

From: Marie Trest <mttrest@gmail.com>

Sent: Monday, November 11, 2019 9:31 AM

To: Stouder, Heather <HStouder@cityofmadison.com>

Cc: Evers, Tag <district13@cityofmadison.com>; Parks, Timothy <TParks@cityofmadison.com>; Tucker, Matthew <MTucker@cityofmadison.com>

Subject: Re: File 56839: Game use of Edgewood field

Dear Plan Commissioners,

I would like to provide an update on Edgewood High School practice field use now that the fall season has ended. Over 75 competitive games were played in 2019 including at least 23 games that did not involve Edgewood High School teams. This is not a complete list, as Edgewood would not provide a schedule of field use to the neighborhoods. In contrast, in the years before the current Master Plan took effect, there were 4 and 5 games played on the field.

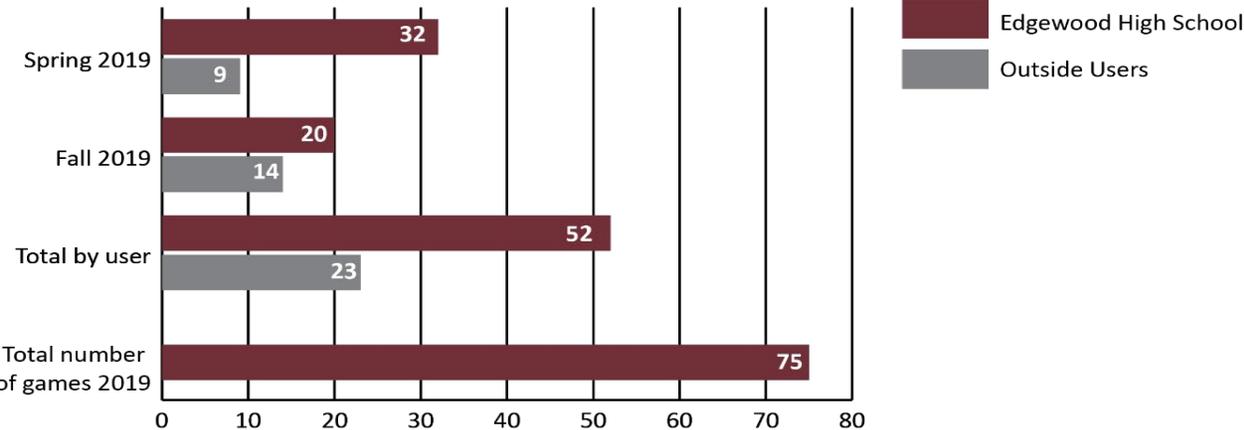
Maintaining the Master Plan provides a clear mechanism to change field use while providing for public input - the Master Plan Amendment process. Repeal of the Master Plan would result in questions about how the intensity of field use, such as the over 15 times increase in games this year, would be regulated. How would new uses be regulated such as the addition of outside users (rentals?)? Would a conditional use process be triggered?

Repeal of the Master Plan would result in immediate negative consequences for the surrounding neighborhoods in terms of the livability and enjoyment of property. I have included a sample of noise levels from different activities in the attached file, so you could learn what neighbors have experienced this year. Neighbors worked for years to negotiate a 10-year agreement with Edgewood so that we would not bear the burden of constantly addressing these issues.

The most logical solution is to maintain the Master Plan as agreed upon and to use the MP amendment process to address the daytime use of the field by Edgewood High School teams.

Respectfully,
Marie Trest
2310 Monroe St

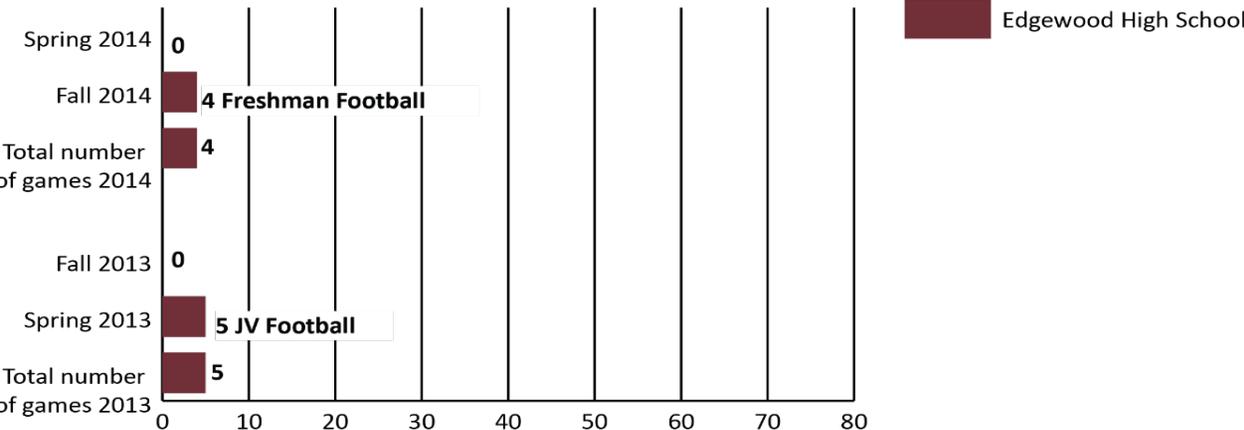
Competitive games observed by neighbors* in 2019 on Edgewood High School practice field



*incomplete list; Edgewood refused to provide a schedule of field use to the neighborhood.

Games on Edgewood High School practice field, before surface update

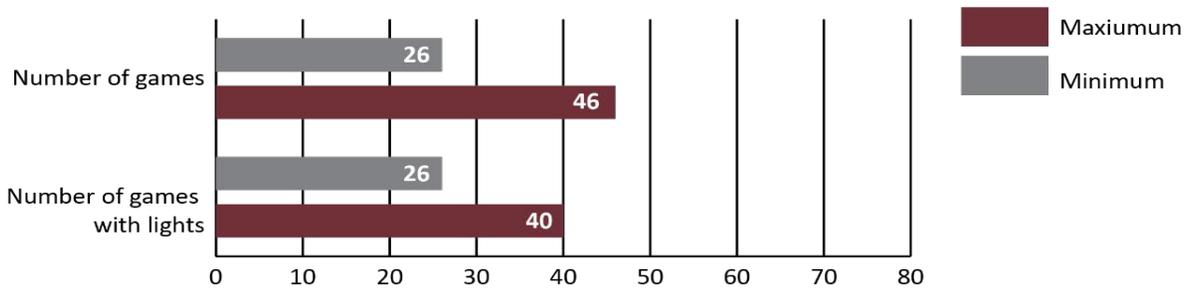
Data from BadgerConference.org



Proposed number of games Edgewood High School in 2018

Master Plan amendment presentation

Edgewood's Goodman Athletic Complex Presentation, 3 October 2018



Competitive Daytime Games observed by neighbors* in 2019 on Edgewood High School practice field

Non-Edgewood High School use identified in bold typeface

*not complete list; Edgewood refused to provide a schedule of field use to the neighborhood.

<i>Spring 2019</i>	<i>sport</i>	<i>example noise levels</i>
26 March 2019	Varsity Soccer, girls	
29 March 2019	Varsity Soccer, girls	
30 March 2019	Varsity Soccer, girls	West Salem vs Belleville
30 March 2019	Varsity Soccer, girls	
2 April 2019	Varsity Soccer, girls	
6 April 2019	Lacrosse, men	WI red vs Iowa
6 April 2019	Lacrosse, men	UW Whitewater vs WI red
6 April 2019	Lacrosse, men	Iowa vs UW Whitewater
12 April 2019	JV2 Soccer, girls	
13 April 2019	Lacrosse, men	Great Lakes
13 April 2019	Lacrosse, men	Lacrosse League
13 April 2019	Lacrosse, men	College
13 April 2019	Lacrosse, men	Tournament
16 April 2019	JV2 Soccer, girls	
18 April 2019	Varsity Lacrosse, boys	
18 April 2019	JV Lacrosse, boys	
23 April 2019	Varsity Lacrosse, boys	
29 April 2019	JV2 Soccer, girls	
30 April 2019	Varsity Lacrosse, boys	whistles 76dB at house
30 April 2019	JV Lacrosse, boys	
3 May 2019	Varsity Soccer, girls	
5 May 2019	Middle School Track Meet, coed	pistol 73dB at house
6 May 2019	Varsity Lacrosse, boys	
6 May 2019	JV Lacrosse, boys	
7 May 2019	Track Meet, coed	
11 May 2019	JV Lacrosse, boys	
11 May 2019	Varsity Lacrosse, boys	
18 May 2019	JV Lacrosse, boys	
18 May 2019	Varsity Lacrosse, boys	
21 May 2019	Varsity Lacrosse, boys	
21 May 2019	JV Lacrosse, boys	
22 May 2019	Ultimate, girls	
23 May 2019	Varsity Soccer, girls	amplified sound 66-70dB at house
29 May 2019	Varsity Lacrosse, girls	

Competitive Daytime Games observed by neighbors in 2019 on Edgewood High School practice field, continued

Non-Edgewood High School use identified in bold typeface

<i>Spring 2019, cont.</i>	<i>sport</i>	<i>example noise levels</i>
30 May 2019	Varsity Soccer, girls	
30 May 2019	Lacrosse, boys	
1 June 2019	Varsity Soccer, girls	
1 June 2019	Lacrosse, girls	
5 June 2019	Varsity Lacrosse, girls	
6 June 2019	Varsity Soccer, girls	amplified sound 66-70dB at house
8 June 2019	Varsity Soccer, girls	crowd noise over 74dB with peaks at 84 dB at house

Summer 2019 use

26-27 June 2019	Commercial Football Camp: Jeff Trickey Quarterback Camps	
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<i>Fall 2019</i>	<i>sport</i>	<i>example noise levels</i>
22 August 2019	JV-2 Football, boys	
30 August 2019	Varsity Soccer, boys	
5 September 2019	Varsity Soccer, boys	
7 September 2019	Varsity Soccer, boys	
8 September 2019	Club Lacrosse, boys	
8 September 2019	Club Lacrosse, boys	whistles 71dB at house
8 September 2019	Club Lacrosse, boys	
12 September 2019	JV-2 Football, boys	
15 September 2019	Club Lacrosse, boys	
15 September 2019	Club Lacrosse, boys Sun Prairie vs Verona	
15 September 2019	Club Lacrosse, boys Deforest vs Oregon	
19 September 2019	JV-2 Football, boys	
23 September 2019	"powderpuff" event	6:30-6:47 am crowd noise peaks over 80dB inside bedroom
24 September 2019	"powderpuff" game	6:49 am crowd noise 82 db, whistles over 70 dB inside bedroom
27 September 2019	Varsity Soccer, boys	
29 September 2019	Club Lacrosse, boys Sun Prairie vs Oregon	
29 September 2019	Club Lacrosse, boys	

Competitive Daytime Games observed by neighbors in 2019 on Edgewood High School practice field, continued

Non-Edgewood High School use identified in bold typeface

Fall 2019, cont. sport

29 September 2019	Club Lacrosse, boys	Verona vs DeForest
3 October 2019	JV-2 Football, boys	
6 October 2019	Club Lacrosse, boys	
6 October 2019	Club Lacrosse, boys	Oregon vs Verona
6 October 2019	Club Lacrosse, boys	DeForest vs Sun Prairie
13 October 2019	Club Lacrosse, boys	Verona vs DeForest
13 October 2019	Club Lacrosse, boys	
13 October 2019	Club Lacrosse, boys	Oregon vs Sun Prairie
17 October 2019	JV-2 Football, boys	
20 October 2019	Club Lacrosse, boys	
20 October 2019	Club Lacrosse, boys	DeForest vs Oregon
20 October 2019	Club Lacrosse, boys	Verona vs Sun Prairie
24 October 2019	Varsity Soccer, boys	
26 October 2019	Flag Football, coed	Madison Area Independent Sports League tournament
27 October 2019	Club Lacrosse, boys	
27 October 2019	Club Lacrosse, boys	
27 October 2019	Flag Football, coed	Madison Area Independent Sports League tournament
3 November 2019	Club Lacrosse, boys	Oregon, Verona, and other teams
3 November 2019	Club Lacrosse, boys	Oregon, Janesville, Verona and other teams

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

From: Dave Abbott <dhabbott007@gmail.com>

Sent: Monday, November 11, 2019 2:35 PM

To: All Alders <allalders@cityofmadison.com>

Cc: Stouder, Heather <HStouder@cityofmadison.com>

Subject: Vote NO on #56839 Repeal of the Campus Master Plan

Dear Members of the Madison Common Council,

We urge you to vote NO on ordinance #56839 (Repealing the Campus Master Plan for Edgewood Campus) to protect the integrity of the public process. Keep the master plan.

We have lived on West Lawn Ave for 28 years and raised a family there. We truly appreciate and respect the open public process that led to the current Master Plan for Edgewood campus. It has helped keep a healthy balance between Edgewood High School's ambitions and those of the immediately surrounding neighborhoods.

Thank you.

David Abbott
2309 West Lawn Ave
Madison WI 53711

and

Angela Abbott
2309 Westa Lawn Ave
Madison, WI 53711

From: Bob Meyer <bobmeyer22@gmail.com>

Sent: Monday, November 11, 2019 2:52 PM

To: Stouder, Heather <HStouder@cityofmadison.com>; All Alders <allalders@cityofmadison.com>

Subject: Fwd: Edgewood Master Plan and

Dear Members of the Plan Commission:

I live at 812 Woodrow Street (across from the athletic field) and I **strongly oppose** the ordinance which would repeal the CI zoning master plan for Edgewood Campus. The Master Plan was put into place after years of planning, work and negotiation by all three of the campus entities as well as the surrounding neighborhood associations and the city planning department. Many components of the master plan that were agreed upon, have already been implemented.

Our home is directly opposite the existing field and the stands which, while facing the field -- direct all crowd noise right at our front doors (away from the majority of campus). The athletic field is simply situated too close to surrounding houses to allow for any buffering of noise, light or amplified sound from activities on the field. The current level of noise coming from field use outside school hours has already impacted the use, value and enjoyment of our home. Even with the windows shut, every shout, whistle, announcement, and cheer is audible in every room of our home. Please consider our right to a reasonable amount of peace in our homes.

Thank you for your time.

Robert Meyer

812 Woodrow Street

Madison, WI

From: Shawn Schey [<mailto:shawnschey@yahoo.com>]
Sent: Tuesday, December 3, 2019 6:58 PM
To: Stouder, Heather <HStouder@cityofmadison.com>
Cc: Evers, Tag <district13@cityofmadison.com>
Subject: Repealing Edgewood's Master Plan

Heather, please share this email with our Plan Commission members. Thank you!

Dear Plan Commission Member:

I just learned that the lawsuit that Edgewood, Inc. has charged against the City of Madison has a projected trial date of March 2021.

Is there any reason to hustle through a recommendation for a "Mexit" (exit of Master Plan) next week when the lawsuit will hang out there another year-and-a-half?

As you know, allowing them to exit will mean land-use changes and building project proposals that will need to be pursued through conditional use approvals instead. With each of the three schools pursuing their own interests independently, project by project, absent an overall campus framework plan, there is an increased likelihood for contention to develop among the schools themselves. The neighborhoods and the city departments will be taxed with refereeing every step of the way.

This piecemeal approach will not lead to sound decisions that benefit anyone. This is what it was like in the 1990's before the neighborhoods and city got them to do a Master Plan.

Please don't recommend a Mexit to the Common Council next week.

Shawn Schey
878 Woodrow St

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

From: PATRICIA ALEA <pvalea@aol.com>

Sent: Wednesday, December 4, 2019 1:50 PM

To: Stouder, Heather <HStouder@cityofmadison.com>

Subject: Plan Commission (at-a-glance) Edgewood statements.

Heather,

I apologize for sending this in email format! Please forward to members of the Plan Commission prior to the 12/9 meeting for their quick review! Many thanks!

(If pdf is preferred, let me know... I wanted to make certain highlighted areas were visible thus the photos!).

All best,

Pat Alea

Edgewood

Continued from Page A1

very rewarding that, in my sophomore year of serving as president, we will have new turf."

The renovation of the current facility will be named the John A. & Robert D. Goodman Athletic Complex. It will provide cutting-edge training surfaces for track-and-field training as well as state-of-the-art artificial turf for outdoor sports, including football, baseball, softball, soccer, track and field, lacrosse and ultimate Frisbee.

"The plan is to start construction and to work toward the turf portion of the plan to be completed by Aug. 14," Edgewood athletic director Chris Zwieter said. "The track portion is scheduled to be completed by Labor Day or shortly after."

Because the Goodmans themselves were excellent athletes, and because this complex will serve many ages, Elliott said they would have had future goals in the project.

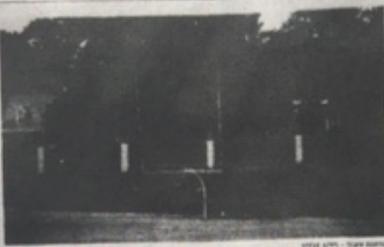
"It's been a goal and a dream for a lot of students and alumni to put together something that was more representative of Edgewood than what we had out there," said Elliott, a 1971 Edgewood graduate.

"When I became president it was one of the things I wanted to focus on."

R.C. Schramka, executive director of the Goodman Foundation, said the foundation was proud to step in as Edgewood's key partner in the project.

"At the University of Wisconsin, John Goodman was a track star. And Lewis and his brother Bob throughout their lifetimes had a passion for physical activity," Schramka said. "This complex will continue their legacy by being a community-wide venue that will serve all of Madison."

Other major project sponsors are the Madison Foundation Inc., Park Bank,



Edgewood High School's new track and turf athletic field is under construction.



An artist's rendering of Edgewood High School's new facility.

the Huggensbergs and Serry families, Jerry and Carol Kirby and an anonymous Edgewood family, with additional support provided by Karin and Steve Givens.

"This is a game-changer for Edgewood and the Madison community," Elliott said. "Our students will benefit greatly, with the best possible conditions to train and compete. It will allow us to hold many more of our practices on campus. In addition, neighbors and members of all ages in Madison will benefit because of our commitment to the community and our central location."

Many sports can play
Zwieter said the central artificial turf area's full length will hold competition fields for football, soccer, lacrosse and softball. The width can be divided into three 10-yard practice fields, allowing different teams or sports to practice at once.

"It will be the best situation you can imagine," said Edgewood girls track-and-field coach Gary Thornton, a coach at the school since 1981. "We stopped competing here in 2009; that's when the track fell apart. We've been using Madison, but the two conference meets that we hosted in 2009 and 2010, and all of our dash were at Monaco Grove."

"It will start with the installation of AstroTurf, the same turf that will be installed at Michigan State and Ohio State this summer," he said.

Elliott noted that one of the main benefits will be improvements in the practice facilities for the school's baseball and softball programs in the spring.

"Our grade-school football team moved to Monaco Grove, and this year it was in Middleton. So even the little kids will be able to come back here."

Zwieter said the project is being managed by the Kuttler Corporation, based in Stevens Point.

"They are famous throughout Wisconsin and the Midwest. They led the job to be done," he said.

"They contact the turf people and the track people and the goal-post people, etc. They supervise and are the project manager of the building of the project. They will bid out and subcontract all the work."

Thornton said the improved running surface also would allow the school to once again partner with groups such as the Madison Weisade Track Club. The facility also will provide a safe, walking surface for neighborhood residents to use for stress walking and jogging.

"West High School already has asked about being able to practice here," Zwieter said. "They spend about \$20,000 per season to bus their kids out to Mansfield Stadium for practice during the track season."

Neighborhood support
According to Elliott, the project has received the support of one neighborhood group that have talked in the past of the idea of turning the facility into a competition site for Edgewood's many athletic programs.

"They're between two neighborhood associations. They have been vehemently

opposed to us having lights or playing games here," he said. "We're really building this to be able to give our athletes the practice facilities that provide the best surfaces possible and to expand the amount of outdoor practices we can hold especially in the spring. That's our goal point."

Zwieter said the football team will continue to play home games at Westfield Stadium at Madison High School, and the Crusaders boys and girls soccer teams will play home games at the Radwin Soccer Complex in Verona.

"The soccer, we made a commitment of \$100,000 three years ago. That's a 10-year deal. Soccer-wise, we have been spending about \$18,000 annually the last few years on a rental facility, transportation, etc., to have our soccer teams go to play and practice. The goal is to keep as many kids on campus as possible."

"Edgewood also contributed \$200,000 to help with the installation of the FieldTurf surface in Middleton, and we start our sixth year for a 10-year contract; they will probably need to replace it in the next two to three years."

Although Westfield Stadium gives the Crusaders football team a stellar site for home games, coach Al Minnert said a new practice field is long overdue.

"That will give us a better place to practice. The field we have now gets in really bad shape quickly," he said. "The field was last renovated in 1977. Getting the artificial turf has always been

my dream."

Madison's field was the first in the area to install an artificial surface, in 2007. Madison's Romeo Stevens field recently converted to artificial turf and will be the site of home games for Madison East, starting this fall. Edgewood also will use Romeo Stevens for the first week of practice, beginning Aug. 7.

"Madison has been great. It's not the perfect situation, but I couldn't ask anything more of Colorado football coach Tim Stoen's cooperation," Minnert said.

Hope springs eternal
Elliott, who was able to compete on both the golf and baseball teams at the same time while he attended Edgewood, is familiar with the challenges of competing in a spring sport in Wisconsin.

"The weather was like this back then," he said, making a reference to heavy rains that played havoc with last week's WIAA state softball tournament at the Goodman Diamond. "That's why we want to create this complex, because it's always going to be a problem. It's just crazy here."

"We've had some good success with our school with athletics," he said. "It's amazing what they have been able to accomplish with some of the conditions."

"Our goal is to eventually have the best facility in the city with regard to the school and athletics and everything," Elliott said. "So this is a great step in the right direction, and one that is very visible."

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Neighbors Approve Edgewood's Practice Field

WISCONSIN STATE JOURNAL

MONDAY, JUNE 15, 2010

MADISON.COM



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Live chat: Join reporter Dean Mosiman at noon today to discuss the different plans for addressing homelessness in Madison.

go.madison.com/live



Suspect lived with victim
Authorities say the woman being held in connection with a local slaying murder lived with the victim.

LOCAL A3



Warriors close in on NBA title

Stephen Curry scores 37 points as Golden State beats Cleveland 104-91 to take a 3-2 lead in the NBA Finals.

SPORTS C1

MAGNA CARTA | 800TH ANNIVERSARY OF FOUNDATION OF MODERN LAW



Installed 100 years ago on the 100th anniversary of the signing of the Magna Carta, a mural by painter Albert Hervey hangs on the south wall of the Wisconsin Supreme Court hearing room at the Capitol. State historians of Boston and Ludger Meiners from the United Kingdom visited the Chamberlin House.

Mural looms large in Capitol



A detail of "The Signing of the Magna Carta" mural depicts a group of men and a dog — a dog named a local sheriff's name.

Before installation 100 years ago, state Supreme Court justices had to be convinced

CAROLYN McDONALD
cmcdonald@madison.com

The Supreme Court hearing room in the State Capitol has had its share of tension. State disputes over the position of chief justice this year took their toll.

Monday marks the 800th anniversary of the signing of the Magna Carta, the document that curbed the power of King John of England and established the foundation of America's modern judicial system. It's also 100 years after a

in the Capitol hearing room. And just like the Magna Carta in 1215, the 100 mural was met with opposition.

The painting hangs large on the left of the Wisconsin Supreme Court hearing room, which is roughly 9 feet tall by 18 feet, 6 inches wide. It's one of the room's four murals, which depict scenes of Wisconsin law: "The Signing of the Magna Carta," depicts English common law, a scene at a trial before Caesar Augustus depicts Roman law, "The Signing of the Constitution" represents federal law and "The Trial of Chief Justice" represents local law.

Justice David Prosser described the Magna Carta mural as "spectacular."

OUTDOOR ATHLETIC COMPLEX
GROUND-BREAKING TODAY

Edgewood launches new \$1.5M upgrade

Officials say facility will be used for practices and will benefit community

DAVID HERRING
dherring@madison.com

When Mike Elliott was a Madison Edgewood High School sophomore in 1975, he was involved in the renovation of the school's current football practice facility on Monroe Street.

Today, Elliott is the school's president. And he has been tasked with shepherding a new project that reflects the beginning of an exciting era in the school's campus.

Edgewood High School will break ground today on a \$1.5 million outdoor athletic complex, made possible by a \$1.03 million gift from the Goodson Foundation. The project's funding will be completed through major gifts from Edgewood families and their associated foundations.

"My sophomore year at Edgewood, I had the idea on that field for a major renovation — when we were just getting nice grass, compared to the dirt hole that it was," Elliott said with a laugh during a phone conversation last week. "So I had it to be



Photo by EDGEWOOD, Page A3



Noise already exceeds legal limit out to 725 feet

Stadium noise would exceed city's noise ordinance out to 2000 feet

Stadium noise would be audible out to at least 3300 feet

Wagra Park

Perry Vase Park

Lake Wagra

SUMMER 2019

Environmental impacts of the proposed Edgewood stadium

David H. Thompson | Wingra Watershed News, [Friends Of Lake Wingra](#)

Edgewood High School intends to improve their Goodman Athletic Complex by adding increased seating and other amenities, along with adding a permanent PA system and lights for night games. In support, they submitted an Environmental Impact Assessment (EIA) dated Jan 10, 2019. The project is strongly opposed by about 80 percent of nearby residents. The controversy arises from possible impacts of the proposed sound amplification and the new lights for night games, because this is no ordinary stadium environment.

The closest residential property is only 148 feet from the edge of the football field, while wetlands along the shore of Lake Wingra are only 0.21 miles distant. The lake is highly valued for its wilderness ambience. It's mostly surrounded by the UW Arboretum, parks, and the Zoo. When paddling on the lake, urban landscape is invisible. At night, it's magical to paddle or walk around its shores, listening to owls or watching fireflies pursue their mates. When so few quiet and dark places can still be found, the lake is indeed a precious resource.

The EIA's overall conclusion is: "No significant environmental impacts are identified". This prediction flows from their conclusion that very little of anything will escape from the field into the neighborhood.

Impacts of proposed loudspeakers

Edgewood High proposes "directional" speakers pointed towards the stands and away from neighbors. However, sound does not travel in straight lines—it can bend around obstacles, pass through walls, and be reflected. While the speakers will face away from close neighbors, the sound they project will bounce off the stadium and especially the large buildings behind the stadium, creating annoying echoes.

Gradations in air temperature and wind can bend sound. For example, on a summer night, the air near the ground quickly cools, while air higher up remains warm. This gradient means that sound that might normally escape upward can bend back toward the neighborhood, increasing sound intensity. It also means that under certain conditions sound can travel over sound barriers and back to ground level, rendering the barriers less effective.

Madison's noise ordinance sets a limit on sound levels reaching residential properties at 65 dBA. Ethan Brodsky found noise from the unimproved stadium frequently exceeded the 65 dBA limit during practice games with small numbers of spectators. The highest level—84 dBA—was measured this spring by Marie Trest during a game with 150-200 spectators.

Impacts of proposed lighting

The EIA evaluates four banks of lights on 80-foot poles, directed down towards the field. They praise the technology of these new LED lights that are supposed to minimize spillover to the neighborhood or sky, sending most of their light to illuminate the field.

But light is not so well-behaved in the real world. First of all, not all of the light will reach the field— some will be scattered in all directions by dust and moisture. The remaining light, even if perfectly aimed at just the field, will bounce off the field and players, into the sky and neighborhood.

Brodsky said: “In their application to the City, Edgewood HS included upward-facing lights (called “punt lights”) that would violate the City’s dark-sky ordinance, but did not mention that they were upward-facing in either the EIA or the light application.”

Unfortunately, this escaping light— creating a glow overhead and illumination equivalent to twilight in the neighborhood, will be an unhealthy color. Edgewood is proposing LED lights with a color temperature of 5700K. These lights actually emit lots of blue—and blue light has the greatest impact on the biological clock of humans, leading to potential insomnia, weight gain, and other unhealthy effects. The AMA recommends a color temperature of 3000K or less.

Even very low levels of light pollution can have profound effects. Under the forest canopy, on a cloudy night, it’s extremely dark. Add scattered light from the stadium, and predators can now see their prey. Animals or people looking toward the stadium will lose their dark adaptation.

Impacts on wildlife and natural values

The EIA concludes: “Long-term adverse biological impacts are not anticipated...” because the immediate project area is developed land. “...Plans will not interfere with any aquatic species.”

But everyone knows how insects from woods or lake are attracted to bright light. The Edgewood stadium light will act like a giant vacuum cleaner sucking aquatic insects out of the wetlands nearby.

Scientists have recently found a decline in insect numbers of over 75% on several continents. Changes in climate and pesticides alone aren’t enough to account for this decline. Because half of all insects are active at night, and because insect declines are greater in areas with light pollution, scientists suspect light pollution is one cause

Likewise, migratory birds are attracted to light, especially when they are lost in fog. In Hawaii, the lights at football fields of three high schools confused fledgling birds, who circled around the lights until they fell, exhausted, to the ground.

While there are many scientific reports about the harmful effects on wildlife, plants, and people of noise and light pollution, relatively little is known of how the pollution causes

harm. One recent study of migratory birds set up a “phantom road” using loudspeakers to broadcast traffic sounds within a natural area. They found fewer birds near the speakers, compared to control areas without speakers, and the birds near the speakers weighed less. Another study suggested why: White-throated sparrows subjected to noise cannot hear the alarm calls of other birds, so they compensate by watching more and feeding less.

.Weak on numbers, analysis, and mitigation .

Brodsky found factual errors in the EIA and the sound study on which it is based. The EIA states that 70 dBA is allowed by the noise ordinance, whereas it’s actually 65 dBA. He adds that the analysis of barrier height needed to reduce escaping noise is flawed, along with the measurement of background noise. He made additional measurements of light levels which contradict the EIA.

Nowhere does the report state the proposed increase in impervious surfaces (roofs, pavement), although I suspect that at least the storage and bathroom areas will have roofs. Nor do they propose how they will improve infiltration using rain gardens. LEED certification will not be sought. They do not propose to lessen effect of lights on migratory birds by restricting games during migration or canceling games on nights when heavy migration is forecast.

.Climate change ignored .

An environmental assessment cannot be taken seriously without an estimation of the project’s carbon footprint. No footprint was calculated here; climate change is not mentioned once in the report.

Climate change is the greatest challenge of this century. All citizens and institutions need to do their part by actually reducing non-renewable energy use. There is no plan in the EIA to offset increased energy use at the stadium by solar generation. What example does it set for Edgewood High students when their school leaders ignore climate change?



PREPARED FOR THE PLAN COMMISSION

Project Address: 2219 Monroe Street and 829-1000 Edgewood College Drive
Application Type: Adopting a Campus-Institutional (CI) District Master Plan
Legistar File ID # [33434](#)
Prepared By: Timothy M. Parks, Planning Division
Report includes comments from other City agencies, as noted.

Summary

Applicant: Maggie Balistreri-Clarke, Edgewood College; 1000 Edgewood College Drive; Madison
Property Owners: Edgewood College, Edgewood High School and Edgewood Campus School
Agent: Doug Hursh, Potter Lawson, Inc.; 749 University Row, Suite 300; Madison

Requested Action: Adopting a Campus-Institutional (CI) District Master Plan for Edgewood College, Edgewood High School and Edgewood Campus School, generally addressed as 2219 Monroe Street and 829-1000 Edgewood College Drive as an integral part of the Zoning Code.

Proposal Summary: *Please see the following sections of this report for more information on the proposed master plan.*

Applicable Regulations & Standards: The Campus-Institutional (CI) District in Section 28.097(2) of the Zoning Code was established to recognize the City's major educational and medical institutions as important activity centers and traffic generators, accommodate the growth and development needs of these institutions, and coordinate the master plans of these institutions with the City's plans, policies and zoning standards requires that any Campus Institutional District created after the effective date of this ordinance submit a Campus Master Plan, which shall be approved as part of a map amendment, and in the absence of said Plan, individual development proposals and changes that exceed 4,000 square feet in gross floor area within any 5-year period shall require conditional use approval.

Review Required By: Plan Commission and Common Council. The Urban Design Commission is required under Section 28.097(7)(a) to approve the building design review standards and guidelines, review procedures, categories of membership, and the language of any deed or plat restriction to implement the master plan.

Summary Recommendation: The Planning Division recommends that the Plan Commission forward Zoning Map Amendment ID 28.022-000117, adopting a Campus-Institutional (CI) District Master Plan for Edgewood College, Edgewood High School and Edgewood Campus School, generally addressed as 2219 Monroe Street and 829-1000 Edgewood College Drive, to the Common Council with a recommendation of **approval** subject to input at the public hearing and the conditions from reviewing agencies beginning on page 8 of this report.

Background Information

Parcel Location: The Edgewood Campus, which consists of Edgewood College, Edgewood High School and Edgewood Campus School, is bounded by Monroe Street on the north, Woodrow Street on the west, Edgewood Avenue on the east and Edgewood Drive and Lake Wingra on the south; Aldermanic District 13 (Ellingson); Madison Metropolitan School District.

Existing Conditions and Land Use: A detailed inventory of the existing buildings on the campus is contained in Section 2 of the master plan document.

Surrounding Land Use and Zoning: The overall Edgewood Campus is surrounded by single-family residences in the Dudgeon-Monroe and Vilas neighborhoods located across Woodrow Street, Monroe Street, and Edgewood Avenue from the campus in the TR-C2 and TR-C3 (Traditional Residential–Consistent) zoning districts.

Adopted Land Use Plans: The Comprehensive Plan identifies the greater Edgewood Campus in the Campus district. The residential neighborhoods that bound the campus are recommended for Low-Density Residential uses, while Edgewood Drive and Lake Wingra are recommended for Park and Open Space.

Zoning Summary: The property is zoned CI (Campus-Institutional District). The bulk requirements in a CI district with an approved master plan are established by the contents of the approved plan.

Other Critical Zoning Items	
Yes:	Landmarks (Indian mounds on campus), Utility Easements, Waterfront Development (along southern edge)
No:	Wellhead Protection, Barrier Free, Urban Design, Floodplain
<i>Prepared by: Planning and Zoning staff</i>	

Environmental Corridor Status: The portion of the Edgewood campus located southeast of Edgewood Drive is located in a mapped environmental corridor, with areas of woodlands, wetlands and floodplain noted (see Map D9) both within the corridor and immediately adjacent. The rest of the campus to the northwest is not located in a mapped corridor.

Public Utilities and Services: The site is served by a full range of urban services, including Metro Transit service on Monroe Street.

Proposed Master Plan

Edgewood College, Edgewood High School and Edgewood Campus School are requesting approval of a Campus Master Plan for their combined campus, which encompasses an approximately 56.3-acre property bounded by Monroe Street on the north, Woodrow Street on the west, Edgewood Avenue on the east, and Edgewood Drive and Lake Wingra on the south. The three entities own parcels that were created by a condominium plat of the property in 2011. The condominium declaration provides the governance structure for the operation of the overall property. An exhibit showing the ownership of the campus can be found on page 17 of the master plan.

The Campus Master Plan submitted for approval contains a detailed summary of the history of the three educational institutions, a survey of existing conditions, and an outline and conceptual plan for potential future development activities the three institutions may undertake over the next 10 years (the lifespan for a CI master plan per ordinance; see the following section of this report). The history of the campus and overview of existing conditions is found in Sections 1 and 2 of the plan document. Of particular note in these sections are the long-term goals of the campus school, high school and college found in Section 1.6 on page 12, which provides insight into the individual needs and motivations of the 3 institutions that share the campus.

Section 3 of the master plan contains the various proposals for the campus that the three institutions anticipate in the coming decade or longer. Other than the expansion of the Regina Hall college residence hall, which was approved by the Plan Commission on March 10, 2014, there are no immediate development proposals pending

for the campus. Page 21 provides an overview of the anticipated student enrollments and staffing for the three schools, and in the case of Edgewood College, the anticipated residential population on the campus. One of the tenets of the master plan is for the college to increase its dormitory population from 556 beds to a maximum of 800 beds through four projects identified across the campus. The plan suggests that the increased student resident population will strengthen the sense of community on the campus, create a better educational foundation for student residents, and reduce vehicle trips from students commuting to the campus from off-site residences. Page 23 contains the basis for 3 emerging projects for the college that will be implemented through the master plan, including the need to provide improved athletic and recreational facilities for college students.

Section 3.2 provides the outline of proposed conditions on the 56.3-acre campus. As the master plan notes, footprints for buildings, roadways, parking lots, and landscape elements shown on the graphic are placeholders for planned future development. More detailed information on each project will be provided during the lead-up to the implementation of each project and will be vetted through the architectural review process required in the CI zoning district requirements for master plans. Nineteen projects are identified on pages 24-26 of the master plan, with those projects depicted on the various graphics throughout the rest of the plan.

The master plan includes a 70-foot building setback for the proposed buildings located along the edge of the campus along Woodrow Street and Edgewood Avenue, which is measured from back of curb of those public streets. This setback measurement approach is unique compared to how setbacks are typically measured from a property line. However, due to the varying property lines present along the edge of the campus, the applicants felt that measuring the setback and placing the 70-foot line from the more consistent curb line would better communicate where future new buildings would be located in relation to their surroundings.

The proposed master plan also includes more detailed planning for "Site One", which is located on the western edge of the campus adjacent to Woodrow Street between DeRicci Hall and the existing outdoor track and football field located in the northwestern corner of the site. Site One has been a source of significant concern for neighbors on the west side of the campus in part due to that area of the campus providing perhaps the largest opportunity to support new construction on the campus. The master plan calls for Site One to be developed in the future with two levels of structured parking below an approximately 80,000 square-foot building that could include an athletic and wellness facility for the college. The plan includes massing and sections for this building intended to depict the maximum program for that site, and page 34 includes a number of agreements that the campus and its neighborhood liaison committee and neighbors have reached about the use and operation of this facility.

The document also includes a detailed architectural review process for any projects that are proposed following approval of the master plan, which can be found in Section 4.5 on page 61, and a comprehensive transportation plan for the campus, which is located in Appendix A of the document.

Supplemental Requirements – Section 28.097 Campus-Institutional District (excerpts)

In order to familiarize the Plan Commission with the provisions of the Campus-Institutional district, the relevant sections of the CI district follow:

(1) Statement of Purpose. The CI District is established to recognize the City's major educational and medical institutions as important activity centers and traffic generators, accommodate the growth and development needs of these institutions, and coordinate the master plans of these institutions with the City's plans, policies and zoning standards. The district is also intended to:

- (a) Permit appropriate institutional growth within boundaries while minimizing the adverse impacts associated with development and geographic expansion.
- (b) Balance the ability of major institutions to change and the public benefits derived from change with the need to protect the livability and vitality of adjacent neighborhoods.
- (c) Encourage the preparation of Campus Master Plans that enable adjacent neighborhoods and the broader community to understand the levels of development being proposed, their likely impacts, and appropriate mitigation measures.

(2) Master Plan Requirement.

- (a) Any Campus Institutional District created after the effective date of this ordinance shall submit a Campus Master Plan, which shall be approved as part of the map amendment.
- (b) Approved Campus Master Plans shall be effective for 10 years, and, during that period, may be altered pursuant to (8) below.
- (c) In a Campus Institutional District without a Campus Master Plan, individual development proposals and changes that exceed four thousand (4,000) square feet in gross floor area within any 5 year period shall require conditional use approval.
- (d) In the absence of a Master Plan, dimensional requirements are in (4) below.
- (e) Any PUD converting to CI carries the land use approval and restrictions from the PUD into the CI, and those rules and agreements are in full effect until a Campus Master Plan is adopted.

(3) Uses within CI Districts are defined as follows as either primary or secondary.

(a) Primary Uses.

1. Educational uses associated with colleges, universities, and secondary and primary schools, including classroom buildings, libraries, and offices.
2. Medical facilities, including hospitals, clinics, laboratories and related facilities.
3. Dormitories, student and/or faculty housing.
4. Community Center.

(b) Secondary Uses.

1. Day care facilities.
2. Eating places within mixed-use buildings such as dormitories or student unions.
3. Fraternities and sororities.
4. General retail, financial and personal service uses within mixed-use buildings such as student unions.
5. Indoor and outdoor sports and recreational facilities.
6. Lodging facilities.
7. Museums and art galleries.
8. Parking, structured and surface.
9. Performing arts centers.
10. Places of worship.

11. Utilities and transportation facilities related to the primary use.
12. Veterinary clinics.
13. Agricultural uses.
14. Public utility and service uses.
15. Other uses related to the institution's primary mission.
16. Correctional Facility.
17. Stadiums, auditoriums, and arenas, open or enclosed.

(4) Dimensional Requirements. In CI districts, with an approved Master Plan, dimensional requirements will be determined by the Master Plan.

(5) Contents of Master Plan. The Master Plan shall include the following elements and information:

- (a) Background/History. A summary of previous planning efforts by the institution in conjunction with the City and/or abutting neighborhoods or other interest groups, a description of the campus master planning process and participants, and any other relevant background material.
- (b) Mission/Guiding Principles. A statement that defines the organizational mission and objectives of the institution and describes the role of the master plan within the context of the mission.
- (c) Facilities Plan. Includes a description of existing conditions on the campus and the proposed conditions under the Master Plan, including:
 1. Existing Conditions.
 - a. Land uses and buildings.
 - b. Building form (building type, height, bulk, etc.).
 - c. Landmarks, historic sites and districts.
 - d. Natural features and significant open-space areas.
 2. Proposed Conditions.
 - a. Future needs/capital improvements.
 - b. Phasing of proposed improvements.
 - c. Future land uses and buildings.
 - d. Building Form (building type, height, bulk, etc.).
 - e. Landscape treatment.
 - f. Open-space areas and other open-space uses.
 - g. Relationship to transportation/access plan (parking, transportation demand management, etc.).

(6) Standards for Master Plan Approval. The Common Council will approve or reject the Master Plan following a recommendation by the Plan Commission. Approval of the Master Plan will be based on the Plan's treatment of the topics listed above and the degree to which it meets the intent of this district, as well as the following standards:

- (a) The Plan shall serve the public interest as well as the interest of the institution developing the plan.

- (b) The Plan shall be consistent with the goals of the Comprehensive Plan and adopted neighborhood, corridor or special area plans adjacent to campus boundaries.

(7) Final Building Design Review. It is expected that Campus Master Plans will identify building location and maximum height, but will not include detailed designs of each building. All buildings constructed within a CI district must be reviewed and approved by an architectural review committee. The committee shall be established by the institution and shall meet the following standards:

- (a) The building design review standards and guidelines, review procedures, categories of membership, and the language of any deed or plat restriction must be approved by the Urban Design Commission.
- (b) Membership on the committee, including representation of planning staff and registered neighborhoods, and committee procedures must be approved by the Plan Commission. Committee meetings shall be public.
- (c) Until an architectural review committee is established and approved by the Plan Commission, all building and site plans shall be reviewed and approved by the Urban Design Commission, with an appeal process to the Plan Commission as established in Section 33.24. If there is no approved Master Plan, building design review will occur as part of the conditional use approval.

(8) Changes to Master Plan. No alteration of an approved Campus Master Plan, including changes to the proposed use of identified open space areas and other open space uses, shall be permitted unless approved by the Plan Commission, provided however, the Zoning Administrator may, following consideration by the alderperson of the district, issue permits for minor alterations that are approved by the Director of Planning and Community and Economic Development and are consistent with the concept approved by the Common Council. If the change or addition constitutes a substantial alteration of the original plan, the procedure in Sec. 28.097(2) is required.

Analysis and Conclusion

As part of the mapping of the new Zoning Code, the Edgewood campus was zoned into the CI (Campus-Institutional) zoning district, which was intended to provide a zoning district for the City's major educational and medical institutions, many of which were identified on the Generalized Future Land Use Maps in the Comprehensive Plan in either the Campus or Special Institutional districts. Previously, the campus was zoned R2 (Single-Family Residence District) under the 1966 code, and all aspects of the campus were subject to conditional use approval.

The CI zoning district encourages the adoption of master plans by the Plan Commission and Common Council to guide the future growth of those institutions, with individual development for any property without an approved master plan limited to 4,000 square feet of gross floor area within any five-year period unless approved as a conditional use. The CI district also includes a series of bulk requirements that apply to properties in that district without an adopted master plan; master plans can set individual, institution-specific bulk requirements as part of the approval of the plan.

No master plan has been approved for a CI-zoned institution to date, and the proposed master plan for Edgewood is the first time that the Plan Commission has had to consider such a document. Non-approval of the master plan does not preclude any of the projects called for in the plan from being developed, but instead would require that those projects be submitted for approval through the conditional use process similar to how most projects on the campus have been approved historically.

The Planning Division and Zoning Administrator believe that the master plan submitted by Edgewood College, Edgewood High School and Edgewood Campus School for their shared 56.3-acre campus meets the technical requirements for a Campus Master Plan in the CI zoning district. However, as this is the first Campus Master Plan to come before the Plan Commission, staff encourages the Commission to provide direction to staff on the sufficiency of the master plan requirements in the Zoning Code, as well as the sufficiency of the document before them for approval. Unlike other master plan or conceptual plan approvals that come before the Plan Commission such as Planned Development general development plans or preliminary plats, which are statutorily required to be followed by specific implementation plans or final plats, respectively, the specific projects shown on the Campus Master Plan will not be reviewed by the Plan Commission if those projects adhere to the approved master plan. Therefore, the Plan Commission should have a high degree of comfort in the proposed master plan before it forwards its recommendation to the Common Council for approval by ordinance.

Planning staff believes that the proposed Edgewood Campus Master Plan meets the standards of approval in Section 28.097(6) of the Zoning Code, which are enumerated in the preceding section. The approval of the master plan would be in the mutual interest of the City and the 3 institutions that comprise the campus, and is consistent with the goals of the Comprehensive Plan, which identifies the site in the Campus land use district.

The Campus district recommends the creation of master plans for the campuses recommended in that land use district, which should include the proposed location and mix of land uses; recommended development density and intensity; and building size, height and design parameters. The campus plans should identify locations for future infill opportunities and address recommended land uses in transitional areas at the edges of the campus area, both within and outside the defined campus. A stated goal of Campus master plans in the Comprehensive Plan is the creation of attractive and engaging interfaces between the campus and adjacent land uses. Campus development is recommended to be compatible with surrounding uses and their design characteristics, and should mitigate potential negative impacts on adjacent areas. Planning staff feels that the proposed master plan achieves these planning objectives, and that it will serve as an appropriate framework to balance the needs of the established campus and its neighbors.

The master plan document includes a series of agreements between the institutions and the Dudgeon-Monroe and Vilas neighborhood associations, which were created to address past as well as anticipated future issues related to the campus. These agreements are included in the plan by reference, and are an essential element in fostering a positive relationship between the campus and its neighbors. However, it should be noted that the City is not specifically a party to the agreements in Sections 4.2 and 4.3, and enforcement of those agreements rests outside of the City's zoning powers. Additionally, the agreement in Section 4.4 regarding the implementation of the master plan and future operations of the campus would also not likely be enforced through the City's zoning powers. While the City will have a regulatory role in implementing the master plan through its review of specific projects against the final approved plan and City ordinances, staff foresees participating in the implementation of the past and proposed agreements through its role on the proposed Architectural Design Review Committee in Section 4.5 and in assisting in resolving any conflicts that may emerge in the future, but not through zoning enforcement.

In closing, there has historically been tension between the Edgewood Campus and its neighbors stemming from balancing the needs of three long established, vibrant and growing educational institutions and the two well-established neighborhoods that border it on three sides, as well as the adjacent significant environmental features and historic Park and Pleasure Drive that characterize the southern edge of the campus. Staff believes that the proposed Edgewood Campus Master Plan represents the best possible structure to provide all of the parties involved with a reliable framework for how the campus can function and grow over the next 10 years in a manner that will have the least impact on the surrounding neighborhoods. While failure of the master plan to

gain approval would not prevent the future development of the campus, the conditional use process would be a far less reliable option in staff's opinion and could result in an adversarial relationship between the campus and its neighbors than appears likely to occur through the implementation of the proposed master plan.

Recommendation

Planning Division Recommendation (Contact Timothy M. Parks, 261-9632)

The Planning Division recommends that the Plan Commission forward Zoning Map Amendment ID 28.022-000117, adopting a Campus-Institutional (CI) District Master Plan for Edgewood College, Edgewood High School and Edgewood Campus School, generally addressed as 2219 Monroe Street and 829-1000 Edgewood College Drive, to the Common Council with a recommendation of **approval** subject to input at the public hearing and the following conditions:

Recommended Conditions of Approval: Major/Non-Standard Conditions are Shaded

1. Revise the master plan prior to final approval to provide a range in square feet for all of the proposed projects identified in the plan, including the proposed campus school and high school additions identified on pages 24-26. Where not indicated, the minimum and maximum number of floors for those projects shall also be provided.
2. The final master plan shall include a to-scale, dimensioned site plan for the entire campus that includes the minimum setbacks of any future buildings located along Woodrow Street or Edgewood Avenue as measured from the back of curb of those streets and the property lines to provide both reference points in the plan.
3. That the final text of Section 4.5 be approved by the Planning Division to address minor edits needed to the January 22, 2014 document on the operation and function of the Architectural Design Review Committee.
4. The final master plan document shall include a detailed survey of historic resources located on the campus overlaid on a land survey of the property prepared by a Registered Land Surveyor. This historic resources survey shall be approved by the City's Preservation Planner and shall serve as the official record of said resources going forward, replacing or superseding any such previous plans or documents.

City Engineering Division (Contact Janet Dailey, 261-9688)

5. This area falls within the TMDL zone for the City of Madison. As a result, the campus will be subject to higher erosion control standards at the time of development, as authorized by State code and City resolution. Contact Tim Troester at 608-267-1995 or ttroester@cityofmadison.com for details.
6. This site, while partially a redevelopment, does not fully qualify for that category for stormwater management. City ordinances define redevelopment as removal of a commercial structure. Further, this site is subject to TMDL standards and must get 80% TSS control compared to existing conditions when taken on mass.
7. The proposed concept for stormwater management is innovative and supported, but details must be reviewed and approved by City Engineering.

8. In the event that any future building additions or site improvements within the Edgewood Campus would increase traffic volume on any of the public streets adjacent to or serving the Campus, the applicant shall coordinate with the City Engineering Division and Traffic Engineering Division to provide any dedications necessary to accommodate any required street and traffic improvements.
9. A width shall be specified for the Park and Pleasure Drive Landscape Buffer Zone shown on the Open Spaces Diagram.
10. The Public Water Main Loop under Edgewood College Drive and the Madison Metropolitan Sewerage District Sewer Interceptor shall be shown and identified on the Existing Conditions Map.
11. Any additions or improvements within the Edgewood Campus that would impact Edgewood Drive (Park and Pleasure Drive) shall be approved by the City of Madison to assure conformance with any restrictions set out by the Park and Pleasure Drive easement and agreement documents.

12. An erosion control plan and land disturbing activity permit shall be submitted to the City Engineering Division for review and approval prior to grading or any other construction activities. The Preconstruction Meeting for Public Improvements shall not be scheduled prior to issuance of this permit. The applicant shall demonstrate compliance with Section 37.07 and 37.08 of the Madison General Ordinances regarding permissible soil loss rates. The erosion control plan shall include Universal Soil Loss Equation (USLE) computations for the construction period. Measures shall be implemented in order to maintain a soil loss rate below 7.5-tons per acre per year.
13. Prior to approval, this project shall comply with Chapter 37 of the Madison General Ordinances regarding stormwater management. Specifically, this development is required to: detain the 2- and 10-year storm events; reduce TSS off of the proposed development by 80% when compared with the existing site; provide oil and grease control from the first 1/2" of runoff from parking areas, and; complete an erosion control plan and complete weekly self-inspection of the erosion control practices and post these inspections to the City of Madison website as required by Chapter 37 of the Madison General Ordinances.

Traffic Engineering Division (Contact Eric Halvorson, 266-6527)

14. The City of Madison continues to receive complaints from residents and School Crossing guards regarding the difficulty crossing Monroe Street at Edgewood Avenue due to the offset geometry of the intersection. Realignment of the east leg with the west Leg of Edgewood Avenue at Monroe Street would contribute to improved pedestrian safety and would encourage walking within the neighborhood, including for students of the Edgewood Campus. Realignment would also allow higher-level pedestrian or traffic improvements at the intersection that are currently not feasible. Given the many large growth mature trees within the area necessary to realign, realignment of the intersection in the short term is not likely. The plan shall include a long term goal of realigning the intersection to improve pedestrian safety and restrict new infrastructure or landscaping within the area necessary to properly realign the intersection.

15. The applicant shall submit one contiguous plan for approval. The plan drawing shall be scaled to 1" = 20' and include the following, when applicable: existing and proposed property lines; parcel addresses; all easements; pavement markings; signing; building placement; items in the terrace such as signs, street light poles, hydrants; surface types such as asphalt, concrete, grass, sidewalk; driveway approaches, including those adjacent to and across street from the project lot location; parking stall dimensions, including 2 feet of

vehicle overhang; drive aisle dimensions; semitrailer movement and vehicle routes; dimensions of radii; and percent of slope.

16. The applicant shall post a security deposit prior to the start of future development. In the event that modifications need to be made to any City owned and/or maintained traffic signals, street lighting, signing, pavement marking and conduit/handholes, the developer shall reimburse the City for all associated costs including engineering, labor and materials for both temporary and permanent installations.
17. The City Traffic Engineer may require public signing and marking related to the development; the developer shall be financially responsible for such signing and marking.
18. All parking facility design shall conform to the standards in MGO Section 10.08(6).

Zoning Administrator (Contact Matt Tucker, 266-4569)

19. All relevant sections of the Zoning Code and Madison General Ordinances, which may be amended from time to time, shall apply to this Campus Master Plan, unless otherwise noted in the final approved Master Plan documents.
20. The final master plan shall include a section with an analysis of the existing and proposed demand for bicycle parking facilities for the three campuses, including a phasing plan for how bicycle parking facilities will be upgraded/ implemented. This can be established through the Process for Approvals section (Section 4.5). The master plan shall include language that establishes required amount of bicycle parking facilities for on-site residents, be designed as *long-term* bike parking, and facilities for non-resident student/ employee/ visitor bike parking, designed as *short-term* bike parking. See MGO Sec. 28.141(11) and 28.211 for relevant definitions and requirements.
21. Per MGO Sec. 31.021(1)(a), this Campus Institutional zoned property shall have signage as allowed for Group 1 districts, primarily regulated by Sec. 31.14. Given the size, scale, number of buildings and shared relationship across the three distinct campuses, it is likely future signage needs will require approval as a Comprehensive Design Review (CDR) for signage, per Sec. 31.043(4).

Fire Department (Contact Bill Sullivan, 261-9658)

Note: The Madison Fire Department does not object to the master plan provided that the subsequent projects comply with all applicable fire codes and ordinances.

Water Utility (Contact Dennis Cawley, 261-9243)

22. Note: All operating private wells shall be identified and permitted and any unused private wells shall be abandoned by the Madison Water Utility in accordance with MGO Section 13.21.

Parks Division (Contact Kay Rutledge, 266-4714)

23. Park impact fees (comprised of the Park Development Impact Fee per MGO Sec. 20.08(2) and the Parkland Impact Fee in Lieu of Land Dedication per MGO Sec. 16.23(8)(f) and 20.08(6)) will be required for all new residential development, including dormitories. Park impact fees will be determined when subsequent plans

are submitted for review and approval. This development is within the Vilas-Brittingham park impact fee district (SI27). Please reference ID# 14107.1 when contacting Parks Division staff about this site.

24. Section 4.3 of the Master Plan shall also include the Edgewood Drive Park and Pleasure Drive easement and amended agreement between Edgewood and the City of Madison, executed May 22, 1997, and amended December 26, 2008.

25. Approval of plans for this project does not include any approval to prune, remove or plant trees in the public right-of-way. Permission for such activities must be obtained from the City Forester, 266-4816.

Metro Transit (Contact Tim Sobota, 261-4289)

This agency did not provide comments for this request.

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

EDGEWOOD HIGH SCHOOL)	
OF THE SACRED HEART, INC.,)	
)	
Plaintiff,)	Case No. 3:19-cv-683-wmc
)	
v.)	
)	
CITY OF MADISON, WISCONSIN, et al.)	
)	
Defendants.)	

STIPULATION

The parties in the above-captioned lawsuit, by and through their respective undersigned counsel, hereby stipulate and agree as follows:

WHEREAS, on August 21, 2019, Plaintiff Edgewood High School of the Sacred Heart, Inc. (“Edgewood”) filed a complaint (the “Complaint”) naming as defendants the City of Madison, Wisconsin (the “City”), Matthew Tucker, in his official capacity as the City’s Zoning Administrator (“Tucker”), George Hank, in his official capacity as Director of the City’s Building Inspection Division (“Hank”), and the City of Madison Zoning Board of Appeals (the “Zoning Board,” and together with the City, Tucker, and Hank, the “Defendants”);

WHEREAS, in the Complaint, Edgewood alleges, among other things, that Defendants violated the Equal Terms and Substantial Burden provisions of the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc(b)(1), the First Amendment to the United States Constitution (as incorporated by the Fourteenth Amendment to the United States Constitution), the Due Process Clause of the United States Constitution, and Article I Section 18 of the Wisconsin State Constitution, for actions Edgewood claims Defendants took to prevent Edgewood from using

its athletic field on its campus to host interscholastic sporting events and other activities related to the school's primary, religious mission;

WHEREAS, after service of the Complaint, the parties engaged in discussions concerning 1) sufficiency of service and Defendants' deadline to answer or otherwise plead, and 2) Edgewood's intent to file a motion for a preliminary injunction to stay Defendants' enforcement of contested zoning code provisions and the Notices of Violation that Zoning Administrator Tucker issued to Edgewood;

NOW THEREFORE, based upon the foregoing, the parties hereby stipulate and agree that:

1. Defendants, having accepted service of process, shall answer or otherwise respond to the Complaint no later than October 8, 2019, and shall waive any argument that service of the summons and the Complaint was insufficient, improper, or deficient.

2. Defendants stipulate and agree that they will not take any enforcement action against Edgewood pertaining to its use of its athletic field without first giving Edgewood 90 days' written notice of such action, and in no event shall Defendants issue such notice before October 15, 2019.

3. Edgewood reserves the right to seek immediate equitable and injunctive relief upon receipt of written notice of the kind described in Paragraph 2.

4. Defendants' non-enforcement commitment does not apply to any improvements or construction on or in connection with the use of the athletic field, such as the installation of lights or a sound system. Defendants agree that the non-enforcement commitment described in Paragraph 2 does apply to Edgewood's existing use of a portable PA system.

5. This Stipulation shall be without prejudice to any party, and each party reserves all of its rights, to challenge the merits of any claim or defense asserted in this lawsuit, to later seek

to amend, lift, dissolve, vacate, or otherwise reverse the Order, or to amend its pleading subject to Fed. R. Civ. P. 15.

STIPULATED AND AGREED THIS 17TH DAY OF SEPTEMBER, 2019 BY:

**Edgewood High School of
the Sacred Heart, Inc.**

**The City of Madison, the City of Madison
Zoning Board of Appeals, Matt Tucker (official
capacity) and George Hank (official capacity)**

By: /s/ Noel W. Sterett
As Counsel for Plaintiff

By: /s/ Barry J. Blonien
As Counsel for Defendants

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 17, 2019, a copy of the foregoing was served electronically, via CM/ECF, on all counsel of record.

/s/ Barry J. Blonien
Barry J. Blonien

December 3, 2019

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.**



Office of the City Attorney

Michael P. May, City Attorney

Patricia A. Lauten, Deputy City Attorney

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LITIGATION ASSISTANT
Patricia V. Gehler

July 12, 2019

BY EMAIL AND HAND DELIVERY

Attorney Matthew Lee
Foley & Lardner
150 East Gilman St.
Suite 5000
Madison, WI 53703

RE: Edgewood High School

Dear Mr. Lee:

Last night, the Madison Zoning Board of Appeals (ZBA) denied the appeal by Edgewood High School (Edgewood) related to the Zoning Administrator's interpretation of the City's zoning code and the issuance of Notices of Violation to Edgewood.

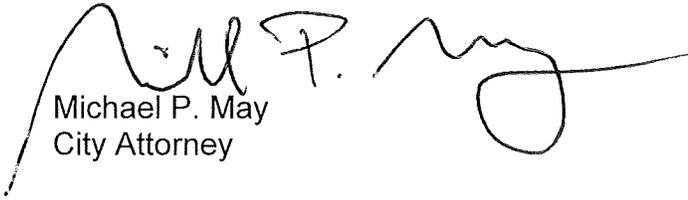
Further enforcement of the zoning code, the ZBA decision, and the notices of violation now rests with the discretion of the City Attorney. This is to inform you that I and my office will take no further enforcement steps unless and until we inform you of our decision to do so. We will give you ample notice of any planned enforcement.

At this time, Edgewood does not face the threat of any prosecution or other enforcement actions by the City. We invite Edgewood to file to terminate its Master Plan and return to the standard CI zoning, which would place it on equal footing with other high schools.

July 12, 2019

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read "Michael P. May". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael P. May
City Attorney

CC: Mayor Satya Rhodes-Conway
Aldersperson Tag Evers
Matt Tucker
ACA John Strange

From: Evers, Tag
Sent: Sunday, December 8, 2019 12:16:24 PM
To: Stouder, Heather
Subject: Fwd: Edgewood Stadium

Please add to file.

Sent from my iPhone

Begin forwarded message:

From: "redgreenjohn666@gmail.com" <redgreenjohn666@gmail.com>
Date: December 8, 2019 at 12:05:33 PM CST
To: "Evers, Tag" <district13@cityofmadison.com>
Subject: Edgewood Stadium

General Information

Name: John Bayley
Address: 717 Chapman St
City: Madison
State: WI
ZIP: 53711-1834
Phone: 608-712-6532
Work Phone:
Email: redgreenjohn666@gmail.com
Should we contact you?: No

Message:
Hello Tag,

I want to thank you for fighting for peace and quiet for our immediate neighborhood and for Wingra Park, the Arboretum and Vilas Park.

I want to personally witness that I garden in the Eagle Heights Community Garden. Often when I garden I hear game noise from the UW Goodman Softball Complex. The Complex protrudes into the south border of the UW Lakeshore Nature Preserve. EHCG, part of the Preserve, is several city blocks from the softball field with a substantial woods between it and the field.

In the garden I clearly hear audience cheering and amplified announcers and music. I am only there in daylight and think of the noise as just one more undesired nuisance. But when I think of people having to live 65 feet from noise like that, including lighted evening hours and related neighborhood parking disturbance, I cringe. And I cannot believe the noise won't travel over Lake Wingra!

So I am against passing ordinance # 56839. Keep Edgewood's Master Plan!

Thank you,

John Bayley

Recipient:
Tag Evers

From: Ethan Brodsky <ethan.brodsky@gmail.com>

Sent: Monday, December 9, 2019 12:16:19 AM

To: Eric Sundquist; Bradley Cantrell; Jason Hagenow; Kathleen Spencer; Lemmer, Lindsay; Rummel, Marsha; Michael Rewey; Heck, Patrick; Andrew Statz; Ledell Zellers

Cc: Stouder, Heather; Evers, Tag; Rachel Fields; Diego Saenz

Subject: Letter in opposition to Edgewood Master Plan Repeal

Ethan Brodsky
866 Woodrow St.
Madison, WI
53711

December 8, 2019

Members of the Plan Commission
City of Madison

CC: Heather Stouder (DPCED - Planning)
Tag Evers (District 13 alder)
Rachel Fields (Dudgeon-Monroe Neighborhood Association)
Diego Saenz (Dudgeon-Monroe Neighborhood Association)

My name is Ethan Brodsky and I live at 866 Woodrow Street.

I am writing in opposition to the a Map Amendment to repeal the Edgewood Campus/Institutional Master Plan, file #56839 and item #2 on the agenda for the Plan Commission Hearing on Monday, December 9.

In a letter published just before the last hearing, the city attorney has tried to convince you that "public welfare" is a binary thing - that you either "have it", or you "don't have it", but it's never that simple.

"Public welfare" exists on a continuum - a change in the law can improve public welfare, or a change in the law can harm public welfare.

A decision was made in 2013 to rezone Edgewood from "Residential" (with many decades of Conditional Use Permits) to the new Campus/Institutional District, and the city attorney believes that that decision had the consequence of canceling all conditions associated with past conditional use permits that were in place at the time and extinguishing all the agreements and master plans that were a part of them. If that happened, that was unquestionably bad for public welfare. Agreements that had been carefully negotiated based on the particular circumstances of the property, the developments that had taken place on it, and the neighborhoods around it, and that had been deliberately established legally as part of Conditional Use Approvals, were thrown out and replaced with vague once-size-fits-all language in the Campus/Institutional District Zoning Ordinance. But that's in the past, because in 2015, Edgewood submitted a new Master Plan that explicitly reinstated many of those agreements and conditions, and the city approved it.

Approving this Master Plan was an improvement in public welfare - it reinstated many of those past agreements (that many people on both sides hadn't even realized had been canceled and thought still to

be in effect) and established a legal framework for future negotiations between the institutions, collectively, and the neighborhoods around them, with a ten-year statutory time frame that give certainty to all parties, so everyone could plan their lives around what they could reasonably expect to happen.

Everyone - everyone in the neighborhood, everyone at the city, even everyone at Edgewood - thought they could trust that the Master Plan would remain in place until November 6, 2025, as city ordinances state that "Approved Campus Master Plans shall be effective for ten (10) years", with any major alterations coming to this body to be weighed with respect to their impact on public welfare before modifying the agreement, as city ordinances state that "and, during that period, may be altered pursuant to Sub. (8) below." That's where we are right now, with a mutually-understood guarantee that provides value to all parties - guaranteed development for institutions that want to fundraise, guaranteed limits on development and use for neighbors, and guarantees to the city that any proposed amendments will come using a well-defined process.

Now, Edgewood claims that Master Plan isn't working for them - they can't get along with their neighbors, they can't get along with each other, they don't want to abide with the agreements they made, and they refuse to follow the process that everyone knew about and agreed to to make alterations to those agreements.

Instead they want the city to repeal the Master Plan for them, cancelling all of those agreements. They want it all thrown out, six years early.

That's the decision before you right now, and you should vote against it.

Repealing the Master Plan, canceling those agreements, and going back to situation in 2013, would have an unquestionably negative impact on public welfare. It is worse than what we have now, worse than what existed in the 1990s or early 2000s, and worse even than what existed in 2014, because Edgewood has now demonstrated a willingness to ignore city law, exploit every loophole, and do whatever they can to force their stadium upon the neighborhood.

Repealing the Master Plan is a step backwards and would be harmful to public welfare. Don't be fooled by the city's legal arguments that "you had public welfare before the Master Plan, so you would have it again without it", or that "the Master Plan was entered into voluntarily and thus can be exited voluntarily". A future without the Master Plan would be worse than the current situation with it. All sorts of contracts are entered into voluntarily but then cannot be unilaterally canceled just because one party doesn't like them. Of course the city has the legal ability to change zoning law as it pleases, but there should be a good reasons to do so, and in this case it would be bad public policy.

The decision before you is the decision you have to make now, not the decision that was made in 2013 or 2015. This is a vote to make a change from the existing conditions and current use defined in the Master Plan to a looser set of conditions and no clear language on use without a Master Plan.

One of the stated purposes of the Campus/Institutional District, from the ordinance itself, is to "Encourage the preparation of Campus Master Plans that enable adjacent neighborhoods and the broader community to understand the levels of development being proposed, their likely impacts, and appropriate mitigation measures". How is public welfare served by going against that?

Voting to repealing the Master Plan would be voting to eliminate all the carefully negotiated limits on the property and replace them with almost nothing, aside from some unconscionably vague language in 28.097. What does that ordinance contain? Zero minimum setbacks, a 68-foot height limit, and no clear understanding of what uses are "existing" and what would be an "establishment, improvement, or modification" and need approval, leaving that question to be fought over through the city planning department and the courts.

Edgewood's Master Plan was the product of not years, but decades of negotiation between the institution and the neighborhood, and enshrines many important agreements between the institutions and the surrounding neighborhoods. These agreements include limits on enrollment, limits on student housing, limits on hours of operation for certain facilities, limits on the times that campus gates and entryways may be open, limits on lighting near the campus perimeter, limits on outdoor amplified music, limits on serving alcohol on campus, limits on the use of the Park and Pleasure Drive, and limits on structure setbacks. All of these agreements would be gone if the master plan were canceled, as there would be no legal basis to enforce them. Many of these agreements were the basis for city approval of conditional use permits for development projects, so now Edgewood would have the buildings and the conditions associated with their approval would be gone. Why would you cancel all conditions associated with already-completed projects?

Allowing this would be bad public policy, contrary to the intents of the zoning ordinance, and have a negative impact on the quality of life in the surrounding neighborhood.

I realize that this was introduced due to coercive threats on the part of Edgewood, and that their lawsuit against our city is the elephant in the room. This is all the more reason for the city to stand strong and not set a precedent of trying to appease Edgewood. The lawsuit isn't even scheduled for trial until the spring of 2021 (that's right - 2021, 15 months from now) - nothing much is happening in federal court until next October. Why is there such a hurry to throw in the towel at this point?

Giving in here would not be the end of this problem, but only the beginning of never-ending problems for the city. This is about far more than just the Master Plan - it calls into question whether the city would have *any* ability to regulate religious institutions or if the threat of lawsuits would always trump good public policy. Lawsuits under RLUIPA are rarely successful, legal experts in the field have written to the city suggesting that this one is meritless, and the city should not be intimidated into sacrificing the quality of life in our neighborhood in a futile attempt to make this go away. If you read the text of the lawsuit itself, Edgewood is demanding things that a Master Plan repeal would not give them, so the lawsuit would still remain even if the repeal were to go through. If you were to pass this, they would be back here in a couple months, demanding a permit to install lights that violate the Campus/Institutional District zoning and the city lighting ordinance, and crying religious "discrimination" if they don't get it.

Please vote "no" on the Master Plan repeal. Tell Edgewood to follow the rules and come back here with a proposal for a Master Plan amendment, as the law says they should if they want it changed, and as anyone else would be required to do. Don't destroy the effectiveness of the Master Plan process by eliminating any ability for neighbors to trust an approve Master Plan. Don't make special exceptions for bad actors that try to intimidate the city into getting their way. Don't sacrifice neighborhoods on the altar of risk management.

Thank you for your consideration,

Ethan Brodsky

Name: John Bayley

Address:

717 Chapman St

Madison, WI 53711

Phone: 6087126532

Email: redgreenjohn666@gmail.com

Subject: Plans

Message:

Dear Plan Commission,

I am writing you About Edgewood's desire to exit their Master Plan.

I want to personally witness that I garden in the Eagle Heights Community Garden. Often when I garden I hear game noise from the UW Goodman Softball Complex. The Complex protrudes into the south border of the UW Lakeshore Nature Preserve. EHCG, part of the Preserve, is several city blocks from the softball field with a substantial woods between it and the field.

In the garden I clearly hear audience cheering and amplified announcers and music. I am only there in daylight and think of the noise as just one more undesired nuisance. But when I think of people having to live 65 feet from noise like that, including lighted evening hours and related neighborhood parking disturbance, I cringe. And I cannot believe the noise won't travel over Lake Wingra!

Please do not take this issue lightly! Please do not support ordinance #56839. Keep Edgewood's Master Plan!

Thank you,
John Bayley

Parks, Timothy

From: Stouder, Heather
Sent: December 02, 2019 10:22 AM
To: Parks, Timothy
Subject: FW: Correcting the record regarding statements made at 11/11 Plan Commission Hearing

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

From: Ethan Brodsky <ethan.brodsky@gmail.com>
Sent: Sunday, December 1, 2019 10:08 PM
To: Eric Sundquist <erics@cow.s.org>; Bradley Cantrell <bacantrell@charter.net>; Jason Hagenow <jshagenow@yahoo.com>; Kathleen Spencer <klanespencer@uwalumni.com>; Lemmer, Lindsay <district3@cityofmadison.com>; Rummel, Marsha <district6@cityofmadison.com>; Michael Rewey <hiwayman@chorus.net>; Heck, Patrick <district2@cityofmadison.com>; Andrew Statz <ajstatz2@madison.k12.wi.us>; Ledell Zellers <ledell.zellers@gmail.com>
Cc: Stouder, Heather <HStouder@cityofmadison.com>; Strange, John <JStrange@cityofmadison.com>; Tucker, Matthew <MTucker@cityofmadison.com>; Evers, Tag <district13@cityofmadison.com>; Rachel Fields <fieldsrac@gmail.com>; Diego Saenz <dsaenz175@gmail.com>
Subject: Correcting the record regarding statements made at 11/11 Plan Commission Hearing

Ethan Brodsky
866 Woodrow St.
Madison WI
53711

December 1, 2019

Members of the Plan Commission
City of Madison

CC: Heather Stouder (DPCED - Planning)
Matt Tucker (DPCED - Zoning)
John Strange (City Attorney's Office)
Tag Evers (District 13 alder)
Rachel Fields (Dudgeon-Monroe Neighborhood Association)
Diego Saenz (Dudgeon-Monroe Neighborhood Association)

At the November 11 Plan Commission hearing, on the topic of the Edgewood Master Plan repeal (Agenda item 9, file #56839), city staff made numerous statements which were factually incorrect or misleading.

I am writing to correct the record on statements related to three topics:

- agreements on lighting in the Master Plan
- agreements from previous Master Plans reaffirmed in the current Master Plan
- enforcement of city noise regulations

Full video of the hearing can be found here:
<https://media.cityofmadison.com/Mediasite/Showcase/madison-city-channel/Presentation/8814bb887ae84a70881edefd2e0b1d941d>
or via the link here:

<https://media.cityofmadison.com/Mediasite/Showcase/madison-city-channel/channel/plan-commission>

and I will reference all quotes from the hearing with their time in this video.

When I reference Edgewood's Campus/Institutional Master Plan, I am referencing the copy found here:

https://www.cityofmadison.com/planning/projects/reports/1000ecd_Master.pdf and will use page numbers as marked on the pages in that document (which may be different from way that Adobe Acrobat internally numbers the pages).

== AGREEMENTS ON LIGHTING IN THE MASTER PLAN ==

At 2:06:30, Commissioner Rewey inquired as to whether the Master Plan included "a dark sky commitment".

Matt Tucker of the City Planning Department responded:

"I don't believe there is a dark sky commitment. I think what there is is compliance with the city's lighting ordinance that talks about lighting of buildings and lighting of areas. It's pretty much an ordinance that's in place city-wide to ensure that lighting is sensitively placed and complies with the ordinance."

This is untrue. The Master Plan makes a number of commitments regarding lighting that go above and beyond what is in the city's lighting ordinance.

In addition to stating that "lighting shall comply with City of Madison ordinances" and "Utilize dark sky compliant light fixtures" (p42), the Master Plan makes the following additional commitments:

- "Outdoor lights, security box lights and other lights shall be carefully designed in conjunction with the green strip buffer zone and placed to minimize glare and spillage onto Edgewood Avenue, the Park and Pleasure Drive, the woods and the boardwalk on Lake Wingra." (p42)
- "Lighting shall comply with ... the following architectural guidelines: Reduce glare and light spill towards the neighborhood, use lower height site lighting with non-glare and cut off shielding" (p42)
- "Provide lighting that is required for pedestrian safety and building code required exit lighting" (p42)
- "Edgewood will take reasonable steps to accommodate [the request that] pole lights on both the east and west end of campus be turned off at 11:00 pm." (p42)
- "3.6 ARCHITECTURAL GUIDELINES FOR PERIMETER BUILDINGS. Reduce glare and light spill towards the neighborhood, use lower height site lighting with non-glare and cut off shielding." (p44-45)
- "4. The Stream - Updated Agreements 2010 and 2012
Lighting of the West Side of the Building: Motorized perforated fabric shades will be maintained on the west side of the building within the studio spaces to cut down on nighttime spillage of internal light. The shade fabric will have 1% transparency. The blinds will continue to be on a timer to automatically lower in the evenings.
Interior Lighting - Occupancy sensors are used in classrooms and offices. There is no direct glare from fixtures on the south side of building facing the Park & Pleasure Drive."
Parking lot lighting at The Stream - No acorn-type lighting is used. Lights on poles have cut-off housings, and bollards have shields on the west sides to prevent glare into neighborhood." (p58-59)

- "4.4 NEW AGREEMENTS MASTER PLAN 2013
4. Pole lights at east and west end of campus
Neighbors have requested that the pole lights on both the east and west end of campus be turned off at 11:00 pm. Edgewood will take reasonable steps to accommodate this request. However, because lighting plays a critical role in securing the safety of campus, Edgewood will not agree to limit its ability to use lighting as a safety measure but will agree to discuss the timing of lighting with the Liaison Committee." (p60)
- The Master Plan sets numerous requirements for setbacks along the perimeter of the property that apply to all structures, including lighting. Generally these are on the order of 75 feet or higher. If the master plan were to be repealed, then the legal setback requirement be reduced to zero feet, and Edgewood would be allowed to construct lights immediately on the borders of their property, in regions currently designated as "Green Strip Buffer Zones". Approval for the construction of these lighting structures (up to 68 feet in height) in perimeter areas may not go to the Plan Commission for approval, as they would not involve "buildings" or changes in use, they may just be approved by city staff with no opportunity for community input. If that were to occur, then neighbors will be here again, fighting to block Edgewood from expanding the use of their field from "day use" to "night use", after after all language on use in the Master Plan has been repealed, with the lights already installed, and probably with Edgewood already illegally holding night games on their property.

(The Master Plan also makes commitments regarding lighting for three future proposed building that are no longer relevant, as permission to construct these structures as proposed would vanish if the Master Plan were to be repealed.)

These commitments go above and beyond city lighting ordinances in 10.085 in a number of ways, and were the product of much negotiation between Edgewood and their surrounding neighborhoods, because light pollution is a major concern in the neighborhood.

While the city lighting ordinance requires that lighting fixtures greater than 1,000 lumens use shielded or full-cutoff fixtures, it says nothing about smaller lighting fixtures. The Master Plan makes a commitment that *all* lighting "shall comply" with "architectural guidelines" that include the "use [of] non-glare and cut off shielding."

City lighting ordinances set quantitative limits for "light trespass" onto neighboring properties from outdoor fixtures, but say nothing about indoor lighting that spills outside. The master plan makes a comitment to use occupancy sensors to avoid any unnecessary light pollution, and to ensure that there is "***no** direct glare" from fixtures on the south side of a building to the Park and Pleasure Drive and Lake Wingra. City lighting ordinances would allow over 5 lux of light trespass in that direction, which would have a major impact on the nighttime darkness there and was a major issue of concern to the neighborhood.

City lighting ordinances also say nothing about the height of lighting installations, even though there is a recognition that lights mounted on tall poles can have a much wider impact on surrounding areas than low-height site lighting.

Finally, Edgewood's commitment to "carefully design" lighting "in conjunction with the green strip buffer zone", "placed to minimize glare and spillage onto Edgewood Avenue,

the Park and Pleasure Drive, the woods and the boardwalk on Lake Wingra", in combination with the quantitative limits on setbacks, is a recognition that the Edgewood campus exists in a unique area where there is a high value in avoiding light pollution, that the campus is already a major contributor to light pollution in the area, and that Edgewood has made a commitment to ensure that their lighting does not just meet the minimum standards in 10.085, but goes beyond to minimize the light that is spilled into sensitive areas", instead of allowing "cast off light past the lot line" and "acceptable levels past the property line" that merely meet city standards.

When Edgewood attempted to exploit the language in their Master Plan, claiming in a 12 Mar 2019 letter from their attorney to the city that "the primary purpose of [the proposed stadium lighting] is to address safety concerns of Edgewood students who have been forced to use their athletic field in sub-optimal lighting conditions and/or travel to other area athletic fields due to the limited daylight hours available to accommodate all of the various activities taking place annually on their fields", City Attorney Strange responded in a letter on 21 Mar 2019 that "Stadium lighting is not necessary for pedestrian safety or building code required exit lighting" and that "80-foot tall stadium lights are not 'lower-height site lighting.'" This language is directly from the Master Plan, and it was the basis of the city refusing the light permit. Without the Master Plan, the city will lose almost all say on this issue. Please do not repeal the Master Plan and eliminate these carefully-negotiated agreements about lighting.

== AGREEMENTS FROM PREVIOUS MASTER PLANS REAFFIRMED IN THE CURRENT MASTER PLAN ==

At 2:27:20, Alder Heck asks the following:

"In reference to agreements between Edgewood and the neighborhood entities, I'd like to ask Attorney Strange, how are those enforced? Or how are they legally considered part of the current Master Plan? And what would happen to those if the master plan was repealed or is that unpredictable?"

City Attorney Strange responds:

"Well, um, they, ah, when the, when Edgewood was rezoned into the CI District in 2013, any Master Plans that existed at that time would've gone away, because they were just zoned into the district, they weren't subject to any conditional uses that existed prior to that, uh, would've been subsumed by the new district. And so, they are not legally enforceable from the city's perspective, um, even before 2013, to the extent, except to the extent that they were connected to a conditional use, but once it was rezoned as a CI, it was governed, the property was zoned by the CI district, and now, in its current form, it's governed by the CI district supplemented by the, with, with its current Master Plan. Um, and so, in the Master Plan, um, and I think planners can jump in on this point as well, um, but in the Master Plan, it references those agreements but it specifically says, or at least in the communications at that time, specifically says that these are not... anything that is in the old master plans are not enforceable through zoning. What Zoning enforces is the Master Plan that is before you tonight. And so, um, the legal significance of those from the city's perspective, it's not part of their current zoning. Um, and if the current Master Plan is repealed, they will be governed by the CI district zoning, just like they were when they were zoned into it in 2013."

Heck:

"And are there any of those agreements that were put in place after the

Master Plan was...

Strange:

"No. You mean, after the current Master Plan?"

Heck:

"yes."

Strange:

"No. No, those are historical, prior to 2013."

Heck:

"Thank you."

Evers:

[interjects something, inaudible, possibly "They're in..."]

Strange:

"They're referenced in the plan, but they're not..."

Tucker:

"... they're about the history ..."

Strange:

"right, right."

[unfinished/unintelligible sentences by several others]

While I have plenty to say about how offensive it is that decades of agreements, enshrined into law via conditional use approvals, were thrown out by the city during the rezoning process in 2013 (and then Edgewood was then given the option of reaffirming some of them as part of a Master Plan), I will focus on inconsistencies between the statement by city staff and the contents of the Master Plan.

Chapter 4 of the Master Plan, titled "Neighborhood and City Process", contain "Section 4.3: Affirming Past Agreements", which begins:

"This section identifies agreements made between 1997 - 2013 to be reaffirmed and updated as a part of the 2013 Master Plan."

It then details agreements regarding the Liason Committee, prohibitions on housing undergraduate students in institutionally-owned homes in neighborhoods surrounding their campus, gate and entryway hours and closures, the use of the "Central Drive" as the "principal access roadway to the Edgewood Campus, whenever possible, for all vehicular traffic, including school buses, service and delivery vehicles, trucks and construction related traffic", use of a perimeter building on the SW corner of the Edgewood College campus (including restrictions on access, parking, lighting, amplified music, and the serving of alcohol), and restrictions on outdoor music events on campus and the rental of campus facilities by outside users.

These past agreements continue to be in force *after* the Master Plan was approved because they were explicitly reaffirmed *as part of* the Master Plan. Repealing the Master Plan will permanently extinguish these agreements, which were in fact "in place" after the Master Plan was approved, even though they were not strictly "put in place" at that time (they were put back in place at the instant the Master Plan was approved, not "after", the subtle distinction that Attorney Strange's response hinged upon).

Repealing the Master Plan puts neighborhoods in a far worse situation than they were ten years ago, or twenty years ago, by canceling agreements made at that time that were explicitly and intentionally reaffirmed and renewed as part of the Master Plan. Please do not repeal the Master Plan and allow Edgewood to back out of these agreements. Many of them were fundamental to the neighborhood endorsing construction that took place on the campus - if the Master Plan is repealed, those buildings will remain, but without the carefully-negotiated agreements that led to neighborhood buy-in for their construction.

== ENFORCEMENT OF CITY NOISE REGULATIONS ==

At 2:29:45, Commissioner Rewey asked Mr. Tucker about whether the city could enforce limits on amplified sound.

Mr. Tucker responds that the city's noise ordinance does not apply to "portable" amplified sound equipment and that "the discretion of the noise is at the authority of the police department, to determine if the noise is disturbing the peace."

He suggests that amplified noise could be regulated as part of a conditional use approval, but that:

"the Planning Commission... typically... it's going to be yes or no, for outdoor amplified sound, because the intonations of music, bass, things like that are not measurable in dB very easily. Different types of music has different sound, plus its just not the way the ordinance is designed to work. It's designed to relate to, there's two sections of the noise ordinance. One's relating to point-of-sound noise like equipment, and, um, compressors, and fans, and things like that, that's the part that building inspection enforces, regularly. And then there's 'disturbing the peace', which is the part that the police department enforces, and the sound that you were hear at a, um, even in a situation say the Plan Commission approved an outdoor eating area that had outdoor music, if it was really loud, the police department would be the one to tell them to turn it down. They could make a lot quicker solutions to the problem than I could by dragging them back in front of the Plan Commission under continuing jurisdiction for a continuing use months after this loud noise was occurring."

Unfortunately, there is a lot wrong with this. First, Madison Police Department, after numerous reports of amplified sound so loud that neighbors could hear it within their homes, have told neighbors that there is no point in calling them and making reports anymore, as they will presume that, if an athletic field exists, that any sounds associated with it that can reasonably be expected from an athletic field, to include amplified sound, are legal. They have asked that neighbors stop making noise complaints to the police on this issue and neighbors have complied.

Unfortunately, complaints to the city Building Inspection division, via formal reports under 24.08(4)(b)(2)(a) of violations of the city's quantitative noise ordinance, associated with a "siren" on Edgewood's scoreboard and the use of "starter pistols", have also failed to yield any enforcement.

For several months, and many dozens of events, we've had Building Inspection telling us to report noise violations to the Madison Police Department, and the Madison Police Department telling us to report this violations to Building Inspection. These noise violations have been associated with competitive athletic contests illegally held on the practice field, and nobody has been able to do anything about it.

Neighbors are in exactly the situation that Mr. Tucker cautioned about, dealing with months of disruptive and illegal noise from a non-conforming activity, and being told by everyone from the city and the police that nobody can do anything about it.

Finally, regarding Mr. Tucker's claim that music noise levels "are not measurable in dB very easily", I will state that this is untrue (I have a PhD in electrical engineering, specializing in signal processing, worked at several companies developing audio processing software, and teach college-level engineering students how to measure and reduce noise from motor vehicles).

I will also point out that, in 2015, the Madison Board of Park Commissioners did exactly this, setting a condition on permits for amplified music in city parks with "a limit of 95 decibels when measured at the sound board of events and an 85-decibel limit 150 feet from the source if there is no board."

This is discussed in this article in the Capital Times:

https://urldefense.proofpoint.com/v2/url?u=https-3A__madison.com_ct_news_local_govt-2Dand-2Dpolitics_madison-2Dparks-2Dcommission-2Dreaches-2Dcompromise-2Don-2Dsound-2Dpermits-2Dfor-2Dfestivals_article-5Fe265981d-2D11ff-2D5012-2Daea7-2D782fb8892664.html&d=DwIBAg&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=2MtVRMew_bchyGAP7ZqJik2RkvN6isg5tYwi4sfcfw0&m=lbyJ_lSmE7zwwcdpn9aJBl_FJaAeTWNUs1BLPd7xDak&s=4FVVBop2z2W3q4g7UEpyqrKGFwBMLqt7rPSkT6QC1uw&e=

A City Parks ranger is assigned to be on duty to monitor and enforce these limits.

The city does the same thing for outdoor amplified music events at Breese Stevens Stadium:

https://urldefense.proofpoint.com/v2/url?u=http-3A__breesestevensfield.com_wp-2Dcontent_uploads_2019_02_2019-2DBreese-2DStevens-2DField-2DAnnual-2DNeighborhood-2DImpact-2DPlan.pdf&d=DwIBAg&c=byefhD2ZumMFFQYPZBagUCDuBiM9Q9twmxaBM0hCgII&r=2MtVRMew_bchyGAP7ZqJik2RkvN6isg5tYwi4sfcfw0&m=lbyJ_lSmE7zwwcdpn9aJBl_FJaAeTWNUs1BLPd7xDak&s=GPAEX7T0LNFD3ELxFyZL6xY4eobsriz3-n4eJMEddf4&e=

where the limit is "no greater than a sustained 100 dB (across all octave bandwidths) at the sound production stage for each concert event", "a dB level under 85 at the perimeter of the stadium" for "all other events", and that there they will not "allow any music to be played during practices of any sort at the facility."

While I may make minor quibbles about the language of these regulations ("across all octave bandwidths" is somewhat open to interpretation because it fails to specify width of these bands, which are probably expected to mean a third-octave rather than a full octave; no response time weighting is specified; and no perceptual or time weightings at all are specified for the perimeter limit levels), it is clear that the city understands that the neighborhood impact of amplified music can be effectively regulated based on decibel levels, even if that regulation is somewhat imperfect. The fact that something is non-trivial to regulate is not a good reason not to regulate it at all.

The neighborhood is desperate for some sort of enforcement of limits on disruption caused by athletic events at Edgewood, and fear that the repeal of the Master Plan will only make this situation worse. Please keep the Master Plan in place, so there is a framework for negotiating and establishing use of their property. Edgewood's conduct in this matter has had an extremely negative impact on their neighbors, retaining and enforcing the Master Plan is essential to putting a stop to this.

Repealing the Master Plan will not promote public health, safety, and welfare in the neighborhood or throughout the city. It gives no consideration to existing conditions and the current use of the property. Repealing the Master Plan will harm, not conserve,

property values. Repealing the Master Plan is a clear step backwards and I hope this commission votes to recommend that the repeal be rejected.

Thank you for allowing me this opportunity to ensure that this important decision is made on the basis of correct information,

Ethan Brodsky



December 5, 2019

City of Madison Planning
215 Martin Luther King Jr. Blvd.
Madison, WI 53703

Dear Ms. Stouder and City of Madison Plan Commission:

Friends of Lake Wingra has concerns about the impact of Edgewood High School's proposed developments- specifically its current desire to repeal the campus Master Plan. At this time, our three biggest concerns are:

1. Undermining the community's belief in the planning process for any type of future engagement and public input.
2. Cultivating mistrust between local agencies/ organizations and residents.
3. Making the natural environment surrounding Edgewood High School's campus vulnerable to degradation on many different levels, from a variety of sources.

Related to these concerns, this Master Plan underwent extensive community engagement. Respecting that process by making amendments to agreed upon plans fosters the trust that groups aim to establish with each other. Repealing the plan does the opposite.

Lakes make Madison unique. The growing pains Madison faces highlight the importance of providing our community with an equitable and accessible escape to a thriving natural environment, like Lake Wingra. The Common Council even adopted a Wingra watershed management plan in 2016 to foster a similar vision. Likewise, the Master Planning process can include considerations for habitat, water quality, stormwater management, and protections from pollution- including those from light or sound. Planning for, documenting, mitigating and enforcing these considerations is important.

We strongly feel Lake Wingra, a truly unique and special urban lake, deserves some type of protection, accountability, and proper representation before significant development can irrevocably change it.

Thank you for listening to our opinion.

Respectfully,

Ben Yahr, Chairman of the Board of Directors



PO Box 45071
Madison, WI 53744



www.lakewingra.org
FB: Friends Of Lake Wingra
IG: friendsoflakewingra



info@lakewingra.org
Subscribe to our newsletter on
our website

From: Gary Stebnitz <garystebnitz@yahoo.com>
Sent: Tuesday, December 10, 2019 6:45:26 PM
To: Stouder, Heather
Subject: Edgewood master plan

Please distribute this email among those members voting to prohibit Edgewood's exit from the master plan.

I sincerely hope that Edgewood sues the city over the inane decision the commission made last night, because Edgewood will surely win. There is a complete lack of critical thinking among the fringe liberals serving in that group. What an odd dichotomy, they passed unanimously the Salvation Army's plan several weeks ago, while neighbors testified of public urination and drug use literally in their front yards, and yet had the unmitigated gall to refuse sports being played by students on ground that Edgewood has owned for 100 years. While I don't relish paying taxes to defend the city in a lawsuit, I'm happy to do it if it can help the city officials and volunteers stop making illegal decisions based on their own biases. While I support the Salvation Army project, just think of how those east side homeowners will feel using their taxes to defend Edgewood's lawsuit. You thumbed your noses at them, but gave all the support in the world to the latte sipping, hundred dollar haircut liberals on the near westside. Hopefully this will serve as an example to our new mayor to be more investigative as to the biases of those she appoints to serve on committees.

Sincerely,

Gary Stebnitz
Madison

From: Kelly Ehlers <kehlers@evokebrands.com>
Sent: Wednesday, December 11, 2019 11:15 AM
To: Stouder, Heather <HStouder@cityofmadison.com>
Cc: Baldeh, Samba <district17@cityofmadison.com>; All Alders <allalders@cityofmadison.com>
Subject: LET EDGEWOOD HAVE LIGHTS! FOR THE KIDS!

Campaign goals this year are:

- Recruitment 10:57 AM
- Lead generation 10:57 AM
- Retention 10:57 AM

Hello Heather and Samba,

I'm a business owner in Madison and also an Edgewood parent of two boys. **WHY** are you rejecting the notion of letting our children play under the stadium lights? It's absurd.

Do you know that we also park at the Edgewood school for the Badger Football games and we can see the lights - from the stadium, and hear Jump Around as if we were in the stadium? Why are we not opposing that as well?

Please Alders - take this seriously and let Edgewood play games - with lights - as any other urban school would be able to do.

I think as Madison residents we need to understand that urban schools - in most cities in the country allow this. Let's open our eyes.

Kelly Ehlers

Kelly Ehlers
Founder / President
The Evoke Agency

www.TheEvokeAgency.com
480.296.9301: direct
kehlers@evokebrands.com

From: Craig Stanley <craig@broadwing-advisors.com>

Date: December 14, 2019 at 1:38:57 PM CST

To: "Evers, Tag" <district13@cityofmadison.com>

Subject: Edgewood Master plan

Tag,

I know we have talked over time on this issue but I wanted to go on the record and indicated that I support Edgewood's withdrawal from the Master Plan. The Master Plan was a volunteer election by Edgewood and as a result they should be allow to make its own decision on its plan going forward for it future.

Separately, I fundamentally believe Edgewood has acted in good faith throughout this process.

Thank you.

Craig Stanley
1525 Vilas Ave

From: Evers, Tag
Sent: Friday, December 20, 2019 5:17 PM
To: TOBY C CAMPBELL
Subject: Re: Edgewood

Toby,

I wanted to take a moment to respond to your concerns about discrimination.

The city is not discriminating against Edgewood in any manner, and certainly not doing so on the basis of religion.

This is a real estate issue and, as with most land-use disputes in the world of real estate, the key debate is around location and proximity.

In other words, if Edgewood were a secular institution, we'd be in a similar fix of having to weigh the interests of the institution against that of their neighbors.

Here is a link to a recent court decision involving claims very similar to those contained in Edgewood's lawsuit: <https://religionclause.blogspot.com/2019/12/lighting-regulations-limiting-use-of.html>.

You'll notice the court did not find religious discrimination was at play in that instance, and it's not apparent to me that there's a strong case to be made that such is at play here.

Three local neighborhood associations, Dudgeon-Monroe, Vilas, and Greenbush, have come out in support or retaining the Master Plan, arguing the city should place a high premium on resident participation in the public process.

I believe that argument has merit.

That said, I'm available to discuss in person, in a spirit of mutual respect, valuing difference of opinion and believing we all want what is best for our neighborhood.

Let me know if that interests you.

Very kind regards and best wishes for a happy and safe holiday.

Tag

Tag Evers

DISTRICT 13 ALDER
CITY OF MADISON
(608) 424-2580
district13@cityofmadison.com

Subscribe to my blog at www.cityofmadison.com/council/district13/blog

From: Evers, Tag
Sent: Saturday, November 23, 2019 11:13 AM
To: TOBY C CAMPBELL
Subject: Re: Edgewood

Dear Toby,

Thank you for taking the time to write to me.

I appreciate hearing your concerns and will keep them in mind moving forward.

Very best regards,

Tag

Tag Evers

DISTRICT 13 ALDER
CITY OF MADISON
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district13@cityofmadison.com

Subscribe to my blog at www.cityofmadison.com/council/district13/blog

From: TOBY C CAMPBELL <tcc@medicine.wisc.edu>

Sent: Friday, November 22, 2019 9:55 PM

To: Evers, Tag

Subject: Edgewood

Hi Tag,

Thank you for your efforts for the neighborhood. I'm at 2115 West Lawn Ave. I'm trying to stay up to date on Edgewood stadium project. I understand you're opposed to the project and to their moves to withdraw their master plan. My read of the articles is you and the City do not seem to have a solid leg to stand on legally and I worry the direction you're leading us towards will result in costly and embarrassing legal bills. I don't want to be a part of discriminatory behaviors on any basis, including on religion. Our neighborhood is active and vibrant. My personal perspective is we are unlikely to even notice that Edgewood is hosting games. Thus, I want to state my support for treating the high schools the same and allowing Edgewood to withdraw their master plan and take steps to try and avoid losing the lawsuit.

Best regards,

Toby Campbell

From: Craig Recob <craig.recob@gmail.com>
Sent: Tuesday, January 7, 2020 10:46 AM
To: All Alders <allalders@cityofmadison.com>
Cc: Stouder, Heather <HStouder@cityofmadison.com>; Baldeh, Samba <district17@cityofmadison.com>
Subject: Keep the Master Plan. Vote NO on ordinance #56839

To the Common Council,

What has been proposed by Edgewood is simply not a compatible use for the surrounding neighborhoods and green space.

We have seen increased redevelopment of the Monroe Street corridor and surrounding areas, many old buildings making way for higher density housing and increased commercial spaces, all of which are important to maintain healthy, vibrant neighborhoods that continue to provide services to the area.

Yes there is great consternation, passionate opinions and back to the drawing board many times, but the cream rises to the top and the projects are eventually built – and that's a good thing. The city gets increased tax revenue without extending services; the area gets shops, restaurants and services. The residents of the area are served on many levels.

A stadium with lighting and amplified sound does not improve the quality of life for the residents that live in the area; it only provides a benefit to Edgewood High School of which most of the students do not live in the area or even the city of Madison.

I urge you to vote NO on ordinance #56839 (Repealing the Campus Master Plan for Edgewood Campus) to protect the integrity of the public process. Keep the master plan.

Thank you.

Craig Recob
885 Terry Place
Madison, WI