

MEMORANDUM OF UNDERSTANDING  
REGARDING THE JOINT USE OF THOREAU SCHOOL GROUNDS AND NAKOMA PARK

This Memorandum of Understanding made by and between the City of Madison, a municipal corporation of Dane County, by its Board of Park Commissioners, hereinafter referred to as "the City", and the Madison Metropolitan School District, hereinafter referred to as "the District".

WHEREAS the City and the District wish to work cooperatively with respect to maximizing opportunities for their constituents to use Nakoma Park, hereinafter "the park", including the Park's playground equipment and District grounds and playground equipment at Thoreau School, while at the same time preserving and maintaining such park, grounds and playground equipment, and

WHEREAS, the Plan Commission conditionally approved the Thoreau Elementary School expansion project, subject to the parties' written agreement which reflects such cooperation, a copy of the conditions are attached hereto and incorporated herein by reference, and

WHEREAS, the parties desire, and hereby have reduced to writing how the District intends to cooperate and meet the aforementioned conditions,

NOW, THEREFORE, in consideration of their mutual covenants, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City recognizes and acknowledges the joint use of the Park by the District and the general public. It is agreed that when the District is using the Park, the District shall not exclude members of the general public from also using the park during that time.
2. The District hereby recognizes and acknowledges that the general public may use the District's playground equipment and the grounds located at Thoreau School and the District hereby agrees that during times in which such playground equipment and grounds are not being used by the District that such playground equipment and grounds may be used by the general public unless the District provides a reasonable basis upon request of the City for either not allowing or limiting such general public use.
3. The District hereby recognizes and acknowledges that the general public may use the Thoreau School parking lot area either during non-school hours or during times when there are no school-related activities, and the District hereby agrees that during times in which the District is not using the parking lot area at Thoreau School, such parking lot area may be used by the general public unless the District provides a reasonable basis upon request of the City for either not allowing or limiting such general public use.
4. The parties agree that inasmuch as no changes to existing grounds and plantings are contemplated, there is no need for the City Parks Department to approve the grading plan and planting plan for the portion of the Thoreau School grounds adjacent to the Park property to be the most compatible with tree protection. However, if any such changes are to be made in the future the City Park Division Staff shall be consulted.
5. Not later than November 15, 1991, the District agrees to provide a handicapped accessible asphalt 8' wide path from the parking lot through the

low area to the Park playground and a handicapped accessible concrete 5' wide path from the parking lot to the new playground north of Thoreau School. It is understood that the parties have agreed that at this time there is no need for the District to provide a wood chip path from the new playground north of Thoreau School directly to the Park playground. The District agrees to provide such path in the future if the City deems it necessary after discussion with the District. The District agrees to install an approximately 90' post and rail fence below the north playground of Thoreau School to prevent direct access to the Park.

6. The District agrees to use school exits and access paths that minimize damage to grounds and vegetation of the Park.

7. The District has and will continue to use Thoreau School playgrounds as much as possible and has and will continue to expand the school playground facilities where feasible.

8. The District agrees to direct ball games and other turf activity into open areas rather than under the canopy of the oak trees of the Park.

9. The District agrees to keep the Park facilities at the Park open to school day use by the public for organized or private preschool activities, in accordance with the joint use provision set forth in paragraph (1) above.

10. Upon written request of either party, this Memorandum of Understanding shall be reviewed by the Park Commission and the School District.

11. Nothing in this Memorandum of Understanding shall be construed to limit the powers and authority of the Park Commission to regulate the use of the park by the general public.

12. This Memorandum of Understanding is the entire agreement between the parties.

13. This Memorandum of Understanding was drafted by Alderperson Jean Stewart, Simon Widstand from Parks Department, Assistant City Attorney Larry O'Brien and Clarence Sherrod Legal Counsel for the School District.

City of Madison

Linda Bellman  
Linda Bellman  
Vice President  
of Park Commission

11/18/91  
Date

Madison School District

Nan Brien  
Nan Brien  
President of Madison  
Board of Education  
Madison Metropolitan School  
District

10/24/91  
Date

Daniel Stapay  
Daniel Stapay  
Park Superintendent

11/18/91  
Date

Howard L. Sampson  
Howard L. Sampson  
Secretary of Madison  
Board of Education  
Madison Metropolitan School  
District

10/24/91  
Date