



**Common Council Chambers**  
8040 S. 6<sup>TH</sup> Street  
Oak Creek, WI 53154  
(414) 766-7000

Daniel Bukiewicz - Mayor  
Steven Kurkowski – 1<sup>st</sup> District  
Greg Loreck – 2<sup>nd</sup> District  
James Ruetz – 3<sup>rd</sup> District  
Lisa Marshall – 4<sup>th</sup> District  
Kenneth Gehl – 5<sup>th</sup> District  
Chris Guzikowski – 6<sup>th</sup> District

## COMMON COUNCIL MEETING AGENDA

**FEBRUARY 19, 2024**

**7:00 P.M.**

### The City's Vision

*Oak Creek: A dynamic regional leader driving the future of the south shore.*

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 2/6/24

### Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 24-01, Congratulations to Brendan Hajdasz for receiving the Eagle Scout award (by Committee of the Whole).

### New Business

#### POLICE

5. **Resolution:** Consider Resolution No. 12473-021924, approving the AT&T Next-Generation Enhanced 911 Phone System Agreement (by Committee of the Whole).
6. **Resolution:** Consider Resolution No. 12474-021924, approving the Milwaukee Area Technical College and Oak Creek Police Department "Sister Range Usage" Memorandum of Understanding (by Committee of the Whole).

#### COMMUNITY DEVELOPMENT

7. **Resolution:** Consider Resolution No. 12475-021924, approving a Certified Survey Map submitted by Matthew Zastrow, United Parcel Service, for the properties at 6800 S. 6<sup>th</sup> Street and 6855 S. Howell Ave. (1<sup>st</sup> District).

#### ENGINEERING

8. **Motion:** Consider a motion to approve the Drexel Avenue Lift Station project and award a construction contract to Mid-City Corporation based on the lump sum bid amount of \$1,093,000. (Project No. 21018) (1<sup>st</sup> & 2<sup>nd</sup> Districts).

Visit our website at [www.oakcreekwi.gov](http://www.oakcreekwi.gov) for the agenda and accompanying common council reports.  
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

## **LICENSE COMMITTEE**

9. **Motion:** Consider a *motion* to approve the various license requests as listed on the 2/19/24 License Committee Report (by Committee of the Whole).

## **VENDOR SUMMARY**

10. **Motion:** Consider a *motion* to approve the February 14, 2024 Vendor Summary Report in the amount of \$1,618,335.60. (Of this total, \$96,614.80 will affect the 2023 fiscal year, with the remaining \$1,521,720.80 affecting 2024) (by Committee of the Whole).

## **MISCELLANEOUS**

11. **Motion:** Consider a *motion* to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
- (a) Section 19.85(1)(e) to discuss the Tax Incremental District No. 13 Finance Development Agreement with F Street OCLV LLC and the Amendment to Tax Incremental District No. 13 Finance Development Agreement with F Street OCLV LLC (Lakeshore Commons) (4th District).
12. **Motion:** Consider a *motion* to reconvene into open session.
13. **Motion:** Consider a *motion* to take action, if required.

## ***Adjournment.***

### **Public Notice**

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 414-766-7000, by fax at 414-766-7976, or by mail at 8040 S. 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

COUNCIL PROCLAMATION NO. 24-01  
CONGRATULATIONS TO  
BRENDAN HAJDASZ  
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at Southbrook Church in Franklin, WI on Sunday, February 25, 2024, at 1:30 p.m., an Eagle Award will be conferred upon Brendan Hajdasz; and

WHEREAS, as his Eagle Scout project, Brendan chose to construct and install benches and cedar fencing in the Backyard Bird Walk area of the Milwaukee County Zoo; and

WHEREAS, Brendan researched building plans online, and with the assistance of his Troops Committee Chair, mapped out measurements and calculated the amount of product that would needed to build three benches and fencing. In addition to donations, Brendan started an online GoFundMe page to assist with his fundraising efforts, setting a fund goal of \$1,000 to cover material costs; and

WHEREAS, Brendan organized and coordinated the efforts of twenty volunteers, which included fellow scouts and family members, to assist with the planning, construction, placement and installation of the benches and fencing, putting in a total of over 209 man-hours of work; and

WHEREAS, the addition of these benches, located along one of the walking paths in this unique exhibit, will provide zoo visitors with an area to stop, rest and appreciate the beauty of the Milwaukee County Zoo and it's amazing animals; and

WHEREAS, in addition to the Zoo's curator of birds' and the efforts of several troops of the local Three Harbor Council of the Boy Scouts of America, nearly every feature in the Backyard Bird Walk exhibit has benefitted from a Scout's service project.

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Brendan Hajdasz.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Brendan Hajdasz for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Brendan Hajdasz.

Presented and adopted this 19<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Common Council President

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_



## COMMON COUNCIL REPORT

**Item:** AT&T Next-Generation Enhanced 911 Phone System Agreement

**Recommendation:** The Common Council approves Resolution No. 12473-021924, a Resolution approving the AT&T Next-Generation Enhanced 911 Phone System Agreement.

**Fiscal Impact:** \$82,800 a year [\$414,000 over the five (5) year contract]. This amount has already been approved in the 2024 Dispatch budget, and is financially captured in the Dispatch Intergovernmental Agreements with St. Francis and South Milwaukee.

**Critical Success Factor(s):**

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

**Background:** The 911 systems put in place starting in the 1960's, and our local start with 911 in the late 1980's, are still the backbone of many 911 systems across the country. We have been working with the State of Wisconsin to upgrade our 911 phones and associated systems over the past 5+ years. In this time the City has made it a priority to take our own cellular 911 calls and ensure our citizens get help when contacting 911 as soon as possible. This has continued with Next-Generation (Next-Gen) 911 (NG911) which leverages today's technology; however, we cannot operate today's technology on yesterdays networking systems and equipment.

As a part of this, we have been working towards updating our systems, which included the City of Oak Creek passing a resolution in 2020 to take our own cellular 911 calls. We continued these updates in 2022 as we replaced our 911 logger (which was at its end of life) with an IP Logger/Recorder that was capable of recording on the Next-Gen 911 system.

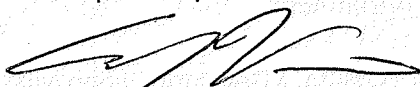
The new Next-Gen 911 systems leverage better technology as well as the technology of cellular devices. Furthermore, they are much more accurate, by using the phone's GPS location (like Uber or Lyft) which is very accurate, compared to 'cellular tower triangulation', which is very inaccurate and can be miles away from the actual caller. Ensuring help goes to the correct location is critical while it ensures Police and Fire responses are more effective, more efficient and will ultimately help save lives.

Our current phone system is now past its end of life and needs to be replaced. We researched hosting our own system versus going with a hosted system. It was both fiscally responsible and saves our IT Department 'service time', to go with a hosted NG911 phone system with AT&T.

**Options/Alternatives:** The Common Council could decide not to approve this Agreement and we could look at the alternative option of hosting our own phone system. However, this option was considered and is more costly and requires more support from our own IT Department, than having the AT&T supported system.

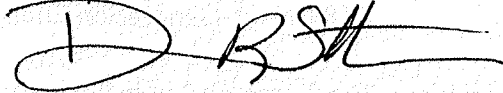
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Respectfully submitted:



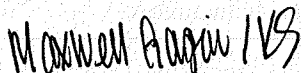
Andrew J. Vickers, MPA  
City Administrator

Prepared:



David R Stecker  
Chief of Police

Fiscal Review:



Maxwell Gaggin, MPA  
Deputy City Administrator / Finance Officer

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Attachments:

Exhibit #1 - AT&T Hosted NG911 Services Price Schedule

Exhibit #2 - AT&T Master Agreement

Exhibit #3 - Resolution No. 12473-021924

RESOLUTION NO. 12473-021924

RESOLUTION APPROVING A MASTER AGREEMENT FOR NEXT GENERATION 911 SERVICES BETWEEN AT&T AND THE CITY OF OAK CREEK

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Master Agreement for Next Generation 911 Services between AT&T and the City of Oak Creek (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Chief of Police is authorized to sign the Agreement.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms and that are approved by the Chief of Police and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19<sup>th</sup> day of February, 2024.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_ Noes \_\_\_\_



**AT&T HOSTED E9-1-1 SERVICES  
Pricing Schedule**

AT&T MA Reference No.

<b>Customer ("Customer")</b>	<b>AT&amp;T ("AT&amp;T")</b>
Oak Creek Police Department Street Address: 301 West Ryan Road City: Oak Creek State/Province: WI Zip Code: 53154 Country: USA	For purposes of this Pricing Schedule/Confirmation of Service Order, AT&T means the Service Provider specifically identified herein.
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input checked="" type="checkbox"/> <b>Primary Sales Contact</b>
Name: Jason Bauknecht Title: Dispatch Manager Street Address: 301 W. Ryan Road City: Oak Creek State/Province: WI Zip Code: 53154 Country: USA Telephone: 414-766-7605 Fax: 414-766-6699 Email: <a href="mailto:jbauknecht@oakcreekwi.gov">jbauknecht@oakcreekwi.gov</a> Customer Account Number or Master Account Number:	Name: Jennifer Kuceba Street Address: 4513 Western Avenue City: Lisle State/Province: IL Zip Code: 60532 Country: USA Telephone: 630-820-5458 Fax: 630-499-2205 Email: <a href="mailto:jk9872@att.com">jk9872@att.com</a> Sales/Branch Manager: Jon Holland SCVP Name: Jean-Claude Rizk Sales Strata: PSS Sales Region: West <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Authorized Agent or Representative Information (if applicable)</b> <input type="checkbox"/> <b>Primary Sales Contact</b>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This Pricing Schedule is part of the Agreement between AT&T and the Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name: David Stecker	Printed or Typed Name:
Title: Chief of Police	Title:
Date:	Date:

**AT&T HOSTED E9-1-1 SERVICES  
Pricing Schedule**

**SERVICE:** Next Generation 9-1-1 ("NG911") Service provisioned by AT&T that utilizes AT&T facilities to house certain NG911 Call Handling Equipment for purposes of receiving and transporting 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

**SERVICE PROVIDER:** [Operating Company Legal Entity]

**TERM:** The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) **five (5) years** from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

**SERVICE COMPONENTS AND PRICING:** The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under AT&T [Enter State] Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

**Network Transport Components:** The following prices apply to trunking between AT&T Premises and the Customer PSAP Sites:

Service	Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge, each
E 9-1-1	AT&T Hosted Viper 911 Call Handling	6	0	\$1,150.00	\$0
				\$6,900.00	\$0

**E 9-1-1 Database Components:** Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in AT&T [Enter State] Tariff, as may be modified from time to time. The current rates are listed below:

Service	Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge, each

**Other Network Components:** Customer may order other Service Components from time to time on terms and conditions set forth in AT&T [Enter State] Tariff or Guidebook.

**Equipment and Maintenance:** The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Service	Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge, each
E911	AT&T Hosted Call Handling-VESTA Remote Positions		0	0	
E911	AT&T VESTA Command Post		0	0	
	<b>Total Price</b>			0	



## AT&T HOSTED E9-1-1 SERVICES Pricing Schedule

### ADDITIONAL TERMS AND CONDITIONS

#### 1. Definitions.

"AT&T NG911 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.

"AT&T Premises" means an AT&T owned or operated facility specified in an Order where NG911 Call Handling Equipment will be installed and certain elements of the Service are performed.

"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement

"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.

"Equipment" unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.

"Statement of Work" or "SOW" means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

#### 2. Scope.

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

#### 3. Customer End User Equipment; Delivery and Installation by AT&T.

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment.

Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

#### 4. AT&T Call Handling Equipment.

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

#### 5. Customer Responsibilities for Installation Services at Customer Premise(s).

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer any and all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

#### 6. Invoicing and Payment Terms.

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

**AT&T HOSTED E9-1-1 SERVICES  
Pricing Schedule**

**7. Initial Acceptance of Services and Customer End User Equipment.**

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

**8. Licensed Software.**

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

**9. Limited Warranty, Limitation of Liability and Limitation of Remedy.**

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

**9.1 WARRANTIES.**

(a) **Equipment:** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE. (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the

manufacturer or licensor.

(b) **Manufacturer's Warranty:** Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

**9.2 WORKMANSHIP WARRANTY.**

(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer As To Information Provided by Customer.**

The Services, as described herein and any Attachments are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

**10. Storage of Equipment.**

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

**11. Amendments; Termination.**

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount

## AT&T HOSTED E9-1-1 SERVICES Pricing Schedule

of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, **an amount equal to twenty percent (20%)** of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any non-recoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

### **12. Termination of Purchase Order; Suspension of Service.**

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless:

- a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in

breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

### **13. General Provisions.**

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.



**MASTER AGREEMENT**

<b>Customer</b> Oak Creek Police Department Street Address: 301 West Ryan Road City: Oak Creek State/Province: WI Zip Code: 53154 Country: USA	<b>AT&amp;T</b> AT&T Corp.
<b>Customer Contact (for notices)</b> Name: Jason Bauknecht Title: Dispatch Manager Street Address: 301 West Ryan Road City: Oak Creek State/Province: WI Zip Code: 53154 Country: USA Telephone: 414-766-7605 Fax: 414-766-6699 Email: jbauknecht@oakcreekwi.gov	<b>AT&amp;T Contact (for notices)</b> Street Address: 4513 Western Avenue City: Lisle State/Province: IL Zip Code: 60532 Country: USA  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name: <del>David Stecker</del> Daniel J. Bukiewicz	Name:
Title: <del>Chief of Police</del> Mayor, City of Oak Creek	Title:
Date:	Date:

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

COUNTERSIGNED:

I hereby certify that sufficient funds are in the Treasury to meet the expense hereof.

\_\_\_\_\_  
Maxwell Gagin, Deputy City Administrator / Finance Officer

Examined and approved as to form this \_\_\_\_\_ day of February, 2024.

\_\_\_\_\_  
Melissa L. Karls, City Attorney

## MASTER AGREEMENT

### 1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at [att.com/aup](http://att.com/aup) or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at [att.com/servicepublications](http://att.com/servicepublications) or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

### 2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

### 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

## MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

### 4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

## MASTER AGREEMENT

### 4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

### 5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

### 6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

#### 6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
  - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
  - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
  - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
  - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

## MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

## 7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.



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### 8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

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not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

### 9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

### 10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

#### 10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

## MASTER AGREEMENT

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

## 11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



## COMMON COUNCIL REPORT

**Item:** Milwaukee Area Technical College and Oak Creek Police Department 'Sister Range Usage' Memorandum of Understanding

**Recommendation:** The Common Council approves Resolution No. 12474-021924, a Resolution approving the Milwaukee Area Technical College and Oak Creek Police Department 'Sister Range Usage' Memorandum of Understanding

**Fiscal Impact:** No fiscal impact

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe, and Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** Over the years the Milwaukee Area Technical College (MATC) and the Oak Creek Police Department (OCPD) have enjoyed the use of each other's facilities in a mutually beneficial manner. Typically this was either MATC or OCPD using each other's firearms range when the other's was inoperable due to mechanical issues and/or required maintenance. This has morphed over the years through different Chiefs of Police and Administrative Staff at MATC.

At this time, it is both MATC's and OCPD's wishes to capture this long established practice in to a formal document. This will help to clearly outline the practice as well as clearly establish the terms and responsibilities of both parties.

This exchange does not happen frequently; however, when a last minute change occurs, we can pivot and utilize each other's facilities, if available, to ensure there is no loss of time for training. Any other options would be much further away from each other in Oak Creek and create additional hardships to maintain the intended training agenda intact.

**Options/Alternatives:** The Common Council could decide not to approve this Memorandum of Understanding and MATC and OCPD would not be able to enjoy the ability to trade facility time when a need requires the other to conduct trainings off-site. Furthermore, it would require the OCPD to pay the prevailing rate for use of MATC facilities, when it could otherwise do so at no cost.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

David R Stecker  
Chief of Police

Fiscal Review:

*Maxwell Gaggin / VS*

Maxwell Gaggin, MPA

Deputy City Administrator / Finance Officer

---

Attachments:

Exhibit #1 - MATC & OCPD MOU

Exhibit #2 - Resolution No. 12474-021924

RESOLUTION NO. 12474-021924

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
MILWAUKEE AREA TECHNICAL COLLEGE AND THE CITY OF OAK CREEK  
FOR SISTER RANGE USAGE

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Memorandum of Understanding between Milwaukee Area Technical College and the City of Oak Creek for Sister Range Usage ("MOU") is hereby approved.

BE IT FURTHER RESOLVED that the Chief of Police is authorized to execute the MOU.

BE IT FURTHER RESOLVED that technical corrections or amendments to the MOU that do not substantively change the terms and that are approved by the Chief of Police and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19<sup>th</sup> day of February, 2024.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

VOTE: Ayes \_\_\_\_ Noes \_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
MILWAUKEE AREA TECHNICAL COLLEGE AND THE CITY OF OAK CREEK  
FOR SISTER RANGE USAGE**

This Memorandum of Understanding (“MOU”) is made by and between the Milwaukee Area Technical College, an educational institution of the State of Wisconsin (“MATC”) with an Oak Creek Campus address of 6665 South Howell Avenue, Oak Creek, Wisconsin 53154, and the City of Oak Creek, a municipal corporation of the State of Wisconsin (the “City”) via its Police Department, with a department address of 301 West Ryan Road, Oak Creek, Wisconsin 53154 (“OCPD”).

WHEREAS, MATC is a Wisconsin Technical College organized and operating under Wis. Stats. Ch. 38, which offers higher education, technical training and job skills programs;

WHEREAS, MATC offers courses and/or has developed specialized programming for Criminal Justice Protective Services;

WHEREAS, OCPD is a department of the City charged with the responsibility to protect and serve all citizens while in the City of Oak Creek;

WHEREAS, both MATC and the City via its OCPD own, operate and maintain firearms ranges of similar design that consist of indoor, 25-yard ballistic rubber trap ranges capable of handling both handgun and rifle ammunition of common police weaponry;

WHEREAS, MATC and the City recognize that community organizations such as MATC and the City via OCPD are essential partners to maintain the continuity of training advancing.

WHEREAS, MATC and the City via OCPD desire to partner to assist one another in the event either of its ranges is out of service due to ventilation system failure, rubber trap mining, building structural compromise, acts of nature, and similar situations limiting use.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

## 1. SCOPE AND RESPONSIBILITIES

a. In the event either MATC's or OCPD's range becomes out of service ("Visitor"), the other party ("Host") agrees to allow the use of its range for training classes that the Visitor may be conducting. Visitor will work with Host's training department to find appropriately available time slots when the Visitor training will not interfere with the Host's training schedule.

b. Visitor will supply Host with its current Certification of Liability Insurance that provides coverage for such incidental range use.

c. Visitor will supply its own instructors, weapons, ammunition and other necessary training equipment.

d. Host will maintain a record of dates and times Visitor uses its range.

e. Visitor will provide Host with a list of Visitor's instructors and attendees, prior to any range use, for Host's records.

f. Host will provide Visitor with current use protocol regarding range officers' qualifications, range use, and similar requirements.

g. A Host representative will be available at its range at the start of any use by Visitor in order to open its facility and also at the conclusion of use in order to conduct a walkthrough and secure the facility.

h. Use dates will be "exchanged" on an hourly basis in four-hour time blocks, e.g. if MATC uses OCPD's range for four hours, OCPD will then be able to schedule a four-hour training block on MATC's range, shoothouse, EVOC Track or Tactical Tower.

## 2. TERM

This MOU will be in effect from the date of signing, through December 31, 2026, unless terminated pursuant to the provisions of Section 3 below, and may be renewed, by written agreement of both parties, for specified terms.

## 3. TERMINATION

a. If either party fails to fulfill its responsibilities under this MOU or violates any of its provisions, the non-breaching party will have the right to terminate this MOU with 10 days' written notice, specifying the alleged violations, and effective date of termination. This MOU



will not be terminated if, upon receipt of said notice, the breaching party promptly cures the alleged violation(s) prior to the end of the ten-day period.

b. Either party has the right to terminate this MOU at any time, for any reason, by giving the other party 30 days' written notice by certified or registered mail of such termination.

#### 4. MODIFICATION

Any modification, expansion or amendment of this MOU must be in writing and executed by both parties.

#### 5. SEVERABILITY

All provisions herein are severable, and in the event any provision is found to be invalid by an agency or court of competent jurisdiction, this MOU will be interpreted as if such invalid provisions were not contained herein, and the remainder of the provisions shall continue to apply.

#### 6. CHOICE OF LAW AND FORUM

This MOU will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Milwaukee County, Wisconsin.

#### 7. FINAL EXPRESSION

This MOU is intended by MATC and OCPD as a final expression of their agreement and as a complete and exclusive statement of its terms. This MOU supersedes any prior proposals, negotiations, discussions and agreements among the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding.

MATC

CITY OF OAK CREEK

\_\_\_\_\_  
Valencia Brown Ph.D.  
Dean of Serve Pathways

\_\_\_\_\_  
David Stecker  
Chief of Police

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COMMON COUNCIL REPORT

**Item:** Lot Line Adjustment (Certified Survey Map) – 6800 S. 6<sup>th</sup> St. & 6855 S. Howell Ave. – Matthew Zastrow, United Parcel Service

**Recommendation:** That the Council adopts Resolution No. 12475-021924, a resolution approving a Certified Survey Map submitted by Matthew Zastrow, United Parcel Service, for the properties at 6800 S. 6<sup>th</sup> St. & 6855 S. Howell Ave. (1<sup>st</sup> Aldermanic District).

**Fiscal Impact:** The proposal is to combine the properties into one (1) lot in the M-1, Manufacturing zoning district. As the lot is currently developed, no immediate fiscal impact other than review fees is anticipated. These properties are not part of a TID.

**Critical Success Factor(s):**

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

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**Background:** The Applicant is requesting approval of a Lot Line Adjustment (Certified Survey Map) to combine the properties at 6800 S. 6<sup>th</sup> St. and 6855 S. Howell Ave. This CSM request is directly related to the proposal for their planned expansion of the employee and truck/trailer parking areas.

Following combination, Lot 1 will be 72.85329 acres in size, and will meet minimum Code requirements for the M-1, Manufacturing zoning district. Delineated wetlands and easements are shown on Page 2 of the map. However, staff note that floodplain boundaries will need to be added prior to recording as noted in the suggested conditions of approval above.

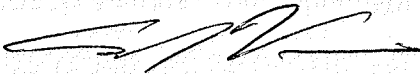
The Plan Commission reviewed this request during their February 13, 2024 meeting, and recommended approval subject to the following conditions:

1. That all floodplain boundaries are included on the map prior to recording.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

**Options/Alternatives:** Council has the discretion to approve, and/or modify the condition(s) of Certified Survey Map approval, or deny the request.

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Respectfully submitted:



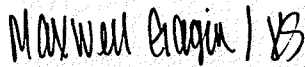
Andrew J. Vickers, MPA  
City Administrator

Prepared:



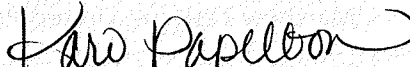
Melanie Perez  
Planning Intern

Fiscal Review:



Maxwell Gaggin, MPA  
Assistant City Administrator / Comptroller

Approved:



Kari Papelbon, CFM, AICP  
Senior Planner

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Attachments:

Res. 12475-021924

Location Map

Proposed CSM (5 pages)

RESOLUTION NO. 12475-021924

BY: \_\_\_\_\_

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR  
MATTHEW ZASTROW, UNITED PARCEL SERVICE

6800 S. 6<sup>th</sup> St. & 6855 S. Howell Ave.  
(1<sup>ST</sup> Aldermanic District)

WHEREAS, MATTHEW ZASTROW, UNITED PARCEL SERVICE of 6800 S. 6<sup>th</sup> St. & 6855 S. Howell Ave., hereinafter referred to as the subdivider, has submitted Certified Survey Map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this Certified Survey Map be approved, subject to the following conditions:

1. That the Official Map is shown on the map prior to recording.
2. That all wetlands and delineation information are included on the map prior to recording.
3. That all easements are shown on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this Certified Survey Map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That the Official Map is shown on the map prior to recording.
2. That all wetlands and delineation information are included on the map prior to recording.
3. That all easements are shown on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19<sup>th</sup> day of February, 2024.

Passed and adopted this 19<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
President, Common Council

Approved this 19<sup>th</sup> day of February 2024.

\_\_\_\_\_  
Mayor

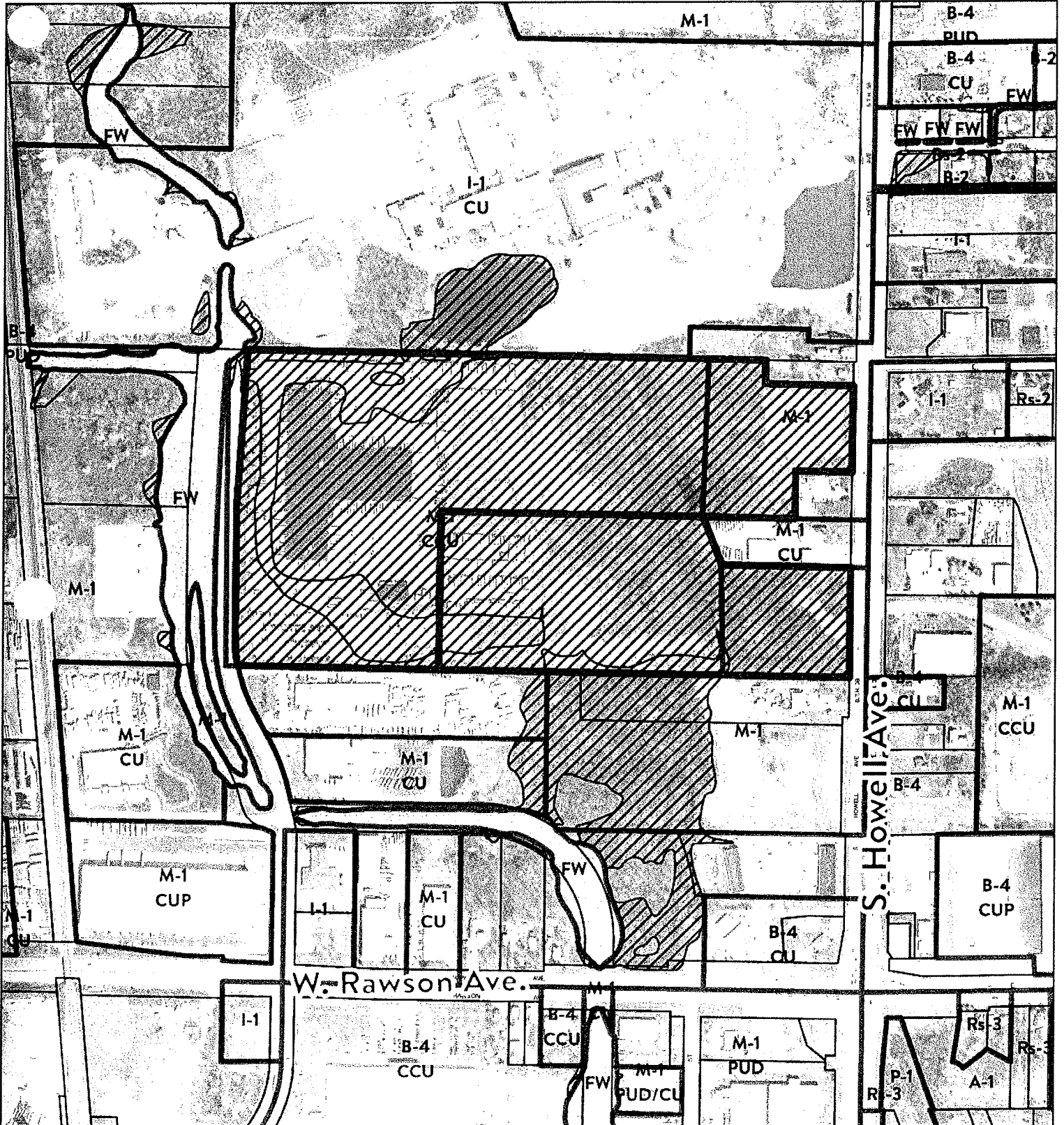
ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# Location Map

## 6800 S. 6th St. & 6855 S. Howell Ave.



This map is not a survey of the actual boundary of any property this map depicts.

### Legend



0 0.04 0.07 0.15 Miles



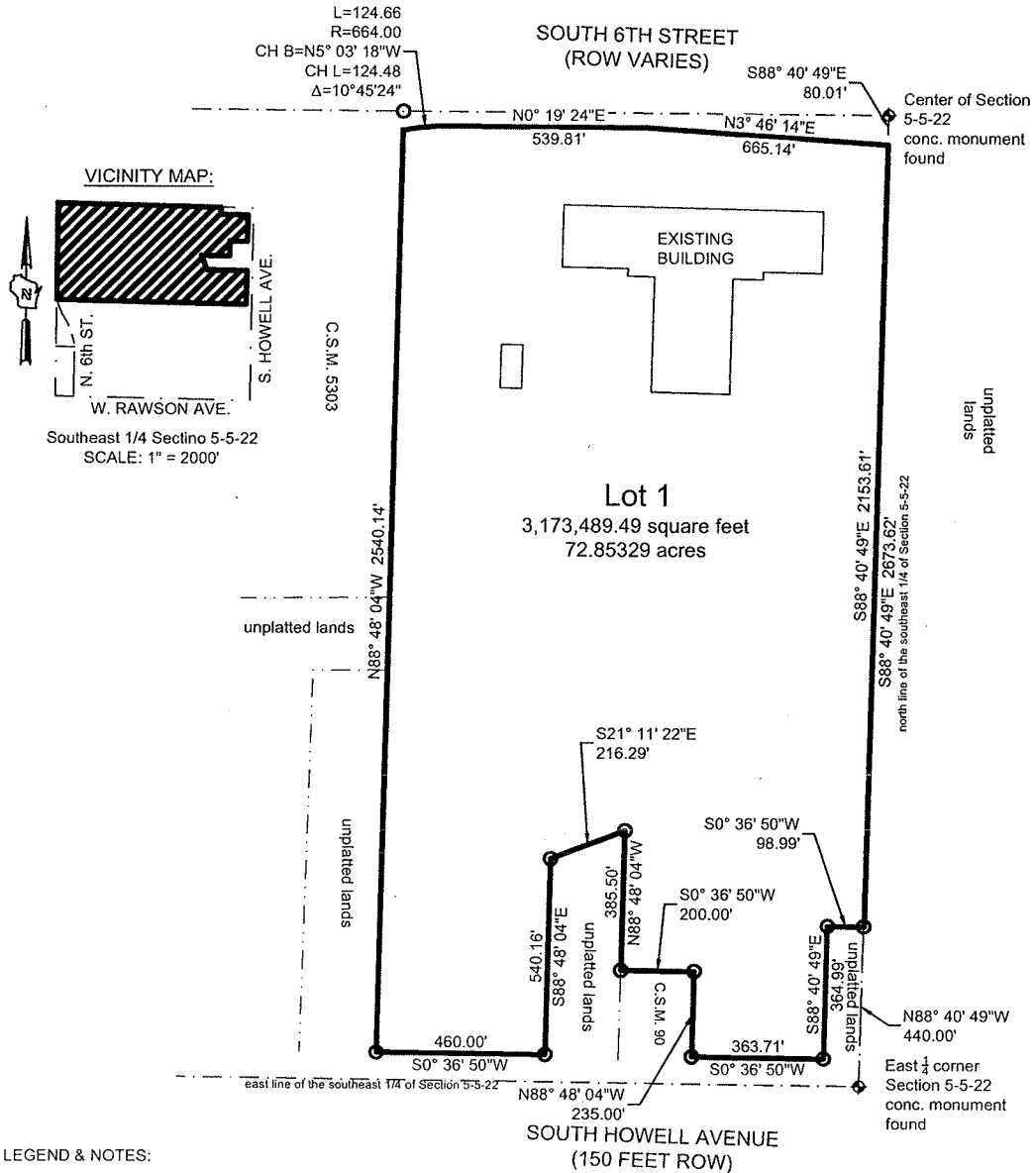
- Parcels
- Zoning
- Flood Fringe

- Floodway
- 6800 S. 6th St. & 6855 S. Howell Ave.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWN 5 NORTH, RANGE 22 EAST IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN

ADDRESSES: 6800 SOUTH 6TH STREET AND 6855 SOUTH HOWELL AVENUE  
 TAX KEY NUMBERS: 734-9998-001 AND 734-9996-001

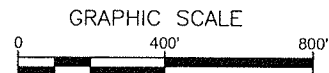
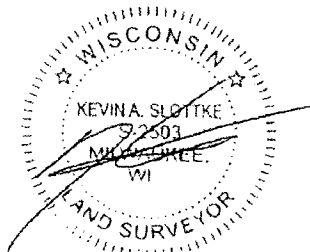


**LEGEND & NOTES:**

- ◆ INDICATES FOUND MONUMENT
- INDICATES FOUND 1" IRON PIPE

COORDINATES & BEARINGS REFERENCED THE WISCONSIN STATE PLANE COORDINATE SYSTEM WITH THE NORTH LINE OF THE SE 1/4 OF SEC. 5-5-22, ASSUMED TO BEAR S 88° 40' 49" E, AS PUBLISHED BY SEWRPC, NAD 1983.

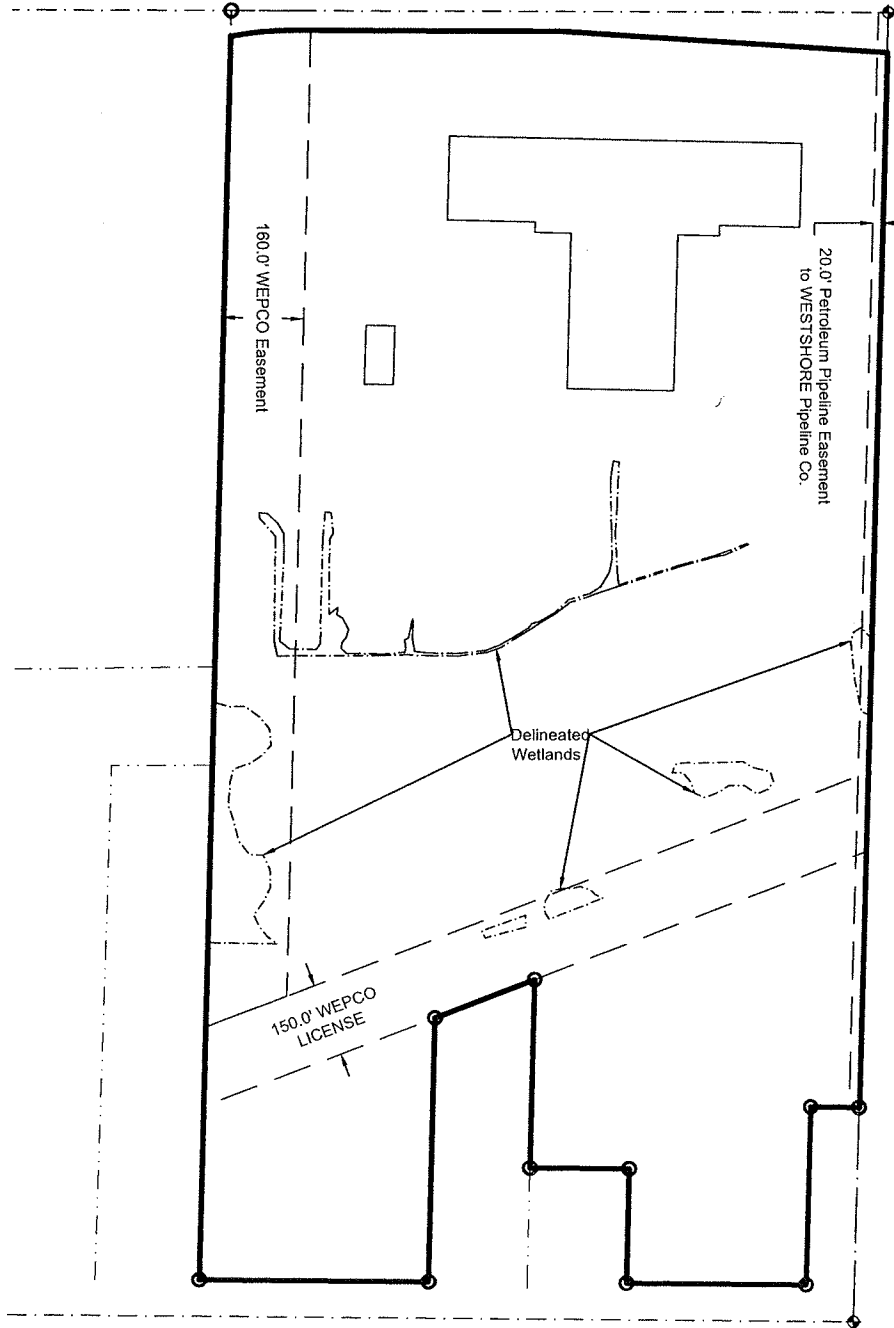
**THE SIGMA GROUP**  
 Single Source. Sound Solutions.  
 www.thsigmagroup.com  
 1300 West Canal Street  
 Milwaukee, WI 53233  
 Phone: 414-643-4200  
 Fax: 414-643-4210



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWN 5 NORTH, RANGE 22 EAST IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN

WETLANDS



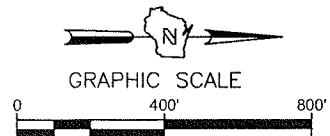
**THE SIGMA GROUP**  
Single Source Survey Solutions  
www.thesigmagroup.com  
1300 West Canal Street  
Milwaukee, WI 53233  
Phone: 414-643-4200  
Fax: 414-643-4210

PROJECT NUMBER 21316

DRAFTED BY KMA

DATE 10/19/2023

Sheet 2 of 5





# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWN 5 NORTH, RANGE 22 EAST IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN

## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
SS  
MILWAUKEE COUNTY)

I, Kevin A. Slottke, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped all that part of the Northeast 1/4 of the Southeast 1/4 of Section 5, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

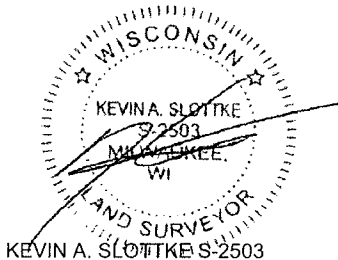
Commencing at the East  $\frac{1}{4}$  corner of said Section 5; thence S 88°40'49" W, 440.00 feet along the north line of said Southeast 1/4 Section to the point of beginning; thence S 00°36'50" W, 99.00 feet; thence S 88°40'49" E, 364.99 feet to the west right of way line of South Howell Avenue; thence S 00°36'50" W along said right of way line, 363.71 feet to the north line of Certified Survey Map No. 90; thence N 88°48'04" W along said north line, 235.00 feet to the west line of said Certified Survey Map; thence S 00°36'50" W, along said west line, 200.00 feet; thence N 88°48'04" W, 385.50 feet; thence S 21°11'22" E, 216.29 feet; thence S 88°48'04" E, 540.16 feet to said right of way line; thence S 00°36'50" W along said right of way line, 460.00 feet; thence N 88°48'04" W, 2540.14 feet to the east right of way line of South 6th Street and a point of curvature; thence northerly along said right of way, 124.66 feet along the arc of a curve whose radius lies 664.00 feet to the east and whose chord bears N 5°03'18" W, 124.48 feet; thence N 0°19'24" E along said right of way line, 539.81 feet; thence N 3°46'14" E, along said right of way line 665.15 feet to the north line of said Southeast 1/4; thence South 88°40'49" East, 2153.61 feet to the point of beginning.

Said parcel contains 3,173,489.49 square feet or 72.85329 acres of land, more or less.

That I have made the survey, land division, and map by the direction of the BTOH, LLC, owner of said land.

That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Code Municipal Code in surveying, dividing and mapping the same.



www.thesigmagroup.com  
1300 West Canal Street  
Milwaukee, WI 53233  
Phone: 414-643-4200  
Fax: 414-643-4210

PROJECT NUMBER 21316

DRAFTED BY KMA

DATE 10/19/2023

Sheet 3 of 5

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWN 5 NORTH, RANGE 22 EAST IN  
THE CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN

## CORPORATE OWNER'S CERTIFICATE

The BTOH, LLC, as Owner, caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statute and Chapter 14 of the City of Oak Creek Code of Ordinances.

IN WITNESS WHEREOF, the said BTOH LLC, owner, has caused these presents to be signed by:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

STATE OF WISCONSIN)

)SS

MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, to me known

to be the person who executed the foregoing instrument, and to me known to be the \_\_\_\_\_

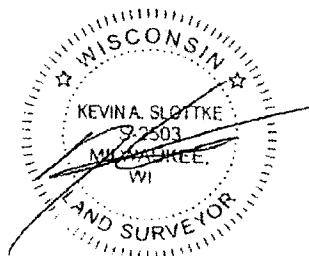
and acknowledged that they executed the foregoing instrument as such officer as the deed of the corporation, by its authority.

(SEAL) NOTARY PUBLIC, STATE OF WISCONSIN

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

PRINT NOTARY NAME \_\_\_\_\_



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

ALL THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWN 5 NORTH, RANGE 22 EAST IN  
THE CITY OF OAK CREEK, MILWAUKEE COUNTY, STATE OF WISCONSIN

## CITY OF OAK CREEK PLAN COMMISSION CERTIFICATE OF APPROVAL

Approved by the Plan Commission of the City of Oak Creek on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Daniel Bukiewicz - Chairman  
City of Oak Creek

\_\_\_\_\_  
Kari Papelbon, Corresponding  
Secretary, City of Oak Creek

## CITY OF OAK CREEK COMMON COUNCIL CERTIFICATE OF APPROVAL

Approved by the Common Council of the City of Oak Creek on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Daniel Bukiewicz - Mayor  
City of Oak Creek

\_\_\_\_\_  
Catherine A. Roeske, Clerk  
City of Oak Creek



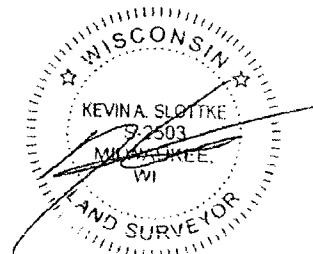
www.thesigmagroup.com  
1300 West Canal Street  
Milwaukee, WI 53233  
Phone: 414-643-4200  
Fax: 414-643-4210

PROJECT NUMBER 21316

DRAFTED BY KMA

DATE 10/19/2023

Sheet 5 of 5





## COMMON COUNCIL REPORT

**Item:** Drexel Avenue Lift Station Award

**Recommendation:** That the Council consider a motion to approve the Drexel Avenue Lift Station project and award a construction contract to Mid-City Corporation based on the lump sum bid amount of \$1,093,000. (Project 21018)(1<sup>st</sup> and 2<sup>nd</sup> Aldermanic Districts)

**Fiscal Impact:** The project construction cost will be funded by the \$1,275,000 budget included in the 2021 and 2023 Capital Improvement Programs.

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe, and Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The existing Drexel Avenue Lift Station, built in 1986, is approaching the end of its operational lifespan. Originally planned for installing new electrical disconnects, the project has since expanded to a complete replacement of the station. This shift was prompted by the Drexel Avenue road enhancements and proposed street landscaping upgrades. Originally slated for reconstruction during the road improvements, the station's overhaul will now involve reusing the existing wet well while integrating two new submersible pumps within it. The current pumps and underground control room will be dismantled, making way for a new building to be erected west of the existing wet well to accommodate the control systems. Both new pumps will be equipped with fresh discharge lines leading to the creek. The construction of the new building will eliminate the need for confined entry during biweekly inspections. Vital for averting flooding on Drexel Avenue at the railroad overpass during heavy rainfall that makes the lift station's renovation critical. Additionally, the project includes the installation of a fiber line for monitoring pump operations, necessitating a separate contract. Due to the 26-week lead time required for equipment procurement, the contractor proposes commencing construction in the fall to mitigate delays.

**Options/Alternatives:** The Council could reject the bids altogether.

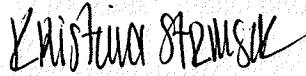
Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Brian L. Johnston, PE  
Utility Engineer

Fiscal Review:



Kristina Strmsek

Finance & Accounting Manager

Approved:



Matthew J. Sullivan, PE

Assistant City Administrator/City Engineer

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Attachments: 21018 Bid Tab

PROJECT NO. 21018 - DREXEL AVENUE LIFT STATION  
 BID RESULTS

BASE BID - USING ENERGENECS AND TRACHTE AS SUPPLIERS						
Bid Date: February 9, 2024			Mid City Corporation		August Winter & Sons, Inc.	
Item No.	Item Description	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	STORMWATER LIFT STATION REPLACEMENT - Including Material Items 1a, 2a, and 3 below	1 LS	\$1,198,500.00	\$1,198,500.00	\$1,559,000.00	\$1,559,000.00
TOTAL (ITEM 1 INCLUSIVE)			\$1,198,500.00		\$1,559,000.00	

BASE BID - USING LW ALLEN AND USEMCO AS SUPPLIERS						
Bid Date: February 9, 2024			Mid City Corporation		August Winter & Sons, Inc.	
Item No.	Item Description	Quantity	Unit Price	Total Price	Unit Price	Total Price
2	STORMWATER LIFT STATION REPLACEMENT - Including Material Items 1b, 2b, and 3 below	1 LS	\$1,093,000.00	\$1,093,000.00	\$1,435,100.00	\$1,435,100.00
TOTAL (ITEM 2 INCLUSIVE)			\$1,093,000.00		\$1,435,100.00	

Bid Date: February 9, 2024			Mid City Corporation		August Winter & Sons, Inc.	
Material No.	Material Description	Quantity	Unit Price	Total Price	Unit Price	Total Price
1a	Control Panel from Energenecs	1 EA	\$138,000.00	\$138,000.00	\$138,000.00	\$138,000.00
1b	Control Panel from LW Allen/Usemco	1 EA	\$105,000.00	\$105,000.00	\$100,000.00	\$100,000.00
2a	Pre-Engineered Building from Trachte	1 EA	\$184,000.00	\$184,000.00	\$184,000.00	\$184,000.00
2b	Pre-Engineered Building from Usemco	1 EA	\$128,895.00	\$128,895.00	\$124,000.00	\$124,000.00
3	Wilo Submersible Pump	2 EA	\$32,700.00	\$65,400.00	\$33,000.00	\$66,000.00



# COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 2/19/24 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$630.00 were collected.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
  - Financial Stability and Resiliency
  - Thoughtful Growth and Prosperous Local Economy
  - Clean, Safe & Welcoming
  - Inspired, Aligned, and Proactive City Organization
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:**

The License Committee met on 2/8/2024. Recommendations are as follows:

1. Grant an Operator’s license to Christopher S. Johnson (Fairfield Inn).
2. Grant an Operator’s license to Sherry A. Skramstad (BP W Discount Liquor).

The following items were received after the License Committee met. Favorable background reports were received.

3. Grant Operator licenses to the following:
 

* Ryan S. Bremer (Classic Lanes)	* Haley R. Sullivan (Fairfield Inn)
* Melissa S. Hussein (Fairfield Inn)	* Logan J. DiCristo (South Shore Cinemas)

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller CMC/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gagrin, MPA  
Deputy City Administrator / Finance Officer

Attachments: none



## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the February 14, 2024 Vendor Summary Report in the total of \$1,618,335.60

**Fiscal Impact:** Total claims paid of \$1,618,335.60. Of this grand total paid, \$96,614.80 will affect fiscal year 2023. The remaining amount of \$1,521,720.80 will affect fiscal year 2024.

**Critical Success Factor(s):c**

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

**Background:** Of note are the following payments:

1. \$68,670.34 to Bestco UA (pg #5) for March retiree insurance.
2. \$16,105.50 to Buelow Vetter (pg #5) for legal services.
3. \$108,173.80 to Compass Minerals Company (pg #6) for salt inventory.
4. \$19,991.77 to E. H. Wolf & Sons, Inc. (pg #7) for fuel inventory.
5. \$697,096.83 to Edgerton Contractors, Inc. (pg #7) for work on Lakefront Bluff Stabilization. Project #23005.
6. \$13,401.96 to Enterprise FM Trust (pgs #7 & 8) for DPW vehicle lease monthly payment. Project #19024.
7. \$11,507.46 to Graef (pg #1) for Puetz/Liberty Intersection Improvements. Project #22006.
8. \$6,199.751 to Interstate Power Systems (pg #9) for power take off, transmission, and oil cooler replacement.
9. \$5,688.00 to Jotform Inc. (pg #9) for annual subscription (IT).
10. \$13,706.28 to Kansas City Life Insurance Co. (pg #10) for March disability insurance.
11. \$10,000.00 to Kelly Ann Schey (pg #10) for sound and lighting for summertime events.
12. \$325,000.44 to Oak Creek Hotel Ventures, LLC (pg #12) for payment per developer agreement.
13. \$22,816.13 to Oak Creek Water & Sewer Utility (pg #1) for additional 4th quarter developer billings. Project #21018
14. \$29,897.28 to Oak Creek – Franklin Joint School District (pg #1) for 2023 mobile home fees.
15. \$6,517.31 to Proven Power, Inc. (pg #13) for hydraulic pump replacement and filters.



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16. \$6,342.58 to Securian Financial Group, Inc. (pgs #13 & 14) for March employee life insurance.
  17. \$31,216.13 to Source One Technology, Inc. (pg #14) for core network down payment. Project #21023.
  18. \$17,375.00 to Tyler Technologies, Inc. (pg #16) for consulting services.
  19. \$63,139.22 to US Bank (pgs #18 - 26) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
  20. \$10,648.25 to US Marshals Service (pg #4) for seized money.
  21. \$13,414.83 to WE Energies (pg #26) for street lighting, electricity & natural gas.
  22. \$8,796.00 to WI Court Fines & Surcharges (pg #16) for January court fines.
  23. \$14,355.56 to WI Dept. of Transportation (pg #16) for construction services relating to 6th St Bridge Design and Replacement. Projects #19029 & #23008.

Options/Alternatives: None

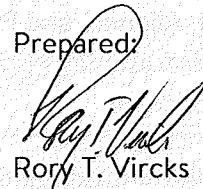
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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

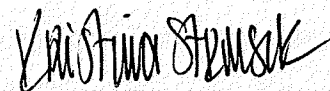
Prepared:



Rory T. Vircks  
Staff Accountant

Fiscal Review:

Maxwell Gagin, MPA  
Deputy City Administrator / Finance Officer



Kristina Strmesk  
Finance and Accounting Manager

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Attachments: 02/14/2024 Invoice GL Distribution Report