

12.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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**R-2007-0018**      **Resolution**      **In Committee**

Resolution to Approve the Contract Between the City of West Allis and Boardman Law Firm, LLP Regarding the Case of City of Milwaukee v. AT&T, et al.

**Introduced:** 1/16/2007

**Controlling Body:** Administration & Finance Committee

**Sponsor(s):** Administration & Finance Committee

### COMMITTEE RECOMMENDATION

ACTION DATE:

JAN 16 2007

MOVER	SECONDER	
	✓	Barczak
		Czaplewski
		Dobrowski
		Kopplin
✓		Lajsic
		Narlock
		Reinke
		Sengstock
		Vitale
		Weigel

AYE	NO	PRESENT	EXCUSED
✓			
✓			
✓			
✓			
✓			

TOTAL 5

### SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

## ADOPT

ACTION DATE:

JAN 16 2007

MOVER	SECONDER	
✓		Barczak
		Czaplewski
		Dobrowski
		Kopplin
		Lajsic
		Narlock
	✓	Reinke
		Sengstock
		Vitale
		Weigel

AYE	NO	PRESENT	EXCUSED
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			

TOTAL 10



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2007-0018**

**Final Action:**

JAN 16 2007

Resolution to Approve the Contract Between the City of West Allis and Boardman Law Firm, LLP Regarding the Case of City of Milwaukee v. AT&T, et al.

WHEREAS, the City of Milwaukee is currently engaged in litigation in The United States Circuit Court, Eastern District of Wisconsin, with AT&T regarding the use of video streaming from utility boxes; and,

WHEREAS, the City of West Allis ("City") has been negotiating with AT&T regarding the equipment, it being the position of the City that AT&T must obtain a franchise from the City under Sections 15.04 to 15.42 of the West Allis Revised Municipal Code; and,

WHEREAS, AT&T has taken the position that it is not required to obtain a franchise under the West Allis Revised Municipal Code; and,

WHEREAS, the City of Milwaukee is seeking a Declaratory Judgment that AT&T must first obtain a franchise before providing video services under circumstances analogous to that which exists in the City; and,

WHEREAS, the Regional Telecommunication Commission ("RTC") is a consortium of municipalities dealing with telecommunication matters including cable franchises; and,

WHEREAS, the RTC has proposed that municipalities with interests common to the City of Milwaukee participate in the City of Milwaukee litigation in support of the City of Milwaukee; and,

WHEREAS, the Common Council of the City of West Allis has determined that participation with the RTC is in the best interest of the City; and,

WHEREAS, the RTC has made arrangements to have the Boardman Law Firm, LLP represent the RTC in the City of Milwaukee litigation; and,


WHEREAS, it is the desire of the City to participate with other municipalities in paying its share of the costs of the Boardman Law Firm, LLP representing the mutual interests of the municipalities in the Milwaukee litigation.

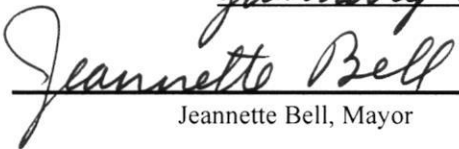
NOW, THEREFORE, BE IT RESOLVED that the City Attorney is hereby authorized to sign the attached contract with the Boardman Law Firm, LLP and to participate in the payment of the City's

share of the Boardman Law Firm's fees up to Eight Hundred Five and 59/100 Dollars (\$805.59).

BE IT FURTHER RESOLVED that the City Attorney is hereby directed to inform the Boardman Law Firm, LLP that the City shall not be in any way named as an intervener in the Milwaukee lawsuit and that any further expenditure above the Eight Hundred Five and 59/100 Dollars (\$805.59) requires further authorization from the Common Council.

ATTR-Contract CWA&Boardman

ADOPTED JAN 16 2007  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED January 18, 2007  
  
Jeannette Bell, Mayor

REGIONAL TELECOMMUNICATIONS COMMISSION  
PARTICIPATION AGREEMENT

**City of Milwaukee/AT&T Declaratory Judgment Action**

The undersigned, on behalf of the City/Village of \_\_\_\_\_ ("Participant"), hereby agrees to participate as a member of the Regional Telecommunications Commission ("RTC") to intervene in the declaratory judgment action initiated by the City of Milwaukee against AT&T to seek a determination of whether AT&T's proposed U-Verse video service is a cable service within the meaning of 47 U.S.C. § 522(6). The RTC members participating in this effort will be referred to collectively as the "Intervention Group." The City of Milwaukee is expected to commence such an action by the end of 2006. Members of the RTC will intervene in any such action in support of Milwaukee.

Each Participant agrees to keep confidential any and all attorney work product or attorney-client communications, including any litigation strategy, both during and after its participation in the Intervention Group. This agreement is made to protect the interests of others who may wish to continue in the Intervention Group.

By participating in this Intervention Group, Participant hereby agrees to retain The Boardman Law Firm LLP as its attorneys to represent it in this proceeding. Participant will pay its share of the costs and disbursements incurred by The Boardman Law Firm, based on the number of cable television subscribers in each member community. Participant presently has \_\_\_\_\_ Time Warner subscribers in its municipality. Once the Group is formed, an executed Participation Agreement will be return to you along with a chart showing an allocation of costs on such a share.

A Participant may withdraw from the Intervention Group on 30 days written notice to the Group Representatives, as defined below, but will be responsible for any costs incurred prior to withdrawal. Any Participant withdrawing from the Intervention Group specifically consents that other Intervention Group members may use any and all attorney work product, may continue to use counsel retained on behalf of the Intervention Group and may use any experts, if any, and work by experts, if any, retained on behalf of the Intervention Group.

The Intervention Group will be governed in its intervention by its "Steering Committee." Until further notice, the Steering Committee members will be Karen Flaherty, City Attorney for Brookfield, and Alan Kesner City Attorney for Wauwautosa. Participant consents to the appointment of the above persons as members of the Steering Committee. Unless a Participant has decided to terminate its participation in the Group Intervention, decisions made by the Steering Committee regarding the activities or proceedings to be undertaken by the Intervention Group will be binding on all members of the Intervention Group.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2006.

Participant: \_\_\_\_\_

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

\_\_\_\_\_  
(Position)

Accepted: Boardman Law Firm LLP

By:

\_\_\_\_\_  
Anita T. Gallucci

@PFDesktop\.:ODMA/WORLDOX/F:/DOCS/wd/20342/13/A0459771.WPD

REGIONAL TELECOMMUNICATIONS COMMISSION  
PARTICIPATION AGREEMENT

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**RECEIVED**

FEB 5 2007

WEST ALLIS  
CITY ATTORNEY

Signed this 30 day of January, 2008.

Participant: City of West Allis

By: Scott Spout

West Allis City Attorney  
(Position)

Accepted: Boardman Law Firm LLP

By:

  
Anita T. Gallucci

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