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Dear Plan Commission,

As you know, the proposed repeal of the ordinance establishing the Edgewood Campus Master Plan came before the Madison Plan Commission on November 11, 2019. At that meeting, there were a number of claims made about Edgewood, the Master Plan, and Edgewood's students' use of the on-campus athletic field that were inaccurate. These statements clearly had an impact on the Plan Commission's deliberations and vote. However, because the November 11th Plan Commission meeting was closed for public comment, Edgewood had no ability to correct the record during the meeting. This letter will provide facts about those claims.

Claim #1: A vote for repeal of the ordinance adopting Edgewood's Master Plan would be a vote to repeal "all the neighborhood contributions that have been made since Edgewood's first Master Plan was developed in 1997 because they're subsumed into the current Master Plan" in sections 4.2 and 4.3.

Facts: The agreements between Edgewood and the neighborhood associations are not part of the Master Plan. In a memorandum prepared for Plan Commission by the Planning Division dated March 24, 2014, the Planning Division stated that the neighborhood agreements "are included in the plan by reference," but qualified "that the City is not specifically a party to the agreements in section 4.2 and 4.3, and enforcement of those agreements rests outside of the City's zoning powers." (See Planning Division Staff Report, dated March 24, 2014, p.7 (attached).)

Claim #2: A limit on outdoor lighting is included in the Master Plan.

Facts: The Master Plan does not make any commitment on outdoor lighting beyond the commitment to follow the City's generally applicable standards for pedestrian safety, building code requirements, and dark sky compliant light fixtures. (See Master Plan § 3.6.7, p.40.) As the Zoning Administrator stated at the November 11th meeting, the Master Plan simply calls for "compliance with the City's lighting ordinance that talks about lighting of buildings and lighting of areas." The Zoning Administrator also stated that compliance with the City's lighting ordinance is judged by measuring glare and light "castoff past the lot line", and confirmed that Edgewood's light levels are "acceptable" within this standard.

Claim #3: The noise produced from the use of the athletic field violates the law.

Facts: Edgewood has never received a noise ordinance violation from activities on its athletic field and is in compliance with the City’s sound ordinances. Edgewood has not erected any permanent sound or public address infrastructure. It uses rudimentary, portable devices to make short announcements at a reasonable volume during daytime games and track meets. There is no evidence that the decibel level of those announcements is higher than at any other outdoor high school athletic complex. Additionally, the Zoning Administrator confirmed at the November 11th meeting that the City and Edgewood have discussed the use of this equipment for making announcements during games. He also confirmed that “[t]he City’s noise ordinance doesn’t relate to [sound from portable, temporary equipment] like it does to . . . fixed equipment noises, like point of sound noises. So the discretion of the noise is at the authority of the Police Department to determine if the noise is disturbing the peace.”

Claim #4: The neighborhood has indicated that they would support “reasonable daytime use” and has encouraged Edgewood to apply for an amendment that would allow that.

Facts: Edgewood has had the right to unlimited daytime use of its athletic field since 1927. The neighborhood association’s offer to negotiate limited daytime use is therefore not a compromise, but rather an effort to reduce Edgewood’s use of its athletic field below its historical use. Again, all of the City’s public high schools have the right to unlimited use of their athletic fields both day and night. This “compromise” would therefore bar Edgewood from being treated the same as the City’s public high schools.

Claim #5: Edgewood has dramatically increased the “frequency and intensity” of use of its athletic field in 2019, but only hosted 4 to 5 games a year before adopting the 2014 Master Plan.

Facts: As an initial matter, the number of games Edgewood plays on its athletic field is not relevant. The repeal of the Master Plan is, in the words of City Attorney Mike May, designed to “place [Edgewood] on equal footing with other high schools.” All of the City’s public high schools can and do play as many games as they want on their athletic fields, day or night. There is no evidence that Edgewood uses its field any more or less frequently than other Madison high schools.

The degree to which Edgewood used its field before 2019 was also not accurately presented. Since at least 1989, Edgewood has used its field, track, and the surrounding green spaces on a daily basis during the Spring and Fall seasons for outdoor practice (weather permitting), complete with coaches’ whistles, drills, and scrimmages. Practices are every bit as “intense” as games. Each year during the 1990s and 2000s, Edgewood regularly hosted football and soccer games on the field, and hosted multiple high school, parochial grade school, and youth league track and field meets on its track. Edgewood has never counted the number of powderpuff flag football or ultimate frisbee games held on its campus because those activities are sponsored by student clubs, not the athletic department, but both have been regularly held outside on Edgewood’s campus for decades.

The recent increase in games on the athletic field coincided with needed improvements completed in 2015, including synthetic turf, an updated track, and a modern scoreboard. Edgewood now has a state of the art athletic facility on its campus that was properly permitted and approved by the City – of course Edgewood is using it more. The only reason the number of games held today is greater than the 25-year period before the Master Plan was enacted is that the quality of the field before the improvements was not sufficient to sustain that level of use. The increased use of the field since completion of the upgrades is not unique to Edgewood. High schools nationwide are experiencing an uptick in the use of their athletic fields as they add new sports to their athletic programs and make their fields available to other programs in their communities, like Edgewood has.

Claim #6: Edgewood played games on the field after being told that games weren't allowed.

Facts: The City has repeatedly agreed that games could continue on Edgewood's athletic field while the legal processes remained pending. First, after the City issued Edgewood a notice of violation in April 2019, Assistant City Attorney John Strange told Edgewood's attorneys that per M.G.O. § 28.205(5)(d), enforcement of the alleged zoning violation would be stayed pending the outcome of Edgewood's petition to the Zoning Board of Appeals. Second, on July 12th, after the ZBA denied Edgewood's petition, City Attorney Mike May sent a letter to Edgewood's attorneys, stating that the City "will take no further enforcement steps" without notice and that Edgewood "does not face the threat of any prosecution or other enforcement actions by the City." Third, the City and Edgewood entered into a stipulation in the federal lawsuit, which the judge adopted as an order, that the City "will not take any enforcement action against Edgewood pertaining to its use of its athletic field without first giving Edgewood 90 days' written notice." Copies of the ordinance, letter from the City Attorney, and the federal court stipulation are attached.

Claim #7: Edgewood took advantage of the Master Plan to streamline the development outlined in the Master Plan, and wants to jettison the Master Plan now that it has achieved its development goals.

Facts: Of the 20 planned development projects outlined in the Master Plan, Edgewood has received formal approval for only three (excluding projects added to the Master Plan by amendment). Should Edgewood wish to complete one of the remaining 17 projects in the Master Plan, it will need to do so through the City's conditional use permitting process. That is intended to be a more difficult and time-consuming process than the limited architectural review that would occur if the Master Plan remained in place.

It is our hope is that this information will help you to make a determination based on the facts and standards that govern your deliberations.

Finally, omitted from the presentation and discussions during the November 11th meeting was any consideration of the interests and well-being of the thousands of children and young adults that attend school on the Edgewood campus every day. These are the souls that we have made it

our mission to educate and cultivate, and it is for them that the three Edgewood institutions seek to repeal the ordinance establishing its Master Plan. **It would be a shame if inaccurate claims and subjective views of the public interest prevailed over the right of Edgewood's students to be treated equally with students at the City's public high schools.**