

## Murphy, Brad

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**From:** Rummel, Marsha  
**Sent:** Sunday, January 10, 2010 1:06 PM  
**To:** Murphy, Brad  
**Cc:** Dan Melton; Judy Olson; mmeunier@madison-kipp.com; Steve Klafka; Cnare, Lauren; Marx, Don  
**Subject:** Madison-Kipp at Plan Commission 1/11

Brad-

I would like the Plan Commission to know that I understand the rationale for extending the lease renewal notification period but I would like to see Madison-Kipp address neighborhood concerns about noise that the earlier 2009 amendment attempted to resolve and I would like some action on that issue as a condition for Plan Commission's approval and my support as well.

Some neighbors have asked me to request that all operations cease from midnight to 6a as a condition of this amendment. My goal with the earlier language was to allow Kipp to use the annual rent to pay for noise abatement and a fence seemed like a possible solution if installed at their property line at Marquette St. I don't know if a fence would solve neighbors concerns but it seemed reasonable to request that Madison-Kipp consult with a sound engineer and report back to neighbors about sound mitigation strategies. But as far as I can tell Madison-Kipp has made no effort to look at environmental or other solutions to alleviate noise impacts for adjacent neighbors.

I would like to formally request this.

Thanks for your attention and I hope you can help us find a solution that helps neighbors and MadisonKipp. I plan on attending the meeting.

Marsha

The Common Council adopted a resolution (Resolution No. 54,717 ID No. 22,421) on December 2, 1997 that authorized the execution of a lease (the "Lease") between the City of Madison and Madison-Kipp Corporation ("MKC") to provide access and parking to MKC within the East Rail Transportation Corridor. The Common Council adopted a resolution (Enactment No. RES-09-00243, File ID 13485) on March 17, 2009 that authorized the execution of a First Amendment to the Lease that reduced the leased area, with a corresponding decrease in the annual rent, and provided for an offset of the costs to construct a fence within the leased area against the annual rent. MKC has requested that the lease be amended again to increase the minimum written notice of lease termination from the City from 180 days to 1 year and to limit the discretion of the City to terminate the lease for any public use or purpose to public transportation purposes.

NOW THEREFORE BE IT RESOLVED that the Common Council authorizes the execution of a second amendment to the lease ("Lease") executed between the City of Madison and Madison-Kipp Corporation on May 18, 2000, as amended on March 17, 2009, amending the Lease as follows:

Paragraph 16.a.(4) of the Lease, which addresses the City's right to terminate the Lease for any public use or purpose, shall be modified to provide that the City shall have to right to terminate the Lease "[b]y giving the Lessee a minimum of one (1) year's written notice of termination in the event the Leased Premises, in the sole discretion of the governing body of the City of Madison, are desired for transportation purposes. Transportation purposes include, without limitation because of enumeration, public alleys, streets, highways, bike paths, sidewalks, and facilities for the development, improvement and use of public mass transportation systems. In the event of termination under this Subparagraph, any rent that has been prepaid for the period following the date of the Lessee's vacation of the Leased Premises shall be prorated on a per diem basis and refunded to the Lessee."

BE IT FURTHER RESOLVED that all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

## Murphy, Brad

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**From:** Bill Scanlon [wscanlon@tds.net]  
**Sent:** Sunday, January 10, 2010 2:15 PM  
**To:** SASYNA-Discussions@yahoogroups.com; MarqNA@yahoogroups.com; einpc@yahoogroups.com  
**Cc:** ptoleary@chorus.net; bikies@lists.danenet.org; ldnelson@chorus.net; Rummel, Marsha; Schumacher, Michael; Cnare, Lauren; Kerr, Julia; Eric Sundquist; Judy Olson; James Boll; Judith Bowser; Michael Basford; Michael Heifetz; Tim Gruber; Douglas Pearson; Murphy, Brad  
**Subject:** Re: Proposed Concession to Kipp in City of Madison-Kipp Lease

For Plan Commission members/alternates cc'ed on this message, the message concerns item 2 on the agenda for your meeting tomorrow.

Larry Nelson's info, copied below, is incomplete. Larry did not mention that the resolution would significantly limit the reasons the city could use to terminate the lease. All Larry mentioned was that the time for prior notice by the city before it could terminate the lease would be doubled from 180 days to a year.

Bottom line is that the resolution in its current form is bad for the people of the city and should be amended to require that Kipp provide something of comparable value to the city in exchange for the more favorable lease terms on the parcel of city property.

A couple other points:

(1) Kipp's complaint, that the city has given the Goodman Center more favorable terms in the Center's lease that is similar to Kipp's at issue here, is bogus. The city's giving the Goodman Center more favorable terms is warranted because the Goodman Center is a non-profit organization that exists to serve the community. Kipp, in contrast, is a private, profit-making corporation that exists to make money for its shareholders and, with regard to this lease, wants something of value from the community to help Kipp make more money for the shareholders.

(2) Under the resolution, the city would give things of significant value to Kipp and Kipp in return would not be required to do anything of value for the city. The effect of the resolution in its current form would be a flat-out gift from the city to the private, profit-making Kipp, and to my mind that would be improper as unfair to the people of Madison. If the lease here involved property owned by a private business rather than the city, it is highly unlikely that Kipp could get more favorable lease terms without providing something of significant value to the property owner. The city should not be rolling over dead and behaving like a charity for private, profit-making entities. So in this case should amend the resolution to require that Kipp for the more favorable lease terms provide the city something of comparable value.

(3) The Plan Commission, the Council and other city officials can put their thinking caps on to come up with things of comparable value that Kipp should be required to provide in exchange for the more favorable lease terms. The easiest would be increased rent. But there are many other possibilities, for example: requiring Kipp to hire more employees; or requiring Kipp to make one of its big, blank outside walls that the public can easily see into a permission wall for artists (similar to the one at Mother Fools Coffeehouse); or requiring Kipp to plant and maintain some trees or flowers on the leased parcel.

Don't forget the Plan Commission meeting on this issue tomorrow afternoon at 5:30. The issue is agenda item 2. Here, again, in the likely event you can't make the meeting, is the list of email addresses for the Commission's members (except, strangely, its chair, Nancy Fey, for whom no email address is provided at the

Commission's website):

Michael Schumacher <[district18@cityofmadison.com](mailto:district18@cityofmadison.com)>, Lauren Cnare <[district3@cityofmadison.com](mailto:district3@cityofmadison.com)>, Julia Kerr <[district13@cityofmadison.com](mailto:district13@cityofmadison.com)>, Eric Sundquist <[erics@cows.org](mailto:erics@cows.org)>, Judy Olson <[jolson@operationfreshstart.org](mailto:jolson@operationfreshstart.org)>, James Boll <[jboll@mge.com](mailto:jboll@mge.com)>, Judith Bowser <[jabowser@facstaff.wisc.edu](mailto:jabowser@facstaff.wisc.edu)>, Michael Basford <[mabasford@charter.net](mailto:mabasford@charter.net)>, Michael Heifetz <[michael.heifetz@deancare.com](mailto:michael.heifetz@deancare.com)>, Tim Gruber <[timothy\\_gruber@yahoo.com](mailto:timothy_gruber@yahoo.com)>, Douglas Pearson <[dpearson@madison.k12.wi.us](mailto:dpearson@madison.k12.wi.us)>, Brad Murphy <[bmurphy@cityofmadison.com](mailto:bmurphy@cityofmadison.com)>

More than enuf said,  
Bill Scanlon  
616 S Ingersoll St, Madison  
257-0102

In the history of language  
the first obscenity was silence.

from "The Primer," a poem by  
Christina Davis, Copr. 2006

[www.solveives.com](http://www.solveives.com)

On Sun, Jan 10, 2010 at 10:48 AM, Rummel, Marsha <[district6@cityofmadison.com](mailto:district6@cityofmadison.com)> wrote:  
All-

I was told by City Real Estate staffer Don Marx in November that this amendment would facilitate Madison Kipp's ability to obtain financing. The notification period of 180 days apparently was of concern to lenders and the extension gave them comfort that the city couldn't terminate the lease that permits access across city property/bike path between their two facilities on Waubesa St and Fair Oaks without longer notice. As Larry notes, Kipp has had legal permission to use this crossing for many years.

This explanation seemed reasonable to me and I agreed to sponsor.

Marsha

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From: [bikies-bounces@lists.danenet.org](mailto:bikies-bounces@lists.danenet.org) [[bikies-bounces@lists.danenet.org](mailto:bikies-bounces@lists.danenet.org)] On Behalf Of Larry D. Nelson  
[[ldnelson@chorus.net](mailto:ldnelson@chorus.net)]

Sent: Sunday, January 10, 2010 10:02 AM

To: [ptoleary@chorus.net](mailto:ptoleary@chorus.net); [bikies@lists.danenet.org](mailto:bikies@lists.danenet.org)

Cc: Rummel, Marsha

Subject: Re: [Bikies] (Fwd) [einpc] Proposed Concession to Kipp in City of Madison-K

The path is not a "State Trail": it is owned by the City of Madison. Kipp had access to the railroad right of way prior to purchase by the City. The leased area includes the point of access from the plant to Waubesa Street.

According to the resolution, this concession would merely extend the termination from 180 days to one year.

<http://legistar.cityofmadison.com/detailreport/Reports/Temp/110201095231.pdf>

Given the culture of the city for deliberate speed, this should not prove a problem.

There are a number of leases of this right of way that produce revenue for the City. Most predate the purchase of the property by the City.

Kipp was upset that the City gave comparable access to the Atwood Community Center on the opposite side of the path without cost and has been requesting comparable treatment for some time.

-----Original Message-----

From: [bikies-bounces@lists.danenet.org](mailto:bikies-bounces@lists.danenet.org)  
[mailto:[bikies-bounces@lists.danenet.org](mailto:bikies-bounces@lists.danenet.org)] On Behalf Of Paul T. O'Leary  
Sent: Sunday, January 10, 2010 8:48 AM  
To: [bikies@lists.danenet.org](mailto:bikies@lists.danenet.org)  
Subject: [Bikies] (Fwd) [einpc] Proposed Concession to Kipp in City of Madison-K

I wonder how many non-'hood-residents (like me) knew about this lease in the first place.

And I wonder how the lease jives with the fact that the path is now a State Trail...

----- Forwarded message follows -----

To: [SASYNA-Discussions@yahoogroups.com](mailto:SASYNA-Discussions@yahoogroups.com),  
[einpc@yahoogroups.com](mailto:einpc@yahoogroups.com),  
[MarqNA@yahoogroups.com](mailto:MarqNA@yahoogroups.com)  
From: Bill Scanlon <[wscanlon@tds.net](mailto:wscanlon@tds.net)>  
Date sent: Sun, 10 Jan 2010 00:52:41 -0600  
Subject: [einpc] Proposed Concession to Kipp in City of Madison-Kipp Lease - Monday,  
1/11, 5:30 PM Plan Commission Meeting  
Send reply to: [einpc@yahoogroups.com](mailto:einpc@yahoogroups.com)

On Sat, Jan 9, 2010 at 12:47 PM, Dan Melton <[oakville000@yahoo.com](mailto:oakville000@yahoo.com)> wrote:

Monday January 11 5:30 PM Plan Commission Agenda Item 2. Authorizing an  
> amendment to a lease between the City of Madison and Kipp Corporation RE:  
> Kipp use of a strip of land off of Waubesa Street--where Waubesa crosses  
the  
> bike path [See map Attached to Agenda Item 2.] Kipp uses a strip of  
> City-owned land "to provide access and parking to Madison Kipp  
Corporation".  
> Amendment would increase--from 180 days to 1 year--minimum written notice  
> City would have to give Kipp if City decided to terminate lease. Amendment  
> would also limit the reason City could use to terminate the lease--from  
any  
> public use or purpose, to public transportation purposes.

What is going on here? Perhaps Alder Rummel can fill us in, as she introduced the Council resolution to accept the lease amendment requested by Kipp.

Just what are the people of Madison getting for these significant concessions to the owners of Kipp Corp.? If it's not a lot - for example, significantly increased rent or an obligation to hire more employees - the amendment needs to be killed.

If you can't make the inconveniently scheduled meeting to give the Plan Commission a piece of your mind, give it to them in an email by Monday morning.

To make things easy for you, here are the email addresses of Plan Commission members (except the chair, the Mayor's designate, Nancy E. Fey, for whom strangely no email address is provided in the list of Plan Commission members on the City's website). Just copy the list as provided and paste it into the "To" address line of an email:

Michael Schumacher <[district18@cityofmadison.com](mailto:district18@cityofmadison.com)>, Lauren Cnare <[district3@cityofmadison.com](mailto:district3@cityofmadison.com)>, Julia Kerr <[district13@cityofmadison.com](mailto:district13@cityofmadison.com)>, Eric Sundquist <[erics@cows.org](mailto:erics@cows.org)>, Judy Olson <[jolson@operationfreshstart.org](mailto:jolson@operationfreshstart.org)>, James Boll <[jboll@mge.com](mailto:jboll@mge.com)>, Judith Bowser <[jabowser@facstaff.wisc.edu](mailto:jabowser@facstaff.wisc.edu)>, Michael Basford <[mabasford@charter.net](mailto:mabasford@charter.net)>, Michael Heifetz <[michael.heifetz@deancare.com](mailto:michael.heifetz@deancare.com)>, Tim Gruber <[timothy\\_gruber@yahoo.com](mailto:timothy_gruber@yahoo.com)>, Douglas Pearson <[dpearson@madison.k12.wi.us](mailto:dpearson@madison.k12.wi.us)>, Brad Murphy <[bmurphy@cityofmadison.com](mailto:bmurphy@cityofmadison.com)>

Bill

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>

----- End of forwarded message -----

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Paul T. O'Leary  
Desktop Insurgent  
Madison WI USA

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Bikies mailing list  
[Bikies@lists.danenet.org](mailto:Bikies@lists.danenet.org)  
<http://lists.danenet.org/listinfo.cgi/bikies-danenet.org>

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<http://lists.danenet.org/listinfo.cgi/bikies-danenet.org>