From: Nicholas Davies <nbdavies@gmail.com>
Sent: Sunday, April 27, 2025 12:47 PM
To: Finance Committee <financecommittee@cityofmadison.com>; Martinez-Rutherford, Dina Nina <district15@cityofmadison.com>; Park Commission <pacommission@cityofmadison.com>
Cc: STRICKERAMFAMFOUNDATION@amfam.com; Knepp, Eric <EKnepp@cityofmadison.com>
Subject: No to Cherokee Marsh conservation park exclusivity for a golf tournament (87830)

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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
3717 Richard St

From: Matthew Peterson <matt@swonders.com>
Sent: Wednesday, May 14, 2025 1:42 PM
To: Park Commission <pacommission@cityofmadison.com>
Subject: Comments on Agenda Item #12, Use of City Conservation Park by Golf Tournament

[You don't often get email from matt@swonders.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Hello -

Please post these comments for tonight's meeting.

Thank you.

Matt Peterson

Proposal to Permit the Use of Cherokee Marsh Conservation Park - North Unit for Commercial Activity

OVERVIEW

We recommend that the Board of Park Commissioners of the City of Madison reject the Proposal as presented because it represents a major change in park policy that is not in the public interest.

We oppose this change in policy because:

1. It proposes an unprecedented policy change: to make money for Madison Parks by selling use of a city conservation park for commercial activity. It puts the conservation park at risk, undermining the Common Council's Purpose and Intent in MGO 8.40.

2. The Event Organizers represent that they've been working with the City, including Madison Parks, for nearly two years, yet the the City has delayed acting on this until now, then rushing us through the process to secure city approvals within a five-week period immediately before the Event.

3. The proposed Agreement appears to be a de facto change to a City ordinance without the required amendment process and without robust public discussion and input normally required for an ordinance change.

If the City is determined to approve the Proposal, then we must rise to meet exceptional policy change with exceptional protections, because these protections will be precedents for use of all 19 conservation parks in the future. We recommend:

1. The Agreement should be strengthened to protect the Park and the public interest.

2. Madison Parks' implementation plan should be strengthened and adequately funded, particularly with respect to the effective monitoring essential to ensure that the Park rules and the Agreement terms are being rigorously met.

3. City officials should review the proposed $14,000 usage fee to be paid by Event organizers to ensure that it is appropriate for the unprecedented change in Conservation Park policy and that it is commensurate with the expenses required for proper implementation.

Proposal to Permit the Use of Cherokee Marsh Conservation Park - North Unit for Commercial Activity
DETAILED INFORMATION AND ANALYSIS

Introduction

This document has been compiled by neighbors and users of Cherokee Conservation Park - North Unit. It is in response to the lack of a single, organized body of information about the Proposal and to the lack of a focal point for advocating a specific course of action.

The authors have done their best to represent the situation, despite the lack of timely and comprehensive information. And despite a rigid public approvals process that does not encourage dialog to obtain better understanding among the parties.

The authors are enthusiastic users of Madison's conservation parks. They see the conservation parks as underfunded in the city budget and appreciate the work Madison Parks does despite staffing limitations. But Madison Parks, our Alders, our Mayor and others have to understand that business-as-usual does not apply in this case. We must be willing to think critically about this exceptional change in conservation parks policy. Remember the adage, "When we want something in the worst way, that is usually how we get it."

Respectfully submitted by Marsha Cannon, Susan McMurray and Matthew Peterson

References

Event - PGA TOUR Champions American Family Insurance Championship

Event Organizers - Steve Stricker American Family Insurance Foundation, Inc.

Event's Primary Venue - TPC Wisconsin (formerly Cherokee Golf Course)

Madison Parks - City of Madison Parks Division Parks

Park - Cherokee Marsh Conservation Park, North Unit

BPC - City of Madison Board of Park Commissioners

MGO 8.40 - Madison General Ordinance 8.40, *Preservation of Conservation Parks*

Quotations from the Event Organizers not otherwise attributed are from two documents of answers supplied to Alder Glenn by the Organizers.

Neighborhood Meeting - The virtual neighborhood meeting held on the evening of May 13. We thank Alders Glenn and Matthews for organizing this meeting. Over 150 neighborhood residents heard, many for the first time, about the impact of this Event which has been in planning between the Event Organizers and City staff for two years. Residents expressed their thanks for the meeting, asked questions, and wished they had heard about the Event impact much earlier.

Reasons for opposing the Proposal as not in the interest of the Park or the public

1. Unprecedented change in Madison Parks policy

   The use of a City Conservation Park for commercial activity benefiting a private enterprise and for raising Madison Parks operating funds is clearly at odds with the Common Council's vision for the City Conservation Parks. MGO 8.40 says

   Purpose and Intent.

   Findings . The Common Council finds that its conservation parks program contains unique plant communities, wildlife populations, geological functions, and historical sites; large and diverse wetland systems; and relatively undisturbed examples of native biological communities.

   Intent . The Common Council declares that it is important to the residents of Madison that the City preserve Madison's native landscapes, its plant and animal populations for residents' careful use and full enjoyment. The following regulations are enacted to secure this natural beauty and the concomitant recreational opportunities for current and future generations.

2. Risk to the Park

   The conservation park sustains a much more diverse population of wildlife than does the neighboring golf course. Various species are migrating, breeding and raising young in the park this time of year. No assessment of the potential impact of Event use of the Park has been shared by either Madison Parks or the Foundation.

   There appears to have been no sharing of relevant data between the Event Organizers and Madison Parks, as the Organizers note when they wrote, "We would need to understand the estimated vehicle volume for a standard June week to better investigate this."

   The Event Organizers report that they have retained a company which provides sustainability and zero-waste consulting services to golf courses. The Organizers write that among the company's services are, "Environmental planning/assessment Pre-event discussions with tournament team to understand sensitive zones (e.g., wetlands, habitats, water sources) and ensure Event operations avoid or mitigate impacts in those areas."

   It is unclear if this company's service includes areas outside the course itself such as the conservation park. The extent of the company's collaboration with Madison Parks has not been shared. The results of this assessment and its impact on Event operations has not been published.

   We were also told at the May 13 Neighborhood Meeting, in response to concerns about harm to the park, that the Event Organizers have "requirements" for vendors, but those requirements appear not to have been shared.

3. Rushed timeline is inadequate for securing best outcome

   The Event Organizers state in an April 14 letter to the Common Council, “Since our initial outreach to the city in 2023, our organization has been working with…Madison City Parks.”

   Yet, it appears that no information was shared about what was happening between the Event Organizers and Madison Parks during 2023 and 2024 and only sporadic and incomplete information was made available beginning in March 2025. The first written information shared with the public was the above-mentioned letter from the Event Organizers. Madison Parks did not submit a written document to the Common Council until May 9, 2025.

   That letter states, “The Parks Division has met with the Friends of Cherokee Marsh about the impacts to the park and received feedback …

   This does not represent comprehensive community input. Madison Parks did not meet with a substantial number of Friends, but rather with a few leaders. The short time Madison Parks staff was given in which to seek input not only caught the Friends' leaders off guard, but also made it impossible for the leaders to discuss the concerns with the wider membership. Parks apparently never asked if the leaders had polled the full membership on its views about this issue. (They had not.) Parks apparently never asked the leaders if they had solicited questions from the full membership. (They had not.) Furthermore, Friends has positioned their role in this matter as information sharers, not advocates. Those of us who are Friends members and who wish to advocate for the best possible outcome in this matter have had to do our own research and undertake our own advocacy.

   Proponents of rushing through approval might argue that it is too late in the game to consider all the ‘new’ issues covered in this document. It is only late in the game because the game has been rigged that way.

4. De facto attempt to change Conservation Park ordinance

   MGO 8.40 does not allow for either commercial activity in conservation parks or for conservation park facilities to be rented to private parties.

   If Madison Parks wishes to change this, it should have worked to amend the ordinance, with all the openness and public participation that entails. Two years would have been more than enough time.

   Instead, we are seeing a major change in conservation park policy being rushed through under the guise of a rental agreement approval.

Recommendations for improving the Proposal

1. Strengthen the Agreement

   The draft agreement presented to the Common Council is vague, is inappropriately favorable to the Event Organizers, and lacks protections for the conservation park and for the public.

   There are many improvements needed in the agreement and are detailed in Appendix A. Two are critical.

   First, the draft Agreement needs to specify permitted commercial uses of the conservation park facilities being rented.

   The Event Organizers are repeatedly making last-minute changes to their plans for conservation park use.

   For example, in their letter to the Common Council, The Event Organizers identified “food & beverage”, a use which could have a very significant impact on a conservation park. But a few weeks later, they wrote in a response to questions that, “Food and beverage services will not take place in the lot area…” But that could change again.

   Under the current draft Agreement, new decisions on any and all uses are possible up to and during the Event.

   Second, the draft Agreement needs to hold the Event Organizers accountable for the behavior of all their affiliated parties -- “...its members, representatives, agents, contractors, subcontractors, and invitees…”.

   The Event Organizers must specifically commit to (1) follow all park rules and agreement terms, (2) educate their affiliates about those rules and terms, and (3) monitor their affiliates’ compliance with those rules and terms.

   The importance of these commitments is illustrated in “Lessons” section, below.

2. Strengthen Madison Parks monitoring of the park rules and the Agreement terms

   Frequent users of Cherokee North know that monitoring of the Cherokee North is minimal.

   The Lesson section below illustrates how the current monitoring regime failed to detect an obvious commercial use of the Southern parking lot.

   Madison Parks operates under significant budget constraints which might limit more effective monitoring. But this exceptional change in conservation parks policy demands that Madison Parks step up to exceptional monitoring

   This is a City with a $400 million budget, thousands of employees, and another $14,000 coming in from the park rental. If the City can’t figure out how to help Madison Parks set a high standard for monitoring the commercial use of conservation parks, then it should not do this deal.

3. Carefully assess the sufficiency of the $14K Usage Fee

   Is the $14,000 rental fee appropriate for renting out public conservation land to a private enterprise for commercial activities? Cherokee North is not a recreational facility like Warner Park or Breeze Stevens.

   Is the fee sufficient to generate significant net revenue after covering expenses for effective monitoring during the period before, during and after the Event. For a post-Event impact assessment? For other activities appropriate to establishing an unprecedented change in conservation park policy? How this Event is executed will set precedent for the future.

Lessons from the late April incident at Southern Parking Lot

TPC Wisconsin, the Event Organizers' largest "contractor", has been visibly engaged in preparing the course for the Event for over a month.

A private company set up an herbicide operation base station in the Southern parking lot of Cherokee North during the week of April 21, using a substantial part of the parking lot for equipment and supplies. They identified themselves as working for TPC. Under the Agreement, this makes them a "subcontractor" to the Event Organizers, since TCP is the primary "contractor".

And this multi-day special herbicide application happened despite assurances from the Event Organizers at the May 13 Neighborhood Meeting that the Event required no special herbicide applications.

What are the lessons learned from this incident?

First, this demonstrates that the Agreement needs to be very specific about conservation park use, as "herbicide operation base" had never been publicly identified as a potential use.

Second, this use demonstrates that the Event Organizers have not adequately educated its contractors and subcontractors about park rules, which addresses use of "pollutant" and "chemical and other agent." Nor are Event Organizers monitoring compliance.

Third, the use of the conservation park lot prior to June 2 demonstrates that the Event Organizers have not adequately educated its contractors and subcontractors about the Agreement terms. Nor are Event Organizers monitoring compliance.

Fourth, when questioned about this, the Event Organizers denied affiliation with their subcontractor, writing "It may have been a TPC club vendor." This absurd interpretation of the proposed Agreement terms suggests that compliance only by direct employees of the Event Organizer – a very small percentage of those working on the Event – are the Event Organizer's responsibility. The Agreement has to be clarified to hold Event Organizers responsible for educating and monitoring all "...its members, representatives, agents, contractors, subcontractors, and invitees…" If the Foundation cannot hold its primary contractor accountable for complying with Park Rules and the Agreement terms, this Agreement should be rejected.

Finally, the current Madison Parks monitoring scheme affords insufficient protection for commercial use of the Park as demonstrated by Madison Parks apparently being unaware of this obvious operation for an entire week until alerted by a park user at the end of the week.

That this incident might not have harmed the park is not relevant to the lesson learned. The next incident might, so we need to avoid them in the first place. Both the Agreement and Madison Parks monitoring must be strengthened.

Appendix A - Recommendations for Strengthening the Agreement

1. Paragraph 4 references the Foundation's "members, representatives, agents, contractors, subcontractors, and invitees." These need to be grouped for reference throughout the document.

For example, "members, representatives, agents, contractors, subcontractors, and invitees (Affiliates)."

2. In Paragraph 5.D, the Foundation "acknowledges" its use of the conservation park facilities. This provision needs to be strengthened so that the Foundation accepts responsibility for the Event complying with park rules and the terms of this Agreement.

For example, "The Foundation is responsible for ensuring the Event complies with park rules and the terms of this Agreement, including by meaningfully educating its Affiliates about the rules and terms and by effectively monitoring its Affiliates' compliance with the rules and terms."

3. Paragraphs 4 and 5.D appear to be contradictory as to the permitted hours of use. Paragraph 4 needs to be explicit.

For example, "Beginning on June 2, 2025 through June 8, 2025, and from 4:00 am to one hour after sunset for each of those days. (the "Period of Use")."

4. Paragraph 5.A of the Agreement is ambiguous about the permitted use of the conservation park facilities. At this late date, it can be very explicit.

For example, "The Foundation may use the Northern Lot for controlled off-site parking for Affiliates, the Southern Lot for broadcast media operations, and the Driveway for moving traffic only. All other uses are not permitted. "

(Based on the Organizers's statement during the May 13 Neighborhood Meeting, it now appears that use of the Northern Parking Lot is undefined .)

Paragraph 5.A refers to "streamlined load-in/load-out . . before, during and after the Event." This statement is vague and instead should refer to the Period of Use.

For example: Foundation is hereby granted the authority to use the Parking Lots and Driveway during the Period of Use as needed to facilitate the Event, including using them as a streamlined load-in/load out area during the Period of Use.

5. Paragraph 5.B states “Access to the Parking Lots and the Driveway may be limited or controlled by the use of passes issued by the Foundation or associated with the Event, including passes sold by the Foundation or others with the Foundation’s permission.”

There has been no discussion of the Foundation directly monetizing the use of the conservation park. This final clause, “including passes to be sold…permission” should be dropped.