Compensation and Disability benefits under Wisconsin state law for injuries incurred within the scope and in the performance of the participant's official law enforcement duties.
- d. Cases of general importance as defined by this ELPP.
- e. Other specified expanded legal services if, subject to restrictions delineated in this ELPP, said coverage(s) was purchased by the participant at least ninety (90) days prior to the date of the incident which gave rise to the need for legal services.

IV. General Provisions

- A. Any member utilizing this benefit shall be the client of the individual attorney retained to represent them. The WPPA cannot and will not infringe upon the attorney's independent exercise of professional judgment in rendering legal services under this agreement.
- B. The attorney has the right and professional duty to decline the provisions of legal services on any matter if, after exercising due diligence in fully analyzing and researching the case, he or she determines it to be without merit, presenting a conflict of interest, or other ethical dilemma. Such a determination will relieve the WPPA from any duty of representation in any matter under this plan or benefit.
- C. Services will not be provided under this agreement in any matter in which legal representation is provided to the eligible member pursuant to a policy of insurance or other means for which the eligible member does not have to pay for legal services from his or her own funds.
- D. Legal services will not be provided for any acts, injuries or proceedings incurred or initiated prior to the effective date of the plan.
- E. Legal services will not be provided in any matter under this plan where the adverse party is the WPPA.

Extended Legal Protection Plan

Pay by credit card: wppa.com/elpp

Pay by check: Print this form and mail with your \$72 annual payment to WPPA; 660 John Nolen Dr, Ste 300;

Madison, WI 53713.

Name:			
Last	First	Middle	
Signed (required):			Date:
Mailing Address	City	State	Zip
Email:			
Employer	Primary Contact Phone Number	Date of Birth	



Building a Better World
for All of Us®

March 31, 2025

RE: Village of Newburg
Wastewater Treatment Plant SEH No
177794

Nate Wendelborn
Village Administrator/DPW Director 620
West Main Street
Newburg, WI 53060

Dear Mr. Wendelborn;

Attached is a signed Application for Payment No. 7 from August Winter for work completed from March 1, 2025 – March 31, 2025. This application includes payment for work primarily consisting of access doors, skylights, plumbing piping and fixtures, booster pumps, and electrical conduit/wiring. I have reviewed this application for payment and believe it to accurately represent the work completed as presented by the contractor through the above referenced date.

Retainage of 5%, as specified in the contract, is being held on the work completed for this period as shown on page one of the attached request. The total requested amount is **\$90,250.00** for which I recommend payment.

If you have any questions regarding this application for payment, please call me at 920.287.0829. Sincerely,

Dan Schaefer, PE (CO, KY, MI, NC, TN, WI)
Project Manager

cc: Katie Healy, SEH
Attachment

X:\KO\N\NEWBW\177794\7-const-svcs\73-app-pymt\AFP#7

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10 North Bridge Street, Chippewa Falls, WI 54729-2550
SEH is 100% employee-owned | sehinc.com | 715.720.6200 | 800.472.5881 | 888.908.8166 fax

Contractor's Application for Payment

Owner: <u>Village of Newburg</u>	Owner's Project No.: _____
Engineer: <u>SEH, Inc.</u>	Engineer's Project No.: <u>NEWBW171185</u>
Contractor: <u>August Winter & Sons, Inc.</u>	Contractor's Project No.: <u>80624</u>
Project: <u>Wastewater Treatment Plant Upgrades</u>	
Contract: <u>Wastewater Treatment Plant Upgrades</u>	
Application No.: <u>#7</u> Application Date: <u>03/24/2025</u>	
Application Period: From <u>03/01/2025</u> to <u>03/31/2025</u>	

1. Original Contract Price	\$2,570,000.00
2. Net change by change orders	\$ 4,971.67
3. Current Contract Price (Line 1 + Line 2)	\$2,574,971.67
4. Total work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$1,439,350.00
5. Retainage	
a. 2.5% X <u>\$2,574,971.67</u> ^t - Total Contract	\$ 58,374.29
b. 2.5% X <u>\$ 240,000.00</u> Stored Materials	\$ 6,000.00
c. Total Retainage (Line 5.a + Line 5.b) 2.5% of Total Contract	\$ 64,374.29
6. Amount eligible to date (Line 4 - Line 5.c)	\$1,374,975.71
7. Less previous payments (Line 6 from prior application)	1,284,725.71
8. Amount due this application	\$ 90,250.00
9. Balance to finish, including retainage (Line 3 - Line 6)	\$1,199,995.96

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are recovered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>August Winter & Sons, Inc.</u>	
Signature: <u></u>	Date: <u>03/24/2025</u>

Recommended by Engineer By: <u></u> Title: <u>Project Manager</u> Date: <u>4/2/25</u> Approved by Funding Agency By: _____ Title: _____ Date: _____	Approved by Owner By: _____ Title: _____ Date: _____ By: _____ Title: _____ Date: _____
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APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Village of Newburg
620 W Main Street
PO Box 50
Newburg, WI 53060-0050

From Contractor: August Winter & Sons, Inc.
2323 N. Roemer Road
Appleton, WI 54912

Contract For: Newburg WWTP Upgrades

Project: 80624-Newburg WWTP

Via Architect:

Application No.: 7

Period To: 3/31/2025

Project Nos: NEWBW171185

Distribution to:
☐ Owner Arc
☐ Architect Contr
☐ Actor

Contract Date: 2/27/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum.....	\$2,570,000.00
2. Net Change By Change Order.....	\$4,971.67
3. Contract Sum To Date.....	\$2,574,971.67
4. Total Completed and Stored To Date.....	\$1,439,350.00
5. Retainage:	
a. 4.87% of Completed Work	\$58,374.29
b. 2.50% of Stored Material	\$6,000.00
Total Retainage.....	\$64,374.29
6. Total Earned Less Retainage.....	\$1,374,975.71
7. Less Previous Certificates For Payments.....	\$1,284,725.71
8. Current Payment Due.....	\$90,250.00
9. Balance To Finish, Plus Retainage.....	\$1,199,995.96

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

CONTRACTOR: August Winter & Sons, Inc.

By: [Signature] Date: 3/24/2025

State of: Wisconsin
Subscribed and sworn to before me this Notary Public 24th
My Commission expires: [Signature]

County of: Outagamie
day of March, 2024

5/13/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$90,250.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 4/2/25



CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$4,971.67	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$4,971.67	\$0.00
Net Changes By Change Order	\$4,971.67	

CONTINUATIONSHEET

ApplicationandCertificationforPayment,containing Contractor's signed certification is attached.
Intabulationsbelow,amountsarestatedtothenearestdollar.
UseColumnIonContractswherevariableretainageforlineitemsmayapply.

ApplicationNo.:Appl 7

icationDate: 03/24/25

To: 03/31/25

Architect'sProjectNo.: NEWBW171185

Invoice#: 66103 Contract:80624-NewburgWWTP

A	B	C	D E		F	G		H	I
ItemNo.	DescriptionofWork	ScheduledValue	WorkCompleted		MaterialsPr esentlyStore d (NotinDorE)	TotalComple tedandStored ToDate (D+E+F)	%G /C)	BalanceToF inish(C-G)	Retainage
			FromPreviousAppli cation(D+E)	ThisPeriodInPl ace					
001	Mobilization	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	5,000.00
002	Bond	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	1,750.00
003	Division01GeneralRequirements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
004	Administrative Requirements Temporary	54,700.00	6,500.00	2,500.00	0.00	9,000.00	16.45%	45,700.00	200.00
005	Clarifier	52,000.00	0.00	0.00	0.00	0.00	0.00%	52,000.00	0.00
006	Division03Concrete	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
007	Reinforcing Steel	30,000.00	27,000.00	0.00	0.00	27,000.00	90.00%	3,000.00	1,350.00
008	Concrete	58,000.00	58,000.00	0.00	0.00	58,000.00	100.00%	0.00	2,900.00
009	Precast Concrete	88,000.00	88,000.00	0.00	0.00	88,000.00	100.00%	0.00	4,400.00
010	Division 05 Metals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
011	Misc	90,000.00	7,000.00	0.00	0.00	7,000.00	7.78%	83,000.00	350.00
012	MetalsDivision8Open	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
013	ings Access Doors	45,000.00	7,000.00	6,500.00	0.00	13,500.00	30.00%	31,500.00	350.00
014	Skylights	45,000.00	33,750.00	11,250.00	0.00	45,000.00	100.00%	0.00	1,687.50
015	Division9Finishes	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
016	Coatings	52,000.00	0.00	0.00	0.00	0.00	0.00%	52,000.00	0.00
017	Division22Plumbing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
018	Plumbing Piping	30,000.00	7,500.00	7,500.00	0.00	15,000.00	50.00%	15,000.00	375.00
019	Plumbing Fixtures	21,000.00	0.00	10,500.00	0.00	10,500.00	50.00%	10,500.00	0.00
020	Booster Pumps	23,000.00	0.00	23,000.00	0.00	23,000.00	100.00%	0.00	0.00
021	Plumbing Insulation	7,000.00	750.00	0.00	0.00	750.00	10.71%	6,250.00	37.50
022	Division 23 HVAC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
023	Unit Heaters	18,000.00	0.00	0.00	0.00	0.00	0.00%	18,000.00	0.00
024	Fans/Louvers Ductwork	11,000.00	7,100.00	0.00	0.00	7,100.00	64.55%	3,900.00	355.00
025	HVAC Controls	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
026	HVAC Insulation	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
027	Division26Electrical	8,000.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
028	System Integrator	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
029	Electricalconduit/wiring	306,000.00	0.00	0.00	240,000.00	240,000.00	78.43%	66,000.00	6,000.00
030	Division 31 Earthwork	185,000.00	55,000.00	25,000.00	0.00	80,000.00	43.24%	105,000.00	2,750.00
031	Excavation/Backfill	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
032		189,000.00	170,100.00	0.00	0.00	170,100.00	90.00%	18,900.00	8,505.00

CONTINUATIONSHEET

ApplicationandCertificationforPayment,containing Contractor's signed certification is attached.
Intabulationsbelow,amountsarestatedtothenearestdollar.
UseColumnIonContractswherevariableretainageforlineitemsmayapply.

ApplicationNo.:A7
pplicationDate:03/24/25
To:03/31/25
Architect'sProjectNo.:NEWBW171185

Invoice#: 66103 Contract:80624-NewburgWWTP

A	B	C	D	E	F	G		H	I
ItemNo.	DescriptionofWork	ScheduledValue	WorkCompleted		MaterialsPresentlyStored (NotinDorE)	TotalCompletedandStoredToDate (D+E+F)	%(G/C)	BalanceToFinish(C-G)	Retainage
			FromPreviousApplication(D+E)	ThisPeriodInPlace					
033	ErosionControl	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	75.00
034	Shoring	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00%	0.00	1,400.00
035	Division32ExteriorImprovements	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
036	Aggregate Base Course	4,000.00	2,600.00	0.00	0.00	2,600.00	65.00%	1,400.00	130.00
037	Asphalt Fencing	56,000.00	0.00	0.00	0.00	0.00	0.00%	56,000.00	0.00
038	Seeding/Restoration	14,500.00	14,500.00	0.00	0.00	14,500.00	100.00%	0.00	725.00
039	Division 33 Utilities Sanitary	9,800.00	4,500.00	0.00	0.00	4,500.00	45.92%	5,300.00	225.00
040	Sewer Systems	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
041	Division40ProcessIntegration Process	65,000.00	53,750.00	0.00	0.00	53,750.00	82.69%	11,250.00	2,687.50
042	Piping	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
043	ProcessValves	30,000.00	0.00	0.00	0.00	0.00	0.00%	30,000.00	0.00
044	Heat Trace	20,000.00	0.00	0.00	0.00	0.00	0.00%	20,000.00	0.00
045	Flume	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	0.00
046	Division43Processgasandliquid handling	18,000.00	10,000.00	0.00	0.00	10,000.00	55.56%	8,000.00	500.00
047	EndSuctionPumps	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
048	Division46WaterandWastewater Equipmnet	142,000.00	77,000.00	0.00	0.00	77,000.00	54.23%	65,000.00	3,750.00
049	Vertical Fine Screen Circular Clarifier Equipment Oxidation	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
050	Ditch Equipment CO #1	219,000.00	208,050.00	4,000.00	0.00	212,050.00	96.83%	6,950.00	13,546.79
051		241,000.00	80,000.00	0.00	0.00	80,000.00	33.20%	161,000.00	4,000.00
052		265,000.00	26,500.00	0.00	0.00	26,500.00	10.00%	238,500.00	1,325.00
055		4,971.67	0.00	0.00	0.00	0.00	0.00%	4,971.67	0.00
GrandTotals		2,574,971.67	1,109,100.00	90,250.00	240,000.00	1,439,350.00	55.90%	1,135,621.67	64,374.29

Limited Waiver of Construction Lien

1. Upon receipt of payment, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished for the improvements of said lands, furnished between the date of _____ and December 15, 2015 to the extent of \$ 23,490.00 only.

March 1, 2025

March 31, 2025

90,250.00**) Twenty three thousand four hundred and ninety dollars & 00/100**

said improvements Ninety Thousand Two Hundred Fifty & 00/100**

Owner

by August Winter & Sons, Inc., Prime Contractor said lands being situated in

Brown County, Wisconsin Village of Newburg

WIR #105 Sleeves and Stainless process sewer

legal description, street address or other clear description).

Wastewater Treatment Plant Upgrades

2. The work done or to be done or materials furnished or to be furnished by the undersigned for said job consists of HVAC work

3. The right to assert construction lien rights for work done or materials furnished in excess of said amount or exclusive of Mechanical Work on said job is hereby expressly reserved.

4. This waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.

5. Notwithstanding Section 779.05, Wisconsin Statutes, if the consideration for this lien waiver consists of an uncertified check or other negotiable instrument, this lien waiver is null and void if such check or other negotiable instrument is dishonored or otherwise not paid when due.

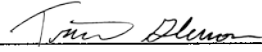
Dated this 15th day of Dec, 2015

AUGUST WINTER & SONS, INC.

25th

Mar

2025


President
2323 North Roemer Road, PO BOX 1896
Appleton, WI 54913

Assistant Corporate Secretary

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**UNCONDITIONAL WAIVER AND RELEASE PROGRESS
PAYMENT**

Job Number: 80624-

Job Name: Newburg WWTP

Vendor No: 40,903

The undersigned has been paid and has received a progress payment in the sum of:

\$1,829.06 for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**

on the job of: 80624-

located at: **3590 Municipal Drive
Newburg, WI 53060**

through: 2/20/2025 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU, IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Dated: 2/21/2025

By: Ferguson Enterprises LLC 1550

dll.a

Signature

Credit Coordinator

Title

Nikki.Wolf@ferguson.com

Please sign and return by mail or fax to: August
Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896 For

Email: AR@augustwinter.com
FAX (920) 739-4993

the following Invoices:

Job:	80624-	Invoice	9665721	10.91
Job:	80624-	Invoice	9665721-1	204.97
Job:	80624-	Invoice	9659950	427.50
Job:	80624-	Invoice	9653285	1,185.68

UNCONDITIONAL WAIVER AND RELEASE E PROGRESS PAYMENT

Job Number: 80624-

Job Name: Newburg WWTP

Vendor No: 41,945

The undersigned has been paid and has received a progress payment in the sum of:

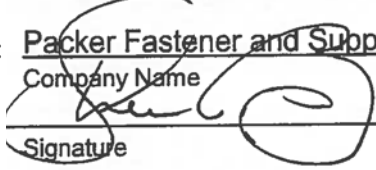
\$3,256.58 for labor, service, equipment or material furnished to **August Winter and Sons, Inc.**
on the job of: 80624-

located at: **3590 Municipal Drive**
Newburg, WI 53060

through: 3/5/2025 only, for and in the consideration of the payment amount listed above, the undersigned does hereby waive and release any lien rights to, or claim of liens with respect to and on said above-described premises, and the improvements thereon, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned to or for the above described premises by virtue of said contract.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU, IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Dated: 3.11.2025

By: Packer Fastener and Supply Inc
Company Name

Signature

Title
ar@Oackerfastener.com

Please sign and return by mail or fax to: August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896 For the following Invoices:

Job:	80624-	Invoice:	250985	864.53
Job:	80624-	Invoice:	257948	185.63
Job:	80624-	Invoice:	248813	1,923.87
Job:	80624-	Invoice:	251547	282.55

Email: AR@augustwinter.com FAX (920)739-499

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into between Washington County (“County”) and Village of Newburg (“Village”) pursuant to Wis. Stat. §66.0301 for the purpose of allowing the County’s Community Development Department to provide Advanced Professional Planning Services to the Village as set forth below and shall become effective on the date of the last signature to be affixed hereto.

STATEMENT OF WORK

County agrees to provide Advanced Professional Planning Services (“Services”) to the Village in accordance with terms and conditions set forth herein. General services can include but shall not be limited to the following:

- Research, develop, update, and implement current and long-range plans, amendments, and studies in areas such as natural resources, parks, land use, transportation, utilities and community facilities including municipal comprehensive plans.
- Conduct advanced research and data analysis on topics in planning and zoning and advise municipalities and present information to municipal plan commissions, boards and councils as needed.
- Work with municipalities to update, revise, and amend municipal zoning and subdivision ordinances to keep them current and functional.
- Design and facilitate public participation events and surveys, and presents results to committees and governing bodies.
- Monitor legislation related to land use, planning, and zoning at local, state and federal levels and provide information to municipal leaders.
- Work collaboratively with County staff, municipal leaders, elected officials, and community leaders.
- Review development proposals and site plans.

The County shall be the exclusive provider of Services under this Agreement. The County Community Development Director shall determine the parameters and priority of all Services provided to municipalities. The County agrees to employ industry standards in performing services under this Agreement consistent with the professional skills and care ordinarily provided by firms in the same profession under same and similar conditions. Services provided to the municipality will be specifically outlined within an annual Addendum to this agreement.

CONSIDERATION

The Village recognizes that the Services provided by the County are valuable and worthwhile as it is anticipated that the Services will allow for a cost savings for the parties. It is anticipated that the sharing of services will result in price breaks the parties would not receive separately. For each potential project, the Village will complete a Project Request form describing the project and identifying the work to be completed by the Senior Municipal Planner and anticipated project outcomes. After the report is submitted, the Community Development Department will provide the Village with a project estimate of anticipated hours. The Village also recognizes that any material costs beyond those needed to provide the Services shall be invoiced and paid for by the Village.

The County reserves the right to increase the hourly rate at the first of every year. Written notice of any rate increase shall be provided at least 30 days prior to the increase taking effect.

TERMINATION

This Agreement shall remain in effect unless a party wishing to terminate provides thirty (30) days written notice of the intent to terminate.

Either party may terminate this agreement for any reason by providing thirty (30) days written notice to the other party as follows:

Washington County Community Development Dept.
333 E. Washington Street
West Bend, WI 53095

Village of Newburg
620 W. Main Street
Newburg, WI 53060

NATURE OF RELATIONSHIP

Nothing in this agreement shall be construed as creating a partnership or joint venture of any kind between the parties. When providing services under this agreement, employees of the County shall not be considered employees of the Village.

INDEMNIFICATION AND INSURANCE

Each party shall indemnify, defend, and hold harmless the other, its agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, liability, costs or expenses, including attorney’s fees, arising from or in connection with or caused by any act, omission or negligence of such indemnifying party.

IMMUNITY

Nothing in this agreement shall constitute a waiver of either party's sovereign immunity, notice of claim procedures set forth in Chapter 893 of the Wisconsin statutes or any other protection afforded under the law.

ENTIRE AGREEMENT

The terms of this Agreement constitute the entire agreement of the parties as it relates to the subject matter herein. This Agreement may only be amended by a writing signed and dated by both parties. Any disputes arising that cannot be informally resolved to the satisfaction of the parties shall be heard in the Circuit Court of Washington County, Wisconsin.

WASHINGTON COUNTY

Josh Schoemann
County Executive
Date_____

VILLAGE OF NEWBURG

Name David Deluka
Title President
Date_____