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To: Park Commission <pacommission@cityofmadison.com>

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Subject: Two year use agreement for Cherokee Marsh North (92019)

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Dear Board of Park Commissioners,

Last year, when the city entered into a [similar agreement](#) granting exclusive use of Cherokee Marsh North, residents brought up several concerns that went largely unaddressed, and which are still valid regarding this year's agreement:

- It's exclusionary to disabled park users who cannot make a >1 mile trek into and out of the park, on top of however much or little they planned to hike at the park
- The agreement did not restrict the intensity of the park's usage. During the event, the park was at risk of getting much more vehicle traffic than usual
- The fee being charged was nominal: well below market rate for the amount of parking being provided, and did not take into account any additional costs to the Parks Department--in park ranger time during the event, or cleanup/remediation afterward.
- The agreement included no provisions to require that event organizers take part in enforcement of parking rules or other park rules while the park was in their custody.
- Renting out the grounds/facilities for a large-scale commercial event is inconsistent with the purpose of a conservation park as defined in Madison ordinance.
- The event team was caught storing and possibly using herbicide on park property
- The closure was for a full week, even though the event itself was only during the weekend, needlessly depriving the public of park access.

- There was a lack of communication between the event organizers and the surrounding neighborhood

Regarding this year's event, at least the process of approving the agreement is not happening so last-minute. However in some ways, the agreement before is worse:

- The event organizers are seeking to make an agreement for two years at once, to avoid exactly this kind of public input.
- This time, instead of using the park parking lots for the organizers' own staging, they intend to resell the parking to event attendees
- Rather than traffic daily at load in / load out, the park may have cars coming and going constantly throughout the day

Here are the changes I would like to see, to make this agreement worth entering into:

- A higher fee, based on impact on the park, usage (amount of parking), compensation for loss of public access to a publicly funded park, costs associated with Parks staffing and cleanup
- Keep a few parking spaces in the park available to Madison residents with handicap tags who are trying to visit the park. This isn't hard for event traffic directors to verify, and given the long walk from the north parking lot to the event, it isn't likely that someone with a disability would abuse it.
- The full closure should only be during the event weekend. During the week preceding it, the event organizers could have part of the lots.
- Set maximums on the intensity of usage: total cars allowed to be stored, and number of cars per hour in and out. This is necessary to keep car traffic at a level that isn't destructive to the park ecosystem.
- The agreement should require that event organizers make their paid parking customers aware of parks rules beforehand, and that they provide their own enforcement of those park rules. Critically, this includes things like not allowing alcohol or firearms, things that people may otherwise have with them unless forewarned.
- Given the previous misbehavior, the agreement should directly address the storage and/or use of herbicides, pesticides, and other contaminants not allowed in a conservation park.

- While the agreement requires public notice by May 1, that will be too late for any changes to the event plans, especially in terms of next year, if the agreement is auto-renewed.

Regarding the nominal fee, at BPW's discussion of this last year, there was mention of the Steve Stricker American Family Insurance Foundation Inc. being a "charitable" organization, and the city essentially charging a subpar fee as an "in kind donation" to this foundation.

However, according to [Charity Navigator](#), this foundation scores 40 out of 100. Only 24% of their spending goes towards charitable causes, with 74% spent on fundraising activities themselves, such as golf tournaments. In terms of Fundraising Efficiency Ratio, this foundation spends \$1.26 to collect each charitable dollar. Meaning the majority of Madison's "in kind donation" would not be for the public good.

The city should also pause on processing any associated street use permits while this agreement is under consideration. Last year, street use permits were already approved by the time the agreement for the park was being considered, which put the city in a weakened negotiating position ("We might as well rent out the parking lots because Sherman Ave will be closed anyway, otherwise we won't even get the nominal fee" was the rationale at the time).

I hope that this agreement can be strengthened, to show that city stakeholders understand and appreciate the value of our conservation parks, to both our environment and our residents.

Thank you,

Nick Davies

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