

**From:** David Zoppo [mailto:██████████@gmail.com]

**Sent:** Tuesday, May 08, 2018 10:00 PM

**To:** Leopold, Madelyn <madelyn.leopold@gmail.com>; Cheeks, Maurice <district10@cityofmadison.com>; Ragland, Nancy <nanragland@att.net>; Baldeh, Samba <district17@cityofmadison.com>

**Cc:** Zellers, Ledell <district2@cityofmadison.com>; Parks <parks@cityofmadison.com>

**Subject:** Re: [tlna] Breese Stevens 10-Year Contract - Parks Commission Wed. May 9

To the Members of the Parks Commission:

My name is David Zoppo and I live at the corner of Brearly and Mifflin Street (██████ E. Mifflin). My house is directly across from the gate leading into Breese Stevens Field. I heard Mr. Knepp speak about the renewal of this contract at a meeting at festival foods earlier this year. His message, if I remember correctly, was essentially that while the City does not profit from Big Top's management of Breese Stevens, the contract does allow the City to offset the cost of owning and maintaining that property. He emphasized that any agreement the City reaches must strike a balance between Big Top's commercial interests and the interests of neighborhood residents.

I am in favor of the Commission approving the contract, but I believe some changes need to be made to better accommodate the neighborhood's interests. These changes include:

1. **Section 2.b.(5)- Firework Events.** I don't know whether Big Top is currently allowed to hold fireworks events, but at any rate, this provision should be stricken from the contract. It is gratuitous and not necessary to protect Big Top's commercial interests and imposes an undue burden on residents of the neighborhood. Fireworks are noisy and disruptive, particularly for folks (such as myself) who own dogs. They also pose an unacceptable safety and environmental risk. I expect that folks attending Big Top's events will enjoy them just as much without fireworks.
2. **Section 2.b.(7)- Noise Limitations.** This provision should be revised to prohibit any live music or use of the PA system at Breese Stevens prior to 12 noon. As you all know, the neighborhood's chief concern with this contract is noise. I don't know how many times I've woken up to enjoy a cup of coffee or a book in my yard on a nice summer morning, only to have the morning sullied by noise from the venue (aside: whoever picks the playlist for some of these events has horrible taste in music). If we're going to have to deal with the noise, it should at least be limited to reasonable times of the day. The neighborhood should have the right to enjoy the morning in peace. I've made a suggested revision to this term of the contract, below:

Big Top agrees to maintain an amplified sound level of no greater than a sustained 100dB (across all octave bandwidths) at the sound production stage for each ~~concert~~ **Concert** event. For these ~~concerts~~ **Concerts**, speakers shall not be oriented to face toward Mifflin St. All amplified sound for Concerts will end by 10 PM. All other events will be operated at a dB level under 85 at sound board or dB level under 83 at the perimeter of the Stadium, as determined by the Parks Superintendent. ~~Any non-athletic event occurring prior to 10:00 AM will be at a dB level under 75 at the perimeter of the Stadium.~~ **Big Top shall be prohibited from using the public address system at the Stadium or from holding any live music events at the Stadium prior to 12 noon.** In the event that a sustained violation of these conditions occurs, Big Top will be responsible for citations under Madison General Ordinances. If the violation is deemed significant by the Parks Superintendent, the matter will be referred to the Board of Parks

Commissioners, which will have the option to reduce the subsequent year's authorized concert event count by 1 per concert event violation.

3. **Section 2.c.(9)- Refuse.** Big Top should be required to locate its dumpsters on the south end of the field, near East Washington Avenue. Sometimes after big events, the stench from these containers wafts across the street and is quite unpleasant. Also, Big Top should be required to provide recycling containers at all events that it hosts at the Stadium, and to recycle that refuse accordingly. I've made a suggested revision to this term of the contract, below:

Big Top shall deposit all trash and recycling from Stadium use in dumpsters provided by Big Top, and provide for all trash **and recycling** removal services. **Big Top shall be required to provide recycling containers at all events held at the Stadium, and to properly recycle as much refuse as reasonably possible from events held at the Stadium.** Big Top agrees not to begin clean up operations prior to 7:00 a.m.

Thanks for your consideration of these issues.

Regards,

-David

On Tue, May 8, 2018 at 4:23 PM, Cannon [REDACTED]@charter.net [tlna] <tlna-noreply@yahoogroups.com> wrote:

TO: Madison Board of Park Commissioners, TLNA Listserv  
cc: Alders Zellers and Rummel, Eric Knepp-Parks

Approval of the 10-year+ agreement between the City of Madison and Big Top Events for use of Breese Stevens Field is scheduled for the Wednesday May 9 Board of Park Commissioners agenda. The draft agreement of 5/1/2018 is attached.

The draft agreement allows an unreasonable noise level: 100 dBA at the sound production stage. (It also includes consideration of fireworks at Breese Stevens--right by a vintage neighborhood filled with wood homes).

Section 24.08 of Madison City Ordinances states "it is the policy of the City to prevent and abate excessive noise which may jeopardize the public health, safety or welfare or which would cause harm to property values or which would impair the quality of life within the city."

The ordinance provides a 65-decibel limit for "residential receiving zones" throughout the city -- zones such as those adjacent to Breese Stevens Field and McPike Park on the isthmus.

We do not understand why City Ordinances effectively limit noise to 65 dB in every part of the city except isthmus neighborhoods. The many noisy events approved by the Parks Commission and Street Use Committee greatly diminish the quality of our lives.

We are tired of having to sacrifice a quiet evening -- or several evenings in a row -- so that people from outside our neighborhood or from other cities can listen to loud music. We do not understand why a select few groups are allowed to make money at the expense of our peace and quiet.

Peter & Marsha Cannon

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Pete & Marsha Cannon

██████████ Sidney St.

Madison WI 53703

608.██████████



**Sent:** Wednesday, May 9, 2018 9:29 AM

**To:** Knepp, Eric <[EKnepp@cityofmadison.com](mailto:EKnepp@cityofmadison.com)>; Leopold, Madelyn <[madelyn.leopold@gmail.com](mailto:madelyn.leopold@gmail.com)>

**Subject:** Parks Commission meeting 5/9/18; agenda items 22 and 23 re: Breese Stevens Field

Dear Park Commissioners,

I regret I will not be able to join you tonight as you consider agenda items 22 and 23 regarding Breese Stevens Field. I support both the Use Agreement with Big Top Events and the amendment to the 2018 Parks Division Capital Budget.

I agree with Superintendent Knepp's concept of "Preservation through Purpose". Breese was in poor condition (and still needs some additional restoration attention) in large part because it was seldom used...so there was no real reason to maintain it. Breese is not the only city asset that has suffered from deferred maintenance; it has occurred with other city buildings such as the Madison Municipal Building and Central Library. I hope we are turning the corner on that trend and that Breese and other city structures will be well maintained. Breese is now being well used and enjoyed by many people. Mr. Knepp will share with you some of the data on former and current use.

Breese is a Community asset. So using citywide impact fees makes sense. That said it is nestled in a neighborhood. It is necessary and important to have a balance when considering the use and restrictions around that use. The Tenney-Lapham neighborhood has been outstanding in engaging on the benefits related to Breese as well as the issues and concerns as they impact the neighborhood. The outcome of the work with the neighborhood, Big Top and Parks staff is a contract that is a balance of competing interests, preferences and concerns. There are people in the neighborhood who would like more concerts...and those who would prefer no concerts. There are still concerns surrounding parking and traffic. That said, the continued limitations on the number of concerts, the new limitations to school night concerts, the commitment of Big Top to traffic and parking management (including an emphasis on and support of biking to get to the venue), and the responsiveness of Big Top management to issues as they are raised have resulted in my support of this compromise contract.

In regard to the financial arrangements, Mr. Knepp's analysis leads me to believe the proposed arrangement is in the best interests of the city financially.

In conclusion I urge your support of agenda items 22 and 23 on your agenda. Thank you.  
Best,  
Ledell

Alder Ledell Zellers  
608 [REDACTED]