

**OCCUPANCY/ USE AGREEMENT  
FOR BUILDING AND PART OF PARCEL LOCATED  
AT 2401 W. St. PAUL AVE.  
BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND  
THE CITY OF MILWAUKEE THROUGH ITS HEALTH DEPARTMENT  
COMMENCING October 11, 2021 AND ENDING March 31, 2022**

This Occupancy/Use Agreement provides for the use of certain improved property owned in fee simple trust by the Wisconsin Department of Transportation for public health purpose at 2401 W. St. Paul Ave. in the City of Milwaukee, Wisconsin.

**SECTION 1: Recitals.**

- 1.1 **Purpose:** Pursuant to this Occupancy/Use Agreement (hereinafter “Use Agreement”), the City of Milwaukee, through its Health Department, (“CMKEHD”) is hereby authorized to use the Premises (as defined in Section 2.3, below) for the development and use of the space for public use purposes, specifically a SARS COVID-19 publicly accessible testing station and vaccination site (hereinafter “Test Site”).
- 1.2 **Activity:** The proposed area for the Test Site will include the building at 2401 W. St. Paul and the drive lanes to and from the building that allow ingress and egress of automobile traffic to and from the building encompassing Milwaukee County Tax Key #4009995115.
- 1.3 **Current Ownership:** The subject parcel is owned by the Wisconsin Department of Transportation (WisDOT) in fee simple trust and was formerly used as a Department of Motor Vehicles Emissions Testing facility. The facility has been closed since 2012 and thereafter has been used as a storage facility for WisDOT signage and traffic control materials.
- 1.4 While the parties hereto agree that the CMKEHD has no right, title or interest in or to the parcel which is the subject of this Use Agreement, referred to herein as the Premises (as defined in numbered paragraph 2.3 below), the CMKEHD has a continuing interest in ensuring the appropriate use and maintenance of the Premises and is a party to this Use Agreement in order to further that interest.

## **SECTION 2: Basic Provisions.**

- 2.1 **Grant of Use Agreement:** WisDOT hereby grants to the CMKEHD, and CMKEHD hereby receives from WisDOT, this limited revocable Use Agreement, for the term of this Use Agreement, concerning the area described in **Exhibit A-Legal Description**. It is understood that CMKEHD intends to make the Premises (as defined in paragraph 2.3 below) available for use by residents, workers and visitors as a SARS COVID-19 testing site, consistent with the terms of this Use Agreement.
- 2.2 **No Subsurface Rights or Property Interest:** This Use Agreement does not include subsurface land rights and further does not transfer any property interest in the Premises to the City of Milwaukee.
- 2.3 For purposes of this Use Agreement "Premises" means that site which CMKEHD is herein granted the right to use by WisDOT for the term of this Use Agreement, pursuant to paragraph 2.1, above, as described and shown in **Exhibit A-Legal Description** attached hereto, except as limited by Section 2.2, above, Section 3.4.3, below, and all other terms of this Use Agreement.
- 2.4 **Term:** This Use Agreement shall be for a term of approximately seven (7) months commencing on the date agreed upon in Section 2.6 hereof and terminating at 11:59 p.m. on April 30, 2022 if not sooner terminated pursuant to the express provisions hereof (the "Initial Term")
- 2.5 **Renewal of Use Agreement:** CMKEHD may request to renew this Use Agreement for six (6) month extensions following the expiration of the Initial Term. Requests to renew shall be made in writing to the WisDOT contact listed in 2.7.1. Any Extension shall be on the same terms, conditions, and provisions set forth in this Use Agreement. It is expressly understood that renewal of this Use Agreement may not be granted if the site is needed for highway purposes.
- 2.6 **Commencement Date:** October 11, 2021.
- 2.7 **Notices:**
- 2.7.1 For emergency contacts and for notices regarding maintenance activities and other day-day operations, CMKEHD shall provide to WisDOT contact information for the individual(s) to receive notices from WisDOT should any of the individuals listed in this Use Agreement change.

Notices regarding this Use Agreement shall be addressed to:

**Christopher French**

WisDOT Real Estate Lease Coordinator  
P.O. Box 798  
141 NW Barstow St. Waukesha, WI 53187  
Email: Christopher.French@dot.wi.gov  
Phone: 262-548-6729

**CMKEHD.**

**Dr. Nicholas Tomaro**

Emergency Preparedness Environmental Health Director  
c/o City of Milwaukee Public Health Department  
841 N. Broadway, 3rd Floor Milwaukee, WI 53202  
Email: ntomar@milwaukee.gov  
Phone: (414) 336-8039

2.7.2 The parties hereto agree that each will use their best efforts to inform the other parties hereto in writing of any changes in either the name, address, email address or phone number of their respective departments/representatives to receive notices under this Use Agreement within 15 business days of any such change.

2.8 **Definitions:** The following terms have the meanings indicated as used in this Use Agreement:

2.8.1 "Agency" means WisDOT.

2.8.2 "Agreement" and "Use Agreement" mean this Use Agreement.

2.8.3 "Commencement Date" means the date identified in Section 2.6.

2.8.4 "Hazardous Material" means any material, substance, airborne or not, odor, heat, sound, vibration, or radiation, or any combination of any of them, that is regulated by environmental laws or that is described under any environmental law as deleterious, toxic, hazardous, or as a pollutant, and any analogous substance (including anything that is subsequently found to have adverse effects on the environment or the health and safety of individuals).

2.8.5 "CMKEHD" means the City of Milwaukee Public Health Department.

2.8.6 "Property" means the lands described throughout this document, subject to the limitations contained herein.

2.8.7 "Premises" is as defined in Section 2.3, above.

2.8.8 "Improvements" means any above ground conduit, water lines, paving, wheel stops, protection devices, buildings, landscaping, fencing, signs, walks, gates and such other facilities and components as may be required to control, supervise or enhance the Premises pursuant to this Use Agreement.

2.8.9 "WisDOT" means the State of Wisconsin Department of Transportation.

2.10. **Cost.** WisDOT shall not charge CMKEHD for use of the Premises according to the terms of this Use Agreement.

2.11. The CMKEHD does not assume any liability, under this Agreement, for any preexisting environmental contamination that may exist at the Premises.

### **SECTION 3: Terms of Use**

#### **3.1 Restrictions and Controls on Use:**

3.1.1 All parties to this Agreement recognize that the condition of transfer of use is "as is, where is". The building's gas meter has been removed and water has been shut off. The facility has been used over the most recent 5+ years for the dry, non-temperature-controlled storage of WisDOT equipment. Prior to that, it was a DMV emissions test site until 2012 when that testing was privatized. Groundwater and soil contamination were remediated for WDNR closure prior to WisDOT's acquisition of the premises. It was never used as or contemplated to be used as a medical facility of any kind. Air quality within the building has not been tested and cannot be assured. Accordingly, CMKEHD hereby expressly agrees to indemnify WisDOT and the State of Wisconsin from all injury claims associated with employees' daily use of the building or the public's exposure within the building to hazardous materials in the air in conjunction with the SARS COVID-19 testing and potential vaccination clinic described in this Use Agreement. To that end, air testing and mitigation measures, if necessary, shall be the responsibility of CMKEHD before it opens the building to employees and the public.

3.1.2 CMKEHD shall not, in any manner during the term of this Use Agreement, lease, sublease, assign, transfer, convey or encumber in any manner any of the permissive use granted herein from WisDOT in the Premises. This Use Agreement is personal to CMKEHD and does not grant any property interest whatsoever in the

Premises.

- 3.1.3 CMKEHD shall, during the term of this Use Agreement construct all Improvements within the Premises with written approval of WisDOT. Any Improvements except light fixtures and heating/air conditioning fixtures constructed within the Premises by CMKEHD shall be considered personal property. CMKEHD shall be responsible for coordinating and paying for heat/air conditioning, water service, electrical set up and maintenance thereof.
- 3.1.4 CMKEHD shall not store materials or supplies of any nature (other than concrete barriers), on the Premises, or on the subject Property, which are deemed by WisDOT to be a potential fire or other hazard, nor will the use of such substances be permitted. A list of all materials or supplies, if any (other than concrete barriers), to be stored by CMKEHD on the Premises shall be provided to WisDOT, and no materials or supplies shall be stored on the Premises until written approval is provided to CMKEHD by WisDOT.
- 3.1.5 The operation and maintenance of the Premises will be subject to reasonable inspection and regulation by WisDOT.
- 3.1.6 The Premises shall be used exclusively as a public space for testing people for the presence of SARS COVID-19 virus, providing vaccinations to members of the public, as well as ancillary uses thereto, including, but not limited to, temporary parking of a limited number of operable passenger vehicles. Any change in the authorized use of the Premises will require prior written approval by WisDOT.
- 3.1.7 At no time shall any vehicle parked on the Premises be used as living and/or sleeping quarters while parked on the Premises.
- 3.2 CMKEHD will preserve access for disabled veterans and/or other disabled persons as required by Wisconsin Statutes and the Americans with Disabilities Act of 1990, as applicable.
- 3.3 CMKEHD shall be responsible for the security of the Premises for the purposes of protecting its own property and compliance with all applicable WisDOT and State requirements.
- 3.4 **Maintenance:**
  - 3.4.1 CMKEHD shall at all times keep or cause to be kept in good repair any

improvements it constructs on the Property during the Initial Term or any Extensions thereto. Whenever, in the judgment of the WisDOT, such repairs have not been made and it is necessary to affect the same, WisDOT shall notify CMKEHD in writing, setting forth the nature of the repairs that are required. If the repairs so set forth are of an emergency nature, CMKEHD shall immediately undertake to make such repairs and complete the same in a time and manner satisfactory to the WisDOT. In non-emergency cases, CMKEHD shall, within thirty (30) days of receipt of the notice from the WisDOT, take the remedial action required. If a condition potentially threatening damage to the Premises or surrounding property, and/or the health or safety of anyone, arises which, in the judgment of the WisDOT is unreasonable or dangerous to the Premises or the public, then, WisDOT shall, without the consent of CMKEHD, have the right to enter in and upon the Premises and make such repairs or take such actions as WisDOT deems necessary.

- 3.4.2 CMKEHD shall, at no expense to the WisDOT, keep and maintain the Property free from rubbish, paper, cans, trash and debris, and hazardous and/or flammable materials of every description, and at all times in an orderly, clean, safe and sanitary condition. A high standard of cleanliness, aesthetic, and pleasing appearance consistent with the location is required. CMKEHD shall, at its own expense, mow and maintain grassed and landscaped areas and during the winter months CMKEHD shall at its own expense remove the snow and ice from Property walkways, drive lanes, and abutting sidewalks.
- 3.4.3 In preparation for occupancy and use CMKEHD will need to coordinate removal and storage of any bollards and/or concrete barriers to entrance and exit drive lanes. In addition, CMKEHD must provide appropriate signage designating their occupancy and use of the building and drive lanes. Signage should also be very clear that no parking by employees or visitors to the CMKEHD occupied site is allowed in the area designated as a parking area for employees of Badger Truck, the Lessee of the north portion of the parcel, fronting onto W. St. Paul Ave.
- 3.4.4 CMKEHD agrees to, at no cost to WisDOT, coordinate and provide storage of equipment and materials owned by WisDOT that are currently stored, or intended to be stored, in the building during this temporary Use Agreement. This will include site provision, the

cost of move onto the site, access by WisDOT personnel at times as agreed upon by both parties to this Use Agreement, and the cost of move back to this or an alternative site after CMKEHD's use of the premises concludes.

3.5 Upon expiration of the Term of this Use Agreement, or prior termination either by mutual agreement or pursuant to the provisions hereof, all Improvements on the Premises made by CMKEHD will become the property of WisDOT, subject to the right of WisDOT to require CMKEHD to remove part or all such physical Improvements at no cost to WisDOT.

3.6 CMKEHD shall not, and none of its agents, suppliers, shippers, customers and invitees shall bring, any Hazardous Material on to the Premises, nor permit any Hazardous Material within CMKEHD's control to exist, remain at, upon, stored, disposed of or used at the Premises in breach of any applicable laws or in a manner that would result in any liability under applicable laws against anyone or any entity, including WisDOT, its employees/agents and CMKEHD and its employees/agents.

**3.7 Agency Entry:**

In an emergency that threatens or appears to threaten substantial and immediate damage to persons or property or any part of the Premises, as reasonably determined by WisDOT, all authorized government officials, including without limitation WisDOT, by their officers, employees, agents and contractors, shall have the right to access the Premises. No notice of entry in such circumstance shall be required, but shall be provided if reasonably possible.

3.8 WisDOT, at its sole discretion, may terminate this Use Agreement under Section 5, below.

**SECTION 4: Insurance and Liability.**

**4.1 Indemnification:**

CMKEHD shall pay, indemnify and save harmless, WisDOT and their agents and employees, from all actions, claims, demands, damages, losses, attorneys fees and costs, and other reasonable expenses and costs of every kind and description by reason of injury (including death) to persons or damage to property resulting from or growing out of any act of commission or omission by CMKEHD, its agents or its employees acting within

the scope of their employment or agency pursuant to Wis. Stat. §§ 895.46(a), or its contractors or subcontractors in connection with (1) any building, construction, reconstruction, installation, development or removal work, service or operation undertaken or performed by or for CMKEHD pursuant to this Use Agreement in, or on the Premises, and/or (2) any use, occupancy or operation of the Premises; whether such suits, actions, claims, demands, damage, losses, expenses and costs are against, suffered or sustained by WisDOT or the State of Wisconsin or any of WisDOT's or the State of Wisconsin's officers, employees or agents, pursuant to this Use Agreement. See attached Exhibit B which is a letter from CMKEHD regarding City of Milwaukee self-insurance provisions.

- 4.2 Any and all property of CMKEHD which at any time may be located on the Premises shall be so located at the risk of CMKEHD.

#### **SECTION 5: Breach, and Termination:**

- 5.1 **Breach:** Unless a breach creates an emergency situation that threatens or appears to threaten substantial and immediate damage or injury to persons or property, in which case such breach shall be cured immediately, CMKEHD shall have thirty (30) days after written notice from WisDOT, subject to force majeure, to cure any breach of this Use Agreement. In the event curing such breach is reasonably anticipated to exceed thirty (30) days, then CMKEHD shall provide a schedule for completion of the work or actions necessary to cure the breach to WisDOT and shall diligently comply with that schedule until the breach is cured.
- 5.2 **Termination.** This Use Agreement may be terminated only according to the following provisions:
  - 5.2.1 This Use Agreement may be terminated by CMKEHD upon written notice of not less than two (2) months due to any occurrence that would prohibit or materially restrict or burden CMKEHD's use of the Premises as a public SARS COVID-19 testing area and its ancillary uses, including, without limitation, if any law, or amendment of an existing law, comes into force, whether federal, state or local, which prohibits CMKEHD's use of the premises as a SARS COVID-19 testing area and its ancillary uses.



- 5.2.2 WisDOT may terminate this Use Agreement for CMKEHD's failure to timely cure a breach.
- 5.2.3 Upon thirty (30) days' prior written notice to CMKEHD, WisDOT may terminate this Use Agreement in the event CMKEHD ceases to use or abandons the Premises for a continuous period of two (2) weeks.
- 5.2.4 WisDOT may terminate this Use Agreement if necessary to plan, design or construct a highway improvement project, including, without limitation, the repair, reconfiguration and/or reconstruction of I-94; as required by any other applicable state or federal law; or for convenience upon finding such termination is in the public interest (in all events in accordance with applicable law), upon at least 60 days prior written notice to CMKEHD.
- 5.3 Upon termination of this Use Agreement, CMKEHD shall, at its own cost, remove all of its personal property placed on the Premises within ninety (90) days of the last day of the Term, and restore the Premises to its pre-existing condition unless such Improvements have been agreed to in writing. Any such property that is not timely removed, or areas not timely restored by CMKEHD may be addressed by WisDOT. CMKEHD expressly authorizes the WisDOT to invoice CMKEHD for any such costs, which invoices will be promptly paid if not disputed by CMKEHD.
- 5.4 CMKEHD hereby acknowledges, understands and agrees that upon termination of this Use Agreement for any reason, CMKEHD shall not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, nor for any other similar benefits under state law, including without limitation, benefits under Chapter 32 of the Wisconsin Statutes, and Chapter ADM 92 of the Wisconsin Administrative Code.

## **SECTION 6: Miscellaneous Provisions.**

- 6.1 As a condition of this Use Agreement, CMKEHD shall comply with all applicable state and federal laws, rules and guidance, and all conditions required by any state or federal agency for approval of the construction, maintenance, funding or financing of any Improvements. Issuance of this Use Agreement shall not be construed as a waiver of

CMKEHD's obligation to comply with all codes, ordinances or regulations applicable to its use of the Premises. This Use Agreement does not obviate any other government-required right of way use agreement, including any other right of way use agreement required or entered into by WisDOT.

6.2 This Use Agreement does not convey or transfer any ownership or rights of ownership in highway rights-of-way to CMKEHD. WisDOT retains its authority regarding the sale or disposal of highway rights-of-way or any portions thereof. WisDOT retains its authority to issue subsequent permits to allow public or privately-owned utilities the right to construct, operate and maintain a utility facility over, across, upon and within the Premises. However, in issuing such subsequent permits, WisDOT shall first consult with CMKEHD and exercise its best efforts to avoid interference with CMKEHD's use of the Premises under this Use Agreement. This Use Agreement is subject to any existing utility, signage or other permits.

**6.3 Nondiscrimination:**

6.3.1 CMKEHD, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any way related to CMKEHD's use of the Premises; (2) in the construction of any improvements on or over the Premises, and the furnishing of services thereon, no person on the ground of race, color or national origin, will be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; and (3) CMKEHD will use the Premises in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and their implementing regulations, as those Acts and regulations may from time to time be amended.

6.3.2 Regarding the uses contemplated by this Use Agreement, CMKEHD agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CMKEHD agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

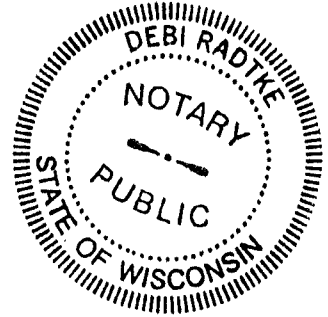
- 6.4 This Use Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.
- 6.5 This Use Agreement and its attachments contain the entire agreement of the parties and supersedes any and all prior agreements or oral understandings between the parties.
- 6.6 The invalidity or unenforceability of any provisions of this Use Agreement shall not affect the validity or enforceability of any other provision of this Use Agreement, which shall remain in full force and effect.
- 6.7 This Use Agreement may be amended only in writing, as executed by the parties hereto, ~~with approval of WisDOT, the County and the FHWA.~~
- 6.8 Each person signing this Use Agreement warrants that he/she is duly authorized to execute this document and to bind their respective State Agency, and City Government to the terms of this Use Agreement.
- 6.9 This Use Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page is left intentionally blank. The signature pages follow.]

The said parties have hereunto set their hands and seals.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: James J. Robinette Date: 10-11-21  
James J. Robinette  
Technical Services Chief, SE Region



State of Wisconsin

County of Waukesha

This instrument was acknowledged before me on 10/11/21  
by Debi Radtke as Real Estate Specialist Advanced of the Wisconsin Department of  
Transportation.

Debi Radtke  
Notary Public

My commission expires: 8/31/22

CMKEHD

By: Kirsten Johnson Date: 10.11.21

Commissioner of Health, Kirsten Johnson, pursuant to City of Milwaukee Common Council Resolution 201155

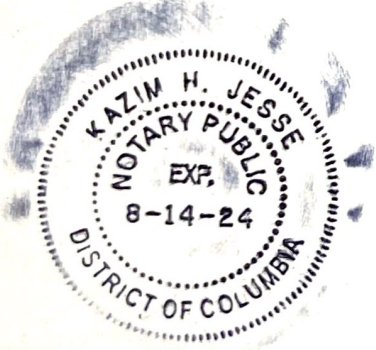
District of Columbia  
State of Wisconsin

County of Washington

This instrument was acknowledged before me on October 11<sup>th</sup>, 2021 by [NAME] Kazim H. Jesse as the [TITLE] Notary Public of ~~Run~~ PKG, Inc.

Kazim H. Jesse  
Notary Public

My commission expires: 08/14/2024



KAZIM H. JESSE  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires August 14, 2024

Exhibit A  
**LEGAL DESCRIPTION**

That part of the SW ¼ of Section 30, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee county, Wisconsin, described as follows:

Commence at the Northwest Corner of Lot 4, Block 6 in Mariner's Addition; thence N 89°48'07" W 66.25 feet along the south line of St. Paul Ave. to the point of beginning; thence southerly 49.92 feet along the arc of a curve of northeasterly convexity whose radius is 42.00 feet and whose chord bears S 33°47'09" E 47.04 feet; thence S 00°14'53" W 53.87 feet along the west line of Greves Street; thence southerly 90.42 feet along the arc of a curve of southeasterly convexity, being the northwesterly line of Greves Street, whose radius is 67.00 feet and whose chord bears S 38°54'28" W 83.71 feet; thence S 77°34'03" W 135.40 feet along the northerly line of Greves Street; thence westerly 204.03 feet along the arc of a curve of northerly convexity, being the northerly line of Greves Street; whose radius is 2941.82 feet and whose chord bears S 79°33'16" W 203.99 feet; thence S 77°34'03" W 214.73 feet along the northerly line of Greves Street; thence N 89°30'07" W 34.47 feet along the northerly line of Greves Street to the east line of 25<sup>th</sup> Street; thence N 00°29'53" E 37.00 feet along the east line of 25<sup>th</sup> Street; thence N 06°12'31" E 100.50 feet along the east line of 25<sup>th</sup> Street ; thence N 00°29'53" E 115.27 feet along the east line of 25<sup>th</sup> Street ; thence N 45°28'41" E 28.41 feet to the south line of St. Paul Ave.; thence S 89°48'07" E 571.25 feet along the south line of St. Paul Ave. to the point of beginning

This parcel contains 2.99 acres, more or less.

The bearings base for this description is the Milwaukee County Coordinate System.



Exhibit B

**TEARMAN SPENCER**

City Attorney

**KIMBERLY R. WALKER**

Special Deputy City Attorney

**ODALO J. OHIKU**

**ROBIN A. PEDERSON**

Deputy City Attorneys



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PETER J. BLOCK  
JENNY YUAN  
ALLISON N. FLANAGAN  
HEATHER H. HOUGH  
ANDREA J. FOWLER  
PATRICK J. MCCLAIN  
NAOMI E. GEHLING  
ELLENY B. CHRISTOPOULOS  
TYRONE M. ST. JUNIOR  
HANNAH R. JAHN  
JULIE P. WILSON  
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SHEILA THOBANI  
NICOLE F. LARSEN  
JAMES M. CARROLL  
WILLIAM G. DAVIDSON  
MEIGHAN M. ANGER  
ALEXANDER R. CARSON  
Assistant City Attorneys

April 23, 2021

Dr. Nick Tomaro  
Milwaukee Health Department  
841 N. Broadway, 3<sup>rd</sup> Floor  
Milwaukee, WI 53202

To Whom This May Concern:

We are sending you this letter in response to your request for proof of the City's self-insurance program.

The City of Milwaukee does not maintain a policy of insurance covering its employees or its motor vehicles. Instead, the City self-insures its employees and its vehicles against liability. Wis. Stat. §§ 893.80 and 895.46, impose upon the City the obligation to pay any judgments entered against the City, its officers or employees. Liability for damages arising out of tort actions are limited to \$50,000, Wis. Stat. § 893.80(3), except if the damage arose out of the negligent use of a motor vehicle, then the damages are limited to \$250,000. Wis. Stat. § 345.05(3). "Liability" includes damage to property as well as personal injury. The City would be liable for any property damage under the rental contract or lease. The \$50,000 limit does not apply to contract claims, such as a claim made under a rental agreement or lease. In order to meet this obligation, the City maintains a damages and claims fund and a contingent fund to pay claims and judgments. For 2021, the damages and claims fund is funded at \$1,225,000 and the contingent fund is funded at \$5,000,000. In the event the City fails to pay a judgment, the judgment amount may be collected along with next year's tax levy and paid to the judgment holder. See, Wis. Stat. § 66.0117.

Based upon the above, we believe that the City of Milwaukee has sufficient financial wherewithal to pay any claim, loss or damage that may be awarded against it.

Very truly yours,

Andrea J. Fowler  
Assistant City Attorney  
105048