From: Nicholas Davies
To: Finance Committee; Martinez-Rutherford, Dina Nina; Park Commission
Cc: STRICKERAMFAMFOUNDATION@amfam.com; Knepp, Eric
Subject: No to Cherokee Marsh conservation park exclusivity for a golf tournament (87830)
Date: Saturday, May 3, 2025 5:21:18 AM

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Dear Finance Committee,

Please reject the proposed use agreement for Cherokee Marsh Park (north unit) in its current form. I see these issues with it:

It's exclusionary to disabled park users
In cases when parks need parking lots inside them, it's typically because park users with limited mobility would otherwise be unable to access the park. This is especially true somewhere like Cherokee Marsh North. There is no transit service to the park, and there are no sidewalks or bike lanes along Sherman Ave.

If you were to walk/bike into Cherokee Marsh North, it's 0.7 miles from the entrance of the park just to get to where you would normally start your hike. But during the event, your starting point will be even further than that. For many park users, tacking on a >1.5 mile hike just to get to/from the start of their hike will prevent their usage of the park.

If this agreement is accepted as is, then it should definitively lay to rest any future arguments in favor of having parking lots in parks for accessibility reasons, because apparently, accessibility is only a consideration when we want it to be. If Cherokee Marsh North, Madison's largest park (and perhaps least transit-accessible), is "open for business" even when its parking is entirely closed, then so is any other city park.

The agreement doesn't specify intensity of usage
It grants exclusive access to the north and south lots of Cherokee Marsh North, and the driveways, but sets no limits on the amount of traffic to/from these lots, or the vehicles stored there. This means that during the period of the agreement, this conservation park--this wildlife habitat--could be subjected to a lot more vehicle traffic than it normally is.

Vehicle traffic comes with light pollution (esp. since the agreement allows access into the night, after the normal park hours), noise pollution, vehicle emissions, some chance of fuel/fluid leakage, roadkill, and dust.

An entire week's closure isn't necessary for a weekend event
During the period that Sherman Ave will be closed, that will also hinder access to the park via Sherman Ave. But the agreement would close park access for an entire week, including days when Sherman Ave is not restricted.

Parking at the park is not a shortcut for people with disability tags
If accessible parking is kept available at Cherokee Marsh North, event attendees who need accessible parking will not be seeking to "cheat the system" by parking there, since they would then have to walk 0.7 miles each way to get in/out of the park.

The payment date in the agreement doesn't allow for a public process
The agreement sets May 2 as the payment date. This item is on the April 27 Finance Committee agenda, and it has been referred (rightly so!) to the Board of Park Commissioners, who next meet on May 14. Then it will need to go back to Common Council after that, which would be May 20 at the earliest. So on May 20, Common Council will be expected to approve (or reject) an agreement that makes payment due on May 2, for a park closure starting on June 2. This process may have simply been started too late for it to go through the required public process and be completed in time.

Proposed changes
Overall, given the timing, there may not be time to enter into an agreement at all, and/or it may simplify things to only make the southern lot subject to the agreement, and not the northern one. But based on the factors above, here are the changes to the agreement that would be necessary for me to see it as worthwhile to the city:

* For all times covered by the agreement, there should be limits in the agreement of the intensity of the usage of the park: how vehicles will come and go, how many vehicles will be stored there at a time. These need to be ecologically-based limits that take into account the impact on the park's wildlife.

* The amount of the agreement shouldn't be a nominal $2k/day for carte blanche exclusive/unlimited usage of a city park. It should be based on the intensity of the proposed use, and also influenced by the exclusivity clause's impact on city resident park use.

* For June 2-5, designate what portion of the lot(s) the event organizers can make use of, such that there will still be enough remaining space for normal levels of park usage.

* For June 6-8, require organizers to keep at least a small portion of the lot(s) available for park visitors with accessibility needs.

Thank you,

Nick Davies
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