

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF KENOSHA

AND

THE SOUTHPORT PARK ASSOCIATION OF KENOSHA, WISCONSIN

Whereas, the City of Kenosha attempts to advance parks, recreation and environmental conservation efforts that enhance the quality of life for all; and

Whereas, it is the intent of the City to promote the health, safety and general welfare through the regulation and preservation of historic districts, structures and sites with a special character, historic interest, aesthetic interest or other significant value, in accordance with §62.23(7)(em), Wisconsin Statutes, and other applicable law; and

Whereas, the City of Kenosha has adopted a Historic Preservation Ordinance and established a Historic Preservation Commission (HPC) to assist it in satisfying its intentions; and

Whereas, the Southport Park Association of Kenosha (SPA) was founded and is properly maintained by community volunteers as a 501 [C][3] non-profit corporation dedicated to the restoration, preservation, and enhancement of Kenosha's historic lakefront parks and structures; and

Whereas, the SPA seeks to ensure enduring stewardship of Kenosha's coastal public spaces and historic structures for the enjoyment of future generations; and

Whereas the primary purpose of the SPA is to secure, manage, and invest public and private grants, donations, gifts and bequests in support of these aims through a dedicated program of donor solicitation and services; and

Whereas, the City of Kenosha, the Historic Preservation Commission, and the Southport Park Association have agreed to cooperate in promoting the use of historic lakefront parks, structures and sites for the education, enjoyment and welfare of the people of the City.

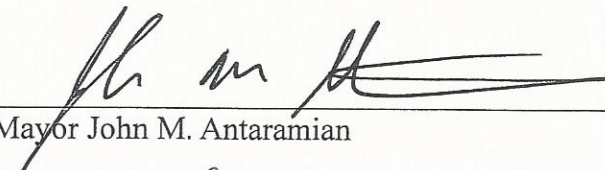
Therefore, this memorandum shall serve as an agreement of understanding between the City of Kenosha and the Southport Park Association (SPA).

The parties shall agree as follows:

1. The Southport Park Association (SPA) will assist the City of Kenosha and the HPC in its work with the Southport Park and the historic Southport Beach House (SBH) through a public not-for profit 501(c) (3) corporation, for the benefit of the people of Kenosha.
2. The primary purpose of the SPA will be to work with the City of Kenosha Department of Public Works, Parks Division, and the HPC as a U.S. non-profit organization, in order to promote the restoration, preservation, beautification, and utilization of lakefront parks

and structures <sup>beginning with</sup> including Southport Park and the SBH and to raise awareness of the historic, cultural, and educational significance of these community resources.

3. The SPA will provide private fundraising initiatives in concert with and under the guidance of the City of Kenosha Department of Public Works, and the HPC within mutually agreed upon plans and objectives; that will contribute toward a sustainable program for the preservation and enjoyment of the Southport Park and the SBH.
4. The City of Kenosha shall, within the limits of the law and subject to practical constraints, provide support to the SPA in its work within the historic Southport Park and the SBH.
5. In conjunction with the City of Kenosha and its HPC, the SPA will recommend and implement programs, events and projects it considers appropriate for the Park's long-term development and maintenance, in coordination with the City of Kenosha Parks Division and the HPC.
6. The SPA will support improvements to the Parks programs and infrastructure, and will promote further outside investment toward the restoration of the SBH, which is listed by National Parks Service National Trust for Historic Preservation, and will serve as a conduit for other outside funding intended for the support of the Southport Park and the historic SBH.
7. With the approval of the City of Kenosha, the SPA will secure funding for select projects, programs, and improvements deemed appropriate by the City of Kenosha Parks Division and within statutory or administrative guidelines of the HPC. City shall have permission to decline funding improvements and projects it, in its sole discretion, deems unworkable.
8. This MOU shall not be construed as a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with application federal, state and City laws, ordinances, regulations and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by a representative of the parties.
9. This Memorandum of Understanding is intended to provide for cooperation between the parties, and does not create any legally binding rights or obligations, and shall not be enforceable in any court or tribunal.

  
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Mayor John M. Antaramian

6/22/17

Date

  
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Susan Andrea-Schlenker, President Southport Park Association

6/23/17

Date