CITY OF CEDARBURG
A MEETING OF THE COMMON COUNCIL
TUESDAY, APRIL 16, 2024 – 7:00 P.M.

An organizational meeting of the Common Council of the City of Cedarburg, Wisconsin, will be held on **Tuesday, April 16, 2024 at 7:00 p.m.** The meeting will be held online utilizing the zoom app and in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers. The meeting may be accessed by clicking the following link:
https://us02web.zoom.us/j/82490801410

AGENDA

1. CALL TO ORDER - Mayor Michael O'Keefe

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL: Present - Common Council – Outgoing Mayor Michael O'Keefe, Incoming Mayor Patricia Thome, Jim Fitzpatrick, Kevin Curley, Kristin Burkart, Mark Mueller, Robert Simpson, Melissa Bitter

5. STATEMENT OF PUBLIC NOTICE

6. COMMENTS AND SUGGESTIONS FROM CITIZENS** Comments from citizens on a listed agenda item will be taken when the item is addressed by the Council. At this time individuals can speak on any topic not on the agenda for up to 5 minutes, time extensions at the discretion of the Mayor. No action can be taken on items not listed except as a possible referral to committees, individuals, or a future Council agenda item.

7. OATHS OF OFFICE

Mayor	–	Patricia Thome
1st Aldermanic District	–	Melissa Bitter
3rd Aldermanic District	–	Kristin Burkart
5th Aldermanic District	–	Robert Simpson
7th Aldermanic District	–	Mark Mueller

8. NEW BUSINESS

   A. Resolution No. 2024-04 honoring Mayor O'Keefe for his years of service to the City of Cedarburg*

   B. Election of Common Council President

   C. Election of Common Council Representative to the Plan Commission

D. Discussion and possible action on purchase of Safety Equipment for special events*

E. Discussion and possible action on legal services agreement with City Attorney Michael Herbrand*

F. Discussion and possible action on Mayoral appointment of Jon Scholz and Sherry Bublitz to the Plan Commission*

G. Discussion and possible action on designation of City's Official Newspaper for ensuing year*

9. REPORTS OF CITY OFFICERS AND DEPARTMENT HEADS

A. City Administrator's Report*

10. COMMUNICATIONS

A. Comments and announcements by Council Members

B. Mayor's Report

11. ADJOURNMENT

Individual members of various boards, committees, or commissions may attend the above meeting. It is possible that such attendance may constitute a meeting of a City board, committee, or commission pursuant to State ex. rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 NW 2d 408 (1993). This notice does not authorize attendance at either the above meeting or the Badke Meeting but is given solely to comply with the notice requirements of the open meeting law.

* *Information attached for Council; available through City Clerk's Office.*

** *Citizen comments should be primarily one-way, from citizen to the Council. Each citizen who wishes to speak shall be accorded one opportunity at the beginning of the meeting and one opportunity at the end of the meeting. Comments should be kept brief. If the comment expressed concerns a matter of public policy, response from the Council will be limited to seeking information or acknowledging that the citizen has been understood. It is out of order for anyone to debate with a citizen addressing the Council or for the Council to take action on a matter of public policy. The Council may direct that the concern be placed on a future agenda. Citizens will be asked to state their name and address for the record and to speak from the lectern for the purposes of recording their comments.*

*** *Information available through the Clerk's Office.*

City of Cedarburg is an affirmative action and equal opportunity employer.
All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national origin, veteran status, or genetic information.
City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities.
To request reasonable accommodation, contact the Clerk's Office, (262) 375-7606, email: cityhall@cityofcedarburg.wi.gov

04/12/24 tas

RESOLUTION NO. 2024-04
A Resolution Honoring Mayor Michael O'Keefe

WHEREAS, Michael O'Keefe has completed two terms as Mayor for the City of Cedarburg, Wisconsin; and

WHEREAS, during his six-year tenure, Michael O'Keefe has conscientiously and capably served the City of Cedarburg and its citizens in a variety of capacities:

Mayor 2018–2024
Common Council President 2016–2018
Common Council 2012–2018
Community Development Authority 2018–2024
Economic Development Board 2015 – 2016
Parks, Recreation & Forestry Board 2013-2015
Personnel Committee 2014-2018
Chair, Plan Commission 2018–2024
Chair, Public Works Commission 2017-2024

WHEREAS, Michael O'Keefe represented the city of Cedarburg with distinguished and outstanding service since 2012, serving first as a Council Member and sitting on numerous Boards, Commissions and Committees prior to becoming Mayor in 2018; and

WHEREAS, Michael O'Keefe was influential in the completion of significant projects including the creation of TID Nos. 6 and 7, negotiating a boundary agreement with the Town of Cedarburg, negotiating in keeping WILO headquarters in Cedarburg, developing the HWY 60 Business Park, engaging in discussions with neighboring communities regarding shared services, selecting a City Administrator and City Attorney, guiding the city through a pandemic and organizational restructuring, creating a Finance Committee, a Diversity Committee, and a joint Fire and EMS Committee with the Town of Cedarburg, passing a successful Fire & EMS referendum; and

WHEREAS, Michael O'Keefe was instrumental in three major developments: Arrabelle, Fairway Village, and Fox Run, cleanup of several contaminated sites within the City: Cedar Creek, Madison Avenue, Western Avenue, and Mill Street sites, starting the cleanup process for Amcast and Prochnow Landfill sites, construction of a new library, consolidating dispatch with the County, advocating for the downtown business owners; hosting Mayor's Enhancement Awards and six Chamber Community Forums; and

WHEREAS, the leadership of Michael O'Keefe has been a positive influence in the growth and progress of this community, earning him the great respect of his constituents, the Common Council and city staff.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Cedarburg hereby joins the citizens of the City and city staff in expressing their sincere appreciation to Michael O'Keefe for his commendable public service and his many contributions to the cause of representative local government.

Passed and adopted this 16th day of April, 2024.

_____
Patricia Thome, Mayor

Attest:

_____
Tracie Sette, City Clerk

CITY OF CEDARBURG

MEETING DATE: April 16, 2024 **ITEM NO:** 8.D.

TITLE: Discussion and possible action on purchase of Safety Equipment for special events

ISSUE SUMMARY: We are requesting to purchase additional security equipment for our officers to utilize during our special events. This equipment will replace existing equipment used by the Department. We currently assign several officers security equipment that they carry in backpacks while on foot patrol within the festival footprint. The current equipment that is placed in the bags adds approximately 25lbs to their vest and duty belt which increases their already heavy load. With the heavy loads and the patrol shifts downtown being ten hours or more in length, sometimes in hot weather, we are concerned about fatigue within our officers. This places undue risk to our officers and the public. The new pieces of safety equipment we are requesting to purchase are lighter and easier to carry. With a lighter load our officers will be better able to respond to active threat situations. This is vital to our security plan for all events within our City.

STAFF RECOMMENDATION: We are proposing to use $11,500 from the sale of one of our old squad cars to purchase the equipment. This amount would pay for the equipment, training supplies for the initial training on the equipment and four backpacks to carry the equipment in.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None.

BUDGETARY IMPACT: No impact. Use of unbudgeted revenue.

ATTACHMENTS: None

INITIATED/REQUESTED BY: Chief McNerney

FOR MORE INFORMATION CONTACT: Chief McNerney

CITY OF CEDARBURG

MEETING DATE: April 16, 2024 **ITEM NO: 8.E.**

TITLE: Discussion and possible action on Legal Services agreement with City Attorney Michael Herbrand

ISSUE SUMMARY: Attorney Herbrand has been the City Attorney since 2014. Attorney Herbrand and his company continue to provide the City exceptional legal services and thus it would be our recommendation to renew his contract for the next three years.

STAFF RECOMMENDATION: Staff recommends renewing the contract.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: None

BUDGETARY IMPACT: None

ATTACHMENTS: Letter to Administrator, 2024 – 2027 contract

INITIATED/REQUESTED BY: Mikko Hilvo, City Administrator

FOR MORE INFORMATION CONTACT: Mikko Hilvo, City Administrator

Robert L. Feind, Jr.
John M. Gallo
Michael P. Herbrand
Margaret G. Zickuhr
Fellow, American Academy of Matrimonial Lawyers
Timothy S. Schoonenberg
Licensed in Wisconsin and Arizona
Johnathan G. Woodward
Amber J. Hollrith
Lisa Vizanko
Bennett H. Jenkins
Madeline C. Bitto

HOUSEMAN & FEIND L.L.P.
ATTORNEYS AT LAW
1650 NINTH AVENUE
GRAFTON, WISCONSIN 53024

WWW.HOUSEMANLAW.COM

IN MEMORIAM
Ralph E. Houseman
1916 - 2012

OF COUNSEL
Don O'Meara

TELEPHONE
(262) 377-0600

FACSIMILE
(262) 377-6080

April 9, 2024

Mr. Mikko Hilvo, Administrator
City of Cedarburg
W63 N645 Washington Avenue
P. O. Box 49
Cedarburg, Wisconsin 53012-0049

Re: City Attorney Services Agreement

Dear Mikko:

As discussed, my current appointment as City Attorney runs through April 30, 2024. I have provided, with this letter, a new proposed attorney services Agreement for the time period of May 1, 2024, through April 30, 2027. For continuity, you will see that this Agreement is identical to my prior agreement, with the exception of the hourly and meeting attendance rates.

Please note that we always charge the lower of our hourly rate or the set rate ($470.00 for 2024) for attendance at City Council meetings. In other words, I will charge my hourly rate to attend a Council meeting, but it is capped at a maximum of $470.00 for that meeting.

As always, I want to thank you and the City Council for this opportunity. Given the number of municipal attorneys in our firm, and the number of municipalities that we represent, this office prides itself on being able to offer efficiency of size to clients. For this reason, we believe that we can handle municipal legal issues efficiently, thus keeping the fees to the City as low as possible.

Thank you, again, and please contact me if you have any questions or concerns regarding the terms of this Agreement.

Very truly yours,

HOUSEMAN & FEIND, LLP

Michael P. Herbrand

MPH:csp
Enclosures

AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2024, by and between the City of Cedarburg, a Wisconsin municipal corporation (the "City"), Houseman & Feind, LLP ("Houseman & Feind");

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

DUTIES

Michael P. Herbrand (hereinafter "City Attorney"), of Houseman & Feind, shall be appointed the City Attorney, a City Officer, and shall perform the duties and shall have the powers and authorities as set forth in Wis. Stats. Sections 17.12(1)(c) and (1) (d), 62.09 (12)(a) through (f), and Cedarburg Code of Ordinances Sec. 2-3-2 and 2-3-6.

TERM

The term of this contract is for one (1) year commencing May 1, 2024. This contract shall automatically renew for two additional one-year terms, on each annual anniversary of the prior term, subject to the terms and conditions set forth herein, and subject to the right of the City to appoint its Officers.

GENERAL SERVICES

The City Attorney shall, in the ordinary course of the performance of their duties, provide to the City the services hereinafter described:

1. Preparation for and attendance at regularly meetings of the Common Council and Personnel Committee, if attendance is requested;

2. Review of ordinary documents, resolutions and ordinances;

3. Availability for consultation at reasonable times and upon reasonable notice with the Mayor, members of the Common Council, City Administrator, City Engineer, the Chief of Police and the City Clerk;

4. Rendering of legal opinions for the Mayor, members of the Common Council;

5. Rendering of legal opinions when requested by the City Officers or City Administrator;

6. Instruction/Seminars in Open Meetings, Ethics, other educational presentations:

7. Collections;

8. Annexations;

9. Condemnations;

10. Prosecution of routine ordinance violations;

11. Review of contracts;

12. Board of Appeals, when requested;

13. Litigation;

14. Employee disciplinary hearings – in conjunction with Labor Counsel;

15. Non-routine opinions;

16. Bond issues review – in conjunction with Bond Counsel;

17. Environmental;

18. Development Agreements;

19. Sales and purchase of City property;

20. Development of Contracts;

21. Codification;

And such other services as the Mayor, Common Council, or City Administrator request and to which the City Attorney agrees. Any documents sent via electronic email from the City Attorney shall be compatible with Microsoft Word.

EXPENSES

Expenses for all services will be at reasonable rates, on a direct reimbursement basis. This includes costs charged to the firm by Courts and regular copying, mailing and fax costs.

COMPENSATION

Compensation shall be as follows:

	May 1, 2024 – April 30, 2025:
Common Council Meeting:	$470.00 per meeting or hourly rate, whichever is less
Special Meeting and all other services:	$235.00 partner and senior trial associate hourly Rate*
	$190.00 associate and traffic prosecution hourly rate*
	$150.00 paralegal hourly rate*
	May 1, 2025 – April 30, 2026:
Common Council Meeting:	$490.00 per meeting or hourly rate, whichever is less
Special Meeting and all other services:	$245.00 partner and senior trial associate hourly Rate*
	$200.00 associate and traffic prosecution hourly rate*
	$160.00 paralegal hourly rate*
	May 1, 2026 – April 30, 2027:
Common Council Meeting:	$510.00 per meeting or hourly rate, whichever is less
Special Meeting and all other services:	$255.00 partner and senior trial associate hourly Rate*
	$210.00 associate and traffic prosecution hourly rate*
	$170.00 paralegal hourly rate*

*All time shall be billed to the City at the hourly rates indicated above in increments of 1/10th of one hour.

PAYMENT

The City shall be billed on a monthly basis and payment shall be made within thirty (30) days of receipt of the itemized bill.

CONFLICTS OF INTEREST

The City Attorney shall comply with the provisions of the Rules of Professional Conduct and Cedarburg Code of Ordinances, as may be amended from time to time. If a conflict exists between the Supreme Court Rules and the Cedarburg Code, Supreme Court Rules shall prevail.

SPECIAL COUNSEL

The City Attorney shall coordinate services with such special counsel as the Common Council may appoint from time to time pursuant to Wis. Stats. Section 62.09(12)(g). Should additional counsel be required due to any conflict of interest or other reason, the City Attorney shall recommend an attorney to be approved by the City Administrator.

INSURANCE

Houseman & Feind, LLP, and the City Attorney shall maintain professional liability insurance in the amount of two million ($2,000,000.00) dollars with respect to services rendered pursuant to this Agreement. Such coverage may, but shall not be required to include, insurance against other than negligent acts, errors or omissions in the rendering of, or failure to render, services in the capacity as a lawyer or notary public, or, while rendering professional services, the commission of: false arrest, detention or imprisonment; wrongful entry or eviction, or other invasion of rights of private occupancy; libel, slander or other disparaging material; or any writing or saying in violation of an individual's right of privacy.

The coverage maintained by Houseman & Feind, LLP, and the City Attorney shall be primary; provided, however, that the coverage maintained by the City shall be primary as to any claim that is not covered by the insurance maintained by the City Attorney or for which such carrier refuses or reserves its rights against a demand for tender of defense or payment of claim.

MISCELLANEOUS

This Agreement, and the interests hereunder shall not be assigned without the written consent of the other party.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement shall be governed by and construed under the laws of the State of Wisconsin.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Headings in this Agreement are included for the convenience of reference and may not be varied, modified or amended as to any term or condition expressed herein except in a writing duly signed on behalf of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed by their respective officers on the date first above written.

ATTESTED TO:

_____
Tracie Sette, City Clerk

CITY OF CEDARBURG, a Wisconsin Municipal Corporation

_____
Patricia Thome, Mayor

HOUSEMAN & FEIND, LLP
City Attorney

_____
Michael P. Herbrand

JON SCHOLZ

N73W6937 Walnut Street
Cedarburg, WI 53012
[redacted]

CONSTRUCTION EXECUTIVE

Forty years of experience in construction management, last as an operations manager for a national construction company's Wisconsin office. Top level experience in driving performance and execution from project concept to occupancy, including over $1billion of healthcare construction, nationwide. Proven leadership from the ground up; involved in S/E Wisconsin's most complex projects.
Currently owner of Percheron Construction Services, LLC.

EXPERIENCE

WI MAJOR PROJECTS

- NW Mutal Office Tower
- Foxconn Technology Park
- SC Johnson Corporate Campus
- Milwaukee City Hall Foundation Restoration
- Cedarburg School District
- Waukesha County Court House
- St. Joseph Hospital West Bend
- WISDOT Freeway System
- 2 COVID Hospitals for Army Corp of Engineers

AWARDS

- MCAP Leadership
- AGC Safety
- Top Quality Project
- Project Annual Volume
- Sustainability Beyond

EDUCATION

- UW Stout BS Industrial Technology/ Minor Business
- Babson University
- OSHA 30
- The Farm in Door County

SKILLS

- Conceptual vision
- Detail oriented
- Risk management
- Large project development and execution
- Financial complexity aptitude
- Urban government conditions
- Infrastructure comprehension
- Relationship builder

ACTIVITIES

Passionate about networking, building relationships, providing mentorship and identifying opportunities that make a difference. Actively volunteer in the Cedarburg community. Free time is reserved for family (wife Joan, three children and seven grandchildren) and enjoying the outdoors.

Name: Sherry Bublitz
Address: W66N670 Madison Ave
City Resident Since: 20 ish years

Occupation: Event Planner
Present Employer: Meetings and Incentives Worldwide
Does Your Employer Allow You to Receive Telephone Calls During Working Hours? Yes
Telephone (work): Same as above
Fax (work):
Name(s) of Boards, Commissions or Committees On Which You Are Interested in Serving: Plan Commission
List of Community or Other Activities In Which You Have Participated: Common Council and Library Board
Experience/Education/Interests Apropos to Appointment (including Prior Municipal Committee Experience): My experience on Common Council.
Explain why you wish to serve the City of Cedarburg, and how you feel your background would be helpful.: I have some historical knowledge that would be helpful as we face some upcoming new developments.
What Nights Are You Available For Meetings? Monday

The results of this submission may be viewed at:
https://link.edgepilot.com/s/0a22f3ba/9UifEczQOkaSEzgqfsg5FQ?u=https://www.cityofcedarburg.wi.gov/node/10561/submission/10761

CITY OF CEDARBURG

MEETING DATE: April 16, 2024 **ITEM NO:** 8.G.

TITLE: Discussion and possible action on designation of City's Official Newspaper for ensuing year

ISSUE SUMMARY: According to Wis. Stat. 985.06(2), cities are required to designate newspapers for the publication of Council proceedings and other city legal notices. Such newspapers must be published in the City, although a fourth-class city in which there is no eligible paper published may designate a newspaper published in the county and having a general circulation in the city. Currently, Cedarburg is a fourth-class city.

No other newspapers have expressed an interest in becoming the City's Official Newspaper.

STAFF RECOMMENDATION: Designate the *News Graphic* as the City's Official Newspaper. This is the same newspaper as designated last year.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION: N/A

BUDGETARY IMPACT: The cost of publications in 2023 was approximately $4,000.

ATTACHMENTS: N/A

INITIATED/REQUESTED BY: Tracie Sette, City Clerk

FOR MORE INFORMATION CONTACT: Tracie Sette, City Clerk