

**CITY OF WAUWATOSA
FRIENDS OF FIREFLY GROVE PARK, INC.
MEMORANDUM OF UNDERSTANDING**

This Agreement ("Agreement") for the use and collaborative stewardship of public parkland is entered into this ___ day of _____, 2025, by and between the **City of Wauwatosa** ("City") and **Friends of Firefly Grove Park, Inc.** ("FFGP"), a Wisconsin nonprofit corporation, on the following terms and conditions:

This Agreement authorizes Friends of Firefly Grove Park to operate as a formal nonprofit partner on City-owned property located at **Firefly Grove Park, approximately 1900 N. 116th Street, Wauwatosa, WI 53226** (the "Property"). FFGP is granted the right to support and conduct community programming, fundraising, beautification projects, and park-related events on the Property in alignment with its nonprofit mission and in collaboration with the City. The Property shall otherwise remain open and available for the use of the public consistent with its current use.

This Agreement is authorized by Common Council resolution number _____, adopted on _____.

1. Purpose

The purpose of this Agreement is to establish a framework by which Friends of Firefly Grove Park will operate as a nonprofit partner to the City of Wauwatosa, supporting programming, fundraising, and improvements to Firefly Grove Park. All funds raised by FFGP shall be used in alignment with its nonprofit mission and in support of the park.

2. Term

- A. The term of this Agreement shall be for a five-year period, beginning on January 1st, 2026 and ending on December 31st, 2030 unless sooner ended as provided herein.
- B. It shall automatically renew for additional five-year terms unless terminated by either party with at least 90 days' written notice prior to the expiration of the current term.
- C. In the event FFGP dissolves, all remaining assets shall be transferred to the City of Wauwatosa, restricted for use within the Firefly Grove Park Fund.

3. Organizational Reporting

FFGP agrees to provide the following annually by April 30:

- A. An **Annual Report** including a summary of events, projects, board of directors contact information, and community engagement efforts.
- B. **Financial statements** including income and expenses for the prior calendar year.
- C. A copy of its **current insurance certificate** listing the City as an additional insured with coverage levels meeting or exceeding \$1 million general liability and \$1 million umbrella liability, or as otherwise required by City policy.

These materials shall be submitted to the Park Superintendent.

4. Meetings and Collaboration

Meeting twice per year shall be held between FFGP board members and the Park Superintendent to:

- Review park programming, usage, and community feedback
- Identify infrastructure or amenity enhancement needs
- Discuss opportunities for FFGP financial support toward approved improvements

5. Event Coordination

The City agrees to review submitted event plans within ten (10) business days of receipt.

All new events or returning events must be reviewed and approved by the City's Park Staff and require submission of a site plan and event overview.

The following event activities do not require a special event **permit**, provided they comply with these parameters:

- Amplified music shall comply with City noise ordinances
- Temporary No Parking signs may be placed along adjacent streets
- Tents 10'x20' or smaller in any quantity may be used throughout the park
- A maximum of three events per week may be held
- Up to 10 additional garbage cans may be requested for events.
- Garbage pickers and work gloves will be provided for clean-up events, as they are available from the Department of Public Works.
- All events must be open to the public; attendance may be limited and first-come, first-served
- Events extending onto public right-of-way or roads adjacent to the park require prior review by Public Works Department and potential permitting

All FFGP events will comply with City of Wauwatosa licensing requirements for food and alcohol sales.

6. Maintenance and Use

FFGP shall maintain all areas used for its events in a clean and orderly condition. Any damage caused by FFGP or its invitees shall be promptly repaired at FFGP's expense. Any enhancements made to the park by FFGP will be maintained by FFGP.

7. Storage

The City grants Friends of Firefly Grove Park permission to place a **storage box or shed** on park property to house equipment, event supplies, and other materials used in support of its mission.

- The location of the storage unit shall be reviewed and approved by the Park Superintendent or their designee.

- The unit shall be maintained by FFGP in good condition and kept secure.
- If this Agreement is terminated or FFGP dissolves, the organization shall remove the storage box unless the City requests to retain it for park use.
- Storage box must be labeled as property of FFGP.
- Any storage structure greater than 100 square feet would require a building permit and must be approved by the Park Superintendent and Design Review Board.
- Any storage shed must comply with all relevant city statutes.

8. Media inquiries

All media inquiries sent to FFGP regarding Friends of Firefly Grove park will be sent to the City of Wauwatosa Communications Manager for review.

9. Insurance and Indemnification

FFGP shall hold the City harmless from any liability arising from its events or activities, except in cases of gross negligence by the City. Insurance coverage must name the City as an additional insured and include the provisions outlined in Section 3(c).

10. City Rights and Oversight

Nothing in this Agreement limits the City's authority to manage Firefly Grove Park or enforce its ordinances and policies. The City retains the right to make reasonable rules governing park use and access.

11. Modification and Termination

This Agreement may be modified by mutual written consent at any time. Either party may terminate the Agreement with 90 days' written notice. If FFGP does not engage in any programming or park-related support for 12 consecutive months, the City may elect to terminate the Agreement.

12. Applicable Law and Severability.

This Agreement and any interpretation thereof shall be interpreted under the laws and in the courts of the State of Wisconsin. If one or more of the terms hereof are found to be void or invalid, those terms shall be deemed inoperative and null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this Agreement or the enforceability thereof, which shall continue in full force and effect.

13. Entire Agreement

This document, together with the attached **Exhibit A: Friends of Firefly Grove Park Bylaws**, represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this lease Agreement.

CITY OF WAUWATOSA

By: _____

Name: _____

Title: _____

Date: _____

FRIENDS OF FIREFLY GROVE PARK, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A: Friends of Firefly Grove Park Bylaws (attached)

Exhibit A

BYLAWS OF FRIENDS OF FIREFLY GROVE PARK INC.

ARTICLE I: NAME

Friends of Firefly Grove Park (FFGP) of Wauwatosa, Wisconsin is an association of residents in the Firefly Grove Park area and the greater community. Friends of Firefly Grove Park is dedicated to fostering a vibrant, inclusive community space by supporting the activation, enhancement, and long-term stewardship of Firefly Grove Park. We collaborate with the City of Wauwatosa to ensure the park thrives as a place for recreation, connection, and nature-based experiences for all.

ARTICLE II: ARTICLES OF ORGANIZATION

The Articles of Organization of this organization include (a) these Bylaws, and (b) the Articles of Incorporation filed with the State of Wisconsin.

ARTICLE III: PURPOSE

Born from a shared community vision, Friends of Firefly Grove Park is a non-profit organization committed to bringing Firefly Grove Park to life—today and for the future.

Our mission is to:

- **Activate:** Host events, programs, and activities that encourage residents and visitors to engage with the park—whether through family-friendly gatherings, recreational opportunities, or cultural experiences.
- **Fundraise:** Secure resources through donations, sponsorships, and grants to enhance park amenities, support programming, and contribute to special projects that align with the park's community-focused vision.
- **Sustain:** Partner with the City of Wauwatosa to assist in ongoing park maintenance, beautification efforts, and improvements, ensuring Firefly Grove Park remains a safe, welcoming, and well-maintained space for all to enjoy.

We aim to make Firefly Grove Park not just a park—but a thriving community hub where nature, play, and people come together.

ARTICLE IV: BASIC POLICIES

- The organization shall be noncommercial, nonsectarian, and nonpartisan.
- Membership shall be open and inclusive without discrimination based on age, gender, race, ability, sexual orientation, religion, or background.
- The name of the association, or the names of any members in their official capacities, shall not be used in connection with a commercial concern or with any partisan interest not appropriately related to the purposes of the association.
- FFGP as an association shall not directly or indirectly participate or intervene (in any way, including the publishing or distributing of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.
- The organization may collaborate with other groups and entities aligned with its mission but shall not enter into binding agreements without Board approval.
- Only officers or their designees may represent the organization in official capacity.

ARTICLE V: MEMBERSHIP AND DUES

- Any individual who supports the mission of Friends of Firefly Grove Park may become a member.
- Annual membership dues shall be determined by the Board of Directors.
- Each member household is entitled to one vote at membership meetings.
- Only members may hold office or serve on committees.
- Upon dissolution, all assets shall be distributed in accordance with Section 501(c)(3) of the Internal Revenue Code.

ARTICLE VI: OFFICERS AND THEIR ELECTION

- Officers shall include a President, Vice President, Secretary, and Treasurer.
- Officers shall be elected at the annual meeting and serve one-year terms, renewable by vote.
- In the event of a vacancy, the Board may appoint a replacement for the remainder of the term.
- Officers shall assume duties immediately following the close of the annual meeting.

ARTICLE VII: NOMINATING COMMITTEE

- A Nominating Committee of at least three members shall be formed at least three months prior to elections.
- The committee shall collect nominations from the membership and prepare a slate of candidates.
- Nominations from the floor may be accepted at the annual meeting.
- No individual shall be nominated without their consent to serve.

ARTICLE VIII: DUTIES OF OFFICERS

- **President:** Preside at all meetings of the association and of the Board of Directors; shall perform such other duties as prescribed in these bylaws or assigned to them by the association Board; shall act as ex-officio member of all standing committees, except the Nominating Committee, and shall coordinate the work of all the officers and committees of this association.
- **Vice President:** Support the President and assume their duties in their absence or inability of that officer to act and shall perform such other duties as may be delegated to them.
- **Secretary:** Keep meeting minutes and records, maintain organizational documents and shall have a current copy of the bylaws, and shall perform such other duties as may be delegated to them.
- **Treasurer:** Manage the custody of all funds of the association; shall keep a full and accurate record of receipts and expenditures; and, in accordance with the budget adopted by the association, shall make disbursements as authorized by the presiding officer, executive committee/board or association. The Treasurer shall present a financial statement at every meeting of the association, and at other times when requested by the Board, and shall make a full report when new officers officially assume their duties. The Treasurer's accounts shall be

examined annually by an Auditing Committee of not less than two members, who, satisfied that the Treasurer's annual report is correct, shall sign a statement of that fact at the end of the report. The Auditing Committee shall be selected by the Executive Committee at least 4 weeks before the meeting at which new officers assume duties.

All officers shall perform the duties outlined in these bylaws and those assigned from time to time.

Upon the expiration of office or in case of resignation, each officer will turn over to the President, without delay, all records pertaining to the office, and shall return to the Treasurer, without delay, all funds pertaining to the office.

ARTICLE IX: BOARD OF DIRECTORS

The Board shall consist of the officers of the association and other volunteers as appointed by the officers of the association.

Board members are expected to serve on at least one committee, either ad-hoc or standing; or pursue a special project on behalf of the organization as approved by the Board as a whole.

The duties of the Board shall be to transact the necessary business in the intervals between association meetings and such other business as may be referred to it by the association; to create standing and special committees; to present a report at the regular meetings of the association; to select an Auditing Committee to audit the Treasurer's accounts; to prepare and submit to the association for adoption a budget for the year; to approve routine bills within the limits of the budget and designate an individual to maintain a membership list.

Student Members of the Board

The Board may include up to two (2) student members who shall serve in a non-voting, advisory capacity. These student members are intended to provide youth perspectives and support community engagement initiatives relevant to the park.

- **Eligibility:** Student members must be enrolled in middle school, high school, or undergraduate education, reside in or have a connection to the Wauwatosa area, and support the mission of Friends of Firefly Grove Park.
- **Appointment and Term:** Student members shall be nominated by any current Board member and approved by a majority vote of the Board. They shall serve one-year terms and may be reappointed.
- **Duties:** While not voting members, student members are encouraged to attend Board meetings, participate in committees, and contribute to planning and programming relevant to youth engagement.

ARTICLE X: MEETINGS

- The organization shall hold at least one general meeting per year, designated as the Annual Meeting.
- Additional special meetings may be called by the President or Board.

- A minimum of five members constitutes a quorum for all membership votes.
- Notice of meetings shall be given at least three days in advance.

ARTICLE XI: FISCAL YEAR

The fiscal year of the organization shall begin on January 1 and end on December 31.

ARTICLE XII: PARLIAMENTARY AUTHORITY

Robert's Rules of Order (Newly Revised) shall govern procedure when not in conflict with these bylaws.

ARTICLE XIII: AMENDMENTS

Amendments may be proposed by any member and must be approved by the Board before being presented to the membership.

Bylaw amendments shall be adopted by a majority vote of members present at a duly called meeting.