MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONONA
AND
THE FRIENDS OF SAN DAMIANO, INC.

WHEREAS, the City of Monona (the "**City**") is the owner of approximately 9.8 acres of land, with improvements thereon, located in the City at 4123 Monona Drive (the "**Property**"). The Property is currently known as "San Damiano" and is utilized by the City for public recreation purposes; and

WHEREAS, the Friends of San Damiano, Inc. ("**FOSD**"), is a 501(c)3 corporation created and existing to encourage and support the acquisition of the Property by the City, to assist the City in the facilitation of a fundraising campaign to help defray the City's cost of property acquisition and maintenance, to generate the philanthropic capital necessary to develop the Property as an asset for all to enjoy, to provide input to the City on the future uses of the Property, and to provide options to the City on the management and maintenance of the Property; and

WHEREAS, Dane County ("**Dane County**") and the Wisconsin Department of National Resources (the "**DNR**") contributed funds toward the purchase of the Property, and the City is party to certain Easements and Restrictions in favor of those entities and requiring the Property to be utilized in a manner consistent with other public parks in the City of Monona or Dane County; and

WHEREAS, FOSD and the City previously entered into a Memorandum of Understanding (the "**First MOU**") pursuant to which FOSD raised private funds to be used to retain a qualified consultant to facilitate the development of a Master Plan for the future use and development of the Property; and

WHEREAS, the Mayor appointed a San Damiano Project Steering Committee, approved by the City Council and made up of representatives of the City and FOSD to oversee the development of a Master Plan for the Property. The committee selected MSA Professional Services, Inc and Quinn Evans to prepare a plan for the preservation and development of the property. They initiated a public input gathering process involving over 6,000 individuals, and completed the San Damiano Master Plan; and

WHEREAS, the plan, entitled "San Damiano Master Plan" (the "**Master Plan**") was presented to the City and FOSD, and adopted by the Monona City Council on March 18, 2024; and

WHEREAS, the parties desire to continue a public/private relationship for the management, maintenance, and future development of the Property consistent with the approved Master Plan; and

WHEREAS, the Master Plan envisions that the City will continue to own the Property with the intention to partner with FOSD to assist the City in the fundraising, maintenance, programming, operation, and development of the Property; and

WHEREAS, the parties believe that in order to successfully implement the Master Plan for the Property and take advantage of private resources the City does not have the capacity to secure, a successful public private relationship between the City and FOSD requires clear authorities, responsibilities, and processes for ongoing cooperation and collaboration; and

WHEREAS, the City and FOSD have discussed the nature and extent of their relationship in this regard and desire to enter into this Second Memorandum of Understanding to define a public private relationship between the City and FOSD, including the roles and responsibilities to further the management, maintenance, and future development of the Property.

NOW, THEREFORE, the City and FOSD enter into this Memorandum of Understanding as follows:

1. NATURE OF RELATIONSHIP. The Master Plan refers to the parties entering into a public/private relationship concerning the Property. To that end, the parties intend to work collaboratively and in good faith with respect to all matters concerning fundraising, operation, programming, maintenance, and development of the Property. While the Master Plan refers to a public-private partnership, the parties do not intend to create any co-partnership, principal and agent, joint venture or other similar relationship between the parties, and no party may incur obligations, debts or liabilities in the name, or on behalf, of the other unless expressly approved by the other party. Notwithstanding the above, the parties do intend to provide FOSD with sufficient independence to allow it to make commitments to donors as part of its fundraising campaign for the benefit of the Property, provided such commitments do not incur cost or obligation to the City, are consistent with the Master Plan and do not involve permanent changes to the Property not included in the Master Plan.

FOSD acknowledges the City is a municipal entity with certain legal obligations to oversee public property and that the Property is a public land purchased and maintained with public funds. Accordingly, in order to ensure FOSD possesses sufficient authority in furtherance of its purpose, and allow the City to retain oversight and control of the Property consistent with its legal obligations, the parties intend that FOSD will provide certain plans and reports to the City on an annual basis for consideration and approval by the City. FOSD would then possess the ability to operate independently in a manner consistent with the plans and reports approved by the City and the adopted Master Plan.

Both FOSD and the CITY currently contemplate that earned revenue, programming, operational, maintenance, and future development activities on the Property may necessitate future agreements between FOSD and the City that could result in a long-term Master Lease agreement. Any such agreements are subject to approval by the City Council in its legislative discretion.

This MOU contemplates the need for City approval on a variety of matters. The approval authority for the City shall be the City Administrator, or their designee, as to all administrative decisions. Decisions relating to city policy or contractual matters shall be decided by the City Common Council.

2. FUNDRAISING CAMPAIGN. FOSD intends to undertake a multi-year fundraising campaign to provide funds for the preservation, operation, maintenance, and future development of the Property. The San Damiano Master Plan outlines five phases of improvements with total cost range between $10 - $14 million dollars. A final capital campaign goal will be set based on final costs estimates for improvements, ongoing maintenance and operating cost assumptions including potential endowment funds, and the costs required to support the capital campaign.

a. FOSD will provide the City with capital fundraising plan no later than November 1st of each year. The plan will summarize the amounts raised in the prior 12 months, the commitments

made to donors by FOSD during the prior 12 months, strategies and actions anticipated in the succeeding 12 months, and donor commitments FOSD would be authorized to make during the succeeding 12 months beyond those previously approved by the City or consistent with the Master Plan. The City will approve or disapprove of the plan within 45 days after receipt of same. In the event the City disapproves of the plan, the City and FOSD will work in good faith to resolve any dispute so that a plan may be approved consistent with the goals and objectives of each party. FOSD will take no action concerning such plans until approved by the City unless authorized by the City Administrator.

b. FOSD will develop, with input and approval from the City, a charitable naming and recognition plan setting forth terms, conditions, and authority, for the naming and recognition of donors in support of the Property.

c. FOSD commits to raising private funds to operate, maintain, and develop the Property in accordance with the Master Plan.

d. FOSD will work to secure gifts from individuals, foundations, corporations, and other organizations and public agencies to advance its mission.

e. FOSD will be authorized to make commitments to donors without further authorization from the City provided such commitments are consistent with those authorized in the approved annual capital fundraising plan or the Master Plan.

f. The City will reasonably support FOSD with the pursuit of public funding sources that do not create an additional tax burden for the residents of Monona. This could be as the applicant or in a supporting role.

g. Private donor information is not public information, and FOSD will maintain all necessary confidentiality with respect to private donor information. FOSD will reasonably cooperate with the City to fulfill all document requests pertaining to matters which are the subject of this MOU which are subject to the Wisconsin Public Records Law (sec. 19.21, et seq., Wis. Stats.).

3. REVENUE GENERATING ACTIVITIES.

a. FOSD and the City will cooperate in good faith to develop policies and procedures governing revenue generating activities on the Property with the objectives of covering maintenance costs, debt service costs, and redevelopment and rehabilitation costs. Programming revenues should enable and support the sustainability of FOSD and the Property while promoting public use of the Property. In the event of a dispute between FOSD and the City with regard to such policies or procedures, FOSD agrees that the final determination of the appropriate policy or procedure will be made by the City.

b. The parties will negotiate in good faith terms under which they will enter into an agreement setting forth the terms and conditions under which FOSD may conduct revenue generating activities on the Property, which shall include but not be limited to provisions concerning the conducting of such activities, insurance, indemnification, and

the responsibilities of each party. FOSD will not conduct any such activities on the Property until such an agreement has been executed by the City and FOSD, unless authorized by the City Administrator.

c. FOSD will provide the City with an annual revenue generating activity plan no later than November 1st of each year. The plan will summarize the activities conducted on the Property and amounts raised therefrom in the prior 12 months, the activities FOSD intends to conduct during the succeeding 12 months and any expenditures or obligations FOSD requests of the City for such activities. The City will approve or disapprove of the plan within 45 days after receipt of same. In the event the City disapproves of the plan, the City and FOSD will work in good faith to resolve any dispute so that a plan may be approved consistent with the goals and objectives of each party. FOSD will take no action concerning such plans until approved by the City unless authorized by the City Administrator.

d. FOSD will be authorized to undertake revenue generating activities without further authorization from the City provided such activities are consistent with those authorized in the approved revenue generating activity plan. Activities other than those in such approved plan may be authorized by the city administrator.

e. The City will support FOSD in applying for a liquor license as needed for approved activities at the Property, with the understanding any such license shall be reviewed by the City in accordance with applicable law and its regular procedures. This MOU does not guarantee FOSD any such license as each application will need to be objectively reviewed on its own merits.

f. FOSD shall provide a formal year-end financial statement to the City prior to March 1st of each year, and present an overview of the financial statement and annual report in person to the City Council at their first regularly scheduled meeting in March of each year.

4. PROGRAMMING ACTIVITIES.

a. The parties will negotiate in good faith terms under which they will enter into an agreement setting forth the terms and conditions under which FOSD may conduct programming activities on the Property, which shall include but not be limited to provisions concerning the conducting of such activities, insurance, indemnification, the responsibilities of each party, and compliance with City's event permit process and policy. FOSD will not conduct any such activities on the Property until such an agreement has been executed by the City and FOSD, unless authorized by the City Administrator.

b. FOSD will provide the City with an annual programming activity plan no later than November 1st of each year. The plan will summarize the programming conducted on the Property in the prior 12 months, the programming FOSD intends to conduct during the succeeding 12 months and any expenditures or obligations FOSD requests of the City for such activities, and any partnerships or relationships with other organizations FOSD intends to enter into within the succeeding 12 months concerning the

Property. The City will approve or disapprove of the plan within 45 days after receipt of same. In the event the City disapproves of the plan, the City and FOSD will work in good faith to resolve any dispute so that a plan may be approved consistent with the goals and objectives of each party. FOSD will take no action concerning such plans until approved by the City unless authorized by the City Administrator.

c. FOSD will be authorized to undertake programming activities without further authorization from the City provided such activities are consistent with those authorized in the approved programming activity agreement and plan. Activities other than those in such approved plan may be authorized by the city administrator.

d. FOSD may use the Frank Allis House for programmed activities without specific approval from the City provided all of the following apply:

i. The activities directly support the mission of FOSD and the Property;

ii. No more than 49 people shall be allowed within the inside of the building at any one time, or such other number of people as required or permitted by applicable law or regulation;

iii. All activities shall occur only on the first floor of the building;

iv. Water shall not be utilized during any periods between October 15 and March 15, unless expressly authorized by the City in writing;

v. FOSD shall ensure, and be solely responsible for ensuring, all such activities fully comply with all applicable laws and regulations; including but not limited to noise ordinances, building codes, fire codes, and occupancy codes.

vi. The City will continue to provide general structure insurance for the Frank Allis House as determined in the discretion of the City.

vii. FOSD shall carry at its sole expense insurance covering the building against all forms of loss relating to the its programming and other activities and uses and liability coverage, all in a form and coverage limits approved by the City and naming the City as an additional insured. FOSD shall provide to the City with a certificate of insurance, in a form reasonably acceptable to the City, at least 48 hours prior to any activity;

viii. FOSD shall promptly comply with all reasonable conditions and directives of the City Police Department, Fire Department, Public Works Department, and Park & Recreation Department. Representatives in authority of any such departments may order the activity to immediately cease if determined by such representative to be necessary for public welfare or safety.

ix. FOSD may enter into partnerships or relationships with other

organizations that advance its mission to provide interpretive, educational, and recreational programming without further authorization from the City provided such partnerships or relationships are consistent with those authorized in the approved programming activity plan. Any such partnership or relationship other than in such approved plan which involves access or use of the Property, or which could potentially impact City operations or expenditures, may be authorized by the City Administrator.

x. The City will share FOSD produced media for programming through its communication channels including the newsletter, news flash feature on the website, the website calendar, WVMO, and appropriate social media, as determined appropriate by the City in its sole discretion.

5. MAINTENANCE OF THE PROPERTY.

a. The parties will negotiate in good faith terms under which they will enter into an agreement setting forth the terms and conditions under which FOSD will maintain the Property, which shall include but not be limited to provisions concerning the conducting of such activities, insurance, indemnification, and the responsibilities of each party. FOSD will not conduct any such activities on the Property until such an agreement has been executed by the City and FOSD, unless authorized by the City Administrator.

b. Landscape and Buildings. FOSD will maintain the Property, including all other improvements, and public facilities of whatsoever kind and nature which are now and which may later become a part of the Property, in as good or better a condition as the same were at the beginning of this MOU, reasonable wear and tear excepted in accordance with the maintenance agreement.

c. FOSD will reimburse the City, within 30 days after receipt of an invoice, for expenses incurred by the City for maintenance of the Property, including mowing, plowing, tree care and lawn restoration; or in the alternative, will contract with qualified, insured contractors to provide those services. FOSD will provide portable restroom facilities for the general public during all events held on the Property. The City will bill FOSD accurately and promptly for services rendered.

d. Unless FOSD retains a private contractor, the City will plow the snow from the driveway and parking lot at such times and manner as it plows other comparable City streets, and the City may mow the grounds at such times and manner as it mows other comparable City parks. If the City plows and mows as provided herein, the City will invoice FOSD for the actual cost and FOSD will pay that cost within 30 days after receipt of an invoice.

e. The City will facilitate any required inspections of the private onsite well and eventually intends to close and abandon the well in the near future. The City and FOSD will work together to determine a plan for financing the costs associated with the maintenance and closing of the well, but the City shall be under no obligation to close the well.

f. FOSD will ensure that the Frank Allis House is adequately winterized (e.g. pipes, windows, etc.) no later than December 1st each year, and that there is adequate ventilation and heating of the Frank Allis House during winter months including

potentially renting and installing a portable boiler system before the end of each calendar year.

g. FOSD will not undertake any activities that add, improve, or substantially make changes to the Frank Allis House or the grounds beyond restoration to the current basic functional conditions without ensuring said improvements are compliant with all applicable building, zoning and safety codes and have prior authorization from the City Administrator. Any proposed activities or improvements that require permits will not be undertaken unless and until all required permits are applied for and obtained.

6. OPERATIONS CONCERNING THE PROPERTY.

a. The parties will negotiate in good faith terms under which they will enter into an agreement setting forth the terms and conditions under which FOSD may conduct operational activities on the Property, which shall include but not be limited to provisions concerning the conducting of such activities, insurance, indemnification, and the responsibilities of each party. FOSD will not conduct any such activities on the Property until such an agreement has been executed by the City and FOSD, unless authorized by the City Administrator.

b. FOSD will provide the City with an annual operational plan no later than November 1st of each year. The plan will set forth the specific day-to-day operation of the Property and amount and source of funding of any operational costs, including but not limited to electric, gas, water, sewer utility operations and associated bills, HVAC, refuse and recycling, and access restrictions to the Frank Allis House. The City will approve or disapprove of the plan within 45 days after receipt of same. In the event the City disapproves of the plan, the City and FOSD will work in good faith to resolve any dispute so that a plan may be approved consistent with the goals and objectives of each party. FOSD will take no action concerning such plans until approved by the City unless authorized by the City Administrator.

c. FOSD will undertake and be responsible for the operations set forth in the approved operational plan, or as otherwise agreed to by FOSD and authorized by the City Administrator.

d. FOSD may operate, maintain, develop and improve the Property, consistent with the operations agreement and any approved plans as set forth in this MOU, or as otherwise authorized by the City Administrator.

e. Prior to conducting any operations on the Property FOSD shall obtain insurance under terms and at coverage limits reasonably approved by the City Administrator.

f. Security. The City Police Department will patrol the Property to the same extent it patrols other City recreational lands. FOSD shall be responsible for securing the Frank Allis House and other structures on the Property. FOSD shall be responsible for providing security during all programming activities on the Property to the same extent any other private event occurs on City recreational property.

7. FUTURE DEVELOPMENT OF THE PROPERTY.

a. FOSD and the City will use the adopted Master Plan as a guidepost for all Improvements and future development of the Property with the intent of establishing a four-season event facility.

b. The parties will negotiate in good faith terms under which they will enter into an agreement setting forth the terms and conditions under which FOSD and the City may conduct future development activities on the Property, which shall include but not be limited to provisions concerning the conducting of such activities, insurance, indemnification, and the responsibilities of each party. FOSD will not conduct any such activities on the Property until such an agreement has been executed by the City and FOSD, unless authorized by the City Administrator.

c. Outside of the City's own projects on the Property, the parties intend FOSD to be designated applicant for designing and erecting any new structures, landscaping, parking lots, and trails on the Property (the "**Improvements**"), and be responsible for preparing and submitting formal design plans for review and approval by the City. In the event the City undertakes its own projects on the Property, it shall provide notice to, and consider in good faith input from, FOSD to the extent reasonably practicable.

d. FOSD will evaluate and provide a detailed written recommendation to the City concerning the feasibility of renovating the Frank Allis House in support of the vision and goals of the Master Plan. FOSD agrees to provide such recommendation regarding the future of the house to the City no later than December 1, 2025.

e. All future conceptual development plans will be provided to the City as part of the annual planning process outlined in this MOU. No provision of any such plan can be implemented unless and until approved by the City.

f. Approval of this MOU does not constitute the City's approval or support of any new construction or other modifications to the Frank Allis House by FOSD. It is expressly intended and understood by the parties that FOSD will comply with all applicable City ordinances and procedures and commence no construction on the Property without the prior approval of the City, which may be withheld in the City's sole discretion.

g. The CITY will share data and information gathered through the master planning process with FOSD.

h. The CITY will consider recommendations from FOSD regarding any

zoning changes and or requirements deemed necessary for future developments. Specific zoning is not guaranteed and is subject to the formal review and submittal of appropriate plan documents and procedures and approval by the City Council in its legislative discretion.

8. COMMUNICATIONS

a. FOSD shall provide to the City regular updates on the progress of the development and implementation of the plans required under this MOU.

b. The mayor, or their designee shall be an ex officio, non-voting member of the FOSD board of directors, permitted to participate in all proceedings of the Board, and inspect and copy all documents maintained by FOSD.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of the last date of signature below.

CITY OF MONONA

By: Mary K. O'Connor
Mary K. O'Connor, Mayor

3/18/25
Date

By: Alene Houser
Alene Houser, City Clerk

3/19/25
Date

THE FRIENDS OF SAN DAMIANO, INC.

By:

3/24/25
Date