

Ordinance No. 121620

Council Bill No. 115011

AN ORDINANCE relating to the Woodland Park Zoo; authorizing the Superintendent of Parks and Recreation to amend the Operations and Management Agreement between the City of Seattle and the Woodland Park Zoological Society.

CF No. _____

Date Introduced:	9-7-04		
Date 1st Referred:	9-7-04		
Date Re - Referred:	To: (committee) Parks, Neighborhoods & Education		
Date Re - Referred:	To: (committee)		
Date of Final Passage:	Full Council Vote: 9-0		
Date Presented to Mayor:	Date Approved: 10/15/04		
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/>	F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:		
Date Passed Over Veto:	Veto Sustained:		

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

Aye: PS, JD, JG, DD
Nay: ~~Ø~~
Abstain: NL
Pass as amended

Committee Action:

10-11-04 Passed As Amended 9-0

This file is complete and ready for presentation to Full Council. Committee: _____

LAW DEPARTMENT

Law Dept. Review

OMP
Review

City Clerk
Review

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ORDINANCE 121620

AN ORDINANCE relating to the Woodland Park Zoo; authorizing the Superintendent of Parks and Recreation to amend the Operations and Management Agreement between the City of Seattle and the Woodland Park Zoological Society.

WHEREAS, the City owns the public zoological gardens located in the City of Seattle known as the Woodland Park Zoo (Zoo); and

WHEREAS, two separate studies, the 1988 Gardener study and the 1998 Transpo Study, found that the existing parking lots at the Zoo were inadequate to handle the current and projected Zoo attendance; and

WHEREAS, the scoping process for the Environmental Impact Statement (EIS) for the Woodland Park Zoo's proposed Long-Range Physical Development Plan (Long-Range Plan) identified the impact of Zoo visitor parking on the surrounding neighborhoods as the principal concern for study of the EIS; and

WHEREAS, over 20 meetings, presentations and workshops and other opportunities for public comment, participation and discussion related to the Long-Range Plan generated over 300 comments from over 100 participants focused on parking alternatives; and

WHEREAS, the proposed Long-Range Plan and EIS considered seven parking garage alternatives; and

WHEREAS, the City of Seattle through its Department of Parks and Recreation (DPR) entered into an Operations and Management Agreement (Agreement) with the Woodland Park Zoological Society (WPZS), a public benefit corporation, for the operations and management of the Zoo by the WPZS; and

WHEREAS, as part of the Agreement, the City and the WPZS agreed to conduct a study to address traffic and parking issues in the surrounding neighborhood; and

WHEREAS, the aforementioned studies have been undertaken and completed; and

WHEREAS, the Agreement stipulates that if a parking garage is identified in the Long-Range Plan, the City shall partially finance the parking garage; and

WHEREAS, the DPR and WPZS have prepared for City Council consideration a Long-Range Plan that includes a parking garage; and



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08/09/04
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1 WHEREAS, the Seattle City Council has held a public hearing in accordance with the
2 requirements of Mayor's Standard Operating Procedure regarding notice and hearing
procedures for certain major capital projects as concurred in Resolution 30096; and

3 WHEREAS, due to the timing of the development of the Long-Range Plan and other planning
4 delays, a parking garage will not be completed within the timeline contemplated in the
Agreement; NOW, THEREFORE,

5 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

6 Section 1. The Superintendent of Parks and Recreation ("Superintendent"), or his
7 designee, is hereby authorized, for and on behalf of the City, to enter into an amendment,
8 substantially in the form of Attachment 1 to this ordinance, to the Operations and Management
9 Agreement dated March 1, 2002 between the City of Seattle and the WPZS and authorized by
10 Ordinance 120697.
11

12 Section 2. Any act consistent with the authority of this ordinance taken prior to Council
13 passage of this ordinance is hereby ratified and confirmed.
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1 Section 3. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 11th day of October, 2004, and signed by me in open
5 session in authentication of its passage this 11th day of October, 2004.

6
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8 Jan Dango
President of the City Council

9 Approved by me this 15th day of October, 2004.

10
11 Gregory J. Nickels
Gregory J. Nickels, Mayor

12 Filed by me this 18th day of October, 2004.

13
14
15 Scott
City Clerk

16
17 (Sent)

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19
20 Attachment 1: Amendment to the Operations and Management Agreement



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ATTACHMENT 1

AMENDMENT 1 TO THE WOODLAND PARK ZOO OPERATIONS AND MANAGEMENT AGREEMENT

This Amendment (Amendment 1) amends the Woodland Park Zoo Operations and Management Agreement (the "Agreement"). This Amendment is made and entered into as of _____ by and between THE CITY OF SEATTLE, a Washington municipal corporation (the "City") acting through its DEPARTMENT OF PARKS AND RECREATION (the "Parks Department"), and the WOODLAND PARK ZOOLOGICAL SOCIETY, a Washington non-profit corporation ("WPZS") (collectively, the "Parties").

RECITALS

WHEREAS, City of Seattle Ordinance 120697 approved an Operations and Management Agreement between the City and WPZS wherein WPZS assumed operational and managerial responsibility for the Woodland Park Zoo (the "Zoo") over a renewable twenty-year period, effective March 1, 2002; and

WHEREAS, two separate studies, the 1988 Gardener study and the 1998 Transpo Study, found that the existing parking lots at the Zoo were inadequate to handle the current and projected Zoo attendance; and

WHEREAS, the scoping process for the Environmental Impact Statement (EIS) for the Woodland Park Zoo proposed Long-Range Physical Development Plan (the "Long-Range Plan"), identified the impact of Zoo visitor parking on the surrounding neighborhoods as a principal concern for study in the EIS; and

WHEREAS, as required under the Agreement, the City and WPZS studied traffic and parking issues associated with the proposed Long-Range Plan. The studies were undertaken in the context of preparing a new EIS on the proposed Long-Range Plan and satisfied the requirements of the Agreement; and

WHEREAS, a new EIS (prepared during the second half of 2002 and the first half of 2003, published in draft in July 2003 and in final on December 31, 2003) on the proposed Long-Range Plan examined seven alternate scenarios for provision of structured parking at the Zoo to satisfy the needs of the Zoo for parking and help address impacts of the Zoo on its surrounding neighborhoods; and

WHEREAS, the City and WPZS have now identified the structured parking alternative that best balances the need for increased parking capacity with cost considerations; and

WHEREAS, the Parks Department and WPZS have included a parking garage in the proposed Long-Range Plan;



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NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definition.

1.1 Subsection 1.13, "EIS," is hereby amended as follows:

"EIS" shall mean the ~~draft~~ final revised environmental impact statement prepared for the Zoo's draft Long-Range Plan ~~2004~~ 2002.

1.2 Subsection 1.17, "Long Range Plan" is hereby amended as follows:

"Long-Range Plan" shall mean the Zoo's draft Long-Range Plan ~~2004~~ 2002, and any adoption or amendments thereto, prepared as a 20-year development plan and update of the 1976 Long-Range Plan.

1.3 Subsection 1.27, "Parking Garage," is replaced with the following:

"Parking Garage" shall mean the parking structure, structures or surface improvements as described in Section 2 of this Amendment.

2. Parking Garage. With respect to the Parking Garage, the Agreement is hereby amended as follows:

2.1 Insert a new Subsection 8.9 as follows:

Zoo On Site Parking. Following completion of the revised EIS and after considering the alternatives examined, the Parties concur that not less than 1,360 visitor parking spaces shall be provided at the Zoo through a combination of a parking structure or structures and surface improvements. Such total spaces shall be available as soon as practicable but not later than December 31, 2010. Such total spaces shall be provided as follows: (a) construction by WPZS of a multi-story parking structure located north of the current West Entrance to the Zoo on Phinney Avenue providing approximately 700 stalls, the final number of such stalls to be determined by WPZS with the consent of the Parks Department and; (b) surface improvements yielding the balance of the requisite minimum number of spaces including existing surface parking (net of any spaces lost to construction of the parking structure) and additional spaces to be provided at locations to be determined by WPZS with the consent of the



Parks Department. It is the intention of the Parties that there be no diminution of overall Zoo green space, from that reflected in the Long-Range Plan due to changes in parking.

2.2 City Finance Responsibility. Subsection 8.2 is replaced with the following:

Parking Structure Construction and Financing. Construction of the parking structure by WPZS provided for herein shall commence as soon as practicable following City approval of the proposed revised Long-Range Plan. The rights and obligations of the Parties with respect to the costs of development, design, construction, garage operations and maintenance, major maintenance, transportation demand and on-street parking management plan, taxes, financing, including interest, shall be defined and mutually agreed upon by May 1, 2005. If such agreement cannot be reached by May 1, 2005, WPZS may terminate this Agreement, provided that notice of such termination by WPZS to the City occurs prior to August 1, 2005.

At the request of WPZS but not earlier than March 1, 2007, the City shall provide to WPZS reimbursement for WPZS's documented payments to that date for expenses for development, design, construction, and financing of that parking structure, not to exceed \$16.2 million adjusted for inflation as set forth below. Thereafter, the City will reimburse WPZS monthly for the additional expenses it has incurred for the development, design, construction, and financing of such parking structure, but the total of payments by the City under this paragraph shall not exceed \$16.2 million adjusted for inflation as set forth below. The project scope and budget (including capitalization of development, design and construction financing interest) shall be determined by WPZS with the consent of the Parks Department.

Adjustment for inflation. The \$16.2 million payment shall be adjusted for inflation using the ENR 20-City Construction Cost Index. The initial inflation adjustment shall be calculated by multiplying the \$16.2 million payment by a fraction the denominator which is the ENR 20-City Construction Cost Index (the "Cost Index") for August, 2004 and the numerator which shall be the Cost Index for the month when the initial payment is made to WPZS. An additional inflation adjustment shall be made at the time any subsequent payment is made by multiplying the payment remaining after the previous payment by a fraction the denominator which is the Cost Index for the month when the previous payment was made and the numerator which is the Cost Index for the month when the subsequent payment is made. This adjustment for inflation is illustrated in the following table.



Payment Date	Balance before Payment ¹	Balance with Computed Inflation ²	Payment	Balance after Payment ³
01-Mar-07	16,200,000	17,503,739	2,000,000	15,503,739
01-Apr-07	15,503,739	15,542,499	1,000,000	14,542,499
01-May-07	14,542,499	14,578,855	1,000,000	13,578,855
01-Jun-07	13,578,855	13,612,802	1,000,000	12,612,802
01-Jul-07	12,612,802	12,644,334	2,000,000	10,644,334
01-Aug-07	10,644,334	10,670,945	3,000,000	7,670,945
01-Sep-07	7,670,945	7,690,122	3,000,000	4,690,122
01-Oct-07	4,690,122	4,701,847	2,000,000	2,701,847
01-Nov-07	2,701,847	2,708,602	1,000,000	1,708,602
01-Dec-07	1,708,602	1,712,874	1,500,000	212,874
01-Jan-08	212,874	213,406	213,406	0
Total			17,713,406	

Actual debt service on the amount borrowed by the City in order to be in a position to provide the funds under this Section 8.2 (\$16.2 million adjusted for inflation as provided herein plus issuance costs) shall be the "debt service for the Parking Garage" as that phrase is used in Section 8.3, and that phrase in Section 8.3 shall not include any other amounts.

2.3. Subsection 8.5 Parking Operations, is amended as follows: WPZS shall be solely responsible for operating the Parking Garage. Operations responsibility shall include maintaining the Parking Garage consistent with Section 17 below. WPZS will implement policies and incentives to encourage Zoo visitors to use such a garage. WPZS shall have exclusive control over applicable rates for using the Parking Garage. WPZS agrees to set parking rates to encourage short-term parking and carpooling and to ensure that parking revenues provide the maximum feasible share of debt service on the Parking Garage. The City reserves the right to change any terms of this section 8.5 if and only to the extent that such changes are required, in the opinion of legal counsel to the City, to provide or maintain the tax-exempt status of bonds issued for the Parking Garage. WPZS agrees to analyze and provide a recommendation with regard to a two-tiered parking rate structure that recognizes Seattle taxpayers' contribution to the construction of the Parking Garage. This analysis and recommendation will be provided to the City by May 1, 2005.

¹ Assumes inflation calculation begins August 1, 2004.

² Assumes 3% inflation per annum.

³ If any balance is available after final payment for the garage, the remaining balance goes to pay debt service on the project.



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2.4. Subsection 8.6 "Restricted Parking Zone" is replaced with the following:
Parking Management Strategies. Parking Management Strategies. As a part of the planning process for the garage, the City and the WPZS will jointly develop a Plan for parking management strategies. The development of this Plan will be jointly funded by the City and the Zoo. The Plan will identify interim (pre-garage opening) and long-term (after the garage opens) strategies and funding responsibility for such strategies that are acceptable to both the Zoo Society and the City. The interim strategies may include a limited RPZ (during the off peak months) or other means of reducing the parking and traffic impact in the neighborhood prior to the opening of the garage. The City and WPZS will use their best efforts to complete a draft Plan by September 1, 2005, to ensure that any financial obligations on the part of the City for implementation of the Plan can be considered as part of the budget cycle for 2006. As a part of this agreement and to ensure the continued viability of the Zoo, the City agrees not to implement a year-round RPZ or other year-round preferential parking for residents in the area within four blocks of the Zoo without the consent of the WPZS, until the earlier of December 31, 2010 or the date the parking structure provided for herein opens, except as set forth in the next paragraph.

Notwithstanding anything else in this Agreement, the City may implement a seasonal RPZ or other preferential parking for residents that includes any area within four blocks of the Zoo after notice to and consultation with the WPZS and residents in the affected area if either:

- (a) the alternative transportation plan called for by Section 8.7 has not been completed by July 1, 2007, or
- (b) any one or more of the following is absent from the completed alternative transportation plan under Section 8.7:
 - (i) implementation guidelines for identifying the number and types of events the Zoo intends to host during any particular year,
 - (ii) a complaint procedure for neighbors to address transportation and parking issues with the WPZS, or
 - (iii) formal involvement of residents from within four blocks of the Zoo in advising the WPZS on implementing the alternative transportation plan.

If a permanent RPZ is established, WPZS shall pay one permit fee per household for those households located within four blocks of the Zoo boundaries for an initial two-year period commencing upon completion of the garage or establishment of a permanent RPZ, whichever is later.

2.5 Alternative Transportation. Subsection 8.7 is amended as follows:

Alternative Transportation. To help relieve overflow parking in the neighborhood and provide access to the zoo through means other than driving, WPZS will continue to develop an alternative transportation plan



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in conjunction with King County Metro and the City's Department of Transportation. Such plan, to be completed by March 1st, 2007, will define the roles, responsibilities and each of the Parties' financial commitment regarding the development and implementation of on-street parking management and transportation demand management strategies. The plan will also provide incentives for improved transit, bicycle and pedestrian access, as well as bicycle corrals and transit options for major events. ~~Improved transit~~ Transit, bicycle and pedestrian access will be built into all parking improvements. WPZS will also develop an employee trip reduction plan, dedicated employee carpool spaces, and explore extending transit pass subsidies to all Zoo staff, adding a ~~flex~~car and participation in the guaranteed ride home program.

2.6 . Long-Range Plan. Section 9 is amended as follows:

The Parties acknowledge that this Agreement contemplates the adoption by the City of the Long-Range Plan, as deemed acceptable by WPZS, on or before ~~April 1, 2002~~ December 31, 2004. In the event that such a Plan is not adopted by ~~April 1, 2002~~ December 31, 2004, WPZS may terminate this Agreement, provided that notice of such termination must occur prior to March 31, 2005.

The Events Center shall not be opened before the Parking Garage is in operation or January 2009, which ever is earlier.

2.7 Title to Improvements. Subsection 13.4 is amended as follows:

Title to Improvements. Except as otherwise provided in this Agreement, all appurtenances, fixtures, improvements (including, specifically, the Parking Garage referenced in Section 8 of this Agreement), equipment, additions and other property attached to or installed in the Premises during the Term shall be and remain the property of City and shall not be removed by WPZS without approval of the Superintendent.

3. Miscellaneous.

3.1 Counterparts. This Amendment 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

3.2 Effect on Agreement. Except as otherwise modified or amended by this Amendment 1, all of the terms and conditions of the Agreement remain unchanged.



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DATED this ____ day of _____, 2004

THE CITY OF SEATTLE,
a Washington municipal corporation

WOODLAND PARK ZOOLOGICAL
SOCIETY, a Washington non-profit
corporation

By _____
Ken Bounds
Superintendent of Parks and Recreation

By _____
Deborah B. Jensen
President and CEO

By authority of Ordinance
No. _____

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**Council Central Staff Addendum to Executive's Fiscal Note for CB
115011**

W. Alves – October 6, 2004

The Executive's fiscal note accompanying their proposed version of this legislation shows no fiscal impacts in 2005 or 2006. On September 29, the Council Parks, Neighborhood and Education Committee voted unanimously to require changes to the Woodland Park Zoo Operations and Management Agreement that call for the City and the Zoo Society to use their best efforts to complete a draft of a Parking Management Strategies Plan by September 1, 2005 (See section 2.4 of attachment 1 to this CB). One purpose of this Plan would be to develop, and estimate the cost of, ways in which the Zoo visitor traffic and parking impacts on the neighborhoods surrounding the Zoo could be mitigated while waiting for the Zoo garage to be built (expected to open in 2008).

In order to develop such a plan by this time, the Council may have to amend or reprioritize SDOT's budget to provide that department with the capability to survey Zoo neighborhoods to evaluate the feasibility of establishing a modified RPZ or other mitigating measures. The Zoo Society and the City (SDOT and DOF) are still negotiating the scope, cost, and allocation of costs among the parties and do not have the information needed to amend this legislation's fiscal note yet. The expected total 2005 total cost would likely be in the \$50,000 to \$150,000 range, to be shared between the Zoo Society and the City. Once the Council has a proposal on the scope and sharing of the cost, Central Staff will review any needed changes to SDOT's budget as a budget issue for Council consideration this fall. If, at some later date, the City and the Zoo Society decide to implement some of the mitigating measures in 2006 or undertake further studies, there could be further SDOT budget changes needed in that year.

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8-08-04
DPR Zoo Amendment to MOA Ord
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Form revised April 13, 2004

FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Korie Voorheis 684-4135	Jan Oscherwitz 684-8510

Legislation Title: AN ORDINANCE relating to the Woodland Park Zoo; authorizing the Superintendent of Parks and Recreation to amend the Operations and Management Agreement between the City of Seattle and the Woodland Park Zoological Society.

Summary and background of the Legislation:

The amendments to the Operations and Management Agreement between the City of Seattle and the Woodland Park Zoological Society (WPZS) that are addressed by this legislation do the following:

- Modify the dates by which the City and WPZS will develop a parking garage at the Woodland Park Zoo and provide 1,360 visitor parking spaces as soon as practical but no later than December 31, 2010;
- Commit the City to providing funds in an amount not to exceed \$16.2 million (plus inflation from August 1, 2004) by March 1, 2007, or later at the request of WPZS, toward the cost of constructing the parking garage. The agreement spells out a methodology for calculating inflation. Payments will be made monthly based on invoices submitted by WPZS. As in the original agreement, debt service payment on these funds (after application of net revenues from parking) will be split with the City covering 75% and WPZS covering 25%;
- Set the date of May 1, 2005 for the City and WPZS to agree on the costs of development, design, construction, garage operations and maintenance, major maintenance, transportation demand and on-street parking management plan, taxes, financing, including interest. If agreement cannot be reached, WPZS may terminate the Agreement provided that notice of such termination occurs prior to August 1, 2005,
- Delay the time in which the City would establish any Restricted Parking Zone for residents or other preferential parking for residents in the area within four blocks of the Zoo's boundaries without the consent of WPZS from December 31, 2004 to the date the garage opens or December 31, 2010 whichever is earlier. In the interim, both parties agree to study both short-term and long-term RPZ options; and
- Change the date by which the City must adopt the Long-Range Plan from April 1, 2002 to December 31, 2004. In the event that such a Plan is not adopted by December 31, 2004, the amendments allow WPZS to terminate the Agreement, provided that such termination must occur prior to March 31, 2005.

This is companion legislation to the resolution that adopts the Long Range Physical Development Plan. In that plan, future parking needs and a proposed parking solution for the Zoo are identified.

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As early as 1988, the City and the Zoo recognized that existing Zoo parking was inadequate and that the overflow of Zoo patrons mixed with the increased housing development on Phinney Ridge was having an impact on neighborhood streets. The pedestrian safety and other parking improvements provided in the 1985 King County Zoo bond issue added approximately 30 additional spaces, bringing the total number of visitor parking spaces to 654 today. Parking and access was a key element of the 1995 Zoo Commission report and in the subsequent development of a new Long-Range Plan for the Zoo.

In 2002, the City of Seattle approved an Operations and Management Agreement ("Agreement") effective March 1, 2002 which provided for the transfer of operational and management responsibility for Woodland Park Zoo (Zoo) for a twenty year period (Ordinance 120697). Section 8 of that Agreement provided for the financing, construction and management of a parking structure to meet the Zoo's current and future parking needs, subject to the adoption of a new long-range plan for the Zoo. Section 1.27 anticipated that the new Parking Garage would bring the Zoo's visitor parking spaces to a total of 1,450. The revised Long-Range Plan states that there will be no fewer than 1,360 visitor spaces.

In 2002, DPR and WPZS developed a Long Range Physical Development Plan for the Zoo and an Environmental Impact Statement (EIS) for this Plan. Subsequently, the City of Seattle Hearing Examiner concluded that this EIS was not adequate, and the City and WPZS prepared a revised draft EIS, which was followed by a 45-day public comment period where both written and verbal comments on the document were accepted. The revised draft EIS examined the impacts of three different long-range zoo development scenarios, and seven different parking facility locations and configurations. In response to public comment, a number of changes were made to the revised draft EIS and to the Long Range Physical Development Plan, and a Revised Final EIS was published in December 2003. The Hearing Examiner rejected the only appeal of the Revised Final EIS, and further appeals were not pursued.

The Zoo's original parking proposal as outlined in the Final Revised Environmental Impact Statement (FREIS), was estimated to be in the \$30 - \$45 million range. Subsequently, WPZS, in collaboration with City staff, agreed upon a different parking proposal, one of the other alternatives examined in the Final Revised EIS. WPZS revised the Long Range Physical Development Plan to reflect this new agreement regarding parking and alternative transportation. The revised Long-Range Physical Development Plan is ready for review by the Seattle City Council, and the Revised Final EIS is available to assist the Council in considering environmental impacts.

The proposed new parking structure will be located north of the existing West entrance to the Zoo on Phinney Avenue, and would provide approximately 700 additional spaces for Zoo visitors bringing the total number of visitor parking spaces to at least 1,360. These additional parking spaces are anticipated to be available as soon as practicable but in no event later than December 31, 2010.

The City will refrain from instituting a restricted parking zone around the Zoo until the new

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parking structure opens except by mutual agreement with WPZS. WPZS will continue to work with KC/Metro and SDOT to identify incentives and opportunities for increased transit, bicycle and pedestrian access to the Zoo, in addition to the Zoo employee trip reduction program already in place. The parties will also study short-term and long-term RPZ options for the neighborhood around the Zoo. If an RPZ is established, WPZS will pay for one permit fee per household within the RPZ for the first two years of the RPZ.

WPZS and the City will share the cost of debt service in excess of that covered by parking revenues as described in the original Agreement. The debt-sharing ratio in the original Agreement was City (75%) and WPZS (25%). For planning purposes, we have assumed that in the first full year of operation, the Zoo will generate \$1,560,667 in parking revenues. Of this amount, per the original agreement \$537,713 will go toward Zoo general operations, \$462,364 will go toward operations and maintenance of the parking structures, leaving \$560,590 to allocate toward debt service. Under these assumptions, the City would pay \$712,138 toward debt service and WPZS will pay \$237,379. There are a number of outstanding issues on what is included in O&M costs related to parking. The amendment stipulates that the parties must come to agreement on O&M costs by May 1, 2005 or WPZS may terminate the Agreement.

WPZS will be responsible for the design, construction and operation of the parking improvements consistent with an adopted Long-Range Plan.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Woodland Park Zoo Parking Garage	TBD	5500 Phinney Avenue N.	March, 2007	2008

- Please check any of the following that apply:

☒ **This legislation creates, funds, or anticipates a new CIP Project.** (Please note whether the current CIP is being amended through this ordinance, or provide the Ordinance or Council Bill number of the separate legislation that has amended/is amending the CIP.) This CIP project will be included in the Mayor's Proposed 2005-2010 CIP.

☐ **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

☒ **This legislation has financial implications.** (Please complete all relevant sections that follow.)



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Appropriations:

Fund Name and Number	Department	Budget Control Level*	2004 Appropriation	2005 Anticipated Appropriation
TBD	Department of Parks and Recreation	K72440	\$0	\$0
TOTAL			\$0	\$0

Notes: Appropriation won't be needed until at least 2007.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2004	2005	2006	2007	2008	2009	Total
Spending Plan	\$0	\$0	\$0	\$17.8 M	\$0.2 M	\$0	\$18.0 M
Current Year Appropriation	\$0						
Future Appropriations		\$0	\$0	\$17.8 M	\$0.2 M	\$0	\$18.0 M

Notes: For planning purposes, the City has assumed it will issue 20-year debt in early 2007, for the amount equal to \$16.2 Million (plus the accumulated inflation to that point as determined by the ENR 20 City Construction Cost Index, and issuance costs). In this scenario, the City's issuances costs are 3% and the total amount provided to WPZS is \$17.5M plus inflation on the remaining balance through project completion.

WPZS intends to build a parking garage with approximately 700 spaces with three levels above grade and one level at grade, and plans to open it in 2008. WPZS has estimated that this garage would cost \$16.2M if it were built today (See Attachment 1 – Garage Development Costs). WPZS intends to begin design of the garage in Fall 2005 and assumes it will obtain a construction line-of-credit for approximately \$2 million for its use on the project until March 1, 2007 when the City makes its first payment.

If WPZS has incurred costs prior to March 1 2007, the City will pay those costs and the interim financing expense on March 1 2007. The interim financing does not add to the City's total contribution, but comes out of the total of \$16.2 million plus construction inflation. The City will make monthly progress payments thereafter. The amount of the City contribution will continue to escalate with construction inflation, with the inflation applied to the unpaid balance. If the City's contribution limit is reached before the garage is finished, any remaining costs will be borne by WPZS. If the garage is finished but the City's contribution limit has not been reached, the balance will be used to pay a portion of the overall project's debt service in the first year. The following table shows how the City payment and inflation calculation works (the numbers provide an example of payments to WPZS and do not represent the expected spending schedule for garage construction).



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Payment Date	Balance before Payment (1)	Balance with Computed Inflation (2)	Payment	Balance after Payment (3)
1-Mar-07	16,200,000	17,503,739	2,000,000	15,503,739
1-Apr-07	15,503,739	15,542,499	1,000,000	14,542,499
1-May-07	14,542,499	14,578,855	1,000,000	13,578,855
1-Jun-07	13,578,855	13,612,802	1,000,000	12,612,802
1-Jul-07	12,612,802	12,644,334	2,000,000	10,644,334
1-Aug-07	10,644,334	10,670,945	3,000,000	7,670,945
1-Sep-07	7,670,945	7,690,122	3,000,000	4,690,122
1-Oct-07	4,690,122	4,701,847	2,000,000	2,701,847
1-Nov-07	2,701,847	2,708,602	1,000,000	1,708,602
1-Dec-07	1,708,602	1,712,374	1,500,000	212,874
1-Jan-08	212,874	213,406	213,406	0
Total			17,713,406	

- 1) Assumes inflation begins August 1, 2004
2) Assumes 3% inflation per year
3) If any balance is available after final payment for garage, remaining funds go to pay debt service on the project

Funding source (in \$000s):

Funding Source (Fund Name and Number, if applicable)	2004	2005	2006	2007	2008	2009	Total
TBD (Bonds) – Includes 3% debt issuance costs on \$16.2 M inflated from August 1, 2004	\$0	\$0	\$0	\$18,046	\$0	\$0	\$18,046
Parking Revenue	\$0	\$0	\$0	\$0	\$561	\$571	\$1,132
WPZS	\$0	\$0	\$0	\$124	\$237	\$235	\$596
City Debt Service	\$0	\$0	\$0	\$372	\$712	\$704	\$1,788
TOTAL	\$0	\$0	\$0	\$18,542	\$1,510	\$1,510	\$21,562

Notes:

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Bond Financing Required:

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
General Obligations Bonds	\$17,503,739 + \$542,616 (3% Issuance)	5.5%	20 Years	1 st Qtr, 2007	\$1,510,107 Split between City (75%) and WPZS (25%) after deducting net parking revenues
TOTAL	\$18,046,355				\$1,510,107

We've assumed for planning purposes that the City will issue 20-year general obligation debt for \$17.5M plus issuance costs in early 2007. We've also assumed level debt service with an interest only payment in 2007. The term and structure of the debt are to be determined closer to the financing date. The City may consider issuing debt for a longer period or modifying the debt structure to better match the revenue stream. Attachment 2 provides the financing assumptions that are the basis for the 20 year operating pro-forma.

Uses and Sources for Operation and Maintenance Costs for the Project

O&M	2004	2005	2006	2007	2008	2009	Total
Uses							
Start Up	0	0	0	0	0	0	0
On-going	0	0	0	0	\$462,364	\$473,920	\$936,284
Sources (itemize)							
Parking Garage Revenue	0	0	0	0	\$462,364	\$473,920	\$936,284

Notes: This legislation assumes that the O&M for the Parking Garage will be paid for with revenues from the Parking Garage. See Attachment 3 – Zoo Parking Garage 20 Year Operating Statement. O&M costs include estimates for labor, utilities, insurance, supplies, ongoing repairs and maintenance, and sales tax on parking receipts. The labor costs assume that there will be an attendant on site during all hours that the garage is open. The O&M cost estimates shown here are subject to change based on future negotiations between WPZS and the City which will be completed by May 2005.

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Periodic Major Maintenance costs for the project: Estimate capital cost of performing periodic maintenance over life of facility. Please identify major work items, frequency.

Major Maintenance Item	Frequency	Cost	Likely Funding Source
NA	NA	NA	NA
TOTAL			

We assumed there would be no major maintenance costs in the pro forma because these costs were not addressed in the original Operations and Management Agreement, and are subject to future negotiations between WPZS and the City. For planning purposes, WPZS has assumed a cost of \$0.37 per square foot per year (\$92,750) as an estimate for major maintenance costs, which is based on the mid-range of the national experience as reported in "Parking", Weant and Levinson, Eno Foundation, 1990, p.84.

Funding sources for replacement of project:

The anticipated life of the garage is 50 years, with periodic major maintenance over this time. We anticipate that project replacement costs would be included as part of a future contract for Zoo operations.

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE
Impact: There will be no increase in City FTE's as a result of this project.

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2004 Positions	2004 FTE	2005 Positions**	2005 FTE**
TOTAL							

- **Do positions sunset in the future?** NA

- **What is the financial cost of not implementing the legislation:** Section 8.2 of the original Operations and Management Agreement required that the City provide financing for the Parking Garage by September 1, 2004, or WPZS could terminate the Agreement. Without this amendment to the Agreement, WPZS may terminate the Agreement and return the Operations of the Zoo to the City.

If a Parking Garage is not built, there will not be enough parking for visitors and the Zoo will lose revenue. See Attachment 4 – Comparison of Garage Options Considered for estimated revenue impacts.

The proposed parking structure construction will also generate sales tax revenue to the City.



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- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**

With the 1995 Zoo Commission, the Zoo began the process of examining its future, resulting in the governance change to non-profit management in 2002. In 1999, the Zoo began an update to the 1976 Long-Range Plan. Numerous community meetings and hearings were held, two environmental impact statements were produced and supporting traffic and transportation studies were conducted. The result is the updated Long-Range Plan. In conjunction with the revised Long-Range Plan, the FREIS examined seven parking mitigation alternatives to address the Zoo's long-standing parking and transportation issues. These alternatives and their impacts are clearly outlined in the Final EIS issued on December 31, 2003.

In the spring of 2004, WPZS approached the City with a proposal to build a garage at the South end of the Zoo that would be five stories below the ground, one story at ground level and one story above ground. The cost of this garage was estimated to be \$28.3 Million.

Staff from the City's Departments of Finance, Transportation, and Parks and Recreation evaluated this proposal and as well as two other larger, more costly, garage alternatives and did not recommend any of them due to the cost in comparison to the projected need and potential revenues associated with a larger garage. These garage alternatives ranged from \$28 to \$41 million in construction costs. Staff also considered one smaller garage costing \$15.6 million, but did not consider it cost effective given its size and the projected need and potential revenue. (See Attachment 4 - Comparison of Garage Options Considered).

In addition, the Executive contemplated alternatives to a garage, with City transportation planners evaluating commute trip alternatives to solve the community congestion problems. However, in the long term and with the projected growth at the Zoo, such measures could mitigate congestion and allow for the smaller sized garage proposed in this agreement, but were not sufficient to eliminate the need to construct a garage.

- **Is the legislation subject to public hearing requirements:** Yes, this legislation is subject to a public hearing because it involves a capital project that will cost more than \$5 million. This hearing will be scheduled by the City Council, following a 10-day public notice period.

In addition, the City and WPZS have held numerous public hearings regarding the Long-Range Plan and the Environmental Impact Statement, both of which address the environmental impacts of various alternative parking garage locations and configurations. Prior to construction of the garage, project-specific permitting and appropriate SEPA review would also take place.

- **What are the public benefits associated with this project?**

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Many public benefits of the Operations and Management Agreement are already being realized. The City has been relieved of the increases in operating and maintenance costs for the Zoo. The Zoo has continued to be a cherished community resource and offers award-winning education programs. It offers recreation programs from wildlife adventures to summer day camps. It provides a safe and unique venue for a variety of family and community celebrations, including concerts, public picnics, weddings and family reunions. The Zoo remains a leader in quality animal care; exhibit design, and wildlife conservation. The City accrues the direct economic benefits of increased tourism; visitor expenditures, tax revenues and job creation, estimated in a recent economic analysis at \$292 million over a five-year period, not including induced or indirect economic benefits. In spite of the general economic downturn, the Zoo has been able to maintain its workforce of family wage employees. The corporate and philanthropic community continues to support the Zoo's efforts to create new attractions and education programming.

In order to keep up with rising costs, increase its programs and improve exhibits, the Zoo must accommodate the expected increase in visitors that parallels the growth expected in the region. Without this proposed parking structure, not only would the Zoo neighborhood continue to experience adverse impacts, the Zoo would suffer economically. Without adequate parking, the Zoo would stagnate financially and find it difficult to maintain its current level of programming, maintenance and positive visitor experience.

• **Other Issues** (including long-term implications of the legislation):

This amendment requires the adoption of a new Long-Range Plan for Woodland Park Zoo that allows for the construction of a parking structure. Failure to adopt a plan with a garage has the potential to jeopardize the Operations and Management Agreement between the City and WPZS.

This amendment also requires the City and WPZS to study short and long-term RPZ options for the Zoo neighborhood. To help relieve overflow parking in the neighborhood, WPZS will continue to develop an alternative transportation plan in conjunction with King County Metro and the Seattle Department of Transportation.

Please list attachments to the fiscal note below:

- Attachment 1 – Zoo Parking Garage Development Costs
- Attachment 2 – Woodland Park Zoo Parking Garage Structure Assumptions Related to 20-Year Debt Arrangement and the Impact for 2008 (Garage Opening Year)
- Attachment 3 – 20 Year Operating Statement
- Attachment 4 – Comparison of Garage Options Considered



ATTACHMENT 1 (of the Fiscal Note)

ZOO PARKING GARAGE DEVELOPMENT COSTS

	WEST 4 LEVELS ABOVE GRADE
CONSTRUCTION HARD COSTS	
CONTRACTOR CONSTRUCTION COSTS	\$ 11,492,083
SALES TAX ON CONTRACTOR CONSTRUCTION	\$ 1,011,303
OTHER HARD COSTS	
DESIGN, ESCALATION & CONST. CONTINGENCY (@ 11.5% OF CONTRACTOR CONSTRUCTION COST)	\$ 1,321,590
AUTOMATED PARKING EQUIPMENT	\$ 250,000
WAYFINDING, SIGNAGE & MONUMENT SIGNS	\$ 150,000
FURNITURE, FIXTURES & EQUIPMENT	\$ 30,000
SALES TAX ON OTHER HARD COSTS	\$ 154,140
TESTING & INSPECTIONS	
GEOTECH	\$ 40,000
STRUCTURAL ENGINEER	\$ 50,000
	\$ 1,995,729
TOTAL HARD COSTS	\$ 14,499,116
ARCHITECTURAL AND ENGINEERING	
ARCHITECTURAL DESIGN SERVICES @ 5%	\$ 574,604
STRUCTURAL ENGINEER @ 1.5%	\$ 172,381
MECHANICAL ENGINEER @ .75%	\$ 86,191
PLUMBING	\$ 50,000
ELECTRICAL ENGINEER @ .5%	\$ 57,460
CIVIL ENGINEER @ .7%	\$ 80,445
ARCHITECTURAL & ENGINEERING REIMBURSABLE	\$ 60,000
	\$ 1,081,081
SPECIALTY CONSULTANTS	
ACOUSTICAL BASELINE NEIGHBORHOOD TESTING	\$ 10,000
PUBLIC INVOLVEMENT	\$ 25,000
LANDSCAPE DESIGN	\$ 60,000
GEOTECH ENGINEER	\$ 45,000
ENVIRONMENTAL ASSESSMENTS FOR PERMITS	\$ 25,000
SIGNAGE/GRAPHICS DESIGN	\$ 60,000
SITE SURVEY	\$ 20,000
TRAFFIC & TRANSPORTATION STUDY UPDATE & TMP	\$ 30,000
	\$ 275,000
OTHER SOFT COSTS	
PREDEVELOPMENT EXPENSES	\$ 45,000
PERMITS & FEES	\$ 35,000
PROJECT MANAGEMENT FEES	\$ 285,000
OWNER REIMBURSEMENTS	\$ 50,000
LEGAL: AGREEMENTS & CONTRACTS	\$ 25,000
INSURANCE (BUILDER'S RISK)	\$ 30,000
COMMISSIONING & START-UP COSTS	\$ 30,000
	\$ 500,000
PLANNING & DESIGN CONTINGENCY @ 5%	92,804
TOTAL SOFT COSTS	\$ 1,703,885
TOTAL DEVELOPMENT COSTS	\$ 16,203,001

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Attachment 2 to DPR Zoo Amendment to MOA . 3C
Woodland Park Zoo Parking Garage Assumptions Related to 20 Year Debt Arrangement

INTEREST RATE	5.5%
DEBT SERVICE TERM (20 YEARS)	20
PARKING LEVELS BELOW GRADE:	0
PARKING LEVELS AT GRADE:	1
PARKING LEVELS ABOVE GRADE:	3
NEW TOTAL FOR PUBLIC PARKING STALLS	1,360
PROJECT DEVELOPMENT/CONST. COSTS	\$ 16,200,000
Inflation	\$ 1,303,739
Estimated Cost of Debt Issuance (3%)	\$ 542,616
ESTIMATED DEBT TOTAL	\$ 18,046,355
 ESTIMATED ANNUAL DEBT SERVICE	 \$ 1,510,107
 <u>CALCULATION OF IMPACT ON 2008:</u>	
ESTIMATED ANNUAL VISITORS IN 2008	1,143,753
ATTENDANCE ADJUSTED FOR MODE (96% BY CAR)	1,098,003
 TOTAL CARS PARKING ANNUALLY	
Based on 3.5 average vehicle occupancy	313,715
Less Net Lost Vehicles adjustment for # of stalls provided	(1,581)
TOTAL CARS PARKING ANNUALLY	312,133
 PARKING FEE PER STALL	\$ 5.00
PROJECTED PARKING REVENUE	\$ 1,560,667
LESS ESTIMATED OPERATING EXPENSES	\$ (462,364)
NET OPERATING INCOME	\$ 1,098,303
LESS CURRENT PARKING REVENUE (held by Zoo Society)	\$ (537,713)
LESS RESERVE FOR MAJOR MAINTENANCE	
CASH AVAILABLE FOR DEBT SERVICE PAYMENT	\$ 560,590
UNCOVERED NET DEBT SERVICE	\$ 949,517
CITY 75% ANNUAL DEBT SHARE	\$ 712,138
ZOO 25% ANNUAL DEBT SHARE	\$ 237,379

Note: These annual debt share amounts will decrease as parking revenues increase over time.

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STATE OF WASHINGTON - KING COUNTY

--SS.

177979
CITY OF SEATTLE, CLERK'S OFFICE

No. ORDINANCE TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:121619-621 & 121623

121620

was published on

10/20/2004



Michael D. L.

Subscribed and sworn to before me on

10/20/2004

Jennifer A. Patzer

Notary public for the State of Washington,
residing in Seattle



State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on October 11, 2004, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 121623

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 121621

AN ORDINANCE relating to the Bridge Way North and Fremont Circulation Project; amending the 2004 - 2009 Capital Improvement Program; authorizing the Director of Transportation or her designee to execute an agreement with the Transportation Improvement Board for a state grant; authorizing the Director of Transportation or her designee to enter into agreements with Quality Food Centers, Inc., the Fremont Chamber of Commerce, the Quadrant Corporation, and the Fremont Housing Group, LLC; authorizing the acceptance and deposit of the funds to be received; and making a reimbursable appropriation; all by a three-fourths vote of the City Council.

ORDINANCE NO. 121620

AN ORDINANCE relating to the Woodland Park Zoo; authorizing the Superintendent of Parks and Recreation to amend the Operations and Management Agreement between the City of Seattle and the Woodland Park Zoological Society.

ORDINANCE NO. 121619

AN ORDINANCE relating to the Fremont Bridge Approaches Project and maintenance of the Fremont Bridge and approaches; authorizing Seattle Department of Transportation (SDOT) to acquire real property rights for the reconstruction, operation, inspection, and maintenance of the Fremont Bridge and approaches; and authorizing acquisition of real property rights by condemnation, if necessary.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, October 20, 2004.
10/20(177979)

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

**Attachment 3 to DPR Zoo Amendment to MOA FISC:
Woodland Park Zoo Parking Garage 20 Year Operating Statement ⁽¹⁾**

YEAR 13	2020 YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	2025 YEAR 19	YEAR 20	YEAR 21	20 Yr Totals	Key Operating Assumptions:
1,332,754	1,348,747	1,355,491	1,362,266	1,369,079	1,375,925	1,382,804	1,389,718	1,396,667		1.4% annually to 2020 (19% cum. From 2000); .5% thereafter
363,730	368,094	369,922	371,759	373,605	375,460	377,325	379,199	381,105		96% visitors arrive by car; 3.5 vehicle occupancy; on-site capacity adj.
\$ 6.50	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 7.50	\$ 7.50	\$ 8.00	\$ 8.00		Increased at \$.50 every 3 years
\$ 2,364,244	\$ 2,576,661	\$ 2,589,454	\$ 2,602,311	\$ 2,602,037	\$ 2,815,953	\$ 2,829,939	\$ 3,033,596	\$ 3,048,843	42,631,312	
\$ (219,165)	\$ (238,856)	\$ (240,042)	\$ (241,234)	\$ (259,749)	\$ (261,039)	\$ (262,335)	\$ (281,214)	\$ (282,628)	(3,951,923)	B&O and Sales Tax
\$ (439,757)	\$ (452,950)	\$ (466,538)	\$ (480,535)	\$ (494,951)	\$ (509,799)	\$ (525,093)	\$ (540,846)	\$ (557,071)	(7,979,378)	TDA estimate, escalated at 3%
\$ (658,923)	\$ (691,806)	\$ (706,581)	\$ (721,769)	\$ (754,699)	\$ (770,838)	\$ (787,428)	\$ (822,060)	\$ (839,699)	\$ (11,931,301)	
\$ 1,705,322	\$ 1,884,854	\$ 1,882,873	\$ 1,880,543	\$ 2,047,337	\$ 2,045,115	\$ 2,042,510	\$ 2,211,535	\$ 2,209,144	\$ 30,700,011	
\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	(10,216,547)	
\$ 1,167,609	\$ 1,347,141	\$ 1,345,160	\$ 1,342,830	\$ 1,509,624	\$ 1,507,402	\$ 1,504,797	\$ 1,673,822	\$ 1,671,431	\$ 20,483,464	
\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,470,744	28,692,031	
\$ 342,498	\$ 162,966	\$ 164,947	\$ 167,277	\$ 483	\$ 2,705	\$ 5,310	\$ (163,715)	\$ (200,687)	\$ 8,208,567	
\$ 256,874	\$ 122,224	\$ 123,710	\$ 125,458	\$ 362	\$ 2,029	\$ 3,982	\$ -	\$ -	\$ 6,651,418	Total Uncovered Debt Payments - City
\$ 85,625	\$ 40,741	\$ 41,237	\$ 41,819	\$ 121	\$ 676	\$ 1,327	\$ -	\$ -	\$ 2,217,139	Total Uncovered Debt Payments - Zoo



ement ⁽¹⁾

ing Assumptions:

y to 2020 (19% cum. From 2000); .5% thereafter
ve by car; 3.5 vehicle occupancy, on-site capacity adj.

\$.50 every 3 years

les Tax

e, escalated at 3%

ered Debt Payments - City

ered Debt Payments - Zoo

Attachment 3 to DPR Zoo Amendment to MOA FISC:
Woodland Park Zoo Parking Garage 20 Year Operating Statement ⁽¹⁾

	YEAR 17	YEAR 18	2025 YEAR 19	YEAR 20	YEAR 21	20 Yr Totals	Key Operating Assumptions:
258	1,369,079	1,375,925	1,382,804	1,389,718	1,396,667		1.4% annually to 2020 (19% cum. From 2000); .5% thereafter
759	373,605	375,460	377,325	379,199	381,105		96% visitors arrive by car; 3.5 vehicle occupancy, on-site capacity adj.
7.00	\$ 7.50	\$ 7.50	\$ 7.50	\$ 8.00	\$ 8.00		Increased at \$.50 every 3 years
311	\$ 2,802,037	\$ 2,815,953	\$ 2,829,939	\$ 3,033,596	\$ 3,048,843	42,631,312	
234	\$ (259,749)	\$ (261,039)	\$ (262,335)	\$ (281,214)	\$ (282,628)	(3,951,925)	B&O and Sales Tax
535	\$ (494,951)	\$ (509,799)	\$ (525,093)	\$ (540,846)	\$ (557,071)	(7,979,378)	TDA estimate, escalated at 3%
769	\$ (754,699)	\$ (770,838)	\$ (787,428)	\$ (822,060)	\$ (839,999)	(11,931,301)	
543	\$ 2,047,337	\$ 2,045,115	\$ 2,042,510	\$ 2,211,535	\$ 2,209,144	\$ 30,700,011	
713	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	(10,216,547)	
2830	\$ 1,509,624	\$ 1,507,402	\$ 1,504,797	\$ 1,673,822	\$ 1,671,431	\$ 20,483,464	
0.107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,470,744	28,692,031	
7.277	\$ 483	\$ 2,705	\$ 5,310	\$ (163,715)	\$ (200,687)	\$ 8,208,567	
58	\$ 362	\$ 2,029	\$ 3,982	\$ -	\$ -	\$ 6,651,418	Total Uncovered Debt Payments - City
1819	\$ 121	\$ 676	\$ 1,327	\$ -	\$ -	\$ 2,217,139	Total Uncovered Debt Payments - Zoo

**Attachment 3 to DPR Zoo Amendment to MOA FISC:
Woodland Park Zoo Parking Garage 20 Year Operating Statement ⁽¹⁾**

	2007 Debt YEAR 1	2008 -Garage Opens YEAR 2	YEAR 3	2010 YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	2015 YEAR 9	YEAR 10	
OPERATING INCOME											
PROJECTED ATTENDANCE	not applicable	1,143,753	1,159,766	1,176,003	1,192,467	1,209,161	1,226,090	1,243,255	1,260,660	1,278,310	
PROJECTED CARS PARKING ON-SITE	not applicable	312,133	316,503	320,935	325,428	329,985	334,606	339,292	344,044	348,863	
PROJECTED INCOME PER STALL/CAR	\$ 3.50	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.50	\$ 5.50	\$ 5.50	\$ 6.00	\$ 6.00	\$ 6.00	\$
 PROJECTED PARKING REVENUE	not applicable	\$ 1,560,667	\$ 1,582,516	\$ 1,604,673	\$ 1,789,856	\$ 1,814,919	\$ 1,840,335	\$ 2,035,754	\$ 2,064,266	\$ 2,093,178	\$
OPERATING EXPENSES											
TAXES @ 9.27%	not applicable	\$ (144,674)	\$ (146,699)	\$ (148,753)	\$ (165,920)	\$ (168,243)	\$ (170,599)	\$ (188,714)	\$ (191,357)	\$ (194,038)	\$
PROJECTED OPERATING EXPENSES	not applicable	\$ (317,690)	\$ (327,221)	\$ (337,037)	\$ (347,148)	\$ (357,563)	\$ (368,290)	\$ (379,338)	\$ (390,719)	\$ (402,440)	\$
SUBTOTAL OPERATING EXPENSES	not applicable	\$ (462,364)	\$ (473,920)	\$ (485,791)	\$ (513,068)	\$ (525,806)	\$ (538,889)	\$ (568,053)	\$ (582,076)	\$ (596,478)	\$
NET PARKING INCOME	not applicable	\$ 1,098,303	\$ 1,108,596	\$ 1,118,883	\$ 1,276,788	\$ 1,289,113	\$ 1,301,446	\$ 1,467,701	\$ 1,482,190	\$ 1,496,701	\$
OFFSET FOR PRIOR LEVEL OF ZOO PARKING REVENUE	not applicable	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$
PARKING CASH AVAILABLE FOR DEBT SERVICE	-	\$ 560,590	\$ 570,883	\$ 581,170	\$ 739,075	\$ 751,400	\$ 763,733	\$ 929,988	\$ 944,477	\$ 958,988	\$
DEBT SERVICE PAYMENT (\$18M bond, inc. issuance and inflation) ⁽²⁾	\$ 496,275	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$
NET UNCOVERED DEBT SERVICE	\$ 496,275	\$ 949,517	\$ 939,224	\$ 928,937	\$ 771,032	\$ 758,707	\$ 746,374	\$ 580,119	\$ 565,630	\$ 551,119	\$
 75% DEBT SERVICE BY CITY	\$ 372,206	\$ 712,138	\$ 704,418	\$ 696,703	\$ 578,274	\$ 569,030	\$ 559,781	\$ 435,089	\$ 424,223	\$ 413,340	\$
25% DEBT SERVICE BY WPZS	\$ 124,069	\$ 237,379	\$ 234,806	\$ 232,234	\$ 192,758	\$ 189,677	\$ 186,594	\$ 145,030	\$ 141,408	\$ 137,780	\$

⁽¹⁾ Pro forma based on assumptions in Attachment 2.

⁽²⁾ First year debt service payment partial year interest only. Final payment principal and partial year interest. If the garage is finished but the City's contribution limit has not been reached, the balance will be used to pay a portion of the overall project's debt service in the first year. This proforma assumes no balance is available. For modeling purposes, 20 year level debt at 5.5% interest is assumed. Term, structure and rate may vary.

Attachment 3 to DPR Zoo A



**Attachment 3 to DPR Zoo Amendment to MOA FISC:
Woodland Park Zoo Parking Garage 20 Year Operating Statement ⁽¹⁾**

2007 Debt YEAR 1	2008 -Garage Opens YEAR 2	2010 YEAR 3	2010 YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	2015 YEAR 9	YEAR 10	YEAR 11	YEAR 12
not applicable	1,143,753	1,159,766	1,176,003	1,192,467	1,209,161	1,226,090	1,243,255	1,260,660	1,278,310	1,296,206	1,314,353
not applicable	312,133	316,503	320,935	325,428	329,985	334,606	339,292	344,044	348,863	353,750	358,705
\$ 3.50	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.50	\$ 5.50	\$ 5.50	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.50	\$ 6.50
not applicable	\$ 1,560,667	\$ 1,582,516	\$ 1,604,673	\$ 1,789,856	\$ 1,814,919	\$ 1,840,335	\$ 2,035,754	\$ 2,064,266	\$ 2,093,178	\$ 2,299,373	\$ 2,331,582
not applicable	\$ (144,674)	\$ (146,699)	\$ (148,753)	\$ (165,920)	\$ (168,243)	\$ (170,599)	\$ (188,714)	\$ (191,357)	\$ (194,038)	\$ (213,152)	\$ (216,138)
not applicable	\$ (317,690)	\$ (327,221)	\$ (337,037)	\$ (347,148)	\$ (357,563)	\$ (368,290)	\$ (379,338)	\$ (390,719)	\$ (402,440)	\$ (414,513)	\$ (426,949)
not applicable	\$ (462,364)	\$ (473,920)	\$ (485,791)	\$ (513,068)	\$ (525,806)	\$ (538,889)	\$ (568,053)	\$ (582,076)	\$ (596,478)	\$ (627,665)	\$ (643,086)
not applicable	\$ 1,098,303	\$ 1,108,596	\$ 1,118,883	\$ 1,276,788	\$ 1,289,113	\$ 1,301,446	\$ 1,467,701	\$ 1,482,190	\$ 1,496,701	\$ 1,671,707	\$ 1,688,496
not applicable	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)	\$ (537,713)
-	\$ 560,590	\$ 570,883	\$ 581,170	\$ 739,075	\$ 751,400	\$ 763,733	\$ 929,988	\$ 944,477	\$ 958,988	\$ 1,133,994	\$ 1,150,783
(2) \$ 496,275	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107	\$ 1,510,107
\$ 496,275	\$ 949,517	\$ 939,224	\$ 928,937	\$ 771,032	\$ 758,707	\$ 746,374	\$ 580,119	\$ 565,630	\$ 551,119	\$ 376,113	\$ 359,324
\$ 372,206	\$ 712,138	\$ 704,418	\$ 696,703	\$ 578,274	\$ 569,030	\$ 559,781	\$ 435,089	\$ 424,223	\$ 413,340	\$ 282,084	\$ 269,493
\$ 124,069	\$ 237,379	\$ 234,806	\$ 232,234	\$ 192,758	\$ 189,677	\$ 186,594	\$ 145,030	\$ 141,408	\$ 137,780	\$ 94,028	\$ 89,831

only. Final payment principal and partial year interest. If the garage is finished but the City's contribution pay a portion of the overall project's debt service in the first year. This proforma assumes no balance is at 5.5% interest is assumed. Term, structure and rate may vary.

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Korie Voorheis:
8-06-04
DPR Zoo Amendment to MOA Ordinance
Version #: 1

ATTACHMENT 4 (of the Fiscal Note)

COMPARISON OF GARAGE OPTIONS CONSIDERED

Location/Option	Project Cost (Excluding Financing Costs)	Available Visitor Parking Stalls	Hours of Unmet Demand ⁽¹⁾	Net Loss of Vehicles (2.85 hours avg. length of stay)	Net Loss of Visitors (3.4 avg vehicle occupancy)	Estimated Annual Lost Revenue ⁽²⁾
Currently Existing Existing Parking (if RPZ is imposed)	\$0	654	111,848	39,245	135,002	\$1,554,350
Proposed Option West Garage (1 @, 3 up) with reduced staff parking	\$16,203,000	1,360	4,446	1,560	5,304	\$61,158
Preferred by WPZS South Garage w/West Lot (5 down, 1 @, 1 up)	\$28,300,000	1,420	2,836	995	3,383	\$39,008
West Garage (1 down, 1 @, 3 up)	\$20,900,000	1,360	4,446	1,560	5,304	\$61,158
West Garage (1 down, 1 @, 1 above)	\$15,590,000	1,005	31,159	10,933	37,172	\$428,615
West Garage (1 @, 3 up)	\$16,203,000	1,180	13,691	4,804	16,334	\$188,340

(1) Transpo calculated the amount of hours of excess parking demand by modelling attendance for the year 2000 on an hour-by-hour, daily basis.

(2) Per Cap admissions and enterprise revenue = \$10.06 (2004 rates). Parking rate assumed at \$5 per vehicle.
This excludes any estimate of the impact of disgruntled visitors who may never return due to parking difficulties.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

August 30, 2004

Honorable Jan Drago, President
Seattle City Council
City Hall, 2nd Floor

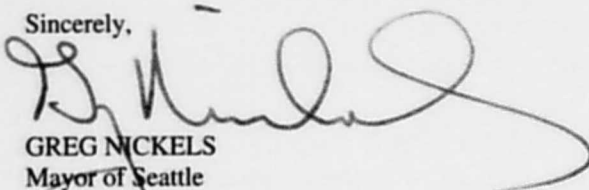
Dear Council President Drago:

I am pleased to transmit the attached Council Bill, which authorizes the Superintendent of Parks and Recreation to amend the Operations and Management Agreement between the City and the Woodland Park Zoological Society (WPZS). The existing Operations and Management Agreement states that if a parking garage is identified in the Woodland Park Zoo's Long-Range Plan, the City will finance that parking garage's construction costs. The proposed Long Range Physical Development Plan, which includes a four-level parking garage on the west side of the Zoo that is expected to open in 2008, is being transmitted in a separate Resolution that will be delivered to Council along with this Bill. In addition to referencing a garage, the existing Operations and Management Agreement between the City and WPZS prohibits the City from establishing a residential parking zone in the Zoo's neighborhood until December 31, 2004.

The attached Council Bill recommends amendments to the Operations and Management Agreement between the City and WPZS that would result in the City providing WPZS an amount not to exceed \$16.2 million, plus inflation and debt issuance costs, toward a parking garage. Payment would be made on March 1, 2007, or later at the request of WPZS. Payments will be made monthly based on invoices submitted by the WPZS. As in the original agreement, debt service payment on these funds (after application of net revenues from parking) will be split between the City (75%) and WPZS (25%). Additional details are presented in the Fiscal Note that accompanies this Bill. The attached legislation also proposes to extend the period during which the City will refrain from establishing a residential parking zone (RPZ) or other preferential residential parking program in the Zoo neighborhood without WPZS' consent until the garage opens, or December 31, 2010, whichever is earlier. In the interim, both parties have agreed to study short-term and long-term RPZ options for the neighborhood. Working in conjunction with the Seattle Department of Transportation and King County Metro, WPZS will continue to improve alternative transportation access to the Zoo for the benefit of visitors and Zoo employees.

I believe that the proposed revisions to the Operations and Management Agreement are critical to the success of the Zoo's Long Range Physical Development Plan, and appreciate your consideration of this legislation. Should you have questions, please contact Sarah Welch at 684-7303.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E:mail: mayors.office@seattle.gov

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ATTACHMENT 1

AMENDMENT 1 TO THE WOODLAND PARK ZOO OPERATIONS AND MANAGEMENT AGREEMENT

This Amendment (Amendment 1) amends the Woodland Park Zoo Operations and Management Agreement (the "Agreement"). This Amendment is made and entered into as of _____ by and between THE CITY OF SEATTLE, a Washington municipal corporation (the "City"), acting through its DEPARTMENT OF PARKS AND RECREATION (the "Parks Department"), and the WOODLAND PARK ZOOLOGICAL SOCIETY, a Washington non-profit corporation ("WPZS") (collectively, the "Parties").

RECITALS

WHEREAS, City of Seattle Ordinance 120697 approved an Operations and Management Agreement between the City and WPZS wherein WPZS assumed operational and managerial responsibility for the Woodland Park Zoo (the "Zoo") over a renewable twenty-year period, effective March 1, 2002; and

WHEREAS, two separate studies, the 1988 Gardener study and the 1998 Transpo Study, found that the existing parking lots at the Zoo were inadequate to handle the current and projected Zoo attendance; and

WHEREAS, the scoping process for the Environmental Impact Statement (EIS) for the Woodland Park Zoo proposed Long-Range Physical Development Plan (the "Long-Range Plan"), identified the impact of Zoo visitor parking on the surrounding neighborhoods as a principal concern for study in the EIS; and

WHEREAS, as required under the Agreement, the City and WPZS studied traffic and parking issues associated with the proposed Long-Range Plan. The studies were undertaken in the context of preparing a new EIS on the proposed Long-Range Plan and satisfied the requirements of the Agreement; and

WHEREAS, a new EIS (prepared during the second half of 2002 and the first half of 2003, published in draft in July 2003 and in final on December 31, 2003) on the proposed Long-Range Plan examined seven alternate scenarios for provision of structured parking at the Zoo to satisfy the needs of the Zoo for parking and help address impacts of the Zoo on its surrounding neighborhoods; and

WHEREAS, the City and WPZS have now identified the structured parking alternative that best balances the need for increased parking capacity with cost considerations; and

WHEREAS, the Parks Department and WPZS have included a parking garage in the proposed Long-Range Plan;



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NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definition.

1.1 Subsection 1.13, "EIS," is hereby amended as follows:

"EIS" shall mean the ~~draft~~ final revised environmental impact statement prepared for the Zoo's draft Long-Range Plan ~~2004~~ 2002.

1.2 Subsection 1.17, "Long Range Plan" is hereby amended as follows:

"Long-Range Plan" shall mean the Zoo's draft Long-Range Plan ~~2004~~ 2002, and any adoption or amendments thereto, prepared as a 20-year development plan and update of the 1976 Long-Range Plan.

1.3 Subsection 1.27, "Parking Garage," is replaced with the following:

"Parking Garage" shall mean the parking structure, structures or surface improvements as described in Section 2 of this Amendment.

2. Parking Garage. With respect to the Parking Garage, the Agreement is hereby amended as follows:

2.1 Insert a new Subsection 8.9 as follows:

Zoo On Site Parking. Following completion of the revised EIS and after considering the alternatives examined, the Parties concur that not less than 1,360 visitor parking spaces shall be provided at the Zoo through a combination of a parking structure or structures and surface improvements. Such total spaces shall be available as soon as practicable but no later than December 31, 2010. Such total spaces shall be provided as follows: (a) construction by WPZS of a multi-story parking structure located north of the current West Entrance to the Zoo on Phinney Avenue providing approximately 700 stalls, the final number of such stalls to be determined by WPZS with the consent of the Parks Department and; (b) surface improvements yielding the balance of the requisite minimum number of spaces including existing surface parking (net of any spaces lost to construction of the parking structure) and additional spaces to be provided at locations to be determined by WPZS with the consent of the

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Parks Department. It is the intention of the Parties that there be no diminution of overall Zoo green space, from that reflected in the Long-Range Plan due to changes in parking.

2.2 City Finance Responsibility. Subsection 8.2 is replaced with the following:

Parking Structure Construction and Financing. Construction of the parking structure by WPZS provided for herein shall commence as soon as practicable following City approval of the proposed revised Long-Range Plan. The rights and obligations of the Parties with respect to the costs of development, design, construction, garage operations and maintenance, major maintenance, transportation demand and on-street parking management plan, taxes, financing, including interest, shall be defined and mutually agreed upon by May 1, 2005. If such agreement cannot be reached by May 1, 2005, WPZS may terminate this Agreement, provided that notice of such termination by WPZS to the City occurs prior to August 1, 2005.

At the request of WPZS but not earlier than March 1, 2007, the City shall provide to WPZS reimbursement for WPZS's documented payments to that date for expenses for development, design, construction, and financing of that parking structure, not to exceed \$16.2 million adjusted for inflation as set forth below. Thereafter, the City will reimburse WPZS monthly for the additional expenses it has incurred for the development, design, construction, and financing of such parking structure, but the total of payments by the City under this paragraph shall not exceed \$16.2 million adjusted for inflation as set forth below. The project scope and budget (including capitalization of development, design and construction financing interest) shall be determined by WPZS with the consent of the Parks Department.

Adjustment for inflation. The \$16.2 million payment shall be adjusted for inflation using the ENR 20-City Construction Cost Index. The initial inflation adjustment shall be calculated by multiplying the \$16.2 million payment by a fraction the denominator which is the ENR 20-City Construction Cost Index (the "Cost Index") for August, 2004 and the numerator which shall be the Cost Index for the month when the initial payment is made to WPZS. An additional inflation adjustment shall be made at the time any subsequent payment is made by multiplying the payment remaining after the previous payment by a fraction the denominator which is the Cost Index for the month when the previous payment was made and the numerator which is the Cost Index for the month when the subsequent payment is made. This adjustment for inflation is illustrated in the following table.



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Payment Date	Balance before Payment ¹	Balance with Computed Inflation ²	Payment	Balance after Payment ³
01-Mar-07	16,200,000	17,503,739	2,000,000	15,503,739
01-Apr-07	15,503,739	15,542,499	1,000,000	14,542,499
01-May-07	14,542,499	14,578,855	1,000,000	13,578,855
01-Jun-07	13,578,855	13,612,802	1,000,000	12,612,802
01-Jul-07	12,612,802	12,644,334	2,000,000	10,644,334
01-Aug-07	10,644,334	10,670,945	3,000,000	7,670,945
01-Sep-07	7,670,945	7,690,122	3,000,000	4,690,122
01-Oct-07	4,690,122	4,701,847	2,000,000	2,701,847
01-Nov-07	2,701,847	2,708,602	1,000,000	1,708,602
01-Dec-07	1,708,602	1,712,874	1,500,000	212,874
01-Jan-08	212,874	213,406	213,406	0
Total			17,713,406	

Actual debt service on the amount borrowed by the City in order to be in a position to provide the funds under this Section 8.2 (\$16.2 million adjusted for inflation as provided herein plus issuance costs) shall be the "debt service for the Parking Garage" as that phrase is used in Section 8.3, and that phrase in Section 8.3 shall not include any other amounts.

2.3. Subsection 8.5 Parking Operations, is amended as follows: WPZS shall be solely responsible for operating the Parking Garage. Operations responsibility shall include maintaining the Parking Garage consistent with Section 17 below. WPZS will implement policies and incentives to encourage Zoo visitors to use such a garage. WPZS shall have exclusive control over applicable rates for using the Parking Garage. WPZS agrees to set parking rates to encourage short-term parking and carpooling and to ensure that parking revenues provide the maximum feasible share of debt service on the Parking Garage. The City reserves the right to change any terms of this section 8.5 if and only to the extent that such changes are required, in the opinion of legal counsel to the City, to provide or maintain the tax-exempt status of bonds issued for the Parking Garage. WPZS agrees to analyze and provide a recommendation with regard to a two-tiered parking rate structure that recognizes Seattle taxpayers' contribution to the construction of the Parking Garage. This analysis and recommendation will be provided to the City by May 1, 2005.

¹ Assumes inflation calculation begins August 1, 2004.

² Assumes 3% inflation per annum.

³ If any balance is available after final payment for the garage, the remaining balance goes to pay debt service on the project.



2.4. Subsection 8.6 "Restricted Parking Zone" is replaced with the following:
Parking Management Strategies. As a part of the planning process for the garage, the City and the WPZS will jointly develop a Plan for parking management strategies. The development of this Plan will be jointly funded by the City and the Zoo. The Plan will identify interim (pre-garage opening) and long-term (after the garage opens) strategies and funding responsibility for such strategies that are acceptable to both the Zoo Society and the City. The interim strategies may include a limited RPZ (during the off peak months) or other means of reducing the parking and traffic impact in the neighborhood prior to the opening of the garage. The City and WPZS will use their best efforts to complete a draft Plan by September 1, 2005, to ensure that any financial obligations on the part of the City for implementation of the Plan can be considered as part of the budget cycle for 2006. As a part of this agreement and to ensure the continued viability of the Zoo, the City agrees not to implement a year-round RPZ or other year-round preferential parking for residents in the area within four blocks of the Zoo without the consent of the WPZS, until the earlier of December 31, 2010 or the date the parking structure provided for herein opens.

If, upon completion of the garage, a permanent RPZ is established, WPZS shall pay for one permit fee per household for those households located within four blocks of the Zoo boundaries for an initial two-year period.

2.5 Alternative Transportation. Subsection 8.7 is amended as follows:

Alternative Transportation. To help relieve overflow parking in the neighborhood and provide access to the zoo through means other than driving, WPZS will continue to develop an alternative transportation plan in conjunction with King County Metro and the City's Department of Transportation. Such plan, to be completed by March 1st, 2007, will define the roles, responsibilities and each of the Parties' financial commitment regarding the development and implementation of on-street parking management and transportation demand management strategies. The plan will also provide incentives for improved transit, bicycle and pedestrian access, as well as bicycle corrals and transit options for major events. ~~Improved transit~~ Transit, bicycle and pedestrian access will be built into all parking improvements. WPZS will also develop an employee trip reduction plan, dedicated employee carpool spaces, and explore extending transit pass subsidies to all Zoo staff, adding a flexcar and participation in the guaranteed ride home program.

2.6 Long-Range Plan. Section 9 is amended as follows:

The Parties acknowledge that this Agreement contemplates the adoption by the City of the Long-Range Plan, as deemed acceptable by WPZS, on



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or before ~~April 1, 2002~~ December 31, 2004. In the event that such a Plan is not adopted by ~~April 1, 2002~~ December 31, 2004, WPZS may terminate this Agreement, provided that notice of such termination must occur prior to March 31, 2005.

The Events Center shall not be opened before the Parking Garage is in operation or January 2009, which ever is earlier.

2.7 Title to Improvements. Subsection 13.4 is amended as follows:

Title to Improvements. Except as otherwise provided in this Agreement, all appurtenances, fixtures, improvements (including, specifically, the Parking Garage referenced in Section 8 of this Agreement), equipment, additions and other property attached to or installed in the Premises during the Term shall be and remain the property of City and shall not be removed by WPZS without approval of the Superintendent.

3. Miscellaneous.

3.1 Counterparts. This Amendment 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

3.2 Effect on Agreement. Except as otherwise modified or amended by this Amendment 1, all of the terms and conditions of the Agreement remain unchanged.

DATED this ____ day of _____, 2004

THE CITY OF SEATTLE,
a Washington municipal corporation

WOODLAND PARK ZOOLOGICAL
SOCIETY, a Washington non-profit
corporation

By _____
Ken Bounds
Superintendent of Parks and Recreation

By _____
Deborah B. Jensen
President and CEO

By authority of Ordinance
No. _____



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ATTACHMENT 1

AMENDMENT 1 TO THE WOODLAND PARK ZOO
OPERATIONS AND MANAGEMENT AGREEMENT

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RECITALS

WHEREAS, City of Seattle Ordinance 120697 approved an Operations and Management Agreement between the City and WPZS wherein WPZS assumed operational and managerial responsibility for the Woodland Park Zoo (the "Zoo") over a renewable twenty-year period, effective March 1, 2002; and

WHEREAS, two separate studies, the 1988 Gardener study and the 1998 Transpo Study, found that the existing parking lots at the Zoo were inadequate to handle the current and projected Zoo attendance; and

WHEREAS, the scoping process for the Environmental Impact Statement (EIS) for the Woodland Park Zoo proposed Long-Range Physical Development Plan (the "Long-Range Plan"), identified the impact of Zoo visitor parking on the surrounding neighborhoods as a principal concern for study in the EIS; and

WHEREAS, as required under the Agreement, the City and WPZS studied traffic and parking issues associated with the proposed Long-Range Plan. The studies were undertaken in the context of preparing a new EIS on the proposed Long-Range Plan and satisfied the requirements of the Agreement; and

WHEREAS, a new EIS (prepared during the second half of 2002 and the first half of 2003, published in draft in July 2003 and in final on December 31, 2003) on the proposed Long-Range Plan examined seven alternate scenarios for provision of structured parking at the Zoo to satisfy the needs of the Zoo for parking and help address impacts of the Zoo on its surrounding neighborhoods; and

WHEREAS, the City and WPZS have now identified the structured parking alternative that best balances the need for increased parking capacity with cost considerations; and

WHEREAS, the Parks Department and WPZS have included a parking garage in the proposed Long-Range Plan;



NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Definition.

1.1 Subsection 1.13, "EIS," is hereby amended as follows:

"EIS" shall mean the draft environmental impact statement prepared for the Zoo's draft Long-Range Plan ~~2004~~ 2002.

1.2 Subsection 1.17, "Long Range Plan" is hereby amended as follows:

"Long-Range Plan" shall mean the Zoo's draft Long-Range Plan ~~2004~~ 2002, and any adoption or amendments thereto, prepared as a 20-year development plan and update of the 1976 Long-Range Plan.

1.3 Subsection 1.27, "Parking Garage," is replaced with the following:

"Parking Garage" shall mean the parking structure, structures or surface improvements as described in Section 2 of this Amendment.

2. Parking Garage. With respect to the Parking Garage, the Agreement is hereby amended as follows:

2.1 Insert a new Subsection 8.9 as follows:

Zoo On Site Parking. Following completion of the revised EIS and after considering the alternatives examined, the Parties concur that not less than 1,360 visitor parking spaces shall be provided at the Zoo through a combination of a parking structure or structures and surface improvements. Such total spaces shall be available as soon as practicable but no later than December 31, 2010. Such total spaces shall be provided as follows: (a) construction by WPZS of a multi-story parking structure located north of the current West Entrance to the Zoo on Phinney Avenue providing approximately 700 stalls, the final number of such stalls to be determined by WPZS with the consent of the Parks Department and; (b) surface improvements yielding the balance of the requisite minimum number of spaces including existing surface parking (net of any spaces lost to construction of the parking structure) and additional spaces to be provided at locations to be determined by WPZS with the consent of the



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Parks Department. It is the intention of the Parties that there be no diminution of overall Zoo green space, from that reflected in the Long-Range Plan due to changes in parking.

2.2 City Finance Responsibility. Subsection 8.2 is replaced with the following:

Parking Structure Construction and Financing. Construction of the parking structure by WPZS provided for herein shall commence as soon as practicable following City approval of the proposed revised Long-Range Plan. The rights and obligations of the Parties with respect to the costs of development, design, construction, garage operations and maintenance, major maintenance, transportation demand and on-street parking management plan, taxes, financing, including interest, shall be defined and mutually agreed upon by May 1, 2005. If such agreement cannot be reached by May 1, 2005, WPZS may terminate this Agreement, provided that notice of such termination by WPZS to the City occurs prior to August 1, 2005.

At the request of WPZS but not earlier than March 1, 2007, the City shall provide to WPZS reimbursement for WPZS's documented payments to that date for expenses for development, design, construction, and financing of that parking structure, not to exceed \$16.2 million adjusted for inflation as set forth below. Thereafter, the City will reimburse WPZS monthly for the additional expenses it has incurred for the development, design, construction, and financing of such parking structure, but the total of payments by the City under this paragraph shall not exceed \$16.2 million adjusted for inflation as set forth below. The project scope and budget (including capitalization of development, design and construction financing interest) shall be determined by WPZS with the consent of the Parks Department.

Adjustment for inflation. The \$16.2 million payment shall be adjusted for inflation using the ENR 20-City Construction Cost Index. The initial inflation adjustment shall be calculated by multiplying the \$16.2 million payment by a fraction the denominator which is the ENR 20-City Construction Cost Index (the "Cost Index") for August, 2004 and the numerator which shall be the Cost Index for the month when the initial payment is made to WPZS. An additional inflation adjustment shall be made at the time any subsequent payment is made by multiplying the payment remaining after the previous payment by a fraction the denominator which is the Cost Index for the month when the previous payment was made and the numerator which is the Cost Index for the month when the subsequent payment is made. This adjustment for inflation is illustrated in the following table.



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Payment Date	Balance before Payment ¹	Balance with Computed Inflation ²	Payment	Balance after Payment ³
01-Mar-07	16,200,000	17,503,739	2,000,000	15,503,739
01-Apr-07	15,503,739	15,542,499	1,000,000	14,542,499
01-May-07	14,542,499	14,578,855	1,000,000	13,578,855
01-Jun-07	13,578,855	13,612,802	1,000,000	12,612,802
01-Jul-07	12,612,802	12,644,334	2,000,000	10,644,334
01-Aug-07	10,644,334	10,670,945	3,000,000	7,670,945
01-Sep-07	7,670,945	7,690,122	3,000,000	4,690,122
01-Oct-07	4,690,122	4,701,847	2,000,000	2,701,847
01-Nov-07	2,701,847	2,708,602	1,000,000	1,708,602
01-Dec-07	1,708,602	1,712,874	1,500,000	212,874
01-Jan-08	212,874	213,406	213,406	0
Total			17,713,406	

Actual debt service on the amount borrowed by the City in order to be in a position to provide the funds under this Section 8.2 (\$16.2 million adjusted for inflation as provided herein plus issuance costs) shall be the "debt service for the Parking Garage" as that phrase is used in Section 8.3, and that phrase in Section 8.3 shall not include any other amounts.

2.3 Restricted Parking Zone. Subsection 8.6 is replaced with the following:

Restricted Parking Zone. The City shall not institute any Restricted Parking Zone for residents or other preferential parking for residents in the area within four blocks of the Zoo boundaries without the consent of WPZS, until the earlier of December 31, 2010 or the date the parking structure provided for herein opens. In the interim, both Parties will study short and long-term RPZ options for the Zoo neighborhood.

If an RPZ is established, WPZS shall pay for one permit fee per household for those households located within four blocks of the Zoo boundaries for an initial two-year period.

2.4 Alternative Measures. Subsection 8.7 is amended as follows:

Alternative Transportation. To help relieve overflow parking in the neighborhood and provide access to the zoo through means other than

¹ Assumes inflation calculation begins August 1, 2004.

² Assumes 3% inflation per annum.

³ If any balance is available after final payment for the garage, the remaining balance goes to pay debt service on the project.



driving, WPZS will continue to develop an alternative transportation plan in conjunction with King County Metro and the City's Department of Transportation. Such plan, to be completed by March 1st, 2007, will define the roles, responsibilities and each of the Parties' financial commitment regarding the development and implementation of on-street parking management and transportation demand management strategies. The plan will also provide incentives for improved transit, bicycle and pedestrian access, as well as bicycle corrals and transit options for major events. ~~Improved transit~~ Transit, bicycle and pedestrian access will be built into all parking improvements. WPZS will also develop an employee trip reduction plan, dedicated employee carpool spaces, and explore extending transit pass subsidies to all Zoo staff, adding a Flexcar and participation in the guaranteed ride home program.

2.5 Long-Range Plan. Section 9 is amended as follows:

The Parties acknowledge that this Agreement contemplates the adoption by the City of the Long-Range Plan, as deemed acceptable by WPZS, on or before ~~April 1, 2002~~ December 31, 2004. In the event that such a Plan is not adopted by ~~April 1, 2002~~ December 31, 2004, WPZS may terminate this Agreement, provided that notice of such termination must occur prior to March 31, 2005.

2.6 Title to Improvements. Subsection 13.4 is amended as follows:

Title to Improvements. Except as otherwise provided in this Agreement, all appurtenances, fixtures, improvements (including, specifically, the Parking Garage referenced in Section 8 of this Agreement), equipment, additions and other property attached to or installed in the Premises during the Term shall be and remain the property of City and shall not be removed by WPZS without approval of the Superintendent.

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3. Miscellaneous.

3.1 Counterparts. This Amendment 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

3.2 Effect on Agreement. Except as otherwise modified or amended by this Amendment 1, all of the terms and conditions of the Agreement remain unchanged.

DATED this ____ day of _____, 2004

THE CITY OF SEATTLE,
a Washington municipal corporation

WOODLAND PARK ZOOLOGICAL
SOCIETY, a Washington non-profit
corporation

By _____
Ken Bounds
Superintendent of Parks and Recreation

By _____
Deborah B. Jensen
President and CEO

By authority of Ordinance
No. _____

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