

Dear Mayor Soglin and Members of the Common Council,

I am writing to voice my concerns regarding the lack of public engagement prior to issuance of the RFP for "placemaking" in Olbrich Park. Despite supporting the concept to add boat rentals to the park, I believe it was a tremendous error to omit the current stakeholders and Community at large from a conversation about how to improve the park and increase Community use.

Additionally, I am very disappointed that the Parks Department yet again neglected to utilize the RESJ tool as part of this project. Olbrich Park provides free lake access for the entire Community and is one of a limited number of places in Madison where people from all communities gather. Why did the key Park Stewards choose to neglect the voices of park users?

I believe boat rentals are a perfect fit for a park on a lake and that the addition will be a success due to the well-established, industry leader that was awarded this proposal. I am increasingly concerned that the autonomy afforded to the Parks Department has produced two "placemaking" projects that did not include any component of basic "placemaking" prior to issuing the RFP and overlooked the value and need for a RESJ analysis.

I have included three errors in the Use Agreement that I noticed as I read it initially. I have only read two Use Agreements issued by the Parks Department and I have found errors in both agreements. Perhaps a proof read is appropriate prior to entering them into Legistar.

Thank you,

Jenn Jackson

### **Rutabaga Use Agreement**

Page 8, 5. Conditions of Use.

p. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the Zoning Administrator. Additionally, the Permittee shall post a readily observable sign at the Premises stating the Permittee's name, the Operating Agent and contact information as set forth below in Section **Error! Reference source not found..**

Page 11, 5. Conditions of Use.

11. Designated Representative. Permittee shall designate a Contract Agent with primary responsibility for the oversight of this Agreement. In case the Contract Agents are replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agents, Permittee will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section **Error! Reference source not found..**

Additionally, I provided this with the Parks Commissioners but am not sure if it was addressed. Both the Olbrich Biergarten Use Agreement and the Rutabaga Use Agreement state that each business will be responsible for 100% of the cost of the utilities, see below.

#### **Biergarten**

Utilities. Permittee is responsible for 100% of water, sanitary sewer, stormwater and gas and electric costs at the Premises. City will provide Permittee with the relevant meter data for the Premises. The failure to pay these bills by the due date is a default under Section 27. If Permittee fails to pay these utility bills and the City terminates this Agreement, the unpaid utility bills will be deducted from any remaining security deposit under Subsection s below.

#### **Rutabaga**

Utilities. Co-Occupant is responsible for 100% of water, sanitary sewer, stormwater and gas and electric costs at the Premises. City will provide CoOccupant with the relevant meter data for the Premises. Permittee shall assume responsibility for utility costs in the event there is no Co-Occupant