



SPECIAL COMMON COUNCIL MEETING AGENDA

Friday, September 5, 2025 - 6:15 PM

- A. Call to Order & Roll Call
- B. New Business
 - 1. Discussion and decision to approve Amended and Restated August 25, 2021 Memorandum of Understanding between the City of Greenfield ("City") and the Wisconsin Department of Transportation ("State" or "WisDOT") regarding improvements at or near I-894 & SH 36. (Neitzke)
 - 2. Adopt a resolution to memorialize and approve the execution and submission of the City's participation forms for the Purdue Direct Opioid Settlement by the Mayor for the City of Greenfield (Neitzke)
- C. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances.

Second Amended and Restated Memorandum of Understanding

Between

THE CITY OF GREENFIELD

and

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

The Amended and Restated Memorandum of Understanding between the City of Greenfield (“City”) and the Wisconsin Department of Transportation (“State” or “WisDOT”) dated August 25, 2021, is hereby amended and restated in its entirety to provide as set forth below. This Second Amended and Restated Memorandum of Understanding, dated as of September 3, 2025 (the “Second Amended MOU”), is effective as of the date of the last signature hereto (the “Effective Date”), and summarizes the agreements of the parties regarding: (1) the sale, purchase and redevelopment of State property in the northeast quadrant of the I-41/43/894 and STH 36 (Loomis Road) Interchange; and (2) the construction of a new 30-50 parking space Park and Ride Lot.¹ The State and the City enter into this mutually beneficial Second Amended MOU to substantially enhance the property tax base and thus the general welfare of their citizens, as well as provide the State with a new 30-50 parking space Park and Ride Lot.

RECITALS

WHEREAS, the Memorandum of Understanding between the City of Greenfield and the Wisconsin Department of Transportation dated June 22, 2020, provided City with an option to purchase surplus Property located in City of Greenfield and required notice of its exercise to option prior to March 31, 2022.

WHEREAS, the City purchased the property outlined in green and identified as “MOU” on **Exhibit 1** and described in **Exhibit 2**, both of which are attached hereto and incorporated herein by this reference (the “Property”), which Property contains approximately 16.293 acres, and WisDOT agreed to sell that Property, with the updated and amended terms as set forth in this agreement.

¹The inclusion of the word “Lot” when referring to the Park and Ride Lot to be built by the City or the developer on the Property to be sold consistent with the terms of this Amended MOU is not intended to suggest real estate interest in the Property. Rather, that word is simply used as part of the designation of the Facility that is to be built by the City consistent with the terms of this Amended MOU.

WHEREAS, the City notified WisDOT via a letter dated May 17, 2021 that it was exercising its option to purchase the Property. That letter further indicated that the City intended to sell the land to Cobalt Partners, LLC. Cobalt Partners, LLC entered into a binding development agreement with the City to develop all of the Property covered by this Amended MOU with Cobalt Loomis, LLC (the “Developer”).

WHEREAS, the closing of the City's purchase of the Property in accordance with the terms of the first Amended MOU took place on August 31, 2021, for the full purchase price of \$2,840,000.

WHEREAS, upon the City’s exercise of the option to purchase, WisDOT caused the removal of the former Park and Ride bus ramps to and from I-894 at the southern portion of the Property and caused the configuration of northern portion of the southwest ramp that serves as the sole access point to the radio station just to the west of Property to not be fully removed and the northern portion of the western ramp which is necessary to serve as the driveway to the radio station to be removed and replaced with gravel and thereby to serve as the access point to that radio station. City’s Developer requested that the concrete from the removed bus ramps be left on the property for subsequent use by the Developer. Accordingly, WisDOT will work with Developer to locate a storage area for concrete on the Property. It is understood by all parties hereto that WisDOT will not be performing nor contracting for any crushing of the concrete removed from the former Park and Ride bus ramp to and from I-894.

WHEREAS, the City and Developer prepared an acceptable traffic study to WisDOT to ascertain the need for any improvements to STH 36 and adjoining streets, pursuant to the current version of WisDOT’s Traffic Impact Analysis Guidelines.

TERMS OF THE MOU

1. The City agrees, as part of the purchase of the Property, to retain its Developer to build a replacement Park and Ride Lot within the limits of the Development Area which Development Area is that area outlined in red on the attached **Exhibit 3** hereto. To do so, the City entered into a 50-year lease of the land underlying the intended location of the Park and Ride Lot with the Developer on August 25, 2021, which lease is recorded and is renewable for a second additional 50-year term. A copy of that lease is attached hereto as **Exhibit 4** and is incorporated herein by this reference. Said lease is amended to indicate the location for the Park and Ride Lot as agreed

to by WisDOT and the Developer. Further, the City agrees to renew that lease at the request of WisDOT, which request will be made on or before six (6) months before the end of the term of the initial 50-year lease term. Accordingly, the City and its Developer, as an integrated part of the planning of any development on the Development Area, shall cooperate with the State to find and plan the location and layout of the replacement Park and Ride Lot Site within the footprint of the Development Area. The location of that Park and Ride Lot shall be depicted on a rendering of the Development Area similar to **Exhibit 3** hereto, which document is attached to this Agreement **Exhibit 6**. The replacement Park and Ride Lot (the “Facility”) shall comply with all of the following:

- (a) The location and the complete layout of the Facility on the Development Area, including description of all stalls reserved for handicapped parking and the location of all of the remaining items set forth in this numbered paragraph 1, shall be subject to the review and shall require express written acceptance by the State prior to the commencement of any construction thereof.
- (b) The Facility shall have 30-50 parking spaces reserved exclusively for the operation of the Park and Ride Lot during the following time periods/events:
 - i.) Each weekday, Monday through Friday, from 5:30 a.m. to 6:30 p.m.;
 - ii.) During construction of the new Facility, at least 30 parking spaces shall remain open to the public in the existing Park and Ride Lot unless the location of the new Facility is in the same location as the existing Park and Ride Lot as visible in **Exhibit 1**.
- (c) The City agrees to cause the Developer to pave (either asphalt or concrete) the Facility to State Park and Ride Lot standards. The City further agrees to cause the Developer to supply and place appropriate and necessary directional and other Park and Ride related signs and to lay out and stripe the Facility for vehicle and handicapped parking, all at no cost to the State;
- (d) The Facility shall at all times have direct and easy access to West Loomis Road/STH 36, or other public street if agreed to in writing by the State, which access must be acceptable to the State;
- (e) The City shall submit to the State the following construction plans:

Construction Plan Progress	Construction plan DEADLINES to be submitted to State for review and written approval
Facility location agreed-upon by State, City and Developer	On or before June 30 th , 2023
90% construction plans	At least 2 months prior to construction.
Final construction plans	1 month thereafter (but at least 30 days prior to the commencement of construction)

- (f) The construction of the Facility shall be completed no later than three years following the date the location of the new Facility is agreed upon by the Parties, subject to reasonable extension due to weather conditions or other circumstances constituting force majeure;
- (g) WisDOT is hereby authorized to inspect the progress and quality of the improvements at any time throughout the physical construction of the Facility;
- (h) The Park and Ride Lot presently on the Property shall remain open and operational until the replacement Facility is fully constructed and operational. However, if the Park and Ride Lot presently on the Property is intended to be the location of the replacement Facility, then the Park and Ride Lot presently on the Property may be closed for up to three months due to site construction activities, which closure shall not occur during the run of the Wisconsin State Fair and shall not occur during the run of Summerfest. If such a temporary closure occurs, the City is responsible to notify park and ride users at least two weeks in advance of the closure;
- (i) All aspects of the design and layout of the Facility shall comply with the specifications set forth in the then current version of the Wisconsin Department of Transportation, Transportation District 2, Southeast Wisconsin Park and Ride Plan Facility Design Guide which is available upon request;
- (j) Upon completion of the Facility, the City shall remain responsible for snow plowing, crack filling, re-striping, trash pickup, spring clean-up, lawn mowing, stormwater facilities maintenance, lighting costs, and all other required maintenance and upkeep of said Facility as well as the street access thereto for as long as that Facility remains a State Park and Ride Lot; and
- (k) On the same day that the City enters into the long-term lease of that portion of the Property upon which the Facility is to be located, the City and WisDOT will enter into a long-term sublease relating to the State's continued use and access to the Facility, as well as the City's maintenance and upkeep of that Facility and related access. That sublease shall be for a minimum of fifty (50) years, with the option to renew that sublease for an additional fifty (50)

years at the end of the first sublease term, which sublease and renewal shall be without the State having any obligation to pay rent. A copy of that sublease is attached hereto as **Exhibit 5** and is incorporated herein by this reference. The City may enter into an agreement with the Developer of the Development Area and therein propose to assign the foregoing sublease to that Developer. However, any such assignment will require express written approval of WisDOT. In addition, notwithstanding any such assignment of that sublease, it is expressly understood that the City shall remain ultimately responsible for all maintenance and upkeep obligations of the Facility and related access thereto, as set forth herein as well as in the above referenced long-term sublease, in the event the Developer assignee defaults on any or all of those maintenance and/or upkeep obligations.

4. Miscellaneous Provisions:

- (a) If any traffic study demonstrates the need for improvements to STH 36 as a result of the proposed development, those improvements shall be paid for by the City or its Developer. The State shall not be responsible for the costs of any such improvements. Work in Right of Way permits will be issued to the City at the discretion of the WisDOT upon approval of the necessary Work in Right of Way Permit Application for those improvements to STH 36 necessitated by the planned construction of the development proposed by the Developer;
- (b) The State shall not be responsible for the costs of any improvements to the public road system associated with this Second Amended MOU;
- (c) The State has provided the City with the legal description of the Property, which legal description is attached hereto as **Exhibit 2**; and
- (d) Further, it is understood that WisDOT intends to leave the storm sewer presently existing on the Property in place without easements to allow the Developer to have maximum flexibility once a design alternative is determined. The City shall require its Developer to provide WisDOT with all plans which impact that storm sewer for WisDOT's review. Further, the City shall require that its Developer not make any alteration to the storm sewer which would materially impede the flow of water away from the inlets remaining within the Right of Way of Interstate 41, 43 and 894.
- (e) If at some point in the future WisDOT determines that the need for the Park and Ride Lot which is the subject of this 2nd Amended MOU ceases to provide value to WisDOT and the traveling public at large, WisDOT, in its sole discretion, after consultation with the City, may terminate

the use or reduce the size of that Park and Ride Lot. In that event, the parties agree to appropriately modify the area being subleased from the City or terminate the sublease of the Facility with the City based on WisDOT decision regarding the Facility,² as well as appropriately modify the area being leased by City or terminate the lease between Developer and the City relating to the Facility.³

5. This Second Amended MOU and the related Leases (**Exhibits 4 and 5** hereto) are to be recorded as an attachment to and a restriction on the deed transferring the Property under this Second Amended MOU, which Amended and Restated MOU and related Leases shall run with the land. Further, should the obligations relating to the maintenance of the Facility as well as the street access thereto set forth herein and in the attached related Sublease not be fulfilled, WisDOT may provide written notice of the deficient maintenance to the City and its assignee, if any. If the City or its assignee does not rectify the deficient maintenance within sixty (60) days after the date of that notice, WisDOT may have the required maintenance performed and recover the reasonable and necessary cost of that maintenance by offsetting those costs against the amount owed to the City in General Transportation Aids or other amounts owed by the State of Wisconsin to the City.

6. This Second Amended MOU represents the entire and integrated agreement between the City and WisDOT, and supersedes all prior negotiations, representations, or agreements, either written or oral.

7. Authorization to Execute this Agreement.

(a) Roberto Gutierrez, Director of the Southeast Region of the Wisconsin Department of Transportation, by executing this Second Amended MOU, hereby avers that he is duly authorized to sign this Second Amended MOU on behalf of the Wisconsin Department of Transportation and to bind the Wisconsin Department of Transportation to all of Wisconsin Department of Transportation's obligations and agreements set forth herein.

(b) Michael J. Neitzke, Mayor of the City of Greenfield in Milwaukee County Wisconsin, by executing this Second Amended MOU, hereby avers that he is duly authorized to sign this Second Amended MOU on behalf of the City of Greenfield and to bind the City of Greenfield to all of the City of Greenfield's obligations and agreements set forth herein.

² The form Sublease is attached hereto as Exhibit 5.

³ The form lease is attached hereto as Exhibit 4.

Dated this 3rd day of September, 2025

WISCONSIN DEPARTMENT OF
TRANSPORTATION

By: 
  SIGN 
 Roberto Gutierrez,
 Director, Southeast Region
 Wisconsin Department of Transportation
 Waukesha, Wisconsin

Dated this ____ day of _____, 2025

CITY OF GREENFIELD

By: _____
 Michael J. Neitzke
 Mayor, City of Greenfield
 Milwaukee County, Wisconsin

Contract Approval

 City Attorney Date

 Comptroller Date

 City Clerk Date

 Mayor Date

 Common Counsel Date

EXHIBIT 1:



EXHIBIT 2:

That part of the Southwest1/4 of Section 24, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, described as follows:

Commencing at the southeast corner of said Southwest1/4; thence N 00°52'26" E 1323.28 feet along the east line of said Southwest1/4; thence N 89°55'49" W 1102.71 feet to the northwest corner of Parcel 3 of Certified Survey Map No. 2602 (CSM) and the point of beginning; thence N 06°29'25" W 845.68 feet along the westerly line of Southgate Manor Addition No. 1 to the southerly line of Coldspring Woods; thence continue N 06°29'25" W 107.60 feet along the westerly line of Lot 8 of Coldspring Woods; thence N 45°46'00" W 253.84 feet along the westerly lines of said Lot 8 and 9 to the intended southeasterly line of West Loomis Road (S.T.H. 36); thence S 43°12'21" W 125.95 feet along said southeasterly line to the east line of Parcel 2 of CSM No. 7221; thence S 01°02'13" W 280.56 feet along said east line of Parcel 2; thence S 02°27'04" W 407.06 feet along the east lines of Parcels 1 and 2 of CSM No. 7221; thence S 26°13'14" W 333.98 feet to a point on the east line of CSM No. 7583; thence S 32°36'02" W 153.55 along the east line of CSM 7583 and its extension; thence S 49°39'33" W 126.95 feet to the northeast corner of the land described in recorded Document No. 10948493; thence S 42°24'31" W 148.42 feet along the easterly line of said land; thence S 44°44'44" W 197.31 feet along said land; thence N 85°09'15" E 1339.11 feet to the southerly most point of CSM No. 2602; thence N 57°30'54" W 190.40 feet along the southwesterly line of said CSM No. 2602; thence N 46°19'39" W 290.00 feet to the point of beginning;

The grantor, the Wisconsin Department of Transportation, reserves to itself all existing, future or potential rights of ingress or egress between the highway currently designated as I-41/43/894 including its ramps and appurtenances and the lands conveyed herein. There shall be no right, nor shall any rights accrue, to apply for a permit or construct any entrance between the property conveyed herein and the highway currently designated as I-41/43/894, including its ramps and appurtenances.

This parcel contains 16.293 acres, more or less.

EXHIBIT 3:



EXHIBIT 4
WIS 36 / WEST LOOMIS ROAD
PARK AND RIDE LEASE AGREEMENT
between
COBALT LOOMIS, LLC
and
CITY OF GREENFIELD

This Lease Agreement is made and entered into this _____ day of _____, 2025, by and between COBALT LOOMIS, LLC (“Developer”) and the City of Greenfield (“City”).

WHEREAS, the Developer has agreed to construct a replacement Park and Ride Lot on land owned by Developer on behalf of the Wisconsin Department of Transportation in fulfillment of City’s Agreement with the Wisconsin Department of Transportation by which the underlying property was conveyed to Developer; and

WHEREAS, the Wisconsin Department of Transportation intends to operate a Park and Ride Lot on that land presently owned by Developer at the location set forth in Exhibit A hereto as more fully described and subject to the terms set forth below; and

WHEREAS, the parties hereto wish to enter into this long-term lease of the property described in Exhibit A hereto which will thereafter be subleased to the Wisconsin Department of Transportation for the purpose of operating that Park and Ride Lot Site:

NOW THEREFORE, Developer and the City agree as follows:

1. The **Lessor** is the Cobalt Loomis, LLC (hereinafter, “Lessor” or “Developer”).
2. The **Lessee** is the City of Greenfield (hereinafter “Lessee” or “City”).
3. **Lessor** hereby grants to the **City** and the **City** hereby receives from **Lessor**, for the Term of this Lease, that portion of the property which is to be the site for the Park and Ride Lot and as described in Exhibit A – Legal Description, which is attached hereto and incorporated herein by this reference, for any purpose consistent with the operation of a Park and Ride Lot and;
4. **Leased Facility:** The Leased Facility means those certain lands described and shown in the attached Exhibit A—Legal Description as well as all improvements of the Park and Ride Lot constructed thereon.
5. **Use of Leased Facility:** It is expressly understood that Lessor shall, at its sole cost, construct or cause to have constructed on the Leased Premises, described in Exhibit A, a Park and Ride Lot which complies with all of the requirements of the Second Amended MOU dated September 3rd, 2025 between the City of Greenfield and the Wisconsin

Department of Transportation including, without limitation, paragraph 3 and subparagraphs 3(a) through (k), a copy of which 2nd Amended MOU is attached hereto as Exhibit A and incorporated herein by this reference, as well as all of the applicable specifications set forth in the Wisconsin Department of Transportation, Transportation District 2, Southeast Wisconsin Park and Ride Plan Facility Design Guide, and to thereafter lease to Lessee and consent to the subleasing of that Park and Ride Lot to the Wisconsin Department of Transportation (the “Department”). Further, it is understood that the Department shall be allowed to enter into agreements with Milwaukee County and any other public or private entity to operate transportation services to and from the Leased Facility, and to operate their transit facilities and services without limitation.

5. **Initial Term:** The initial term of this Lease Agreement shall be 50 years beginning on _____, 202X and ending on _____ 207X.
6. **Renewal Term:** This Lease Agreement may be renewed at the option of the Lessee for an additional 50 year term. Lessee shall give Lessor notice in writing at least six calendar months before the end of the initial term of Lessee’s intent to renew this lease.
8. **Assignability of Leased Facility:** The City in its sublease to the Department shall not allow the Department to assign that sublease, whether voluntarily or by operation of law, nor sublet any portion of the Leased Facility without prior written consent of the City.
9. **Rental Fee:** This Lease shall be rent free for both the Initial Term and all subsequent Renewal Terms of this lease.
10. **Costs:** No costs shall be charged or assigned to Park and Ride users.
11. **Exclusive Use During Work Days and Regional Events:** The Facility shall have at least 30 parking spaces reserved exclusively for the operation of the Park and Ride during the following time periods/events:
 - (i) each day, Monday through Friday, from 5:30 a.m. to 6:30 p.m.;
12. **Consideration for this Lease:** The consideration provided by the City/Lessee to the Developer is the City’s grant to the Developer of the option to buy the underlying property described in the Second Amended Memorandum of Understanding between the City and The Wisconsin Department of Transportation dated as of September 3rd, 2025 (hereinafter referred to as the “Second Amended MOU”). An executed copy of that Second Amended MOU is attached hereto as Exhibit B, and all of its terms are

incorporated herein by this reference. Developer expressly agrees to abide by the terms of the Second Amended MOU and to be responsible for the City's obligations thereunder.

13. Lessor is Responsible for Maintenance of Leased Premises and City may Assess

Costs: The Lessor shall be responsible for snow plowing/removal of the paved surfaces and abutting sidewalks of the Leased Facility, and shall also maintain in good repair the Leased Facility, including, without limitation, crack filling, re-striping, trash pickup, spring clean-up, lawn mowing, storm water facilities maintenance, lighting costs and all other required maintenance and upkeep of said Leased Facility as well as the street access thereto for as long as that Leased Facility remains a Park and Ride Lot, and shall maintain the Leased Premises in an orderly, clean, safe and sanitary condition. Further, should the obligations relating to the maintenance of the Facility as well as the street access thereto set forth herein and in the attached related Amended MOU not be fulfilled, Lessor acknowledges that the Department or the City may provide written notice of the deficient maintenance to Lessor. If Lessor does not rectify the deficient maintenance within 60 days after the date of that notice, the Department or the City may have the required maintenance performed and assess the reasonable and necessary cost of that maintenance against the Property as special charges pursuant to Wis. Stat. sec. 66.0627.

14. Authorization to Execute this Lease Agreement:

(i) Scott Yauck, sole member and manager of Cobalt Partners, LLC, manager of Cobalt Loomis, LLC, hereby avers that he is duly authorized to sign this Lease Agreement on behalf of the COBALT LOOMIS, LLC and to bind COBALT LOOMIS, LLC to all of COBALT LOOMIS, LLC's obligations and agreements set forth herein.

(ii) Michael J. Neitzke, Mayor of the City of Greenfield in Milwaukee County Wisconsin, by executing this Lease Agreement, hereby avers that he is duly authorized to sign this Lease Agreement on behalf of the City of Greenfield and to bind the City of Greenfield to all of the City of Greenfield's obligations and agreements set forth herein.

Dated this day of, _____

COBALT LOOMIS, LLC

By _____

Dated this day of, _____

CITY OF GREENFIELD

By: _____
Michael J. Neitzke
Mayor, City of Greenfield
Milwaukee County, Wisconsin

Contract Approval

City Attorney _____ Date _____

Comptroller
Date

City Clerk _____ Date _____

Mayor _____ Date _____

Common Counsel _____ Date _____

EXHIBIT 5

Sublease agreement between the City and WisDOT

WIS 36 / WEST LOOMIS ROAD
PARK AND RIDE SUBLEASE AGREEMENT
between
CITY OF GREENFIELD
and
WISCONSIN DEPARTMENT OF TRANSPORTATION

This Sublease Agreement is made and entered into this 3rd day of September 2025, by and between the City of Greenfield and the Wisconsin Department of Transportation.

WHEREAS, the City has caused or will cause to be constructed a replacement Park and Ride Lot on land leased by the City of Greenfield from Cobalt Loomis, LLC (“Developer”) for use and operation by the Wisconsin Department of Transportation; and

WHEREAS, the Wisconsin Department of Transportation intends to operate a Park and Ride Lot on that land presently leased by City of Greenfield at the location set forth in Exhibit A hereto, subject to the terms below; and

WHEREAS, the parties hereto wish to enter into this long-term sublease for the Wisconsin Department of Transportation’s operation of that Park and Ride Lot:

NOW THEREFORE, the City and the Department agree as follows:

1. The Sublessor is the City of Greenfield (“Sublessor” or “City”).
2. The Sublessee is the Wisconsin Department of Transportation (“Sublessee” or “Department”).
3. Sublessor hereby grants to the Department and the Department hereby receives from Sublessor, for the Term of this Lease, the Park and Ride Lot described in Exhibit A – Legal Description, which is attached hereto and incorporated herein by this reference, for any purpose consistent with the operation of a Park and Ride Lot;
4. **Subleased Facility:** Means those certain lands described and shown in the attached Exhibit A—Legal Description as well as all improvements of the Park and Ride Lot constructed thereon.
5. **Use of Subleased Facility:** Sublessor expressly authorizes the Department to enter into agreements with Milwaukee County and any other public or private entity to operate transportation services to and from the subleased Facility, and to operate their transit facilities and services without limitation.

6. **Initial Term:** The initial term of this Sublease Agreement shall be 50 years beginning August 31, 2021, and end on August 30, 2071.
7. **Renewal Term:** This Lease Agreement may be renewed at the option of the Lessee for an additional 50 year term. Lessee shall give Lessor notice in writing at least one (1) year before the end of the initial term of Lessee's intent to renew this lease.
8. **Assignability of Subleased Facility:** The Department/Lessee shall not assign this agreement, whether voluntarily or by operation of law, nor sublet any portion of the Subleased Facility without prior written consent of the City.
9. **Rental Fee:** This Sublease shall be rent free for both the Initial Term and all subsequent Renewal Terms of this lease.
10. **Costs:** No costs shall be assigned to or charged to Park and Ride users.
11. **Exclusive Use during Regional Events:** The Subleased Facility shall have at least 30 parking spaces reserved exclusively for the operation of the Park and Ride during the following time periods/events:
 - a) each day, Monday through Friday, from 5:30 a.m. to 6:30 p.m.;
12. **Consideration for this Lease:** The consideration provided by the Department to the City is the Department's grant to the City of an option to buy the underlying property described in the Second Amended and Restated Memorandum of Understanding between the City and the Department dated as of August 31, 2021 (hereinafter referred to as the "Second Amended MOU"). A copy of that Second Amended MOU is attached hereto as Exhibit B, and all of its terms are incorporated herein by this reference.
13. **Sublessor Responsible for Maintenance of Leased Premises:** Sublessor shall remain responsible for snow plowing and removal of snow from the paved surfaces and abutting sidewalks of the Leased Facility, as well as maintain in good repair the Leased Facility, including, without limitation, crack filling, re-striping, trash pickup, spring clean-up, lawn mowing, storm water facilities maintenance, lighting costs and all other required maintenance and upkeep of said Leased Facility as well as the street access thereto for as long as that Leased Facility remains a Park and Ride Lot, and shall further maintain the Leased Premises in an orderly, clean, safe and sanitary condition. Further, should the obligations relating to the maintenance of the Facility as well as the street access thereto set forth herein and in the attached related Second Amended MOU not be fulfilled, the Department may provide written notice of the deficient maintenance to Sublessor. If Sublessor does not rectify the deficient maintenance within 30 days after the date of that notice, the Department or the City may have the required maintenance performed and recover the reasonable and necessary cost of that maintenance by offsetting those costs against the amount owed to the City in General Transportation Aids or other amounts owed by the State of Wisconsin to the City.

14. Sublessor Assignment of Lease: Sublessor may assign its interests in the underlying Lease and this Sublease to Developer. However, any such assignment will require express written approval of WisDOT. In addition, notwithstanding any such assignment, in the event any such assignee defaults on any or all of the maintenance and/or upkeep obligations of the Leased Premises and/or the related access thereto, it is expressly understood that the City remains ultimately responsible for all maintenance and upkeep obligations of the Leased Facility and the related access thereto. Accordingly, the City agrees that it shall promptly remedy any maintenance and upkeep issues following notice from WisDOT of any such issues. Further, any such assignment shall expressly provide that the City shall remain ultimately responsible for all maintenance and upkeep obligations of the Leased Facility in the event any such assignee defaults on any of those maintenance and/or upkeep obligations of the Leased Premises and related access thereto.

15. Authorization to Execute this Sublease Agreement:

- (i) Roberto Gutierrez, Director of the Southeast Region of the Wisconsin Department of Transportation, by executing this Sublease Agreement, hereby avers that he is duly authorized to sign this Sublease Agreement on behalf of the Wisconsin Department of Transportation and to bind the Wisconsin Department of Transportation to all of Wisconsin Department of Transportation's obligations and agreements set forth herein.
- (ii) Michael J. Neitzke, Mayor of the City of Greenfield in Milwaukee County Wisconsin, by executing this Sublease Agreement, hereby avers that he is duly authorized to sign this Sublease Agreement on behalf of the City of Greenfield and to bind the City of Greenfield to all of the City of Greenfield's obligations and agreements set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

Dated this 3rd day of September, 2025

WISCONSIN DEPARTMENT OF
TRANSPORTATION

By: 
 4KPWRZ33-4KKLQWV8
Roberto Gutierrez
Director, Southeast Region
Wisconsin Department of Transportation
Waukesha, Wisconsin

Dated this ____ day of, _____

CITY OF GREENFIELD

By: _____
Michael J. Neitzke
Mayor, City of Greenfield
Milwaukee County, Wisconsin

Contract Approval

City Attorney Date

Comptroller Date

City Clerk Date

Mayor Date

Common Counsel Date

Location of Park and Ride



RESOLUTION NO. _____

**RESOLUTION TO MEMORIALIZE AND APPROVE THE EXECUTION AND
SUBMISSION OF THE CITY’S PARTICIPATION FORMS FOR THE PURDUE
DIRECT OPIOID SETTLEMENT BY THE MAYOR FOR THE
CITY OF GREENFIELD.**

WHEREAS, the City decided on or about November of 2019 to remain in the negotiation class of *In re: National Prescription Opiate Litigation*, Case No. 17-md-2804, multidistrict litigation against opioid manufacturers, distributors, and retailers before Judge Dan A. Polster in the District Court for the Northern District of Ohio;

WHEREAS, consistent with the City’s decision to remain in the negotiation class, it was recommended by Opioid Litigation Consortium Counsel to also submit a claim in July of 2020 in the Purdue Pharma Bankruptcy, which was occurring in the United States Bankruptcy Court, Southern District of New York;

WHEREAS, between 2021 and present, the City has acted on the submission of several documents related to the Purdue Bankruptcy; and

WHEREAS, in June of 2024, the Supreme Court of the United States handed down a decision in *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204 (2024). The court held that Sackler family, the owners of Purdue Pharma, L.P., were unable to shield themselves from liability through the third party, non-debtor releases contained in the Chapter 11 bankruptcy plan for the company that was previously approved by the parties; and

WHEREAS, the Court’s ruling in *Harrington v. Purdue Pharma* required a change in the structure of the bankruptcy settlement that was already negotiated and approved in the Purdue Pharma Bankruptcy; and

WHEREAS, the Purdue Settlement was renegotiated in light of the *Harrington* decision to restructure the Sackler’s involvement in the settlement and the terms of their contribution of certain funds to the settlement (the “Purdue Direct” Settlement); and

WHEREAS, participating class members, like the City, must act on and submit a Participation Agreement for the Purdue Direct Settlement by September 30, 2025; and

WHEREAS, on August 25, 2025, the Mayor executed and submitted a required participation form that notified the settlement administrator that the City will be participating in the Purdue Direct Settlement.

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council hereby memorializes and fully approves the signature of the Mayor on the Purdue Direct Settlement participation forms and the submission of said forms on August 25, 2025; and

BE IT FURTHER RESOLVED THAT City staff are authorized to take such future actions consistent with this approval by the Common Council.

Adopted by the Common Council for the City of Greenfield, on September ____, 2025.

CITY OF GREENFIELD

By: _____
Michael J. Neitzke, Mayor

Attest: _____
Jennifer Goergen, City Clerk