



CITY OF SEATTLE

DEPARTMENT OF PARKS AND RECREATION

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DAVID L. TOWNE, SUPERINTENDENT

WES UHLMAN, MAYOR

August 3, 1973

Enclosed is the Draft Environmental Impact Statement for the proposed agreement between the City of Seattle and the University of Washington for the Washington Park property. This agreement provides for the operation of an Arboretum and for the maintenance and operation responsibilities of the entire area of Washington Park.

This statement has been prepared and is being circulated in compliance with the State Environmental Policy Act of 1971, RCW 43.21C.

We request that you review this statement and return your comments to us on or before September 3, 1973. If we have not received any comments from you by that date, it will be assumed that you have no comments to submit.

Your early response to this statement would be appreciated.

Sincerely,

David L. Towne
Superintendent

DLT:RT:b

CITY OF SEATTLE
DEPARTMENT OF PARKS AND RECREATION
DRAFT ENVIRONMENTAL IMPACT STATEMENT
for
AGREEMENT BETWEEN CITY OF SEATTLE
AND UNIVERSITY OF WASHINGTON FOR
USE AND OPERATION OF WASHINGTON PARK

PURSUANT TO:

The State Environmental Policy Act of 1971

David L. Towne, Superintendent
Department of Parks and Recreation
Seattle, Washington

PREFACE

This draft environmental impact statement on the agreement between the City of Seattle and the University of Washington for the use and operation of Washington Park was prepared by staff of the Department of Parks and Recreation with assistance from staff of the University of Washington.

It is suggested that replies to this draft statement be addressed as follows:

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Washington Park Agreement
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Seattle, Washington 98104

Ms. Tufts can also be of assistance in answering questions pertaining to the draft statement. She can be reached by telephone at 583-6080.

CITY-UNIVERSITY ARBORETUM AGREEMENT
DRAFT ENVIRONMENTAL IMPACT STATEMENT

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S U M M A R Y S H E E T

Nature of this report: Draft Environmental Impact Statement

Sponsor: City of Seattle
 Department of Parks and Recreation

Type of proposed action: Agreement Between the City of Seattle and
 the University of Washington Regarding Use
 and Operation of the Washington Park

Official title of proposed action and Summary of the proposed action:

Title: City of Seattle - University of Washington
 Agreement for Washington Park

Summary: The proposed agreement involves the lease of approximately 120 acres of City owned property in Washington Park for a term of thirty years for the purpose of University maintenance and operation of an Arboretum and Botanical Garden. Generally, the leased area would be that part of Washington Park bounded on the north by East Foster Island Road and on the east by the Broadmoor Fence extending as far south as the stone cottage, including the Japanese Garden and the property along the existing western boundary of Washington Park. The proposed agreement would replace an existing agreement signed by the same two parties in 1934. The existing agreement is extremely ambiguous in terms of the rights and responsibilities of each party with respect to an Arboretum. The proposed agreement, which includes a statement of management objectives for all of Washington Park, delineates the responsibility of each party for maintenance and operation in Washington Park and establishes the right of the University, upon consultation with the Superintendent of Parks and Recreation of the City, to promulgate and implement reasonable rules and regulations as to conduct on the leased premises. The major purposes of the proposed action are to resolve the ambiguities in the present agreement and to give the University the long-term specific guarantees required to insure adequate funding, to set up the reasonable controls necessary for scientific and educational programs at the Arboretum and to protect the public interest in that facility. To assure the unified development by both the City and the University of the Washington Park area, and to determine that the performance of the

deterioration of the facilities and plant collections and the eventual loss of scientific and educational value to the University. While other groups and agencies have a deep interest in the Arboretum, none has indicated it has the financial resources and/or legitimate authority to operate an Arboretum on City owned property. The City could manage the entire Washington Park either as a park or in some manner similar to the existing Arboretum-park arrangement. However, any agency operating the Arboretum under existing conditions would be faced with many of the problems currently facing the University. Operating the area solely as a park would likely mean the eventual deterioration of valuable plant collections and the loss of an important cultural asset to the City. Allocation of the necessary City resources to operate the Arboretum would result in a significant additional burden on City taxpayers. The University appears better equipped to maintain the Arboretum and to carry out existing and proposed scientific and educational programs.

Review Period: The Department will receive written questions and comments for 30 days following issuance of the draft statement, or until September 3, 1973.

A. THE PROPOSED ACTION

1. TYPE OF ACTION AND LOCATION

The proposed action is to lease approximately 120 acres of Washington Park, owned by the City of Seattle, to the University of Washington (Figure A). The University would operate the property as an arboretum and botanical garden, available for visits by the general public. The lease by which this would be accomplished, including the statements of management objectives pertaining to the future operation of the entire Washington Park area - commonly referred to as the "Arboretum" - are the subject of this statement. (A copy of the entire proposed lease is contained in Appendix I)

The proposed action is basically an extension and formalization of an agreement entered into nearly 40 years ago between the City and the University permitting the latter to establish, operate and maintain an Arboretum and Botanical Garden in the entire area of Washington Park (See Appendix II). However, there are a number of significant alterations in the new agreement. This statement contains specific discussion concerning these changes. This statement also contains more general discussion concerning possible changes in operating procedures and new developments which are expected as a result of the new agreement but not completely defined at this time. These subsequent actions, when defined, will be subject to the provisions of the State Environmental Policy Act of 1971.

2. HISTORICAL BACKGROUND

The major part of Washington Park was acquired by the City of Seattle between 1900 and 1904. During that period, 128 acres were acquired by outright purchase, by condemnation, by donation and by deed in consideration of improvements to the land. A total of \$31,450 was paid by the City of Seattle. In 1917, the Foster family sold Foster's Island to the City for \$15,000 and gave additional acreage at the south end of the park. Shortly after, the opening of the Chittenden Locks lowered the water level of Lake Washington which increased the acreage of Foster Island and the north shoreline. Additional parcels were acquired by donation or purchase until 1937. Current property ownership is indicated on (Figure B).

The concept of developing an arboretum in Seattle dates back to 1895 when the University moved to its present location. Early efforts to develop the arboretum on campus were frustrated by building expansion and construction of the University golf course. In 1923, Dean Hugo Winkenwerder of the College of Forestry suggested the Washington Park site, and on February 6, 1924, the Seattle Board of Park Commissioners passed a resolution stating: "That the entire area of Washington Park be, and hereby is set aside for a Botanical Garden and Arboretum. And be it further resolved, that the Board of Park Commissioners grant to the University of Washington the privilege of using certain buildings and greenhouses in the botanical garden and arboretum, by the students of the University in the study of plant life. It is the wish and hope of the Board of Park Commissioners to work in accord with the University of Washington in this development and make the Arboretum and Botanical Garden one of the chief centers for accurate botanical and gardening information on the Pacific Coast."

Early development was slow since there were no funds available. The depression made the University's and the City's financial condition considerably worse; but at the same time there were federal funds for unemployment relief, as well as the large recovery agencies which were established to provide employment.

In 1933, a proposal for the use of Federal Unemployment Relief Funds for the development of the arboretum was initiated by a group of private citizens. In order to provide a firm basis for the application to the Federal Government, a proposed agreement between the City of Seattle and the University of Washington for operation of the arboretum was drawn up and presented to the Board of Park Commissioners. In the fall of 1934, the Board of Park Commissioners and the University Board of Regents approved the agreement, which contained the following basic provisions.

City of Seattle

1. The City agreed "as funds are available" to construct and maintain:
 - a. Roads, driveways and walks
 - b. Water systems
 - c. Lighting facilities
 - d. Other necessary permanent improvements
2. The City also agreed to use available funds to establish and maintain the arboretum and botanical garden including donations of:
 - a. Seeds, plants, shrubs, and trees
 - b. Equipment
 - c. Labor
3. The City was deemed responsible for police protection of the entire park.

University of Washington

1. The University agreed to accept responsibility for planning an arboretum and botanical garden. In addition, the University was required to submit its plans to the City Park Board for approval.
2. The University became responsible for including in the Arboretum the following items:
 - a. Seeds and plants from all parts of the world
 - b. A quarantine station for imported species
 - c. Experiments
 - d. Special collections
 - e. An herbarium
 - f. Plant materials for classes

The University agreed to establish an arboretum and botanical garden by preparing plans subject to approval by the City's Park Board and procuring plants. The University gained the right to use portions or all of the area

for these purposes, subject to the approval of the City's Park Board. In addition, the University obtained the right to erect buildings required for the operation again subject to Park Board review. It was agreed that the area would be available for public visits. The 1934 agreement is attached to this statement as Appendix II.

The legal agreement had the desired effect, and in 1935, \$93,000 was allocated by the Federal Emergency Relief Administration for surveying and mapping the Arboretum area, which then comprised some 268 acres. In the same year, the Seattle Garden Club gave approximately \$5,000 for the development of a plan for the Arboretum by Olmsted Brothers, Landscape Architects of Brookline, Massachusetts (Figure D). In general, the Arboretum, as it is today, is a reflection of the plan made by the Olmsted Brothers in 1936 (Figure E).

Because of the growing concern for vehicular traffic problems further planning studies were made in 1964 when Hideo Sasaki, Landscape Architect was employed to prepare a long-range development plan for the Arboretum to include the resolution of traffic problems and the siting of a new building complex (Figure G). At that time, the Thomson Expressway was being designed in detail so that Mr. Sasaki included it in his plan, and certain of his recommendations were feasible and reasonable then in the light of the expected completion of the Thomson Expressway.

The major recommendations of the Sasaki Plan were as follows:

1. Arboretum expansion, when feasible, to occur at the south end of the Madison Playfield which should be replaced south of Madison Street.
2. Major parking areas to be provided at the north and south ends of the Arboretum with elimination of small intermediate lots.
3. Closure of Lake Washington Boulevard to all vehicular traffic and the conversion of it to a pedestrian bicycle way.
4. Construction of a pedestrian overpass over the Expressway at Interlake Boulevard and over the bridge approach on Foster Island.
5. Creation of a Nature Trail along the waterfront from Foster Island to the Museum of History and Industry.
6. Use of the Arboretum Upper Road primarily for pedestrians and bicycles with controlled use by automobiles.
7. Siting of the Floral Hall and Office Building on the point of land northwest of the present offices.
8. Retention of the present greenhouse complex and nursery.

After Sasaki's plan, further detailed studies were made of siting for the Floral Hall Complex, and in 1966 a proposal made by the University Architects' Office received general acceptance. This recommendation was to reroute Arboretum Drive (the upper road) to the east near the existing offices and to place the building where the road is now, with a parking area between the building and the

greenhouses. Azalea Way would terminate at the building entrance. It was also proposed that parking north of Foster Island Road be replaced with parking closer to the building.

A recent proposal has been made by the City of Seattle Department of Parks and Recreation for construction of a pedestrian-bicycle trail to run west of Lake Washington Boulevard and to connect at the north end with an unused ramp in the Interchange, to cross over the bridge approach and, with the aid of a short ramp down, to connect to the parking lot at the Museum of History and Industry. The Advisory Committee on Program for the University of Washington (the City-University-Public committee) has recommended postponement of this trail until the possibility of Sasaki's original proposal of making Lake Washington Boulevard available to pedestrians and bicyclists has been thoroughly explored.

Since the abandonment of the Thomson Expressway, discussion has involved not only the conversion of one ramp to pedestrian-bicycle use, but also the future demolition of the two easternmost ramps and the use of the area vacated for Arboretum purposes.

3. JUSTIFICATION FOR THE PROPOSED ACTION

As a basis for continued management of the Arboretum in an evolving and complex metropolitan society, the 1934 agreement had some serious shortcomings. The problems associated with the University's operation of the Arboretum in Washington Park under the 1934 use agreement have been aired in a number of documents and public hearings since July, 1962, lastly and most specifically in a March 26, 1973 statement by Professor Dale W. Cole, presented before the Seattle City Council. The problems have been developing for some time and perhaps the basic conflicts were expressed most succinctly in a 1967 "Report of the University Committee on the Arboretum", chaired by Professor Stanley P. Gessel. On page 38, the Report explained: "The large numbers of visitors appear to create some policing, sanitary, safety, access, guidance, control, and staffing problems similar to other public park areas..." And, in a later passage: "Increase in public use resulting from new developments and the attendant strain on the (University's) budget, will competitively affect the educational facilities and research proposals contained in this report."

"The University presumably, is legally and morally bound to expend funds and foster developments which are primarily for research and educational purposes. However, large increases in maintenance and management costs may result from increased public use. Expanded facilities and access will increase public use to the detriment of environmental values yet the general public cannot be excluded from the Arboretum."

In the conclusion to that section of the Report, it was stated, "The expanding population of this City and its metropolitan area, the increased interest in parks, open space and nature, all indicate continued upward use trends and increased demands for park areas. Intelligent management of physical access, and the guidance of public use by proper interpretive and information facilities are perhaps the only politically acceptable methods of preventing overuse of irreplaceable areas such as the University Arboretum." Both Dr. Cole's statement and the 1967 report are available for public review at the offices of the Department of Parks and Recreation in the Municipal Building.

In 1968, University student Ben W. Twight submitted a master's thesis entitled: "The Clientele of the University of Washington Arboretum". Mr. Twight's research involved sampling to determine the esthetic and utilitarian preferences of users of the facility. Among his conclusions were:

"The most common uses are associated with esthetic enjoyment of the area; appreciation of the peace and quiet, pleasant landscape, and beautiful floral displays."

"Activity-oriented recreational uses of the Arboretum were thought to be an improper use of the area - by more than 73 percent."

"The major reason that the Arboretum clientele are there - enjoying the esthetic features of the area rather than its educational and scientific features, appears to be an unintended consequence of the selection of the Olmsted Brothers firm as the designers of the Arboretum. The Olmsted's designed an apparently "natural" environment which has attracted people for its beauty and amenity value."

Mr. Twight concluded that, "As this type of amenity value and landscape design is unique in the City of Seattle, and is so popular, it is recommended that the University preserve this quality above all else in its future management of the Arboretum."

The paradox associated with the Arboretum is evident in that conclusion, since the maintenance of the unique values and "popularity" are not necessarily compatible characteristics. Mr. Twight's thesis is available for public review at the College of Forest Resources Library, Bloedel Hall, University of Washington.

More specifically, the problems associated with the 1934 agreement include:

- a. Ineffectiveness in maintaining the property as an arboretum site. The nature of an arboretum obviously requires a long-term occupancy of the site. The 268 acres included in the original Olmsted plan have been eroded to approximately 200 acres, losses having been incurred for the Washington Playfield (14 acres), the Museum of History and Industry (one acre) and SR 520 and the Thomson Interchange (47 acres). Since the early 1950's until recently, the threat of the Thomson Expressway loomed over the western portion of Washington Park, and the area was never developed as originally planned.

The legal basis provided by a lease would provide the University with greater leverage in combatting further inroads to the land base of the Arboretum, which in turn would promote planting and capital development essential to Arboretum programs.

- b. The Arboretum has experienced an increasing occurrence of adverse impacts related to the vehicular traffic, especially in recent years. Motorized vehicle traffic is intense, disrupting the setting and occasionally causing physical damage to plantings, lamp-posts, etc. The noise level from automobile and truck traffic is annoying for visitors who come to the area to escape the distractions of the urban environment. Exhaust emissions have been shown to cause

damage to certain arboretum plantings, particularly along SR 520. The ultimate consequences of this are difficult to measure and are not known.

A major conflict occurs between automobiles and pedestrians (or bicyclists), and the large amount of traffic within the area creates serious safety problems.

The existence of public roadways in the Arboretum creates a difficult problem in controlling access, and is attended by such activities as car-prowling and plant theft. Therefore, the traffic flows and access patterns constitute a critical component of future planning for the Washington Park area, and are a focal issue of the proposed actions.

- c. The conflict between active public use of the Arboretum and technical teaching and research has already been mentioned. Around the turn of the century, large areas of Washington Park were deeded to the City with reversionary stipulation that they be used "for the purposes of a public park". Since an arboretum readily accessible to the public provided a special type of park use, the 1934 agreement was deemed to be consistent with the wording and the intent of the deeds.

In the nearly forty years since 1934, this conflict has been aggravated by a number of significant changes which have taken place. Increased population, increased mobility, changing recreational patterns, development of the plant collections themselves, and many other factors have had an impact on the Washington Park area. Physical damage and over-use related to joggers in unauthorized places, dog-running, garbage-dumping, and various sorts of active recreation has been documented extensively within the past year. References are included in Appendix III.

Of critical concern has been the continued loss and damage to the plant collections, the very essence of the Arboretum. These have included the cutting of "Christmas trees" to the theft of large live trees. Cutting of flowers and branches is a constant problem, as is the removal of identification labels and supporting stakes. Other forms of vandalism include carving initials on tree trunks, breaking limbs, and stripping bark.

Vandalism and non-intentional damage have risen to discouraging levels. Under the 1934 agreement, no specific provisions were included to control unrestricted access. The University strongly believes that continued unrestricted access to the collections will result in continued losses and deterioration of the Arboretum. Hence, the regulation of access and control of activities are focal issues of the proposed action.

- d. The current funding situation is complicated by certain ambiguities of responsibility in the 1934 agreement. The consequences of the unclear and unenforceable statements of this document create problems at the operating levels, i.e., by the arboretum staff, the University physical plant, and the City's maintenance personnel. Even if the problems of control and protection did not exist, the University and

the City believe it desirable to renegotiate the agreement at this time in order to clarify operating responsibilities.

- e. The foregoing problems have combined to produce a more subtle, yet more fatal effect on the programs which the Arboretum is supposed to promote. Funds are not readily available for programs which have an insecure foundation and are afflicted by uncontrollable and detrimental circumstances. The very nature of an arboretum and the plants which it contains require long-term and consistent protective efforts.

The consequences of these shortcomings have, in effect, impeded the adequate development of the physical facilities and programs related to University teaching, research, and public service within the Arboretum. A major attempt by the University and the City to upgrade the present physical facilities failed in recent years because needed funds could not be raised. Evidently, the position of the Arboretum at Washington Park was considered so tenuous that the Federal Government and private sources would not commit funds. For the same reasons, the University has found it difficult to rationalize the expenditure of State funds dedicated for teaching and research activities for capital construction on property over which it has little control or substantive legal authority.

4. PUBLIC PARTICIPATION

The increasing uneasiness of the situation was brought to a head by the 1971-73 University budget. After reassessing priorities, the Legislature enacted a reduction of some twenty percent (20%) in the budget category which includes the Arboretum. Certain items within this budget category were earmarked and could not be reduced which resulted in an effective net reduction of fifty-three percent (53%) in arboretum programs. This financial crisis forced a major re-examination of the University's relationship to the arboretum. An in-depth reassessment of the Washington Park Arboretum in the months following June, 1972 has produced voluminous documentation and has involved many persons with diverse viewpoints.

The following is a historical sketch of the major events relating to the Arboretum issue during the past year:

1972

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| May 12 | Legislative auditor's request to University President Odegaard for background information on the problems of the Arboretum. |
| July 10 | University submits a 33-page report detailing in length the Arboretum's history, operating and capital support, role of lay organizations, conflicting use patterns and current financial plight. Five potential management alternatives were proposed. |
| July 21 | Public hearing in Port Angeles before the Legislative Budget Committee. Parks Superintendent, Hans Thompson, representing City, agreed in principle that City had financial obligations to the Arboretum and requested time to prepare a more detailed report. |

The Committee requested the City and University to provide recommendations for the future operation of the Arboretum.

- Sept. 18 Legislative auditor requests Mayor Uhlman provide a status report of negotiations and appraise of the City's intentions with respect to the operation of a portion of the Arboretum.
- Sept. 23 *ly/* Public hearing in Tacoma before the Legislative Budget Committee. City representative Wally Johnson stated that the City's financial plight made it unable to assume greater financial responsibility. He recommended State Parks take it over. Apparent, at this stage the City-University negotiations were at an impasse. The Committee asked the University to submit a specific proposal incorporating a management alternative compromising the park-arboretum conflict, the necessary conditions for realization of University objectives, and future program development.
- Sept. 27 University faculty-staff meeting to discuss Arboretum program development. Announcement of joint management by a board of three deans. It was agreed that the faculty group would prepare a report on academic program development.
- Oct. 16 University submits a 14-page joint faculty report in response to the Legislative Budget Committee's mandate of Sept. 23. Proposal for changes in size (fencing 93 acres), authority (remainder to park agency) and control of the Arboretum. Elaboration of teaching, research, and public service programs, staff requirements, capital construction needs and budget.
- Oct. 27 Public hearing in Bellingham before the Legislative Budget Committee. General acceptance by City, University, Leg. Budget Committee, and lay organizations to the principles entailed in the Oct. 16 report. City willingness to discuss implementation of the plan in a lease.
- Nov. 8 Meeting of the Montlake Community Club rejecting Oct. 16 proposal. Position that Arboretum should stay as it is and no fence should be built. Formation of the Arboretum Park Coalition.
- Nov. 16 Public hearing in Spokane before the Legislative Budget Committee. Fencing and public access indicated to be the two major problems delaying the negotiations.
- Dec. 13 Public hearing before the Seattle Park Board and the City Council Parks and Public Grounds Committee to discuss the future of the Arboretum. Testimony from many organizations and individuals pro and con to the concepts of the University's October 16 proposal.
- Dec. 15 President Odegaard's letter to Mayor Uhlman and the Seattle City Council requesting fundamental policy decisions and a clear indication of the City's intentions.
- Dec. 19 Mayor Uhlman's response to Pres. Odegaard's Dec. 15 letter stating that citizen input is needed to explore alternatives.

1973

- Jan. 10 President Odegaard's letter to Mayor Uhlman requesting clarification of the fundamental question of whether the City wishes the Arboretum to remain as such (with the controls now needed) or whether it wishes to keep the area as a general purpose park.
- Jan. 11 Mayor Uhlman appoints ad hoc committee on the Washington Park Arboretum, chaired by Mr. Cal Dickinson with representatives from the City, the University, the Arboretum lay organizations, the Arboretum Park Coalition, and several members of the public at large. The Committee's charge was to work out an acceptable compromise.
- Jan. 12, 16, 18 meetings - no progress.
- Jan. 23 Meeting - The University submits an alternative proposal for University phase-out and takeover of Washington Park by the City. Discussion of City capability to run an arboretum.
- Jan. 25 and 30 meetings - no progress.
- Feb. 1 Meeting. In light of complete impasse, chairman appoints two subcommittees to develop respectively a University-administered compromise proposal and a City-administered proposal.
- Feb. 14 Third University Report, entitled "The Research, Teaching and Public Service Roles of a University Arboretum and Botanical Garden."
- Feb. 15 The ad hoc Arboretum Committee reconvenes and the two subcommittee reports are presented; one for City management, the other for University management.
- Feb. 22 Meeting of the ad hoc Arboretum Committee; discussion of two subcommittee reports. Sub-committee appointed to attempt to combine reports.
- Feb. 26 Initiation of petition drive by groups supporting University management.
- March 1 Final revised reports of subcommittees; not possible to produce one unanimous recommendation because of basic divergence of viewpoints. The committee dissolved.
- March 12 President Odegaard's letter to Mayor and City Council expressing support for the subcommittee proposal prepared by the subcommittee dealing with University management, including letter of support by 3-dean Arboretum Administrative Board.
- March 15 Public Hearing in the Seattle City Council Chambers. Testimony by various groups, community representatives and individuals divided for and against University management. Mayor recommends University management.
- March 26 Bruce Chapman presents resolution to City Council requesting the

Mayor's Office to negotiate an agreement with the University; vetoed 5-4 on procedural and other grounds.

March 27 The situation clarified to the City Council, 2nd vote taken on Chapman's resolution and passed 8-1 as amended.

April 5 Mayor Uhlman's letter to President Odegaard initiating final negotiations between the City and the University.

5. PROPOSED METHOD OF FINANCING

The proposed action would not change the financial sponsors of operation and maintenance but would change the geographic areas of responsibility and could change the required funding levels for each sponsor. The University receives its funds from the State budget and submits budget requests to the State Legislature. This will continue to be the source of funds for University participation in the foreseeable future. The geographic area currently maintained by the University would be reduced by the proposed action. However, the University believes it would be desirable to increase maintenance, research and education programs over present levels in the remaining Arboretum area. Therefore, the net change in the State-funded level may not be significant. The City will have to increase its funding level for the Arboretum. The budget for the Department of Parks and Recreation will either have to be increased or services in other areas reduced to compensate for the increased responsibility. The Departments' budget requests go to the City Council via the Mayor. The Mayor and the City Council will then decide how the required operation and maintenance funds will be provided from the available sources. Most likely, the source will have to be the regular City budget.

The sources of funds for capital improvements will not change as a result of the proposed action. The current major source of such funds is a trust fund established in 1963 through sale of park land to the State Highway Department for the R.H. Thomson Expressway and SR 520. The fund was established jointly by the City and the University. This fund will continue to be used, along with any additional funds which can be identified from other sources.

6. RELATIONSHIP WITH EXISTING LAWS, POLICIES AND PLANS

The proposed agreement has been prepared by representatives of the City of Seattle and representatives of the University of Washington. The Superintendent of Parks and Recreation has requested the City's Corporation Counsel for an opinion regarding the proposed agreement. The agreement establishes policies which are potentially in conflict with existing usage of the Arboretum. However, by title the Arboretum as a special use area could require special access and rules and regulations.

The continuance of the Arboretum in its present location conforms to the current comprehensive plan of Seattle. Proposed changes to the traffic flow on Lake Washington Boulevard East and connecting streets could conflict with existing or proposed circulation patterns for the area. However, the lease will not result in any specific or immediate changes to existing traffic routes. All that is required by the lease is that the City must study the possibility of such changes. No action would be taken by the City without prior consideration to possible adverse impacts.

7. ACTIONS/DECISIONS REMAINING FOR IMPLEMENTATION

Following distribution and review of the draft environmental impact statement, the Department of Parks and Recreation will consider the replies and take whatever action is considered necessary. If the lease is not changed significantly, the Department, with assistance from the University, will then prepare a final environmental impact statement. Both the draft and final statements will be submitted to the Seattle City Council for consideration in conjunction with the lease agreement. If the lease is approved by the City Council and the Mayor, the proposed lease will then be forwarded to the University Board of Regents for their consideration. If the lease is approved by the Board of Regents, it will go into effect. Subsequent actions which are generally permitted by the proposed lease and generally discussed in this statement, will be subject to the provisions of the State Environmental Policy Act of 1971. When sufficiently defined, environmental assessments of each action will be made. The responsible official(s) will make a determination of the environmental consequences of each proposed action and determine whether or not an environmental impact statement is required. Based upon that decision, either a full impact statement will be prepared and circulated for comment or a negative declaration will be filed and the public so notified.

B. EXISTING CONDITIONS

1. NATURAL SETTING

a. Area Directly Involved

Washington Park is located in East-Central Seattle immediately south of Union Bay on Lake Washington, bounded by the Montlake and the Stevens Neighborhoods on the west, Madison Street and the Harrison Neighborhood on the south and the Madison Park Neighborhood and the Broadmoor Golf and Country Club on the east. Washington Park lies entirely within the boundaries of the Capitol Hill-Madison Community as generally defined by the current Comprehensive Plan of Seattle. North of Union Bay and the Lake Washington Ship Canal lie the University Community and the University of Washington. Foster Island, at the north end of the Arboretum, has been bisected by the Evergreen Point Bridge. West of Foster Island and its marshes and north of the Bridge approach is located McCurdy Park and the Museum of History and Industry operated by the Washington Historical Society.

Land ownerships in the area commonly referred to as Washington Park are illustrated in Figure B. Predominantly, the land is presently owned by the City of Seattle and licensed to the University for Arboretum purposes, although some additional property, notably on Foster Island, is owned by the University of Washington.

b. Topography

The basic land form of the Arboretum consists of a valley running north from a level playfield on fill near Madison Street, past the Japanese Tea Garden, to central meadows with the wide grassy walk of Azalea Way stretching north to the lagoons ~~and~~ marshy areas around Foster Island the the freeway interchange. The east side of the Arboretum is an undulating ridge some one hundred feet above the central meadows with occasional small valleys running down to Azalea Way. The Japanese Tea Garden is backed by high ground to the west which levels off to the north with only a small rise at the Pinetum in the northwest section.

c. Geology

The ridge of the Arboretum is part of a system of gentle sloped hills molded in principal form about 13,000 to 15,000 years ago by the Puget glacial lobe of the last great continental ice sheet of North America. Since its origin, the ridge has been modified by subsequent erosion and deposition in the valleys of the Rhododendron Glen and the Woodland Glen. The ridge and valley are formed in a variety of sediments of glacial and non-glacial origin. For the most part, the ridge is mantled by a layer of compact glacially-deposited material of a sand silt and gravel mixture. The glacial sediment layers are uppermost in a series of glacial and interglacial age layers, generally more than 1,000 feet thick over bedrock in this portion of the Puget Sound. The surface soils of the Arboretum are shown on Figure C.

d. Biological and Botanical Characteristics

The Arboretum grounds provide a habitat for a diverse wildlife community. The gray squirrel, fox squirrel and rabbits are fairly common. Common birds observed are the Mallard, Green-Winged Teal, Widgeon, Shoveler, Ring-necked and Canvasback Ducks, Bufflehead, California Quail, Ring-necked Pheasant, American Coot, Glaucous-Winged Gull, Band-Tailed Pigeon, Red-Shafted Flicker, Downy Woodpecker, Barn and Cliff Swallows, Stellers' Jay, Crow, Common Bushtit, Robin, Swainson's Thrush, House Sparrow, Starling, Wilson's Warbler, Red-Winged Blackbird and the American Goldfinch. Less common birds include the Pied-Billed Grebe, Doublecrested Cormorant, Canada Goose, Badwall, American Merganser, Killdeer, Evening Grosbeak and Purple Finch.

Common butterflies in the Arboretum include the Western Tiger Swallowtail, Cabbage White, Purplish Copper, Spring Azure and Woodland Skipper. Other species are evident and vary with the vegetation and microclimatic conditions.

The primary fish species in the ponds and lagoons are the Catfish and Carp.

It is the plants which give the Arboretum its unique character. Framed by a natural background of native species, such as Douglas fir, western hemlock, western red cedar, big-leaf maple, salal, Oregon grape, various marsh species, etc. Many thousands of plantings have been made since 1937. In 1940, several hundred cherries and dogwoods were placed along Azalea Way, shortly followed by a collection of 1,500 rhododendrons, which provided the nucleus of one of the most extensive collections in the United States.

Similarly, numerous plants have been assembled from other areas within the United States and from many countries throughout the world. Seeds are the principal source, augmented by living plants and/or cuttings. Collections of particular value include the alders (23 species), maples (141 kinds with 60 kinds of Japanese maples), spruces (52 species), junipers (105), magnolias (56) and hollies (143). There are also collections of Camellia, Abies, Pinus, Prunus, Quercus, Rosa, and Viburnum, to mention only a few. There is no comparable collection anywhere else in the U.S.A. as the total collection is well in excess of 5,000 species and varieties. Many of these have not yet come into general horticultural use and therefore remain as a bank of potentially valuable material. Their preservation and propagation are important to the State and its horticultural industry. The collection of coniferous species is especially impressive and contains many rare specimens. This collection is potentially important as breeding and testing stock for the forest industry of the Pacific Northwest. The Olmsted Plan for the Arboretum, which has essentially been followed through the years, employed the systematic approach of the grouping of plants by families (See Figure D). One exception was Azalea Way, a grassy walk primarily designed for the esthetic value of its flowering cherries, azaleas, and dogwoods. As the planting of new species has increased, it has become common to vary the systematic approach to match the ecological site requirements of the plants. A later

development, also intended primarily for its esthetic value, was the Japanese Garden, built in 1960. Here the plant collection is arranged, not by families, but to enhance the overall tone of this special facility.

The present plantings in the Arboretum are indicated on Figure E.

e. Atmospheric Conditions

The Arboretum area has a winter - wet, summer - dry climate with moderate temperatures; a relatively cool summer with occasional short hot spells (between 90 degrees F. and 100 degrees F.); a winter with some cold periods (below 32 degrees F.) which last a few days at most; a foggy autumn; an average of about five mild thunderstorms a year; and little snow.

It rains an average of about 40 inches per year in the Arboretum, with an average of 150 rainy days. December and January are the wettest months and account for about one-third of the total for the year. July and August together average less than one and one-half inches.

It should be noted that the climate of the Puget Sound area and Western Washington, in general, is unsurpassed in the temperate world for its capacity to produce plant material. The combination of mild climate, fertile soils, and abundant water make the area west of the Cascades the ultimate forest-producing area in any climate zone. This is also true for ornamental plants, the only limitation is an occasional freezing spell, particularly the unseasonal one that sometimes occurs during early fall before the plants have had an opportunity to harden.

f. Lakes, Streams, Marine Water and Ground Water

Garden/
The Arboretum is bounded on the north by Union Bay and the lagoons around Foster Island. There are ponds in the Japanese Garden, in Woodland Glen and below Rhododendron Glen. A small stream winds north from the Japanese Garden pond the length of the Arboretum to the lagoons, picking up overflow from other ponds. Due to the lack of topsoil depth in some hillside areas and in part of the central meadow there is a severe ground water situation after heavy rains in these places.

2. HUMAN USE, DEVELOPMENT OR VALUES

a. Physical Plant

The present administrative buildings for the Arboretum were constructed in 1936-37. They consist of 900 square feet of office space and lobby, 1,100 square feet of combined machine shop, staff lunchroom and public restrooms, a 1,300 square garage, two 1,000 square foot greenhouses, and a 500 square foot headhouse. There was a 100-seat auditorium, but this burned down in 1967. The University has considered these buildings inadequate for many years, as there is

no auditorium, conference room, classrooms, herbarium, laboratories, or library, and the facilities that do exist are too small to serve their functions. A 2,400 square foot structure, formerly a barn owned by the Park Department, is now used as a storage building and an apartment for a caretaker. The stone cottage at the south entrance to Arboretum Drive is a 3-room building originally planned as a gate house but now used as a residence.

Additional facilities include three lathhouses (two in poor condition) and a several-acre fenced nursery immediately south of the administrative buildings. There is a five-foot rustic wood fence the entire length of the Arboretum's east boundary with Broadmoor and the Japanese Garden, fenced with a six-foot cyclone-type barrier. Until recently, the Japanese Garden contained a prized Japanese tea-house, but this was destroyed by fire.

is
or fountain
There are a number of donated "facilities" in the Arboretum, such as memorial benches and gates. The University is responsible for approving such projects, and has tightened its policies in recent years to prevent the Arboretum from becoming cluttered with birdbaths, benches and similar objects. X

The Arboretum also contains an extensive underground network of water pipes for irrigation. The system is now almost 40 years old and is a continuing maintenance problem. It is likely that a major replacement effort will be necessary in several years.

b. Scientific and Educational Use of the Arboretum

An Arboretum can be defined as "an institution which develops and administers collections of trees and shrubs, arranged in esthetic harmony with the surrounding landscape, and which conducts programs based upon these collections for the purposes of public service, education, and research."

The objectives of the Washington Park Arboretum as they were envisioned by the University in 1934 have been more or less followed to this day; and they were:

1. To form and maintain a living museum of the trees and shrubs native to the Pacific Northwest and especially to the Puget Sound region, and to develop the available area most advantageously, having due regard to the plants growing there and to the persons who will visit and use it.
2. To introduce new or rare woody plants from all possible sources; to propagate and distribute those considered potentially valuable, in any respect, to appropriate similar institutions, research or experiment stations, or to nurseries for wider dissemination.
3. To supply information on horticultural matters to groups and individuals through lectures, classes, demonstrations, publications, and use of the Arboretum Library.
4. To provide an outdoor study area for a number of departments and

colleges of the University, especially the Colleges of Forest Resources, Architecture and Urban Planning, and the Departments of Botany, Zoology, and Art.

5. To cooperate in providing materials and facilities for research connected with woody plants.

The educational, research, and public service activities of the Arboretum have been documented at length in the 1967 Report of the University Committee on the Arboretum, a paper published in the winter, 1972 Arboretum Bulletin, entitled "The Role of the Washington Park Arboretum in Public and Community Services" (Cole, Witt, Archie), and the February 14, 1973 University Report entitled, "The Research, Teaching, and Public Service Roles of the University Arboretum and Botanical Garden."

Hence, in this statement only a general indication of the importance of a facility of this nature will be emphasized.

Historically, man has too often viewed the resources of his planet merely as means to achieve his own short-term objectives. He has frequently failed to recognize the intricacies of the various ecosystems of which he is simply an important part. In relatively recent times, he has been forced by circumstances and acquired knowledge to appreciate that he cannot continue to function in a satisfactory manner oblivious to the natural processes that form his environment.

One of the ways in which this recognition has passed into the realm of action is in the systematic development and preservation of plant collections. Early collections were designed for esthetic purposes or for the advancement of agriculture and medicine. In the last hundred years, man's recognition of his dependence on plants for his ecological, economic, cultural, and psychological well-being has caused him to develop and preserve a number of "arboreta," systematically structured in some manner to promote his plant-related interests.

There is an ever-growing concern over the nature of the environment that man is creating. Some scientists predict that man and his environment are on a collision course. Research efforts by Universities and other organizations, are being increasingly devoted to quantitative and qualitative studies, biological and social, which attempt to define and measure critical parameters of the environment, particularly those which are susceptible to human pressure. Such centers as the University of Washington Arboretum - in the midst of a rapidly growing metropolitan community - are, because of their location and the nature of their educational and research enterprises, becoming focal points for studies of these environmental parameters.

Traditionally the emphasis of the University of Washington Arboretum has been two-fold - ornamental plants and forest tree species. The latter are of most interest to students of forestry at the University and regional community colleges. They also serve as a gene pool for breeding work in the forest industry.

The importance of ornamental plants in a complex urban society is difficult to quantify, but judging by the number of "home gardeners",

they have significant social values. The satisfaction of growing plant materials and deriving the esthetic amenities they provide are obviously high points for many thousands of northwest residents. Many do not belong to formal gardening organizations, yet spend countless hours manicuring their flower beds and gardens. With many, it is more than a leisure-time avocation, it is an all-consuming creative passion.

The focus which a strong arboretum provides to a regional horticulture industry is likewise difficult to assess in a society which comprehends numbers more readily than qualities. However, the record of esteem which the staff and the collections of the University of Washington Arboretum have generated over the past forty years, both in regional and international horticultural circles, speaks eloquently for itself, and is a credit to the City and to the University.

c. Recreational Use of the Arboretum

Open space standards used by the City of Seattle Department of Parks and Recreation define a local park as a natural or landscaped area, smaller than a major park, yet larger than a pocket park, intended to serve an area and population of community scale or smaller. Its main attributes are visual attractiveness, open and/or wooded space, and provision of primarily passive ~~in~~ informal recreation for people of all ages. A major urban park is defined as a large park area containing substantial expanses of natural scenery and often may include a variety of facilities for both passive and active recreation. These facilities may be of such a scale or of such a special nature as to be of city-wide interest. A regional park is a large tract of land which seeks to serve two main functions: (1) preservation of portions of the natural landscape and (2) location for a number of recreational activities which serve the entire metropolitan population.

Washington Park is both a general and special use facility and one that serves a different function for different user groups. Historically, Washington Park has had a consistent pattern of use by the citizens of Seattle as a local park and a major urban park. The south end area has been used, since its acquisition, as a playfield, while the central and north areas, including the Arboretum component, have been used for passive and semi-passive recreation activities. Although there are no precise statistics that quantify the kinds of activities or the amount of general use of Washington Park, it is likely that an undetermined amount of the area is used predominately as a local park, particularly by the residents of the four immediately adjacent neighborhoods.

Washington Park comprises two-thirds of the available public open space for the Capitol Hill-Madison community division and consequently serves as the major recreation area for that population group. Undoubtedly, Washington Park is also used primarily as a major urban park by those peripheral communities like University-Ravenna and Garfield-Madrona which lie within a 15-minute driving time service range. Residents of all communities within the City of Seattle use Washington Park, on occasion, as a major urban park; however, its function to the City of Seattle in general is as a special use Arboretum facility.

It should be noted that the Arboretum is also used extensively by people who live outside the city limits. For instance, the major use

by school children is not by groups from Seattle, but from suburban school districts. A review of the guest book kept in the Arboretum office will indicate that many visitors come not only from beyond the city limits of Seattle but from outside the State as well. The Arboretum is a tourist attraction of the City of Seattle.

The fact that the University developed its Arboretum in Washington Park insured that it be available for visits by the general public. Outside of the waterfront areas, the heavy use periods are closely associated with the colorful springtime blooming. As measured by a traffic counter on Arboretum Drive East, a recent average of 150,000 cars annually visit this part of the Arboretum. Annually, roughly 2 1/2 million cars pass along Lake Washington Boulevard through the Arboretum. What this data means in terms of visitors is not clear because it is not known how many people are just passing through, nor how many walk, bicycle, or boat into the area. It is known that approximately 75,000 people annually have passed through the turnstiles in the Japanese Garden in recent years. Estimates made in the past have indicated that there is in excess of 500,000 visits to the Arboretum annually. At present, there are no restrictions on hours or means of access except that Arboretum Drive is closed at sunset. Therefore, it would be extremely difficult, if not impossible, to measure the exact number of Arboretum visitors or the reason(s) for their visit.

Picnicking, photography, hiking, running games, throwing games, sunbathing, bird-watching, bicycling, dog-running, jogging, sledding, and other activities constitute much of the non-plant-oriented activity in the area. Most visitors do not engage in active recreation, as indicated in the following results obtained from Mr. Twight's thesis (previously referred to):

"About 80 percent never use the area for the playing of games, and 67 percent feel that the Arboretum has no value as an open space for games and exercise. Seventy-four percent feel that organized and directed recreation does not belong in the Arboretum...."

At the time Mr. Twight wrote his thesis, he was considering also the waterfront - lagoon area of the "Arboretum," and consequently its water-oriented activities. Since this Environmental Impact Statement deals primarily with the area proposed to be leased (120 acres in the center of Washington Park) some of Mr. Twight's findings, which are now summarized in their entirety, are not completely relevant. However, they provide some interesting insights on the recreational use of this area:

"Attitude scales were constructed and incorporated in a 158-item questionnaire which was sent to a sample of 1,812 users of the area. The sample was selected to cover spring use, summer use, weekend use, weekday use, water-front use, drive-through use and on-the-ground use. A 37 percent return of the postal questionnaire was received.

A second sample of 708 Seattle city park and western Washington state park users was used for comparison. They were sent a

questionnaire which included 73 of the general park and recreation questions included in the Arboretum questionnaire. A 39 percent return was received from this sample.

Statistical tests applied to the data from both questionnaires indicated non-respondents would not be greatly different in their view from those who did respond. Data from the questionnaires was tested for statistical relations on the University computer by the computer consultant for the Institute for Sociological Research.

Summary of Findings

1. Goal oriented use of the Arboretum, use of the area for horticultural or landscaping educational purposes is lower than one might suppose.
2. The most common uses are associated with esthetic enjoyment of the area; appreciation of the peace and quiet, pleasant landscape, and beautiful floral displays.
3. A public flower show hall and other proposed non-conforming types of developments were thought to be improper uses of the Arboretum by more than 75 percent.
4. Opinion was about equally divided on a combination replacement building incorporating space for meetings, research and horticultural education.
5. Activity oriented recreational uses of the Arboretum were thought to be an improper use of the area -- by more than 73 percent.
6. Environment related uses of the Arboretum were the most popular with users. 'Walking or relaxing...' was rated as the most common personal use. 'Plant and flower appreciation...' was rated as somewhat less common personal use than 'walking or relaxing...'
7. 'Pleasant landscape' and 'quiet, restful atmosphere' were rated as more important Arboretum benefits than the 'chance to enjoy a variety of plants and flowers'.
8. 'Privacy and apparent absence of people' was another highly valued Arboretum benefit.
9. The Arboretum users tended to view park and recreational facilities generally from an esthetic or passive recreation point of view. The city and state park users sampled also leaned in the esthetic - passive direction, as opposed to developed activity type recreation, but not so strongly as Arboretum users.
10. Both user populations sampled similarly favored privacy in their use of park and recreation areas.
11. Both user populations sampled were opposed to concession facilities in parks.

12. They were also opposed to parks' accepting donated memorials and memorial facilities unless needed.

13. Both user populations were in favor of preserving close-in natural areas, with Arboretum users most strongly so.

14. Both groups favored (by more than 75 percent) protecting parks from encroachments such as freeways, but Arboretum users much more strongly so again.

15. Privacy attitudes were similar for both groups but Arboretum users had higher naturalness attitudes (appreciation of a natural environment).

16. The majority of Arboretum users had higher educational, occupational and income levels than did the city and state park users. The city and state park users came from higher levels than the Western U. S. Census population though, and the levels from this study were quite similar to those found by the Anschell Marketing Service survey of Washington State Park users in 1963.

17. Arboretum users resembled Hendee's National Park Wilderness users in the socio-economic characteristics. They also tended to visit wilderness areas more than city and state park users, and went car camping less than that group.

18. The major reason that the Arboretum clientele are there to enjoy the esthetic features of the area rather than its educational and scientific features, appears to be an unintended consequence of the selection of the Olmsted Brothers firm as the designers of the Arboretum. The Olmsteds designed an apparently "natural" environment which has attracted people for its beauty and amenity value."

d. Adjacent and Peripheral Neighborhoods and Communities

Washington Park is bordered to the west, south and east by the residential neighborhoods of Montlake, Stevens, Harrison and Madison Park and to the north by Union Bay and the Lake Washington Ship Canal. It is located in the Capitol Hill-Madison area of the major divisions of the City of Seattle. Directly to the east is the incorporated private community of Broadmoor which is surrounded by a fence with points of access controlled and limited to Broadmoor residents and their guests. The boundaries of the neighborhoods are generally defined on the current Comprehensive Plan of Seattle and the major divisions are census tract groups defined by the Department of Community Development.

The adjacent neighborhoods have the following general social characteristics and available public open space. These figures are based on the 1970 census and studies by the Departments of Community Development and Parks and Recreation.

The Montlake neighborhood is racially mixed with a total population of 3,800. Income level is predominantly in the middle income range, although there is also a percentage of lower-income residents. Available public open space includes Montlake Playfield (14.5 acres),

Montlake East Park (2.4 acres), McCurdy Park (1 acre), portions of Interlaken Park, center strips and canal shoreline.

The Stevens neighborhood has a population of 10,000 and is mainly middle income level. Portions of Interlaken Park and Volunteer Park comprise the available public open space for this neighborhood.

The Harrison neighborhood has a racially mixed population of 2,700. Income level is diverse although largely in the lower middle to middle income range. Available public open space includes Lakeview Park (4.5 acres), Denny-Blaine Park (3 acres), Viretta Park (1.8 acres), viewpoints, triangles and portions of boulevards.

Madison Park neighborhood has 5,000 residents with an income level in the middle to upper-middle range. Available public open space includes Madison Park (4.6 acres) and miscellaneous small areas.

Washington Park is in the major community division of Capitol Hill-Madison which combines census tracts 61, 62, 63, 64, 65, and 66. In addition to the four neighborhoods adjacent to Washington Park, this division includes portions of four other neighborhoods: North Broadway, Broadway, Minor, and Madrona. The total population in the Capitol Hill-Madison community service area is 25,595 with a non-white population of 2,838. There are 309 acres of available public open space in Capitol Hill-Madison, 200 acres of which is Washington Park. The remaining 109 acres includes boulevards, major parks, local parks, greenbelts and small park and recreation areas. However, a significant amount of this 109 acres is not readily accessible to the public for recreational activities but rather fulfills either an esthetic and/or a preservation function.

e. Traffic Flow Through the Arboretum

The existing traffic patterns and volumes are as shown on Figure F titled "Arboretum Average Weekday Daily Traffic and Parking Areas". The Arboretum is bisected by two roads running north-south; Arboretum Drive East, to the east; and Lake Washington Boulevard, to the west.

Of the two, Lake Washington Boulevard is the through arterial, carrying approximately 7,000 cars in both directions on an average day during the week or weekend. It is a two-lane curving black-top road with few intersections and no cross-traffic to impede its flow. The two streets that intersect Lake Washington Boulevard to the west are Interlaken Boulevard East and Boyer Avenue East. These streets are used as alternate traffic routes to reach 24th Avenue East from the Arboretum and vice-versa, carrying well over a thousand cars per day. Other intersecting roads are Arboretum Drive East, East Foster Island Road and two on and off ramps from SR 520, each averaging over a thousand cars daily.

Arboretum Drive East, a narrow two-lane, meandering paved road, maintains a low volume of traffic. It averages slightly over 400 vehicles per day; however, peaks of approximately 1,200 vehicles per day occur during the spring and early summer weekends when the floral display is in full bloom. Experimental closures and one-way traffic patterns on the upper road have not caused traffic problems

near/ in the past. The two entrance gates located at Foster Island to the north and Lake Washington Boulevard to the south are closed by the Seattle Police daily at sunset.

The great majority of traffic that occurs within the Arboretum is drive-through, either commuter or scenic observers with a small percentage actually stopping to park.

f. Parking in the Arboretum

There are ten improved and semi-improved lots along Arboretum Drive, excluding the large parking area around the office and greenhouse complex. These lots can park approximately 95 cars. The office and greenhouse area will park 46 cars, 50 plus with crowding. Peripheral parking includes the large lot south of the Japanese Garden, 100 cars; the various improved and unimproved lots along Lake Washington Boulevard East to the junction of Foster Island Drive East, 45 - 50; and along Foster Island Drive East, 3 lots totalling 45 spaces. This brings the total present parking for Washington Park to approximately 340 spaces; 170 within the area proposed for leasing to the University.

g. Management of the Arboretum Under the 1934 Agreement

The existing 1934 agreement gave the University "full control" of the Arboretum provided, however, that such area be made available to visits by the general public under rules and regulations of the City by the Board of Park Commissioners. Unfortunately, this has led to misunderstandings concerning which controls are open to the University. The 1934 agreement is even more ambiguous with regard to the financial responsibilities of each party for operation and maintenance of the Arboretum. Several of the management problems associated with the existing agreement have been previously discussed in earlier sections of this statement. Generally, responsibility for day-to-day operations of the Arboretum has been assumed by the University (with the uncertainty associated with undefined ultimate control by the City). The authors of the 1934 agreement made an attempt to establish a working relationship in the form of a liaison committee.

The agreement provided for an advisory committee to be known as the Arboretum and Botanical Garden Committee. The committee was to consist of at least seven members; three to be appointed by the Mayor of Seattle, three by the President of the University of Washington, and the seventh member to be appointed by the Governor of the State of Washington. They were to serve seven-year terms. This committee was to assist in establishing and maintaining the Arboretum, in securing funds, plants, and seeds, in encouraging people's interest in the Arboretum, and in acting as a liaison committee between the Arboretum and the various garden clubs and other societies interested in the Arboretum.

For unknown reasons, this particular advisory committee was never established by the Governor of the State of Washington. For many years, the general intent of the provision seems to have been met (with the exception of the appointment of a member by the Governor) by an Advisory Committee on Program for the University of Washington Arboretum. This committee consisted of three members from the City,

the Superintendent of the Seattle Parks and Recreation Department, the City Engineer, and a staff member from the City Planning Commission; three members of the University faculty including, as chairman, the Dean of the College of Forest Resources, under whose administrative responsibility the Arboretum is placed; three members of the public including the President of the Arboretum Foundation, the President of the Friends of the Arboretum, and the Director of the Arboretum who served as secretary. The City-University Arboretum Capital Improvement Trust Fund is handled by a sub-committee of members drawn from the larger committee; three from the City, and two from the University and, as chairman, the University's Vice President for Business and Finance. This sub-committee meets and makes recommendations for allocations from the Trust Fund.

As a means of coordinating its own internal staff with special interests in the Arboretum, the University maintains an internal University of Washington Committee on the Arboretum, appointed by the President of the University and consisting of faculty members from appropriate departments, such as forestry, botany, zoology, and landscape architecture, and two representatives from the business offices of the University, with the director of the Arboretum as secretary.

Technically, these committees exist today. However, there have not been many regular meetings over the past year because of the continuing negotiations concerning a new lease. It is apparent that these committees have not been able to resolve all of the problems which have arisen in connection with the 1934 agreement. There have been several disagreements in the past because of differing viewpoints about reasonable recreation activities and facilities within the Arboretum area, but perhaps the most difficult problem has involved the continuing question of financial responsibilities. The following narrative and data are taken from a July 10, 1972 University of Washington REPORT ON THE ARBORETUM in Response to Inquiry from the Legislative Budget Committee of May 12, 1972:

"As its history reveals, the Arboretum came into being as a result of efforts to meld together three different interests, two officially involved, the City and the University, and the third unofficially, but from a pragmatic point of view, very importantly involved. In the earliest years after the City-University agreement of 1934, neither partner apparently had the funds to initiate the program for an Arboretum with vigor, and leadership was assumed by a group associated principally with the Arboretum Foundation, private persons interested in horticultural matters, laymen, but some very knowledgeable and all dedicated to the development of the Arboretum. They provided the earliest operating funds and determined many policies for the Arboretum including, in effect, choosing the director. They have continued to make significant contributions to the Arboretum down to the present time.

The financial history of the operation of the Arboretum, as shown in the accounting records of the University of Washington, is summarized on the next page. This table indicates that during the first four bienniums of operation, 1935-37 through 1941-43, apart from federal contributions to clearing projects in the Arboretum, the operational support of the Arboretum came entirely from private

Arboretum Operating Expenditures, by Source of Funds
1935-37 through 1971-73

Period	U of W Funds ¹	Gifts & Grants	Total	U of W Budget as a Percent of Total
1935-37	-	\$ 2,800	\$ 2,800	--
1937-39	-	5,306	5,306	--
1939-41	-	12,795	12,795	--
1941-43	-	12,651	12,651	--
1943-45	\$ 15,302	12,354	27,656	55.3
1945-47	74,960	980	75,940	98.7
1947-49	49,993	5,931	55,924	89.4
1949-51	124,831	1,905	126,736	98.5
1951-53	114,177	6,188	120,365	94.8
1953-55	137,717	5,959	143,676	95.9
1955-57	137,137	16,173	153,310	89.4
1957-59	157,110	16,361	173,471	90.6
1959-61	170,872	3,532	174,404	98.0
1961-63	207,892	14,873	222,765	93.3
1963-65	223,574	9,702	223,276	95.8
1965-67	262,192	20,184	282,376	92.9
1967-69	293,005	38,195	331,200	88.5
1969-71	311,289	44,111	355,400	87.6
1971-73	147,764 ²	15,698 ³	163,462	90.4
Total	\$2,427,875	\$245,698	\$2,673,553	90.8
	<u>53,624</u>			
	\$2,374,191			

¹UW funds slightly offset by cash income from the Japanese Tea Garden:

May & June, 1961	\$ 1,322
1961-63	15,385
1963-65	8,734
1965-67	8,301
1967-69	7,548
1969-71	5,334
1971-73 (est)	<u>7,000</u>

\$53,624

²1971-73 budget, not expenditure level

³Expenditures for period July 1, 1971 through March 31, 1972, only: expenditure will undoubtedly be higher for the 1971-73 period.

gifts and grants. Beginning in the 1943-45 biennium, the University of Washington began budgeting from its general University resources, in essence: State funds, operating support for the Arboretum. The University support grew fairly steadily from an expenditure of \$15,302 in 1943-45 to the highest expenditures, \$311,289 in 1969-71.

Operational support from private sources has fluctuated more widely over this same period of time. The primary source of these private gifts over most years was the Arboretum Foundation, with occasional assistance directly from individuals. There was a significant increase in private support for operating expenses in 1967-69 and 1969-71 when a secession from the Arboretum Foundation in 1966 by the group known as Friends of the Arboretum led to the existence of two organized groups devoted to aiding the Arboretum.

Actual expenditures for capital have been much less than for operations. University records show capital expenditures only since the 1956-61 biennium, but the cost of the earlier structures, small wooden buildings and lath houses, must have been modest with the federal government having provided the labor in the 1930's." (Historical data on capital expenditures are contained in the July 10 report.)

There are two funds of significance now on hand for capital improvements in the Arboretum. The following information is derived from the University report:

The largest is the Arboretum Capital Improvement Trust Fund. This fund came into being as a result of the sale of land in the Arboretum for the right-of-way for the Evergreen Point Bridge and related interchanges. Since the title for this land devoted to park purposes was partly in the City of Seattle and partly in the University of Washington, the University recommended to the City that the sum received for the sale of land which reduced the scope of the Arboretum be set aside for capital improvements for the remainder. Such action was taken jointly by the City and University, and the present sum results from the proceeds from the condemnation award plus income derived from its investment, minus certain disbursements for completed projects less an obligation to the University for fees in connection with the Floral Hall project. The second fund of significance is \$280,826 in gifts from R. D. Merrill to the University of Washington being held now for the Arboretum capital program.

The report continues with a discussion of the present financial condition of the University with respect to operation and maintenance of the Arboretum. The following are excerpts from that discussion:

'Worsened general economic conditions and the type of difficulties inherent in the tax system of the State of Washington presented the Governor and Legislature with a crisis situation in developing the State budget for 1971-1973, which was reflected in the

reduced State appropriations to the University among other agencies. In effect, the University of Washington's budget for 1971-73 involved a \$17.5 million reduction as described in President Odegaard's Annual Report, entitled "Financial Plight of the University: An Analysis of the 1971-73 Budget," published in the University of Washington Report, Vol. 3, No. 1, Autumn, 1971.

Whereas the 1969-1971 expenditure level in operating funds for the Arboretum was \$311,289, the 1971-73 budget level had to be set at \$147,764. Such a 53% reduction requires significant reduction in programs and in levels of quality of service affecting all areas.

By way of illustration, the following staff reductions resulted from the 1971 budget cuts:

August 1971	Nursery foreman and two gardeners Administrative Assistant I
October 1971	Truck driver
November 1971	One gardener and two grounds equipment operators

The loss of this skilled labor seriously affected the maintenance, spraying and planting programs throughout the last six months of 1971; no fall or winter spraying was done. The general appearance of the Arboretum has not declined as much as would have occurred because, after the beginning of 1972, the University assigned some labor to Arboretum maintenance on the basis of temporary funding from the Federal Emergency Employment Act, a source which cannot be expected to continue indefinitely.

Because the Administrative Assistant also acted as guide for group tours, the number of these between July 1 and December 31 was cut to six, compared with eleven in the same period of 1970. Subsequently tours have only been arranged for groups coming from a distance or for groups representing national or international bodies. No classes in plant propagation or pruning were held in the fall.

The annual seed exchange list was reduced in size from 196 items in 1970 to 73 in 1971 to save labor in collecting and cleaning the seeds. The list was duplicated for the first time instead of being printed, and fewer copies were distributed to other cooperating institutions.

Because of the shortage of staff, it has not been possible to open the office on Sundays from early April to mid-June as has been the custom in recent years. For the same reason the practice of supplying cut plant material to garden clubs or Arboretum Units for discussion at meetings has been greatly reduced.

The consequences of this reduction go far beyond the simple esthetics of the Arboretum grounds and inconveniences to visitors. The relationship of the Arboretum to lay groups, the general

public, and other arboreta will be jeopardized if this reduced budgetary policy continues, in that the many functions that an Arboretum is rightfully expected to perform are now neglected. The neglect may not reach critical proportions in one year but certainly will in another year. The immediate total impact has also been lessened to some extent because various private groups were willing to provide temporary funds for routine maintenance type expenses."

Further details concerning the University's budget for the Arboretum and support from private groups and individuals are available in the July 10 report, which is available for review at the office of the Seattle Department of Parks and Recreation in the Municipal Building.

The City has retained responsibility for the southwest corner of Washington Park over the years. This area has been developed and used as a playfield for more active recreational activities such as football, baseball, and more recently, soccer. The City provides maintenance for Lake Washington Boulevard East and pays for a portion of the utilities in the Arboretum. The other City-funded services in Washington Park are police and fire protection. The City has participated in several capital projects in the Arboretum including a fence for the Japanese Garden and new lights for Lake Washington Boulevard. As noted above, the University has fairly complete cost data showing its financial participation in the Arboretum. Unfortunately, City accounting records are such that breaking out specific cost data for the Arboretum is extremely difficult. While accurate data of City participation is not available, it seems apparent that the University is today providing the major resource commitment to operation and maintenance of the Arboretum.

C. ENVIRONMENTAL IMPACT OF THE PROPOSED ACTION

1. CHANGES IN NATURAL CHARACTERISTICS

a. Vegetation

The basic planting program would essentially retain its present characteristics, although it would be feasible to expand the collections by the inclusion of additional species and specimens. Particularly, smaller and more delicate varieties could be planted if there were satisfactory control of access and activities. The plant collection is the foundation from which Arboretum programs evolve; consequently, it is likely that a broader program base will be present under controlled circumstances. The paramount requirement in planting design will be to retain the naturalistic aspect of Washington Park with its backdrop of native species. Small peripheral areas may receive special attention and intensive planting, such as the Japanese Garden; however, the general aspect of the Arboretum (the harmony between native and exotic plantings) will be maintained.

b. Soils

The proposed action would have little, if any, impact on existing soil characteristics. The restriction of certain activities from the Arboretum area may result in potentially greater use of the waterfront area. The grass in the vicinity of the lagoon has gradually been damaged as more and more people visit the area to feed the ducks which live in the lagoon. If unrestrained use of this area continues, erosion of the lagoon banks will continue to get worse. Under the terms of the lease, it will be the City's responsibility to establish adequate control for this area. At this time, it does not appear that any capital improvements proposed by the University for the Arboretum will result in long term adverse effects to native soils. However, these projects will be studied in more detail during the design process.

c. Water

The proposed lease should not result in any long term effects to water systems. No filling of marshy areas is currently proposed. One of the alternatives being discussed for the physical barrier around the Arboretum involves a system of ponds along a portion of Lake Washington Boulevard East. This system could have impacts on an existing stream along Lake Washington Boulevard. The entire question of physical barriers is discussed in more detail under Resultant Life Changes in this section.

Existing recreational use of the waters abutting the north end of the Arboretum is expected to continue. This includes boating, fishing and swimming. The lease is not expected to have any substantial impact on these uses. Therefore, existing levels of impact on these waters are also expected to continue.

It is anticipated that major maintenance work and stricter use controls will have to be imposed on the existing waterfront nature trail in the near future. However, none of this would result directly from the proposed lease and, therefore, will not be discussed herein.

d. Atmosphere

There will be no significant change in atmospheric conditions as a result of the proposed action. The lease provides for studies aimed toward a reduction in traffic flow through the Arboretum. These studies could lead to actions directly affecting the quality of air in the vicinity of Lake Washington Boulevard East. There is no data on air quality readings from this area and it would be difficult to predict what closure of Lake Washington Boulevard would mean in absolute terms. The University believes that a reduction in traffic and the subsequent improvement in quality might benefit plantings in the vicinity and there is currently an on-going study to determine the extent or magnitude of the existing problem. However, the University has documented the apparent physical damage to plantings by vehicles and this is one of the main reasons for advocating a reduction in existing traffic through the Arboretum.

2. RESULTANT LIFE CHANGES

a. Wildlife

The proposed action should not have any significant long term adverse effect on existing wildlife populations or living patterns. Greater use of the northern waterfront and Foster Island resulting from restrictions imposed on the core areas will increase the possibility of human - wildlife conflicts in these areas. The proposed physical barriers around the University controlled area will block out pets such as dogs and cats. The physical barriers are not expected to have any significant effect on wildlife in the Arboretum.

b. Physical Plant

The proposed lease agreement continues the right of the University to construct buildings and facilities on City-owned property operated by the University as an Arboretum. The only improvement which is discussed specifically in the new agreement is a proposed physical barrier.

The University has documented the rationale for access regulation and visitor control in a number of statements. The following outline summarizes the benefits which the University expects from the construction of some type of physical barrier around the University-controlled area:

Demarcate the boundary of the Arboretum -

- establish where administrative responsibilities begin and end
- delineate areas of different use allocations

- avoid translocation of neighboring yards and trespass-dumping of waste materials on arboretum property
- emphasize the long term dedication of the Arboretum

Regulate depreciative activities within the Arboretum -

- protect plants from malicious damage and theft:
 - makes theft more difficult if controlled points of exit and night closure;
 - discourage cutting, scarring, delimiting, birdling, 19 trampling, etc. if potential transgressor receives psychological impression that these activities are inappropriate and the grounds and plantings are guarded under controlled circumstances.
- restrict people from activities which inadvertently harm the plants and turf, and disturb the mood and setting:
 - motorbiking, jeeping, sledding, off-road bicycling and jogging; football, baseball, soccer, frisbee, bows and arrows, etc.; unauthorized picnicking, rock festivals, drinking parties, etc.
- curtail the running of dogs, which now enter the Arboretum anywhere:
 - tearing up flower beds, seeded lawns, animal burrows in shrubbery; scratching and ripping bark on "thin-skinned" specimens;
 - killing beneficial Arboretum animals; producing messes, urea-burn to shrubbery.

Provide by way of specific points of entrance a means to inform and educate the visitors -- signs, handouts, guides.

- describe nature of an Arboretum
- instill appreciation for values of the plant collections and related subjects
- direct visitors to areas of seasonal and specific interest thus enhancing their enjoyment
- indicate manner in which visitors should conduct themselves

Allow for more adequate protection of people using the Arboretum -

- promote personal safety from robbery and assault if the criminal knows he must escape on foot through limited exit points
- augment the enjoyment of visitors engaging in plant-related pastimes who resent being bitten or intimidated by dogs, bowled over or pushed aside by runners, etc.

Provide more adequate protection of scientific Arboretum programs -

- protect weather equipment and other environmental monitoring devices
- secure identification labels, the removal of which may cause the staff to lose track of specimens
- inhibit removal of flowers, fruit, seeds, destruction of pollen bags, etc.

Provide a means of screening areas to improve esthetics and atmosphere of the Arboretum -

- block visual and sound pollution from highways, active recreational areas, adjacent houses, etc.
- support vines, roses, other shrubbery
- provide demonstrations of attractive fencing materials for home gardeners
- enhance visual landscape perspectives through harmonizing of natural and man-caused physical objects.

The University believes that a permanent physical barrier would perform these functions more effectively, less expensively, and less obtrusively than greatly intensified guard placement, and, while this document is not an environmental impact statement relating to a final barrier design, the general proposal is discussed below.

One possible alternative is shown in Figure H. Some combination of screened fence, open fence, and possibly artificial ponds could be constructed along the east side of Lake Washington Boulevard. The ponds might provide an attractive asset and unique planting site for the Arboretum, and at the same time lessen the visual impact of a fence along this presently open area of Lake Washington Boulevard. In other visually sensitive vista areas, an "open" fence, perhaps with iron verticals placed six inches apart, would supplant the normal landscaped fence, which might have a cyclone mesh design covered by undergrowth. This alternative is identified as "A" on Figure H.

If ponds were constructed as part of this placement design, it is envisioned that they would be approximately 1,000 feet in total length and approximately three feet in depth. They would be hard-surfaced to prevent the growth of shallow water plants and the eventual destruction of the pond. Whether or not they would provide an effective barrier to dogs is subject to question. The ponds would also be subject to freezing during wintertime.

In order to fill the ponds, it would be necessary to supply additional water to the stream. This would upset the basic ecological balance of the stream below the ponds. Substantial down-cutting and side-bank erosion could be expected without artificial protection (rip-rap) of the stream. Channelization of what is now a natural meandering stream might eventually be necessary.

Water required to increase open flow would either:

1. Have to come from Seattle water lines.
2. Have to be pumped 4,500 feet from Lake Washington.
3. Have to be recirculated from a point below the ponds (north) to the upper part.

If ponds are included in this fencing alternative, it is estimated the alternative will cost approximately \$200,000 compared to approximately \$60,000 without the ponds. These expenditures would be paid from the Arboretum Capital Improvement Trust Fund, established by the sale of Arboretum property to the State High Department for construction of SR 520 and the Thomson Interchange.

The agreement does not give final approval to the design of a physical barrier. The University will submit plans to the Policy Review Board for approval. The barrier plans must also be approved by the Superintendent of Parks and Recreation with advice from the Seattle Design Commission. The Policy Review Board is subject to the provisions of the "Open Public Meetings Act" and meetings of the Seattle Design Commission are also open for public attendance. In addition, the project will be subject to the provisions of the Environmental Policy Act. In view of the above, it is expected that there will be several opportunities for public review and comment on the design of the barrier.

There is an alternative location for the physical barrier. It is denoted as Alternative "B" on Figure H. This alternative would enclose the entire University maintained area, and to be effective, it would require at least part-time closure of Boyer Avenue and Lake Washington Boulevard. This would significantly increase the impacts of a barrier. Alternative "A" is being most actively considered at this time.

At this time, in addition to a physical barrier, the University has plans for a new administrative complex. This complex will probably be a scaled down version of the Floral Hall which had been designed for the University by local architect, Ibsen Nelson. The cost estimate for the Floral Hall was \$2.3 million. The scope of the old project was based upon anticipated grants from the state and federal governments which would be in addition to amounts currently available from gifts and the above mentioned trust fund. However, the prospect of such grants is exceedingly dim at this time. Therefore, it is extremely likely that the scope of plans for the Floral Hall (administrative complex) will have to be reduced significantly.

There are a number of alternative sites for construction of these new Arboretum administrative buildings. Pending further study, the preferred location of such new facilities is the area of the existing building complex. Existing access and parking would probably be adjusted, and all site development would take place to minimize the displacement of established plantings and conform to the visual harmony of the area. The primary advantages of this site are its proximity to the greenhouse-nursery area and the minimal difficulties which are encountered in construction and modification of utility service lines. Again, in addition to review and approval by the Policy Review Board, the lease provides for review and approval of plans for any capital improvements within the Arboretum by the City's Superintendent of Parks and Recreation with advice from the Seattle Design Commission. Further, such projects will naturally be subject to the provisions of the State Environmental Policy Act of 1971 and any other applicable local or state laws. The possible changes in existing roads and parking facilities are discussed in separate paragraphs later in this section.

c. Scientific and Educational Use

The problems associated with scientific and educational use of the Arboretum under the terms of the existing license agreement have been discussed in the opening section of this statement. The type and importance of existing uses has been described in the second section, Existing Conditions. The new lease provides the University with a

long-term commitment from the City and more control to protect existing and future investments. During negotiations between the City and the University, the intent has been to reach a reasonable compromise between adequate control and security for the plants and adequate public access to the plants and land. Neither the University nor the City would suggest that the proposed lease will solve all problems associated with either existing conditions or future conditions within the Arboretum. However, both the University and the City believe that the provisions of the new lease will permit changes that can significantly improve existing conditions, particularly with respect to protecting the existing plant collections and allowing new and expanded scientific and educational programs to develop. The impetus for such improvements will come from the Arboretum itself through its own program expansion and greater integration with relevant sectors of the University academic community and the general public. The programs which the University intends to continue and expand include activities oriented specifically toward horticulture and additional programs oriented towards other natural sciences.

d. Recreational Use

Currently, users of Washington Park can enjoy a spectrum of activities ranging from games of catch, picnics, tag games and kite flying to more passive pursuits of photography, strolling and nature observation. Under the proposed action, many of these recreational activities would no longer be permitted within the area described in the lease agreement. Specific activities that would probably be curtailed in this area are active games, kite flying, sledding, jogging and bicycling; it is also likely that some group activities unrelated to educational classes or botanical tours would be discouraged. Pets would be excluded from the area. If the core area only is restricted, users will continue to have unlimited access to the west area. Exclusion of certain active uses within the leased area could increase these activities in the adjacent south and north portions of Washington Park and in other open space facilities within the community. The possible overcrowding and congestion of other open space areas through expanded use could diminish the recreation enjoyment of the users, as well as affecting the natural environment. Traditionally, many people have combined the enjoyment of viewing and strolling in the Arboretum with a family or group picnic. It is possible that under the proposed action, group picnics or other activities, like weddings, would not be allowed without a permit.

Curtailment of active and some semi-active recreation uses within the area would provide a better climate for those activities directly related to the botanic function of the Arboretum. Users could pursue passive activities like photography, sketching and observation of nature in a less congested and more serene atmosphere. Botanical tours and educational classes could be held without conflict from unscheduled group activities.

e. Adjacent and Peripheral Neighborhoods and Communities

The major impact on the adjacent and peripheral neighborhoods which constitute the Capitol Hill-Madison community would be the change in status of 120 acres of unrestricted available public open space.

This acreage represents over one-third of the current available unrestricted public open space within the community boundaries.

Traditionally, users have enjoyed unrestricted access to the park to engage in virtually any recreational activity between sunrise and sunset. Restriction of access to this area, which has primarily served as a local park for the residents of the nearby neighborhoods, would have an impact on the use patterns established by the community. Certain changes in the life style of the total neighborhood, as well as the individual families and people could take place. The more obvious of these changes would be related to closure of the facility in the early morning and late afternoon. This closure would considerably decrease the amount of weekday use by working people and by family groups. Depending on the operating hours, early morning walks, with or without animals, could be prohibited as would late afternoon strolls. This would be particularly restrictive in the winter when daylight hours are minimal. In public testimony several residents spoke of the enjoyment of walking at evening in the Arboretum after or during snowfalls; this activity and other similar activities would likely be curtailed or ended by the proposed action. Many kinds of family or group outings currently enjoyed by residents of the surrounding community would no longer be possible within the 120 acres of restricted access. Again, this could effect a change in the life style of the neighboring population.

Under the terms of the proposed lease, the design of the fence would be subject to review by the Design Commission to insure an appropriate and harmonious design; nevertheless the present visual character of Washington Park would be altered by a fence or barrier around the core.

f. Circulation Patterns

The proposed lease and subsequent actions will likely result in several changes in circulation patterns within the Arboretum and could result in changes to exterior circulation patterns. The lease itself contains two provisions which make such changes possible. First, the erection of some type of physical barrier will probably result in the closure of Arboretum Drive to automobile traffic. Arboretum Drive is currently open to automobiles from sunset to sundown and a vehicle counter has recorded an average of slightly over 400 vehicles per day. It is possible that this amount of traffic could be transferred to Lake Washington Boulevard East. Bicycle and pedestrian traffic will probably be allowed continued day use of Arboretum Drive. When Arboretum Drive is closed, there will be increased bicycle use of Lake Washington Boulevard East, further aggravating existing automobile-bicycle conflicts. All bicycle traffic within the barrier will likely be channeled to Arboretum Drive unless more paths or roads are developed. Joggers within the barrier will probably also be restricted to Arboretum Drive if such activity is allowed at all. Pedestrians and bicyclists will, of course, have to enter the Arboretum through gates in the physical barrier. The University could man these gates with Arboretum employees but has no definite plans to do so at present.

The entrance points currently proposed would be at the northern and southern ends of Arboretum Drive and on Lake Washington Boulevard East across from the Japanese Garden at the southern end of Azalea Way. There will be an additional west entrance at the existing stone bridge over Lake Washington Boulevard at East Lynn Street. These tentative entrance points are shown on Figure H, the Barrier Proposal. The impact of these entrances will be most apparent to those living immediately west of the Arboretum. Most others appear to arrive at the Arboretum from the north or south ends of Lake Washington Boulevard. Those arriving from the north and hoping to enter the Arboretum at the intersection of Lake Washington Boulevard and East Foster Island Road would have to move east on that road to the Arboretum Drive entrance by the existing administration buildings. As previously noted, the most probably and earliest impact on automobile traffic will be the proposed closure of Arboretum Drive. However, the new lease also provides for the City to study the possible closures or at least a reduction in traffic on Lake Washington Boulevard and Boyer Avenue East.

A closure of Lake Washington Boulevard East from north of Interlaken (and perhaps its transformation into a pedestrian-bicycle trail) would disrupt some 5,000 to 7,000 vehicle movements daily. Because an origin-destination study has not been made on traffic through the Arboretum, it is not known exactly how the traffic would be re-routed or what impacts would result by closure of Lake Washington Boulevard.

It is believed that a certain fraction of trips through the Arboretum are deliberate detours to this route and might be very easily diverted to another arterial. Some of the trips are definitely oriented to the Evergreen Point Bridge approach ramp from the south and would be diverted to other Interstate 5 accesspoints. Some trips which originate at a considerable distance from the Arboretum might be diverted to different routes depending on the destinations. However, the issues involved in even reducing the traffic on Lake Washington Boulevard are much too complex to even generally discuss the total situation in this statement. The proposed lease requires only the study of the options and the impacts. This will, nevertheless, involve an additional cost to the City. Any actions following the studies would be separate issues to be dealt with in separate environmental assessments under the provisions of local laws and the State Environmental Policy Act of 1971.

g. Parking in the Arboretum

The proposed lease does not specifically discuss changes to existing parking. It will not directly result in any impacts to available space or parking demand. However, it is obvious that if the physical barrier is erected, there will have to be some changes to the existing parking situation.

It is anticipated that Arboretum Drive East (the "upper road") might be closed to through vehicular traffic and converted primarily to a pedestrian-bicycle path. This would eliminate the ten (10) small parking lots (95 spaces) thereon and the land previously used for parking could be reclaimed as planting area. Such a closure would increase demand at other lots throughout the area and possibly in-

crease demand on nearby city streets.

Closure of the lot at the intersection of Interlaken and Lake Washington Boulevard is also being considered and this would eliminate approximately twenty parking spaces. An additional ten parking spaces will be eliminated by the closure of other small miscellaneous lots along Lake Washington Boulevard. These spaces could be partially replaced by the expansion of the existing lot immediately north of the Metro Trunk Overpass from its current twenty-five spaces to approximately fifty spaces and the expansion of the parking lot at the Japanese Garden by an additional fifty spaces. Expansion of both of these parking lots will require the removal of several trees and the hard surfacing of additional ground area. Both of these enlarged lots will be substantially removed from residential areas and should cause no adverse impacts upon private residences. (See fig. F.)

h. Management of the Arboretum under the Proposed Lease

The new lease would establish a Policy Review Board consisting of -

The Executive Agent of the University Administrative Board for the Arboretum, who will serve as chairman,

A University Regent appointed by the Board of Regents,

The Chairman of the Parks and Public Grounds Committee of the Seattle City Council,

A member of the Seattle Board of Park Commissioners appointed by the Board,

The City's Superintendent of Parks and Recreation.

The functions of the Board are to review and recommend any proposed physical developments, coordinate budget and program planning, determine whether the performance of both parties to the agreement is consistent with the agreement, initiate any proposed changes in the lease agreement and consider matters not specifically delegated to the University or the City.

This Board as proposed should insure top level attention to any problems arising out of the new lease agreement. The membership appears to be slightly weighted in the City's favor but the effect of this on future administration cannot be predicted. It is apparent that there will have to be some substructure operating under the Board to deal with smaller, day-to-day problems. Although the University has not determined exactly what additional committees will be required, there will likely be a University internal staff committee similar to the existing University of Washington Committee on the Arboretum. In addition, there may be a committee concerned with public education and a liaison committee including representatives from local neighborhoods and communities surrounding the Arboretum.

For what is known as the "core area", the proposed University controlled

land east of Lake Washington Boulevard, the University has stated that the following work force would be sufficient for operation and maintenance.

The Director will have a faculty appointment, his salary being entirely covered in the Arboretum budget, at least in the initial period. His responsibilities would include managing the Arboretum as well as generally developing and promoting programs and activities. In selecting a Director, however, it will be essential to find a person interested in the concept of an Arboretum and at the same time having academic stature in some area of the biological sciences as a competent teacher and researcher who might in time assume some teaching and research responsibilities.

The Plant Curator will be in charge of the plant collections and serve as general assistant to the Director. He would also have some level of faculty appointment with a recognized academic unit and some teaching responsibilities.

A Botanical Recorder will keep botanical records up-to-date in the office and herbarium as well as be responsible for labeling plants in the Arboretum.

A Secretary III will be required for the usual department office work.

A Janitor (1/4 time for 1973-1975 biennium) will be needed for the present administrative buildings and greenhouse complex.

A Grounds and Nursery Foreman will be in charge of grounds personnel and equipment.

A Propagator Nurseryman will be in charge of greenhouse and auxiliary lath houses, frames, and outplanting beds.

Four Gardeners will be needed for planting, pruning, spraying, weeding and general maintenance work.

A Grounds Equipment Operator will be needed for mowing, tractor work, power saws, and general maintenance work.

A Truck Driver will be required for driving tractors, trucks, backhoe, etc.

This would be a net savings of five positions from the level the University attained in the 1969-71 biennium. Given proper control over the area, the University believes it will be possible for the remaining personnel to intensify maintenance efforts and develop new plantings.

To support the above, the University had estimated a biennial requirement of \$254,000 in State funds for salaries.

In addition, operating costs were expected in the vicinity of

\$25,000 per year for such expenditures as supplies, equipment and utilities. This raised the total requirement for a biennium to approximately \$304,000.

In order to support the larger area proposed under the lease agreement, the work force and cost figures would likely have to be increased. Therefore, it appears that the University is estimating approximately the same state funding requirement that was available in the 1969-71 biennium.

The financial impacts on the City may be more adverse than those on the University because the City heretofore has not had to operate and maintain certain areas for which it will now have responsibility. Approximately 55-60 acres (part of which is under water) will be the increase to the City's total maintenance responsibility in Washington Park. In addition, the City will have to assume slightly greater maintenance responsibilities within the Arboretum. The exact cost to the City is again unknown because of the lack of historical data upon which to base an estimate. However, staff of the Department of Parks and Recreation have predicted that the total cost of City funded maintenance and operation in Washington Park will increase significantly as a result of the new responsibilities. What this increase will mean in terms of the Department of Parks and Recreation's other programs and facilities or the total City Budget is not clear at this time. Other City services to the Arboretum will remain at the same level. The construction of a physical barrier around the University controlled area may cause some operating problems for the City's Police and Fire Departments, particularly in terms of response times at night.

D. ANY UNAVOIDABLE ADVERSE ENVIRONMENTAL EFFECTS

1. LOSS OF UNRESTRICTED OPEN SPACE

The proposed action would give the University the right to construct a physical barrier around all or a portion of the area that it will control. As discussed in the previous section, this will reduce the non-enclosed open space available to the surrounding neighborhoods and communities and the city as a whole. The exact reduction could vary between 94 and 120 acres.

On a city-wide basis, there are several major parks planned which could partially offset any adverse impacts resulting from enclosing the Arboretum. These include Fort Lawton Park (approximately 400 acres), Lake Union Park (205 acres), West Seattle Reservoir Park (76 acres), and Thornton Creek Park (35 acres). In addition, the City anticipates receiving roughly 225 acres of land at the Sand Point Naval Air Base from the federal government for use as a public park. Most of these parks will probably also require at least partial barriers because of the sensitive nature of the surrounding military, governmental or residential uses.

For the community, there are no new major parks presently planned in the Capitol Hill-Madison area. According to the 1973 Capital Improvement Program of the Department of Parks and Recreation, there is a Capitol Hill Viewpoint Park planned at 1502 E. Garfield, improvements planned to the existing Roanoke Park at 10th Avenue East and East Roanoke Street, and a 34th Avenue Mini-Park planned at the north face of East Pike Street between 34th Ave. E. and 35th Ave. E. There is a neighborhood playground planned for the Minor Neighborhood which has not as yet been sited. It is scheduled for acquisition in 1974. Also, in the Capitol Hill community, there are improvements planned to the existing Broadway Playfield. The reservoir north of the playfield may also be converted to park space if the Water Department's proposed lidding project is approved.

In the neighborhoods immediately surrounding the Arboretum, there are improvements and development of a recently expanded area at the Montlake Playfield scheduled for later this year. This is probably the only project in the immediate vicinity which would have a bearing on available local park space and facilities. There is roughly 50 acres of open space owned by the State Highway Department in and around the used and unused freeway ramps which were to be part of the R. H. Thomson Interchange with SR 520. Much of this space is presently used for recreational purposes. This land could conceivably be purchased or leased from the state and more fully developed for recreation in conjunction with the north end of the present Arboretum area.

2. RESTRICTION ON ACCESS

Restriction on access are part of the controls desired by the University to protect plantings and other investments within the Arboretum. The proposed lease allows the construction of a physical barrier. The barrier proposal as to location is identified and shown on an attachment to the lease (See Figure H in this statement) it provides for gates and access points to the Arboretum area. These access points are for the most part located at the existing predominant access points to the Arboretum. There will be special access provisions for the handicapped. It is likely that handicapped persons will still be allowed the use of Arboretum Drive to provide access to the interior of

the Arboretum. In summary, public automobile access to the interior of the physical barrier would be virtually non-existent except for the handicapped. Bicycle and jogger access will probably be restricted to the north and south ends of Arboretum Drive. Pedestrian access will be open at any gates provided under the lease agreement.

3. RESTRICTIONS ON USE

Restrictions on use within the Arboretum are also part of the controls desired by the University to protect plantings and other investments. Restriction on use include restrictions both on hours of operation and restrictions on activities within the Arboretum. All present users of the Arboretum will be affected to some degree by reduced operating hours. It is expected that the Arboretum will be open during the present hours of maximum use. It is anticipated that the Arboretum will be closed at night. It is the early morning daylight hours and late evening daylight hours during which the Arboretum may be closed that may cause the greatest adverse impacts. Other existing parks available in the vicinity are Volunteer Park, Interlaken Park, Boren Park, Montlake Playfield, Madison Park and, of course, the non-Arboretum areas of Washington Park. These areas will remain open during the normal public park operating hours (generally dawn to 11 p.m.). These parks will also be available for the more active recreational pursuits, such as tag football or frisbee throwing that will likely be banned in the Arboretum.

4. CITY BUDGET

The City will be required to maintain additional acreage in Washington Park and assume some additional responsibilities in the Arboretum. Basically, the shift in funding responsibilities represents a shift in the tax base supporting Washington Park and the Arboretum. The University is supported by the State. Therefore, citizens of the State have been supporting much of the cost of operating and maintaining the Arboretum. The areas which the University no longer will be maintaining are to be used for general passive recreational use. It is anticipated that the prime users will be residents of Seattle. Thus, the cost will now be borne by the residents of Seattle. This will certainly have secondary effects on the budget of the Department of Parks and Recreation and/or other City budgets and services.

E. ALTERNATIVES TO THE PROPOSED ACTION

1. ALTERNATIVE PROGRAMS

a. Status Quo

Since 1934, the City of Seattle has licensed Washington Park to the University of Washington for the purpose of maintaining and developing an Arboretum. Under this agreement, the major funding responsibility for the Arboretum evolved to the University, although the City of Seattle assumed such financial obligations as street and utilities maintenance and the provision of police. (Details of this lease are discussed in another section of this impact statement.) The present management agreement allows unrestricted public access to all areas of the park within the hours set by City ordinance (restriction of the Arboretum is difficult to enforce and it is known that many people use the Arboretum after normal operating hours) and permits vehicular and pedestrian use of Lake Washington Boulevard East at all times. Public recreation activities are generally unrestricted. Additionally, the Arboretum collection, maintained by the University, is available to the public. Continuance of this present agreement is considered desirable by many interested citizen and community groups. However, spokesmen for the University have indicated the position that the initial teaching and research purposes of the Arboretum have become secondary to the use of the area as an open public park. University officials believe that provision of a public park has become an inappropriate use of the limited funds allocated for academic and educational purposes. Consequently, the University has firmly stated that unless a new lease agreement is drawn which gives the University, as lessee, the authority to control public access by several methods and to develop the area as a bona fide Arboretum facility, the University will not continue to lease, maintain or provide financial support for the Washington Park Arboretum. Thus, to retain an unrestricted park only the options of City management or City lease to another agency or group appear possible.

b. Lease

Several private groups and/or non-profit organizations have for many years given financial support, volunteer maintenance assistance and plant collections to the University for the Arboretum area. Prominent among these groups are the Arboretum Foundation, the Friends of the Arboretum and the Seattle Garden Club. Although all of these groups have indicated strong concern that the Arboretum continue to be maintained and further developed as a special resource facility, none have felt able to assume either the managerial, financial, or operational obligations on a long-term basis. They also indicated that they would require control of the area. The possibility of a managerial coalition of interested groups including the Seattle Public Schools, Community Colleges, and other educational institutions in the area has also been explored. However, school administrators, as well as spokesmen for other groups have all indicated an inability to assume any significant or permanent financial obligation.

Management by the State of Washington Department of Parks was proposed at a meeting of the Legislative Budget Committee by a representative of the City. The committee requested further study of the

University management proposal by the City and the University. Some committee members felt that Washington Park was more a local than a regional facility and that expenditure of State monies would not be justified. Subsequently, the State Department of Parks indicated they would not be interested in assuming this management responsibility.

Lease of the property to any private group or organization for its sole use would be in conflict with the terms of the deed dedication to approximately 78 acres of the property. These parcels were originally dedicated "for public park purposes only" and will revert to the original owners if the restriction is violated.

c. City Management

Total responsibility for the Washington Park Arboretum would be assumed by the City of Seattle. Management of the property would be solely the responsibility of the Department of Parks and Recreation as designated agency of the City of Seattle.

The Washington Park property is legally owned by the City of Seattle, consequently this alternative would not affect the jurisdiction of the property. Management and ownership by a single agency would obviate the need for a legal lease agreement and would avoid possible conflict of interest problems that could result under a two-agency jurisdiction. The Policy Review Board would not be created and the advisory control of Washington Park would remain the Board of Park Commissioners.

Three basic City management programs for Washington Park are discussed in the following paragraphs; however, the feasibility of each program would be directly contingent on the level of funding allocated to the Department of Parks and Recreation budget from the total budget of the City of Seattle.

The first City management program would accord the same status to Washington Park as to other comparable open space facilities within the park system. The principal purpose would be the provision of a public park, however, maintenance and operation would be geared as much as possible to the unique qualities of this particular park. A high level of maintenance of the total Arboretum collection would, necessarily, be contingent on additional funding capabilities as would any continuing development of the area for scientific and educational purposes.

A minimum annual budget of \$200,819 is projected for this alternative. Personal Services are estimated at \$114,414 and material costs at \$86,405. Positions scheduled under personal services are separated into two categories: Basic grounds maintenance and education, research and public relations. The basic grounds maintenance component includes a park foreman, two gardeners, two laborers and a clerk; the education component, a director, a naturalist and a laborer.

A second program proposal would basically correspond to the first

proposal, however, the maintenance staff would be increased. The purpose would be directed to a significantly high level of maintenance of the existing Arboretum component, as well as the provision of an open public park. Minimum annual budget figures for this alternative include personal services at \$180,508 and material costs at \$86,405 for a total yearly cost of \$266,913. Personal service maintenance positions under this program would include a foreman, three gardeners, eight laborers, one truck driver, and a senior clerk; an increase of eight positions over the first alternative. Education and research positions remain similar to the first alternative; a horticultural director and assistant.

The third City management proposal would extensively support the continued maintenance and development of an Arboretum and Botanical garden facility within an open public park. Under this program, existing research and scientific projects would be continued and new ones developed by an Arboretum Director and appropriate additional staff. Public use would not be unduly constrained, although passive and semi-passive recreational uses would be encouraged. The minimum annual budget projection for this alternative is \$363,187: The personal service maintenance component is the same as projected for the second alternative - \$147,232, while the education component it increased to \$100,050. Additional staff positions include a plant curator, propagator, botanical recorder and two guide-guards, as well as an Arboretum Director and a Naturalist. Materials and supplies costs are projected to \$105,905.

Regardless of the specific management program, a possible positive impact of City management would be the greater availability of the entire Washington Park area for public use. Under this alternative there would not necessarily be any new restrictive barrier or barriers, such as a fence or pond system, to limit public access to any portion of the park. Additionally, the hours the facility would be open to the public would probably conform to the standards used by the Department of Parks and Recreation for the entire park system. The number of open hours under City management would be greater than the minimum in the agreement but not necessarily greater than the actual hours jointly operated by the City and University.

Addition of capital improvements on Arboretum land would be unlikely for several years under City management. Even if the City were to direct its management program to the maintenance and development of an Arboretum, it is unlikely that the area used for buildings and structures would be increased at this time. Undoubtedly, the existing greenhouse and office complex would need repair and eventual replacement but additional space might not be a requirement.

Under City management, it is unlikely that Lake Washington Boulevard East would be closed. Studies of possible rerouting of traffic from Lake Washington Boulevard East and the impact of the proposed rerouting on the adjacent communities would be optional.

Greater availability to the public could have a long-range adverse impact at any level of management program. Unless use by the public, particularly of the more fragile areas, is restricted in some way, deterioration of the facility may be unavoidable.

Management of Washington Park primarily as a public park may also result in a gradual change of the area over time from a facility with a large botanical component to a public park similar in character to Volunteer Park. The potential loss of this unique facility would be a disbenefit for many citizens of Seattle. Even if radical changes do not take place over time, destruction or injury to some existing flora could result.

Finally, under the first and second management proposals, some existing arboreta projects may not be continued and new research projects will not be initiated. This would have a negative effect on the botanical research function of the area and potentially on the overall character of the park. Under the third option, research could be a continuing function so the distinguishing characteristics of the Arboretum would be maintained as much as possible.

All three programs would require a substantial increase in the monies allocated to the Department of Parks and Recreation from the City budget. Readjustment of the budget could result in decreased services from other departments to the citizens of Seattle. The necessity to increase the total budget would result in additional revenue demands on the citizens. In either case, it is unlikely the full amount necessary could be reallocated to the Parks and Recreation budget, consequently maintenance and operation might be reduced at other park facilities.

2. ALTERNATIVE MODIFICATIONS WITHIN THE PROPOSED ACTION

Under the proposed lease agreement, the University would manage approximately 120 acres of the central portion of the Washington Park and the City of Seattle would continue to manage the playfield at the south end and would assume management of the north end area and Foster Island. An alternative modification within the proposed action would be for the University to manage the north end and Foster Island as well as the central portion. This alternative would have the benefit of providing a unified management concept for a relatively contiguous area and avoid the north and south end City maintenance and center University maintenance split of the proposed action. Single agency maintenance could result in a more harmonious relationship between these two similar areas rather than the potential schism of activity use and maintenance that may result from dual authority. The south end, under City management, would continue in its traditional use as a playfield.

F. RELATIONSHIP BETWEEN LOCAL SHORT-TERM ENVIRONMENTAL USES AND THE MAINTENANCE AND ENHANCEMENT OF LONG-TERM PRODUCTIVITY

The lease agreement with the University of Washington for operation of the Arboretum will contribute to the long-term productivity of the primary functions of teaching research and public service by helping to insure that they are not subjugated to short-term demands for inappropriate recreational uses (i.e., bicycle racing, rock concerts, etc.) or that the collections are not as vulnerable to damage. Clearly defined policies regarding such matters as appropriate uses, control of access, and responsibility for maintenance will make possible long-term educational and research efforts which are presently not feasible.

The emphasis on teaching and research functions will preclude some recreation activities presently utilizing the Arboretum. The diversion of such uses to other park and recreation areas may result in the greater use of some nearby facilities. In some instances, facilities may be used more efficiently. In other instances, over-use may result in a loss of productivity for certain other activities.

It is anticipated that with the implementation of the proposed actions within the 120-acre leased area, a proportionately higher level of uses, such as jogging and small-scale active games may take place in the waterfront area of Washington Park. The desirability of maintaining this area as a harmonious, minimally-developed adjunct to the leased premises will require development of alternative recreational facilities in the vicinity, as well as careful planning and design to minimize the impact on the waterfront area itself.

If properly maintained, plantings and Arboretum facilities can be expected to have a lifetime of over 100 years. For any development involving new building construction or parking lot, there will be some diversion of land from existing uses during the lifetime of such facilities.

G. ANY IRREVERSIBLE AND IRRETRIEVABLE RESOURCE COMMITMENTS WITH THE PROPOSED ACTION

Although the lease agreement, itself, will not involve any irreversible and irretrievable commitments of resources, the construction of new facilities made possible by the lease could require the clearing and use of small areas of Arboretum land. In addition, the construction of a fence or other barrier might detract from the existing esthetic values of broad vistas and unbroken open space. The steel, aluminum, aggregates, wood and other materials used directly in the construction of such facilities would be irreversibly committed during their useful life. Although the University has a policy of relocating all large trees and other vegetation of significant value to justify their relocation to other areas, some vegetation would be lost due to construction activities.

Provisions are contained in the lease agreement for possible changes in operation, use and development if the agreement should prove inadequate, or if the University should receive inadequate funding to operate an Arboretum facility. If a change in use should occur, fences and Arboretum facilities could be removed or incorporated into a traditional park development.

H. COMPARISON OF 1934 AGREEMENT WITH PROPOSED AGREEMENT

SUBJECT	1934 AGREEMENT	EXISTING CONDITIONS	PROPOSED 1973 AGREEMENT	MAJOR ENVIRONMENTAL IMPACTS
1. TERM OF LEASE	"Agreement shall remain in full force and effect so long as such arboretum and botanical garden shall be maintained."	Same as 1934 Agreement.	University (UW) given right to operate Arboretum (Arb) 30 years from date of execution with 30-year renewal available upon receipt of written request from UW 4 years prior to expiration date. If it does not intend to renew, the City must reply within 120 days of UW's request. If the State legislature terminates UW's resources for operation and maintenance of the Arb, UW may terminate the agreement allowing two years written notice. UW may also terminate, with two years notice, if it cannot agree with the City concerning its plans for new buildings or other facilities. (See #5 below).	The new lease will require renewal 30 years following initial approval by the University and the City and every 30 years thereafter unless the lease is terminated or the wording is changed. This gives UW the long term insurance required to more fully develop the Arb and to construct capital improvements on City-owned property. The 30-yr renewal implies that both parties must reassess the agreement at the end of that period. The 1934 agreement does not have any renewal clause. In the 1973 agreement UW is specifically given the right to terminate the agreement if it does not receive sufficient resources from the State to maintain the Arb or if it cannot agree with the City concerning proposed capital improvements.
2. AREAS	UW may use all or any portion of Washington Park as then established or subsequently extended. UW is to designate in writing from time to time the exact areas which it desires to devote to Arb use.	Arboretum 203 acres Japanese Garden 3 acres Wash. Pf 14 acres	UW is to control for Arb purposes the property located in the City's Wash. Park as described in Exhibit A attached to the agreement. The general description of UW controlled property is the existing park lands on the east and west sides of Lake Washington Boulevard East bounded on the south by the stone cottage and bounded on the north by E. Lynn St. and E. Foster Island Rd. The area proposed for physical enclosure is the same as above but will not include the land west of Lake Washington Boulevard East.	The areas presently controlled and maintained by UW are reduced by approximately 60 acres mainly north of E Foster Island Rd and including Foster Island. Conversely, the City maintained area is increased by an equal area. For the possible economic and social impacts, see #3, #4 and #5 of this comparison.

3. PUBLIC USE OF
ARBORETUMa. HOURS OF
OPERATION

Arb area shall be made available to visits by the public generally under rules and regulations adopted by the City by its Board of Park Commissioners. (Bd of Pk Commsrs)

The Arb is open to the general public about 4500 - 4800 daylight hours annually. Vehicular access via Lake Washington Boulevard East is open 24 hours daily. Vehicular access via Arboretum Drive (Arb Dr.) is open from sunrise to sunset daily. The Japanese Garden is open from 10AM to 7PM daily during the summer with more restricted hours during the winter.

The UW is to keep the Arb open to the public a minimum of 3000 daylight hours annually. Setting of specific hours of opening and closure by UW shall be subject to the approval of the City's Superintendent of Parks and Recreation (Supt of Pks & Rec). The City is to make every effort to assist UW in extending the daylight hours of operation. The Japanese Garden may have different operating hours than the remainder of the Arb but these must also be approved by the Supt of Pks & Rec. Adjoining City-owned park areas will have operating hours the same as other similar park areas throughout Seattle.

The proposed agreement requires the UW to open and operate the Arb for public use a minimum of 3000 daylight hours per year. The cost or responsibility of keeping the Arb open over and above 3000 daylight hours will either have to be shared by the UW and the City or borne entirely by the City. There will undoubtedly be some reduction in the amount of time the Arb is available for general public use, particularly at night and possibly during early morning or late evening hours. Any operation over and above 3000 daylight hours will be some added cost to the City and the people of Seattle. The agreement specifies approval of operating hours by the Supt of Pks & Rec but the final decision to provide any additional funds required for operation over and above 3000 hours will have to be made by the Mayor and the City Council.

b. ENTRANCE
FEES

Not specifically mentioned.

No existing entrance fees to any area in Washington Park and the Arb with the exception of a 10¢ donation fee requested upon entrance to the Japanese Garden.

An entrance fee is mentioned specifically only in connection with the Japanese Garden: "...that the UW may cause to be charged a fee for admittance to said Garden to provide for a portion of the costs and expenses of operating and maintaining said Garden after consultation with and approval of the City's Supt of Pks & Rec as to the amount thereof."

The agreement neither denies nor approves an entrance fee for the general Arb. An entrance fee action would first have to be approved by the Policy Review Board and then the Seattle City Council would have to pass an ordinance approving the action. The agreement would not necessarily have to be amended but the action would be subject to the provisions of the State Environmental Policy Act of 1971. In addition, there would be some legal questions regarding the terms under which the

land was originally deeded to the City.

c. OTHER RULES
& REGULATIONS

Arb shall be made available to visits by the public generally under rules and regulations adopted by the City by its Board of Park Commissioners (Bd of Pk Commsrs).

There are no rules published by UW or the City specifically governing activities in the Arb. The existing rules and regulations governing the Arb are the general City rules and regulations for public parks.

"Use of Arb area by the general public shall be such as not to seriously endanger the botanical collections maintained therein nor the research, teaching and public services activities conducted in connection therewith. The UW shall have the power, upon consultation with the Supt of Pks & Rec to promulgate and implement reasonable rules and regulations as to conduct on the leased premises as will not be inconsistent with the purposes for which said premises were dedicated and granted to the City." (Area is dedicated for public park purposes.)

The lease does not describe what rules and regulations will be imposed in the Arb but it does give UW the right to implement such rules subject to the approval of the City's Park Supt. Based upon past statements, it is likely that UW will prohibit more active forms of recreation within the Arb. This could include running games such as touch football and throwing games such as frisbee tossing. If allowed at all, dogs would have to be on leashes (this is also an existing City requirement). Jogging and bike riding would likely be restricted to specific areas. According to UW, such rules will improve the quality of the Arb environment for research and education programs. The public service aspect of the Arb plant collection should also be enhanced. On the negative side, those activities which are prohibited will either have to be transferred to other locations or they will not take place.

4. FUNDING
RESPONSIBILITIES

a. OPERATION &
MAINTENANCE OF
ARBORETUM AREA

City to construct and maintain all roads, driveways, walks, water systems, lighting facilities and other improvements required to make the Arb accessible to the user popu-

The City & UW jointly maintain Washington Park. The City has maintenance responsibility for the playfield and a portion of the responsibility for the Arb. Since 1934, the UW has assumed the major responsi-

UW will operate and maintain the leased area as an arboretum and for associated purposes and uses, (research, teaching, public service). UW may provide for such additional utility roads, paths and trails as it shall deem necessary for the maintenance and operation of a

The new lease is intended to more clearly define responsibilities within jointly maintained areas. UW has estimated that it would cost them roughly \$150,000 per year in State funds to operate and maintain the 9⁵ acre core area. This figure would have to be increased to include

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lation. The City is to cooperate with UW for the remaining maintenance and "to donate such seeds, plants, shrubs and trees, equipment and labor as may be available." Although not specifically stated, it appears that UW was to have responsibility for much of the remaining operation and maintenance costs associated with the Arb (excluding police and fire protection).

bility for operation and maintenance of the Arb. There have been many discussions in recent years between the City and UW concerning respective maintenance responsibilities for the Arb. The 1934 agreement is extremely ambiguous in this area. The UW has been budgeting approximately \$170,000 annually in state funds and private donations to operate and maintain the Arb.

public arboretum. The City shall be responsible for the maintenance of all public roads and streets within the leased premises, lighting and signing of such roads and streets, and all water mains over 3 in. in diameter, and adequate electrical service. UW must pay the customary rates for all utilities used on the leased premises and the City will install and maintain the equipment necessary to meter such utilities. At no time may UW remove or transfer plants in such a manner as to destroy or substantially alter the basic character of the arboretum. UW will also operate and maintain the Japanese Garden or can, if it so chooses, contract for that service with a private, non-profit horticultural society.

responsibility for the land west of Lake Washington Blvd. The City has not estimated exactly what its responsibilities in the Arb area will cost because there is no historical data upon which to base such an estimate. The new lease should improve efficiency within the Arb. There will be some basis for determining whether the performance of each party conforms with the terms of the lease. For the total Washington Park, the tax base supporting operation and maintenance of this area will be slanted more toward the citizens of Seattle. However, the greater percentage will still be from statewide resources.

b. OPERATION & MAINTENANCE OF ADJOINING PARK AREAS

Operation and maintenance of City-owned park areas outside of Arb boundaries are not mentioned. It must be assumed that the intent was for these areas to remain a total City responsibility.

It has been previously mentioned that the City does not have available individual costs for either the Arb or Wash. Park Playfield. UW has cost figures for the entire Arb but has not broken these figures down by sub-geographic area.

Neither party to the agreement is to administer its areas of responsibility so as to interfere materially with the use of the adjoining properties of the other. The City will continue to operate and maintain the Wash. Park Playfield area (south end of Arb). The City will now operate and maintain the areas north of the leased premises. This area includes Foster Island. The City is to operate and maintain this area for passive park purposes with appropriate light and non-disruptive recreational uses.

The Department believes that the additional cost to the City for operating and maintaining the northern waterfront perimeter and Foster Island will be significant. No exact cost estimate is available at this time.

5. DEVELOPMENT

a. MASTER PLAN

The UW was to submit plans for development of the entire arboretum to the City for review and approval by the Bd

The Olmsted Bros. were hired to prepare a master plan for the Arb in 1935. The plan was completed in 1936. The UW planting

The UW plans for specific projects will be subject to review by the Policy Review Board and the Supt of Pks & Rec with advice from the Seattle Design Commission. A new

The lease does not provide for a new master plan or a revision to any existing development plans. The UW is expected, but not required, to prepare a revised master plan on a

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of Pk Commsrs. Development of the arboretum was to be substantially in accordance with these plans with such modifications as made and approved by the UW and the City.

program has generally followed this plan. In 1964 a landscape architect was hired to prepare a long-range development plan with particular attention to traffic problems. This plan was never formally adopted by UW or the Bd of Pk Commsrs. It contains plans for the R. H. Thomson Expressway and is partially out-of-date.

master plan is not specifically mentioned. Management agreements are intended to provide goals and objectives.

continuing basis particularly following studies by the City of vehicular access and traffic through the Arb. It is likely that the Policy Review Board will request such a plan in conjunction with the responsibility to review major capital improvements.

b. BUILDINGS & OTHER FACILITIES

"The UW shall have the right at such time or times as funds may be available to erect suitable buildings and greenhouses for the use of the arboretum and botanical garden.."

Most of the major improvements in the Arb were built in the 1930's, are nearly 40 years old, are inadequate for present needs, and require replacement. This includes the main administrative buildings, greenhouses and irrigation systems. The fence with Broadmoor is also in poor condition. The Japanese Teahouse requires replacement because the former teahouse was recently destroyed by fire. All major roads in the Arb are in fairly good condition. New street lighting along Lake Washington Boulevard East was installed in 1969.

The UW may construct buildings and other facilities incident and complimentary to public arboretum uses in the leased area if there has been prior written approval from the City's Supt of Pks & Rec as to existence, location and design, with the advice of the Seattle Design Commission as to design. If UW cannot negotiate an acceptable agreement with the City regarding a proposed facility, it may terminate the entire lease agreement upon two years written notice. If the agreement is terminated for any reason, the existing facilities become the property of the City.

The proposed lease requires UW to submit plans for capital improvements through the Supt of Pks & Rec and for review by the Seattle Design Commission. The proposed agreement does not change the right of UW to construct buildings, but it does provide for City review of plans and for termination of the entire agreement by the UW if there are unreconcilable differences concerning proposed improvements.

c. PHYSICAL BARRIER

Not specifically mentioned.

The waters of the Lake Washington Ship Canal and Union Bay provide a partial physical barrier to the north (boats still have access). To the east there is a fence between Broadmoor and the Arb. UW and Broadmoor jointly maintain this

The UW may construct a physical barrier around the perimeter of the Arb or a portion thereof. Required points of access are shown on an attachment to the agreement. The design of the physical barrier must be approved by the Supt of Pks & Rec with advice from the Seattle Design Commission. The Policy

The lease gives the UW the specific right to erect a physical barrier around the Arb. This right may have been inherent in the 1934 agreement but it is not specifically mentioned. If some type of physical barrier is constructed it will result in several benefits in terms of educational and scientific use of the Arb. There

6. VEHICULAR
ACCESS

The City shall make the arboretum and botanical garden accessible. Vehicular access not specifically mentioned.

fence. There are no existing physical barriers on the south end except that traffic is channeled through Lake Washington Boulevard due to existing development and terrain. To the west, private property presents somewhat of a barrier but the only actual physical barriers are several backyard fences. There are no physical barriers along Lake Washington Boulevard through the Arboretum with the exception of the Japanese Garden area.

Access to the Arb from outside areas is via Lake Washington Boulevard East, Interlaken Boulevard and Boyer Avenue East. There is access to Broadmoor from Lake Washington Boulevard via E. Foster Island Rd. There is interior access provided by Arb Drive which is currently open from dawn to dusk. The traffic count on Lake Washington Boulevard is roughly 7000 vehicles daily while the traffic count on Arb Drive averages about 400 vehicles per day. There is direct access from the westbound lanes of SR520 to Lake Washington Boulevard and the northern end of the Arb. On the southern end, the major east-west arterial is E. Madison Street.

Review Board must also review any barrier proposals.

It is agreed that existing access to the Arb via Lake Washington Boulevard East, E. Foster Island Rd and Interlaken Boulevard is adequate. The City will not alter these roads or their location without consulting with UW. The City is to maintain these roads. It is implied that heavy vehicular traffic particularly on Lake Washington Boulevard within the boundaries of the leased area is a detriment to the operation and maintenance of the Arb. The City is to undertake studies of Lake Washington Boulevard East and E. Boyer Street to determine whether closure or a substantial reduction of traffic is necessary, feasible and in the public interest.

also some benefits which could accrue in terms of public use. The impact on public use would not be entirely positive. Access to the fenced area would be channeled. Access is currently available from any point along Lake Washington Boulevard. This would be greatly reduced if the barrier is erected around the core area. The same applies to access from any point along E. Foster Island Rd. To many, part of the feeling of open space would be lost. There would also be aesthetic impacts, the magnitude of which would depend on the type of barrier selected.

The lease would not result in any automatic changes in vehicular access to the Arb from outside. The physical barrier, discussed above, would likely close Arb Drive to normal vehicular access. The City would be required to study the possibility of reducing existing traffic through the Arb. Estimated cost of such studies is not known at this time. There would be many impacts resulting from any plan to reduce or close vehicular access. Any significant action would be the subject of a separate environmental assessment.

7. SECURITY

The City is to police the entire Washington Park area including portions used for an arboretum.

The City has police responsibility for all of Washington Park. The UW used to patrol the Arb area but the legal question of jurisdiction on City-owned property made it impossible for the UW Police to continue regular patrols. The UW Police do respond to major disturbances resulting in damage to University owned property.

The City has the basic police responsibility for the leased premises. If the City contemplates any policing activities other than normal and routine patrol and pursuit, the City is to notify representatives of the UW in advance and to receive and consider their recommendations. The UW can provide its own guards and other security personnel to enforce all reasonable rules and regulations with respect to operation and maintenance of an arboretum and to protect the UW's plantings, buildings and other facilities.

The lease does not change the basic police responsibility for the area. It gives the UW the specific right to have guards to enforce rules and regulations. These guards could not arrest anyone (with the exception of a possible citizens arrest) but would normally issue warnings, hold people until Seattle police arrive, or expel people from the area. The physical barrier discussed above could slow the response time of City Police to any disturbance. In order for UW Police to be given legal authority in the area, there would have to be action taken by the State Legislature and the City Council.

8. ADMINISTRATION

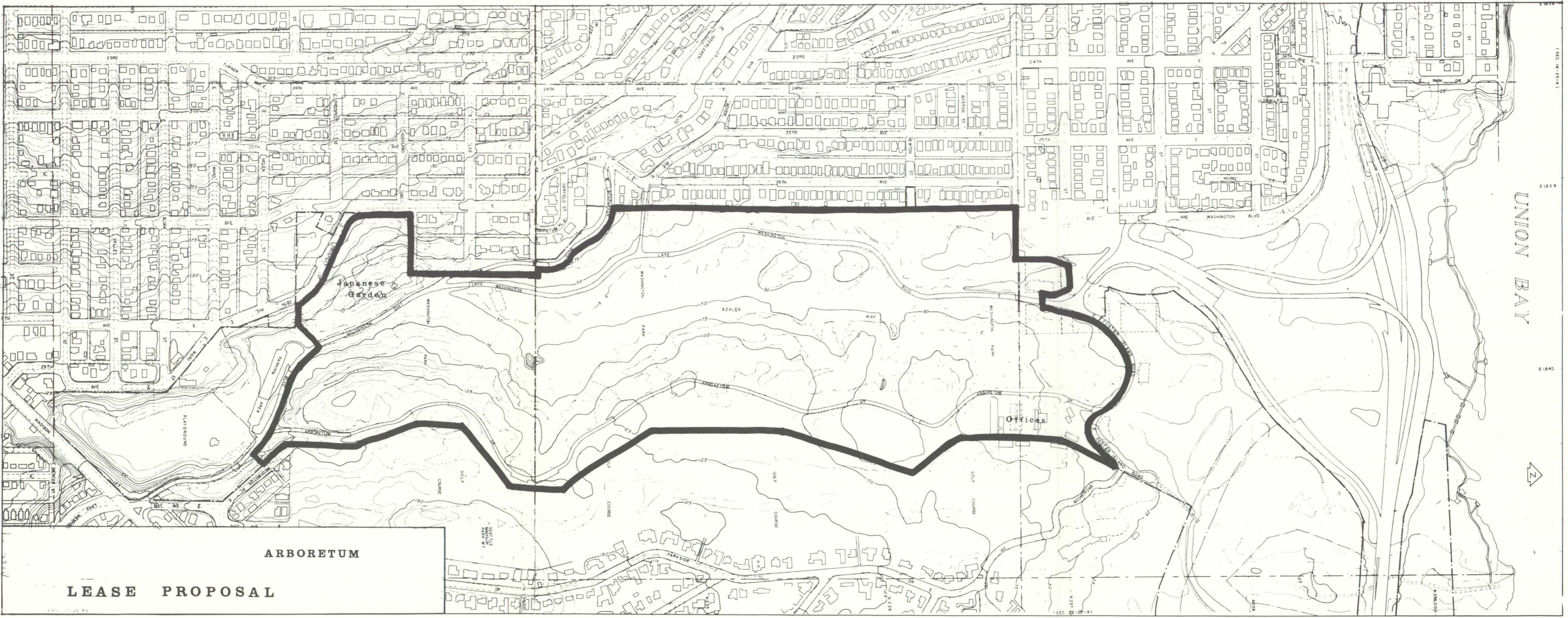
Each party administers its portion of the agreement but an advisory committee was established to assist in establishing and maintaining the arboretum, in securing funds and plants and seeds, in interesting people in the Arb and acting as liaison between the Arb and various garden and other societies. The Arb and Botanical Garden Committee was to consist of at least seven members, three appointed by the Mayor of Seattle, three by the President of UW and one by the Governor. Each member was to serve a term of seven years. The frequency of meetings is not specified.

The committee called for in the original agreement was never established. Existing committees include Advisory Committee on Program for the UW Arb, consisting of 3 members from the City, 3 members from UW, and 3 members from the public. This committee has generally served the functions for advisory committee called for in the 1934 Agreement. There is a substructure of additional committees to the above. These committees deal with internal UW staff functions in the Arb and liaison between the UW, the City, and other interested groups and individuals. Because of the discussion and uncertainty, most of the committees mentioned above

Each party administers its portion of the agreement but a Policy Review Board is established to assure unified development, to determine whether the performance of each party is consistent with the agreement, to make recommendations on matters not specifically the subject of the agreement, to review, coordinate and make recommendations concerning the siting of facilities and capital construction and to make recommendations regarding changes or proposed changes to the lease agreement. The Policy Review Board is to be chaired by the Executive Agent of the UW Administrative Board for the Washington Park Arb. Other members will include a UW Regent appointed by the Board of Regents; a member of the Seattle Bd of Pk Commsrs appointed by the Board; the Chairman of the Parks

The lease agreement establishes what is basically a liaison committee between the City and UW. Representation is at the top levels of City government and UW administration. The committee is chaired by a representative of the UW but, in terms of numbers, the balance would be considered in favor of the City. It is unknown how this will effect administration of the lease and the Arb. It is anticipated that some substructure of additional committees will be established under the Policy Review Board. These could include a UW student committee, a public education and programs committee, and a UW-City-1 residents committee. These additional committees will be established as needs become better known.

SUBJECT	1934 AGREEMENT	EXISTING CONDITIONS	PROPOSED 1973 AGREEMENT	MAJOR ENVIRONMENTAL IMPACTS
9. LIABILITY	Not specifically mentioned.	<p>have been inactive during the past year. The President of UW appointed an Ad-Hoc Committee on the Arb which has been involved in negotiations with the City.</p> <p>A hold harmless agreement as specifically written into the proposed lease is currently operating between the City and the University.</p>	<p>and Public Grounds Committee of the City Council; and the Supt of Pks and Rec. The Board is to meet at least two times a year or upon the request of any two members.</p> <p>The City and UW agree to hold each other harmless from any claims arising from the actions of one in carrying out its responsibilities to the operation, maintenance and use of Washington Park.</p>	This provision in the new lease is believed to be self-explanatory.

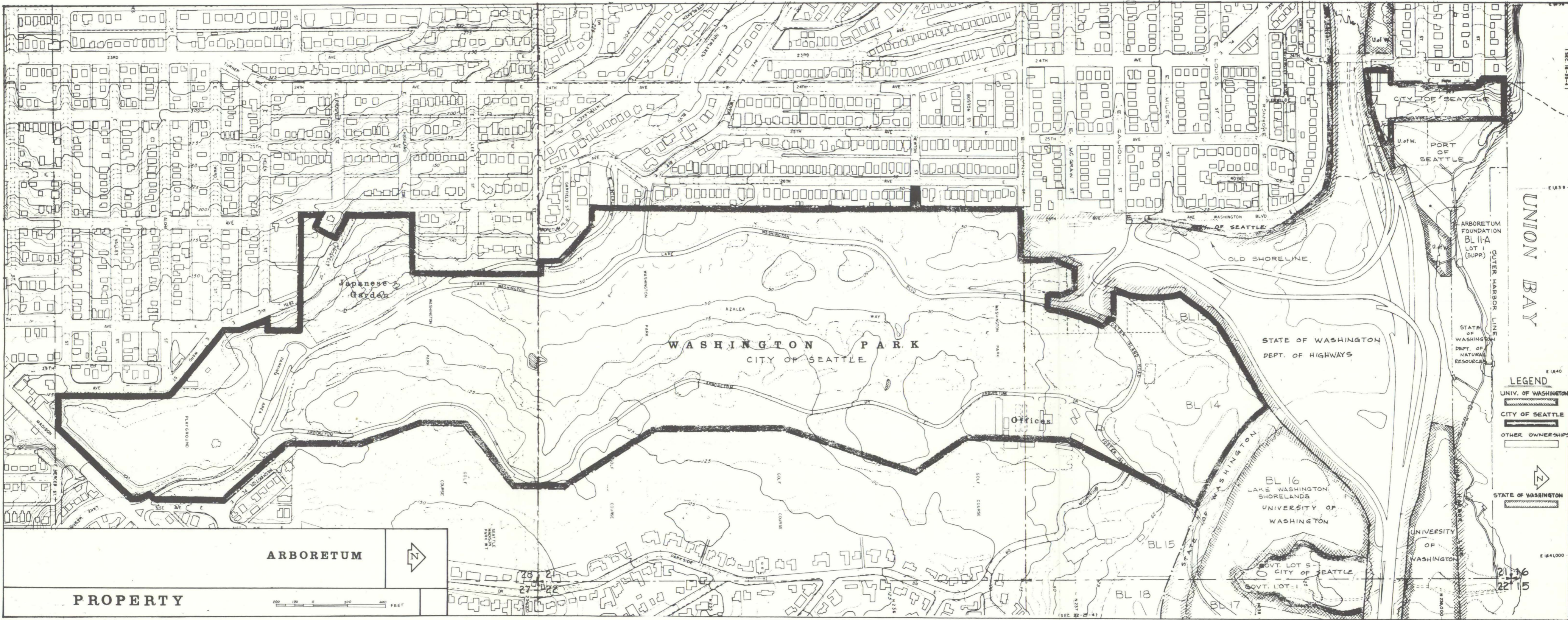


ARBORETUM

LEASE PROPOSAL

Offices

Japanese Garden



PROPERTY

ARBORETUM

0 100 200 300 400 FEET

↑ N

UNION BAY

LEGEND

- UNIV. OF WASHINGTON
- CITY OF SEATTLE
- OTHER OWNERSHIPS

STATE OF WASHINGTON DEPT. OF HIGHWAYS

STATE OF WASHINGTON DEPT. OF NATURAL RESOURCES

STATE OF WASHINGTON

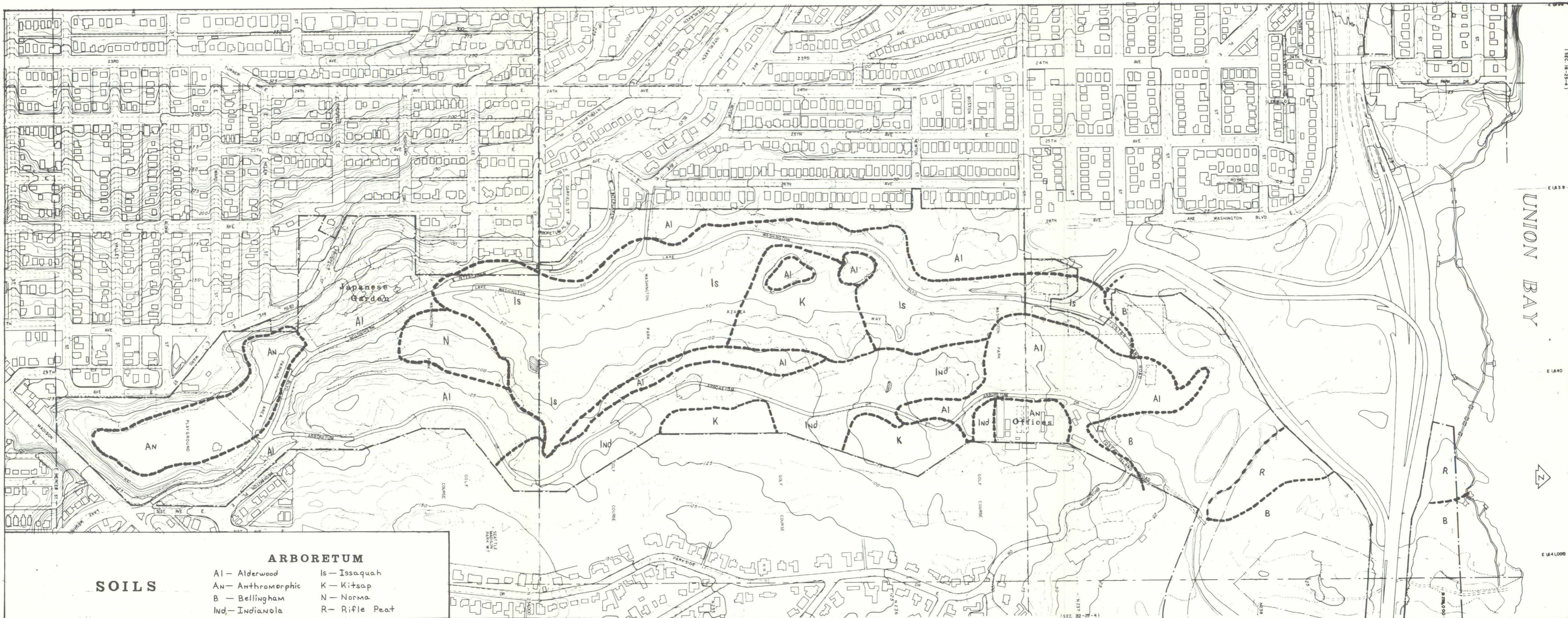
E 1640

E 1639

E 164000

21, 26

22, 15



SOILS

ARBORETUM

- | | |
|--------------------|----------------|
| AI - Alderwood | Is - Issaquah |
| AN - Anthromorphic | K - Kitsap |
| B - Bellingham | N - Norma |
| Ind - Indianola | R - Rifle Peat |

UNION BAY

E 1639
E 1640
E 1641,000



(SEC. 16-28-4)

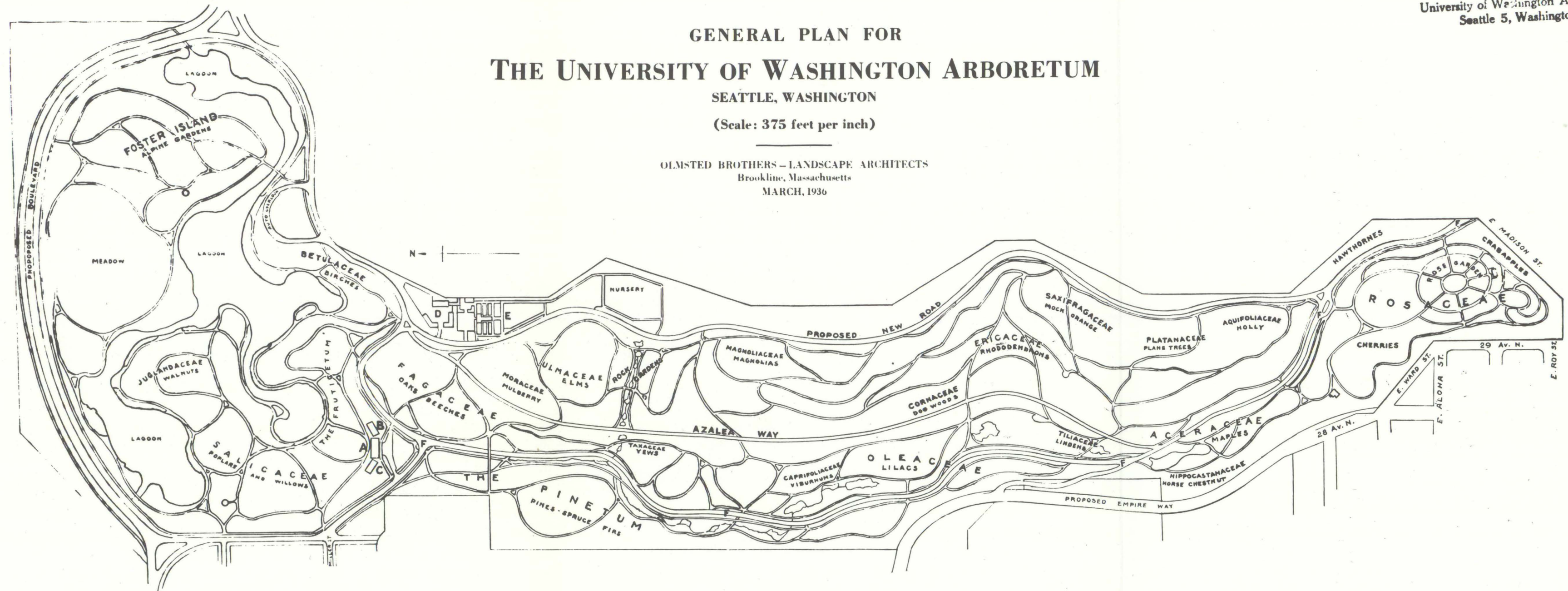
University of Washington Arboretum
Seattle 5, Washington

GENERAL PLAN FOR THE UNIVERSITY OF WASHINGTON ARBORETUM

SEATTLE, WASHINGTON

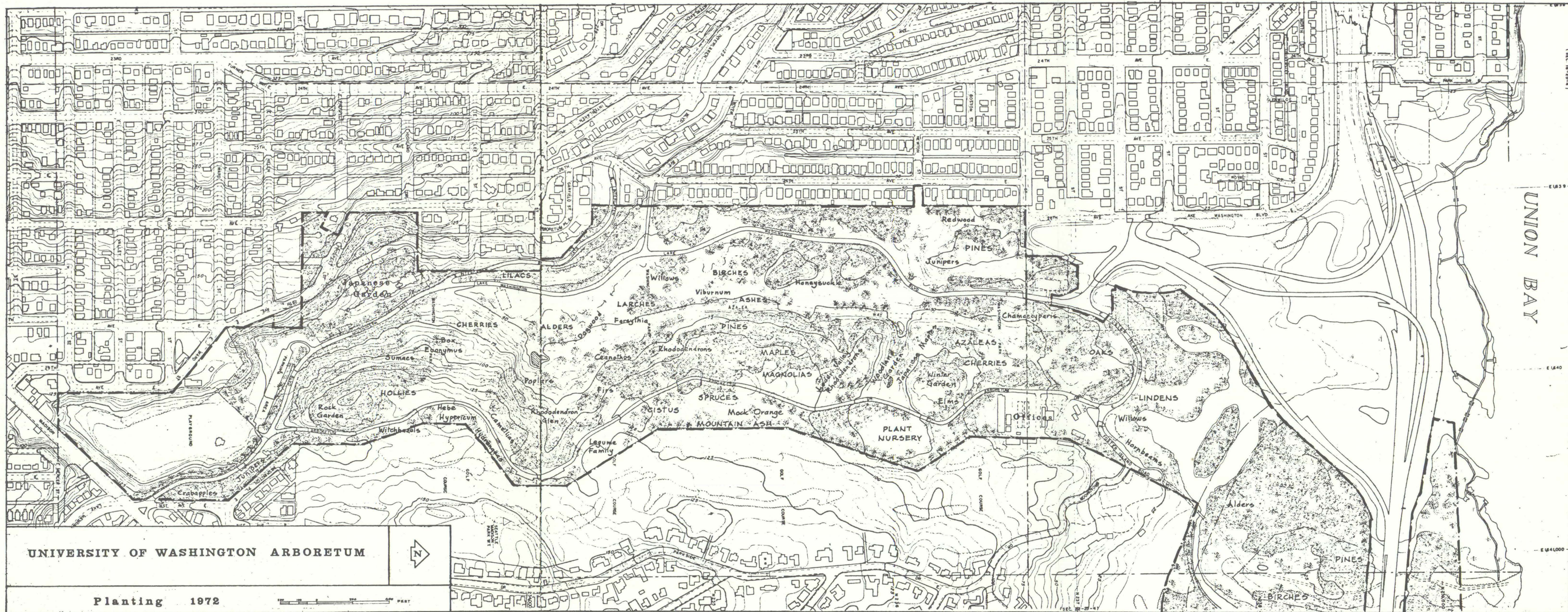
(Scale: 375 feet per inch)

OLMSTED BROTHERS - LANDSCAPE ARCHITECTS
Brookline, Massachusetts
MARCH, 1936



LEGEND

- A - Administration Building
- B - Herbarium
- C - Library
- D - Service Building
- E - Greenhouses and Frame Yard
- F - Lake Washington Boulevard



UNIVERSITY OF WASHINGTON ARBORETUM



Planting 1972



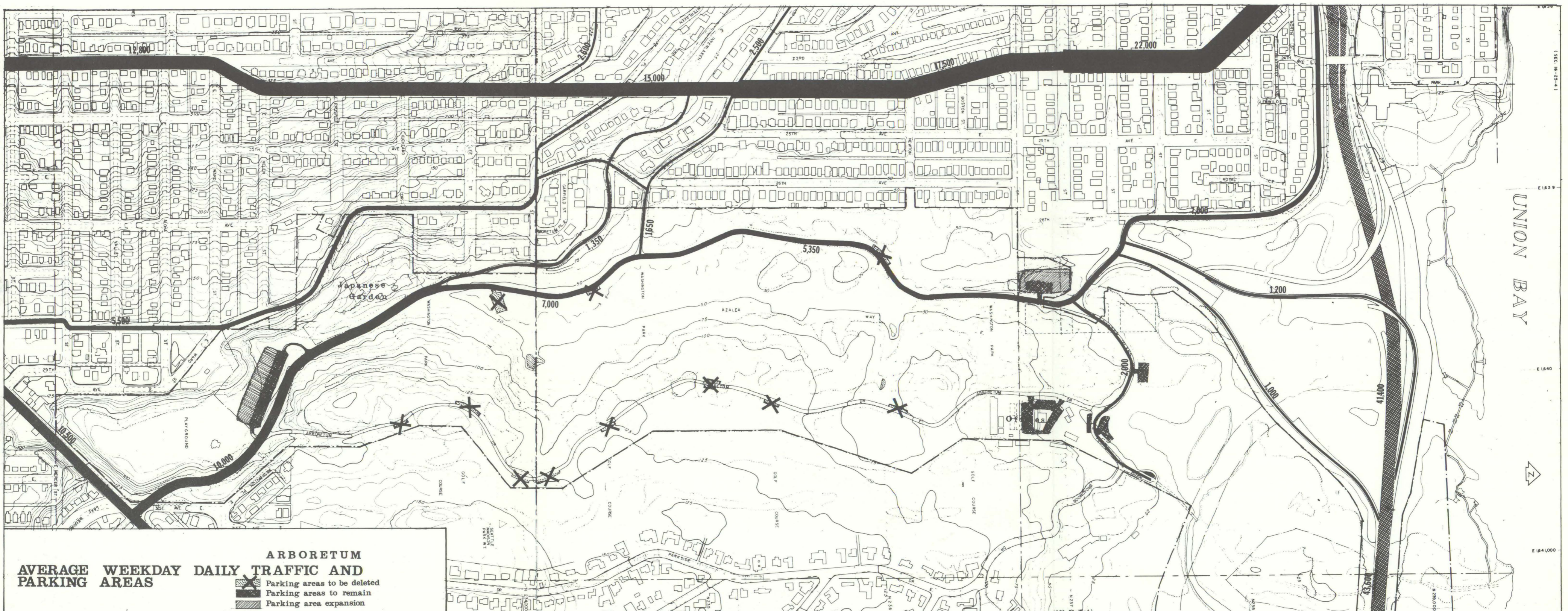
UNION BAY

(SEC. 18-28-4)




E 1839

E 1840

E 18400



**ARBORETUM
AVERAGE WEEKDAY DAILY TRAFFIC AND
PARKING AREAS**

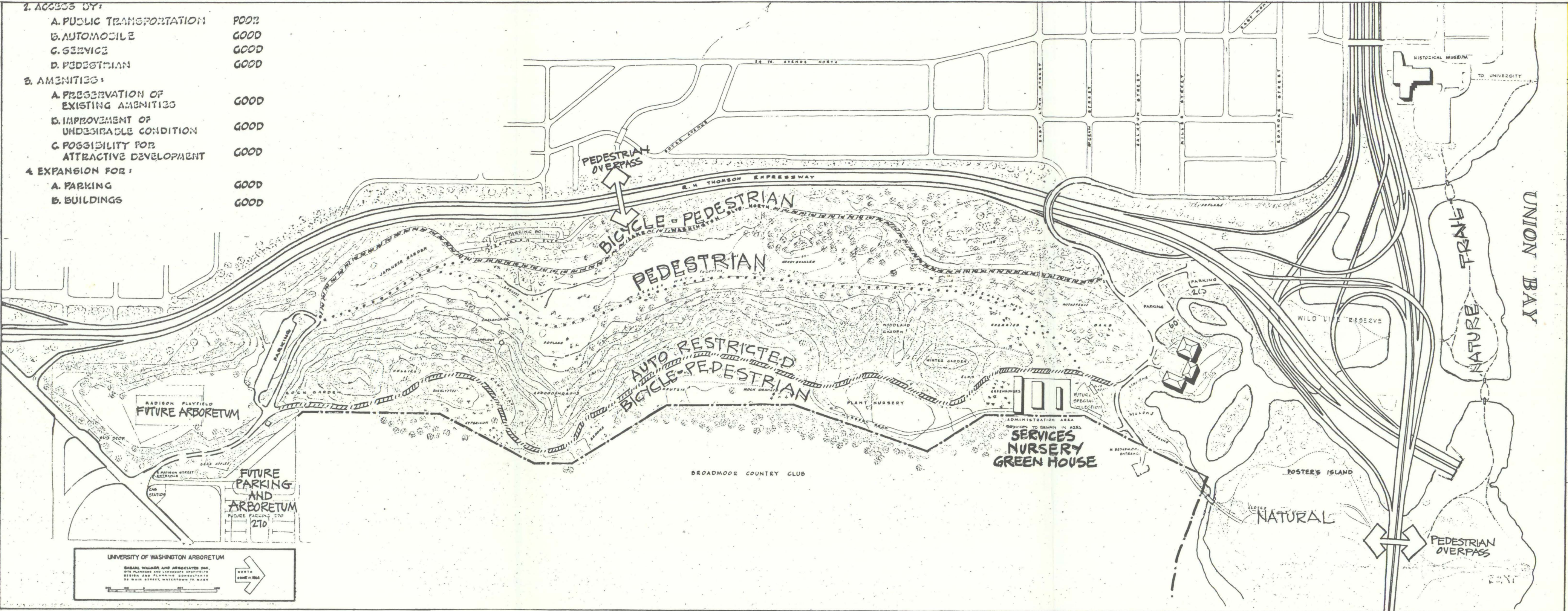
-  Parking areas to be deleted
-  Parking areas to remain
-  Parking area expansion

UNION BAY



SEC. 16-23-4
E 1639
E 1640
E 164,000

- 2. ACCESS BY:
 - A. PUBLIC TRANSPORTATION POOR
 - B. AUTOMOBILE GOOD
 - C. SERVICE GOOD
 - D. PEDESTRIAN GOOD
- 3. AMENITIES:
 - A. PRESERVATION OF EXISTING AMENITIES GOOD
 - B. IMPROVEMENT OF UNDESIRABLE CONDITION GOOD
 - C. POSSIBILITY FOR ATTRACTIVE DEVELOPMENT GOOD
- 4. EXPANSION FOR:
 - A. PARKING GOOD
 - B. BUILDINGS GOOD



UNIVERSITY OF WASHINGTON ARBORETUM

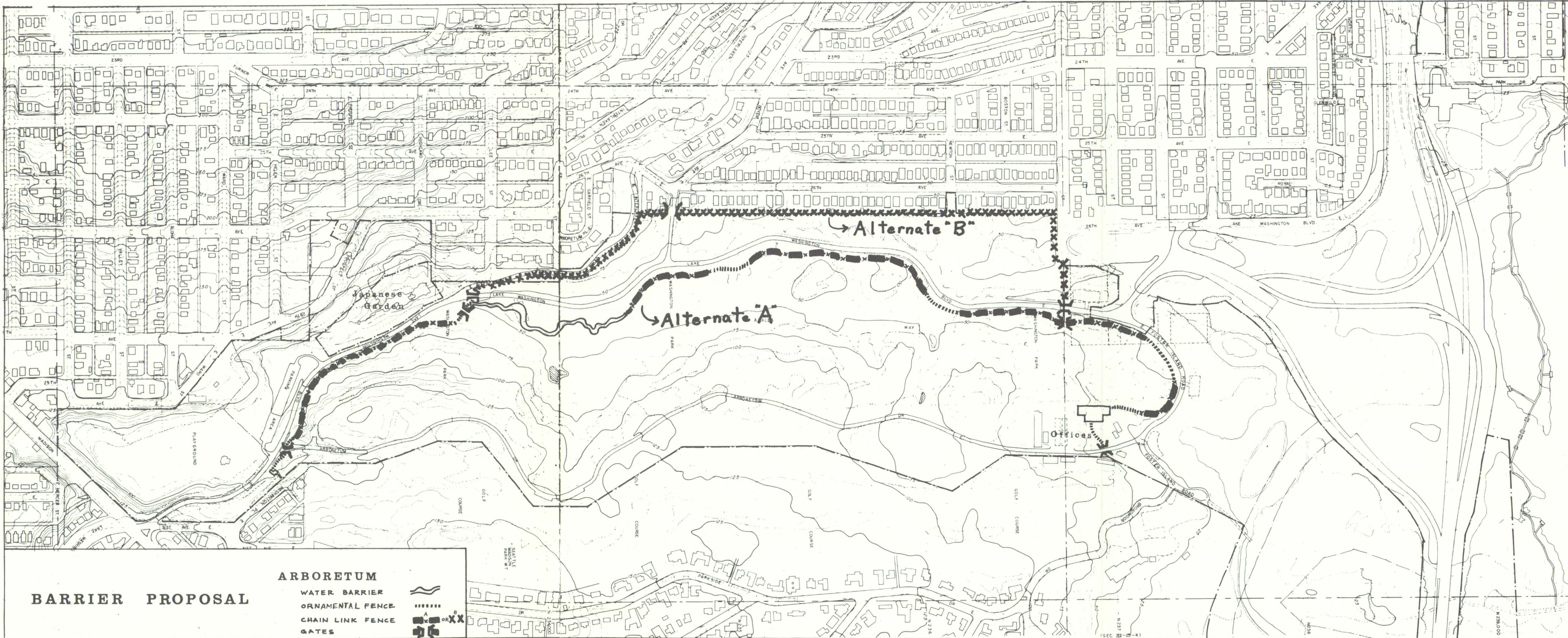
SABARL WALKER AND ASSOCIATES INC.
 SITE PLANNING AND LANDSCAPE ARCHITECTURE
 DESIGN AND PLANNING CONSULTANTS
 25 MAIN STREET, WATERTOWN, MA 02458

NORTH

0 100 200

→

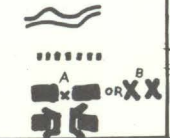
UNION BAY



BARRIER PROPOSAL

ARBORETUM

- WATER BARRIER
- ORNAMENTAL FENCE
- CHAIN LINK FENCE
- GATES



DRAFT AGREEMENT

CITY OF SEATTLE/UNIVERSITY OF WASHINGTON: USE AND OPERATION OF WASHINGTON PARK

THIS AGREEMENT, made this _____ day of _____, 197 _____, by and between the City of Seattle, a municipal corporation of the State of Washington (hereinafter called "City"), and the Board of Regents of the University of Washington, an agency of the State of Washington (hereinafter called "University").

WITNESSETH:

WHEREAS, City is the owner of certain property, situated within the territorial limits of the City of Seattle, known as Washington Park; and the property hereinbelow leased, which is a major portion of said Washington Park, was in large part granted to the City under a deed executed January 22, 1900, and filed on March 9, 1900, in the Records of King County, Washington, in Volume 251 of Deeds, at page 462, and contains a dedication of said property to "public park purposes" with further provision therein that said property would revert to the grantor, its successors or assigns in the event such property were used for other than the dedicated purposes;

WHEREAS, a public arboretum maintained on the premises hereinbelow leased, operated and maintained in a manner similar to that in which the same has been operated and maintained in said Washington Park since 1935 by the University in cooperation with the City, is compatible with the public park purposes to which said property has been dedicated in the deeds above referred to; and the parties hereto intend and desire to continue the use of said property in such a manner as to preserve and maintain said property in said public park use in the public domain;

WHEREAS, the parties hereto have previously entered into an agreement on December 6, 1934, which provided for the establishment and maintenance within said Washington Park of an arboretum and botanical garden planned and maintained by University; and

WHEREAS, the parties agree that arboreta are institutions which develop and administer collections of plants and conduct programs based upon these collections for purposes of public service, education, and research; and

WHEREAS, an arboretum open to public access provides among other benefits, a special type of park use consistent with the purpose for which said property

was dedicated to the City; and

WHEREAS, simultaneously herewith the parties have agreed to a statement of management objectives for all of Washington Park,

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree for themselves as follows:

LEASE OF PREMISES

1. City hereby leases to the University, under the terms and conditions hereinafter set forth, property (hereinafter called the "premises" or the "leased premises") located in the City's Washington Park, to be named the "Washington Park Arboretum," described more particularly in Exhibit "A" attached hereto and by this reference made a part hereof, for the purpose of operating and maintaining a public arboretum with access to the public, and for such other purposes and uses, including research, teaching and public service directly related to arboretum uses as will not be inconsistent with the purposes for which said premises were dedicated and granted to the City.

It is understood by the parties that the leased premises, as a public arboretum, shall be operated and maintained as a passive park facility and that uses thereof by the general public shall be such as not to seriously endanger the botanical collections maintained therein nor the research, teaching and public services activities conducted in connection therewith. To such ends, it is agreed by the parties that the University shall have the power, upon consultation with the Superintendent of Parks and Recreation of the City, to promulgate and implement reasonable rules and regulations as to conduct on the leased premises as will not be inconsistent with the purposes for which said premises were dedicated and granted to the City.

JAPANESE GARDEN

2. The University agrees that it shall also operate and maintain, or cause to be operated and maintained by contract with a private, non-profit horticultural society, that area within the leased premises popularly known as the "Japanese Garden" ("Garden" hereinafter) in accordance with the terms and covenants of this agreement as applicable; provided, however, that the University may cause to be charged a fee for admittance to said Garden to provide for a portion of the costs and expenses of operating and maintaining said Garden after consultation with and approval of the City's Superintendent of Parks and Recreation as to the amount

thereof; and provided further, that the University may, with the approval of the City's Superintendent of Parks and Recreation with the advice of the Policy Review Board established pursuant to paragraph 13 hereof, establish and maintain hours for use of said Garden by the general public different from the hours established for the operation of the remainder of the Washington Park Arboretum pursuant to paragraph 5 hereof.

TERM

3. The term of this agreement shall be thirty (30) years from the date of execution hereof. If the University desires to renew said lease for the further term of 30 years from the expiration of the term hereby granted, University shall, no later than four (4) years prior to the termination of this lease, deliver to the City a request in writing for renewal of this lease for a term of 30 years and otherwise upon and subject to the same conditions, restrictions, reservations and covenants as are contained in this lease including the renewal provisions of this covenant, and, in response to such request timely received, City shall execute and deliver to University, in accordance with its established legislative processes, such renewed lease for a term of 30 years and otherwise upon and subject to the same conditions, restrictions, reservations and covenants as are contained in this lease, including the renewal provision of this covenant, or advise the University in writing within one hundred twenty days (120) of receipt by the City of such request from the University of City's intention not to renew said lease at the end of the then current term.

TERMINATION FOR LACK OF FUNDS

4. Notwithstanding the provisions of paragraph 3 hereof, it is agreed by the parties hereto that the University may, upon giving City two (2) years' written notice thereof, terminate this agreement if the University's financial resources necessary for the operation and maintenance of the leased premises as a public arboretum are terminated by the State of Washington, all subject to the provisions of paragraphs 6 and 7 hereof respecting disposition of buildings and fixtures.

HOURS OF OPERATION

5. It is expressly understood by the parties hereto that it is desirable and necessary that the leased premises, and all parts thereof, except as provided in paragraph 2 hereof respecting the Japanese Garden, remain open to the general public the maximum possible amount of time. Therefore, the University hereby

covenants and agrees that it shall operate and maintain the leased premises as provided in paragraph 8 hereof, which shall include maintenance and operation of the leased premises, as necessary, to assure that the general public shall have full access to and use and enjoyment of that portion of the leased premises enclosed by physical barrier and separated from the remainder of said leased premises, as provided in paragraph 7 hereof, for a minimum three thousand (3,000) hours annually during daylight hours on a daily basis; provided, however, that setting of specific hours of opening and closure by the University shall be subject to the approval of the City's Superintendent of Parks and Recreation; provided, further, that such hours of operation shall be publicly posted on the premises. Further, it is understood by parties hereto that the general public shall have full access to said remainder of the leased premises at all times in accordance with the laws, policies and practices governing other park facilities in the City's park system.

Inasmuch as maximum possible use of the leased premises by the general public is desirable, the City shall make every effort to provide assistance to the University for the operation and maintenance of that portion of the leased premises enclosed by the physical barrier and separated from the remainder thereof, as provided elsewhere in this paragraph and paragraph 7 hereof, for the use and enjoyment by the general public for all daylight hours in addition to those provided for hereinabove.

BUILDINGS AND OTHER FACILITIES

6. The University may construct buildings and other facilities incident and complementary to public arboretum uses, upon the leased premises, provided that the same may only be constructed after the University has received prior written approval therefor from the City's Superintendent of Parks and Recreation as to existence, location and design, with the advice of the Seattle Design Commission as to design.

If, upon disapproval by the City of an application from the University to construct a building or other facility incident and complementary to the operation of the public arboretum, the parties are further unable to agree as to the existence, location and/or design of such building or facility and the University deems it necessary that such building or other facility be constructed or constructed in a given location or constructed in a particular design, then, upon two (2) years' notice in writing executed and delivered by the University,

obligations under this agreement shall terminate; provided, further, that such right of termination shall be exercised within two (2) years of City disapproval or the same shall cease to exist.

it is understood by the University that buildings or other facilities shall be incident and complementary to the operation of a public arboretum and the same shall not be and shall not be operated and maintained in a manner as to be inconsistent with this agreement or the public park purposes to which said premises were dedicated and granted to the City.

Upon the expiration of this agreement, or upon exercise of the right of termination by giving notice of such intent by the University as provided in this paragraph and elsewhere herein, all buildings and fixtures placed upon the premises shall immediately and forthwith revert to and become the property solely of the City.

PHYSICAL BARRIER

7. The University may construct a physical barrier around the leased premises or a portion thereof, consistent with the terms of this agreement and the dedication of said premises for public park purposes with points of access and within the corridor described and more particularly set forth in Exhibit "B", attached hereto and by this reference incorporated herein, upon approval as to the design thereof by the City's Superintendent of Parks and Recreation whose decision thereon shall be with the advice of the Seattle Design Commission and the Policy Review Board established pursuant to paragraph 13 hereof.

Upon the expiration of this agreement, or upon exercise of the right of termination by giving notice of such intent by the University as provided elsewhere herein, the structures or fixtures constructed pursuant to this paragraph placed upon the premises shall immediately and forthwith revert to and become the property solely of the City.

OPERATION AND MAINTENANCE

8. University hereby covenants and agrees to operate and maintain the leased premises at its own expense as a public arboretum and for such associated purposes and uses, including research, teaching, and public service subject to the provisions of paragraph 1 hereof. University may provide for such additional utility roads, paths and trails as it shall deem necessary for the maintenance and operation of a public arboretum. City shall be responsible for maintenance of all public roads and streets within the leased premises, lighting and signing

of such roads and streets and all water mains over three (3) inches in diameter on the leased premises; provided, however, that the University shall pay the customary rates for all utilities used upon the leased premises and City agrees to install and maintain the equipment necessary to meter such utilities.

REMOVAL OF PLANTS

9. City hereby grants to the University the right to transfer or remove plants on the leased premises during the term or upon termination of this lease; provided, however, that at no time during the term or upon expiration or termination of this lease shall the University remove or transfer plants in such a manner as to destroy or substantially alter the basic character of the leased premises as a whole. Disputes between the parties regarding this covenant shall be submitted to the Policy Review Board established pursuant to paragraph 13 hereof for final resolution. Nothing in this paragraph shall be construed to prevent normal and customary maintenance and operation of a public arboretum.

SECURITY

10. The parties hereto agree that the basic police responsibility for the leased premises is in the City. If the City contemplates any policing activities other than normal and routine patrol and pursuit activities, the City shall notify the University in advance of the implementation thereof and shall receive and consider the recommendations of the University thereabout. Notwithstanding such responsibility, however, the University shall provide such guards and other security personnel as it deems necessary to enforce all reasonable rules and regulations with respect to the operation and maintenance of a public arboretum in accordance with the terms of this agreement and to protect the University's plantings, buildings and other facilities on the leased premises.

VEHICULAR ACCESS

11. It is agreed by the parties that existing vehicular access to the leased premises from Lake Washington Boulevard East, Foster Island Road and ^{W/ Blvd} Interlake Avenue is adequate and, subject to the provisions of this paragraph, the City will not alter said roads or their location without first consulting with and considering the recommendations of the University thereabout. Further, the City agrees to maintain said roads in their current or better condition.

It is understood by the parties that heavy vehicular traffic in and about the leased premises affects maintenance and operation of a public arboretum but that immediate closure particularly of Lake Washington Boulevard East or immediate

and drastic measures to reduce greatly traffic upon said Boulevard will affect established traffic patterns in the City. Nevertheless,

The City agrees to undertake studies to ascertain whether closure of Lake Washington Boulevard East, or substantial reduction of traffic thereon, is necessary, feasible and in the public interest. Further, the City also agrees to undertake studies to ascertain whether closure and termination of ~~East Boyer~~ ^{Ave. E.} Street is necessary, feasible and in the public interest.

MAINTENANCE OF ADJOINING AREAS

12. The parties hereto agree that neither shall use its adjoining properties in such a manner as to interfere materially with the use of the adjoining properties of the other. The properties subject to this covenant are as follows:

South Area: That real property (Washington Park Playfield) owned by the City abutting and contiguous to the premises leased herein on the south. The same is and shall continue its historic and traditional use as a public playfield.

North Area: That real property owned or administered by the City and the University and contiguous to the premises leased herein on the north. The same is a natural shoreline park of marshes, inlets and bogs and constitutes a wildlife refuge and is and shall continue to be primarily devoted to and used for passive park uses with appropriate light and non-disruptive recreational uses.

The management objectives deemed by the City and the University as consistent with the above definition of the North Area and the statement of goals are as follows:

Vesting responsibility, authority and judgment for the North area in the City, with advice and recommendations from the Policy Review Board established pursuant to paragraph 13 hereof providing an accessible natural park area for the recreation and enjoyment of the general public.

Permitting diverse recreational uses which are compatible with the existing land, shoreline and water uses and the general environmental quality of the area. Prohibiting any uses, structures or capital improvements which would diminish the recreational potential of the existing environment of the area.

Leased premises: Described in Exhibit "A" hereto. Generally the leased premises is that area owned by the City and leased to the University herein, including the Japanese Garden (paragraph 2), which has been primarily developed and managed for arboretum purposes by the University under that certain agreement between the City and the University dated December 6, 1934. Said leased premises shall continue to be devoted to such purposes under the provisions of this agreement.

The management objectives deemed by the City and the University, with the advice of the Policy Review Board and the City's Superintendent of Parks and Recreation, to be consistent with such continuing arboretum uses and the provisions of this agreement, shall in general include development and administration of plant collections and programs based upon and involving such collections for the purposes of public service, education and research, and more particularly as follows:

Vesting responsibility, authority and judgment for the leased premises, including plant collections and programs associated with such collections, in the University as such responsibility, authority and judgment are defined and set forth in this agreement.

Permitting the leased premises, or the portion thereof as may be separated by physical barrier from the remainder thereof (paragraph 7), to be open to use by the general public through such points of access as are defined and set forth in paragraph 7 hereof and Exhibit "B" hereto and during such hours as are determined and set under paragraph 5 of this agreement, it being understood that, should a portion of the leased premises be separated by a physical barrier from the remainder thereof, the general public shall have full access to such remainder in accordance with the provisions of paragraph 5 hereof.

Permitting on the leased premises passive recreational activities by the general public which are not detrimental to plant collections maintained on the leased premises and which will not be detrimental to programs associated with such plant collections.

Constructing only those structures or capital improvements consistent

with the provisions of this agreement, and necessary for the maintenance or development of plant collections maintained on the leased premises and the programs associated therewith.

POLICY REVIEW BOARD

13. To assure the unified development by both the City and the University of the Washington Park area, and to determine that the performance of the University and the City is consistent with this agreement and a statement of management objectives and to consider and make recommendations to the parties on matters not specifically the subject of this agreement or inconsistent with this agreement or otherwise inconsistent with the law governing the parties to this agreement, the parties hereby agree to establish a joint City-University Policy Review Board.

Said Board shall be constituted as follows:

1. The Executive Agent of the University Administrative Board for the Washington Park Arboretum, who will serve as chairman;
2. A University Regent appointed by the Board of Regents.
3. A member of the City's Board of Park Commissioners, designated by said Park Board;
4. The Chairman of the Parks and Public Grounds Committee of the City Council of The City of Seattle; and
5. The Superintendent of Parks and Recreation of the City.

In addition to its monitoring activities the Board shall review, coordinate and make recommendations concerning the siting of facilities and capital construction in the Washington Park Arboretum and make recommendations regarding changes or proposed changes in this agreement and approve changes in the statement of management objectives consistent with this agreement. Said Board shall meet at least two times during each calendar year and, in addition thereto, said Board shall meet upon the request of any two members thereof. The Policy Review Board shall conduct its meetings in accordance with the "Open Public Meetings Act" of the State of Washington (RCW Ch. 42.30), with adequate notice to the general public thereof.

The Policy Review Board may make recommendations regarding appropriate capital improvements for all of Washington Park to be paid for from any balances remaining in the Arboretum Capital Improvement Trust Fund.

TERMINATION OF PRIOR AGREEMENT

14. The parties hereto agree that, effective upon the signing of this lease agreement by all parties, that certain agreement between these same parties

entered into on December 16, 1934, and entitled "Agreement Relating to Arboretum and Botanical Garden in Washington Park" shall terminate and be of no further force and effect whatsoever.

LIABILITY

15. The City and the University each covenant and agree to hold the other harmless from any claim for damages, compensation or otherwise alleged to have arisen by reason of the negligent or other tortious conduct or failure of the other or its agents or employees in the operation, maintenance and use of the leased premises and the surrounding area known as Washington Park.

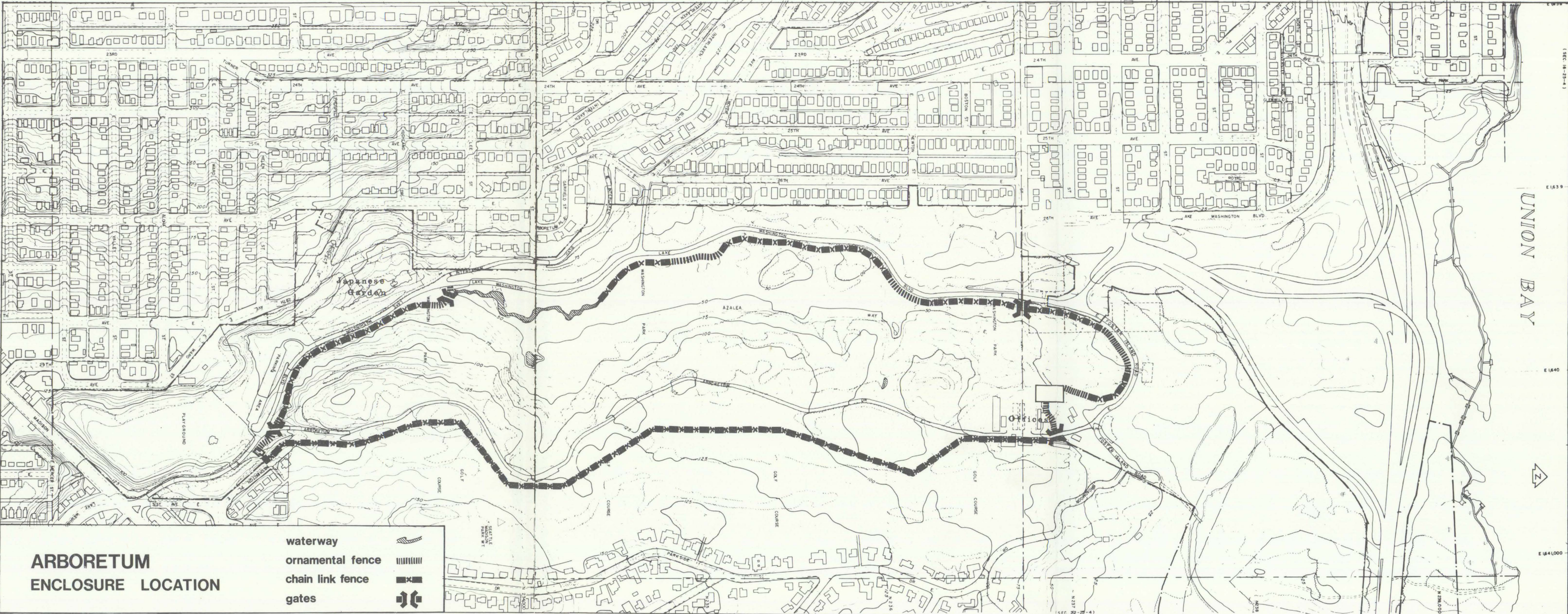
USE OF "(WASHINGTON PARK) ARBORETUM CAPITAL IMPROVEMENT TRUST FUND"

16. The parties hereto agree that expenditures for construction of the physical barrier, provided for in paragraph 7 hereof, and expenditures for reconstruction of the "Japanese Teahouse", located in the Japanese Garden (paragraph 2 hereof), recently destroyed by fire of unknown origin (Resolution 24126 of The City of Seattle), shall be proper "capital improvement" expenditures from that certain fund known as the "Arboretum Capital Improvement Trust Fund", established pursuant to an agreement between the City and the University dated December 20, 1963, and approved by Ordinance 92511 of The City of Seattle, a copy of which agreement is contained in The City of Seattle Comptroller's File No. 249767. Such expenditures shall be made pursuant to procedures heretofore established under said agreement.

UNION BAY

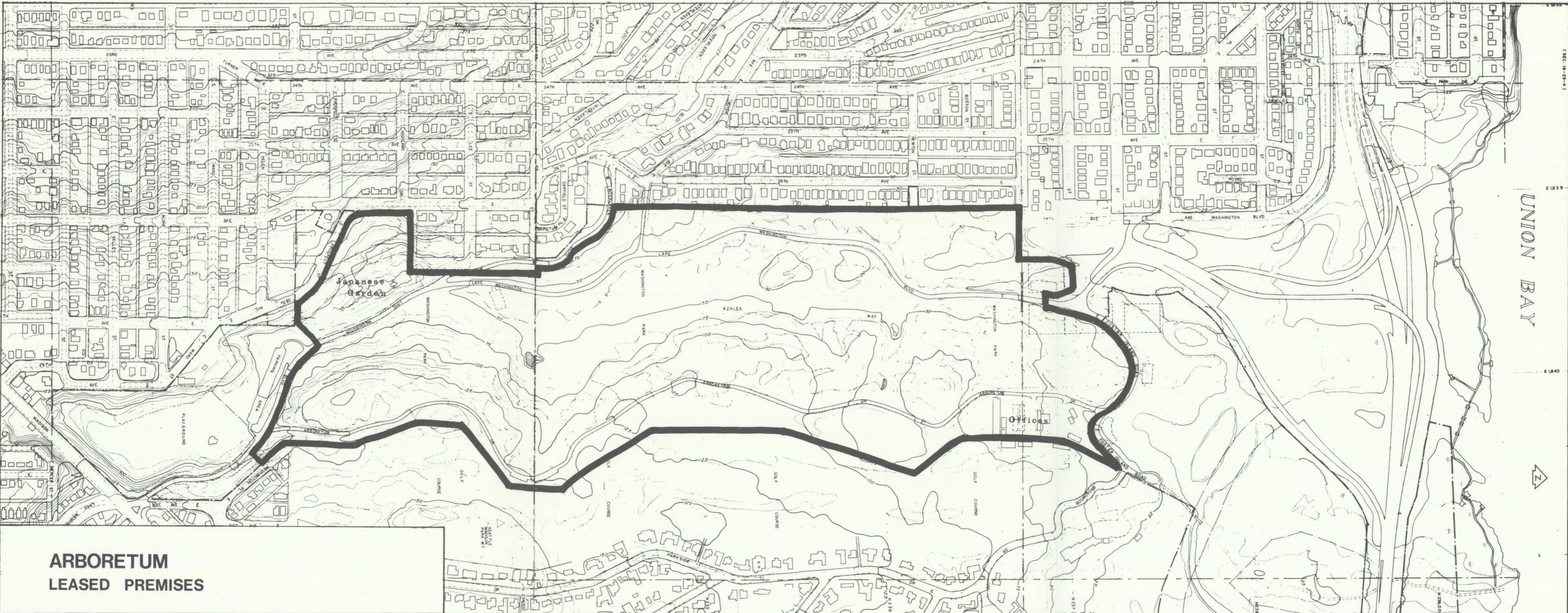


E 1639
E 1640
E 1641.000



ARBORETUM ENCLOSURE LOCATION

waterway	
ornamental fence	
chain link fence	
gates	



**ARBORETUM
LEASED PREMISES**

UNION BAY



11-4-62-91-1381

E 1639

E 1640

(SEC 22-4)

11-250,000

AGREEMENT RELATING TO ARBORETUM AND
BOTANICAL GARDEN IN WASHINGTON PARK

THIS AGREEMENT, made by and between the City of Seattle, a municipal corporation, organized under the laws of the State of Washington, herein designated First Party, and the Board of Regents of the University of Washington, herein designated Second Party, WITNESSETH:

WHEREAS, first party is the owner of certain park property situated within the territorial limits of the City of Seattle, known as Washington Park; and

WHEREAS, the parties hereto wish to establish and maintain within said Washington Park an arboretum and botanical garden; and

WHEREAS, second party is willing to take charge of planning for and the establishment of such arboretum and botanical garden; Now, Therefore,

In order to establish and maintain such arboretum and botanical garden, and in consideration of their mutual agreements, as herein set forth, it is agreed by and between the parties hereto as follows:

1. First party hereby grants to second party the right to use all or any portion of said Washington Park as now established or as may be hereafter extended (as more specifically set forth in the map hereto attached, marked Exhibit "A"), for an arboretum and botanical garden, second party to designate in writing from time to time the exact areas which it desires to devote to such use.

2. First party shall, at its own expense as funds are available, construct and maintain all roads, driveways, walks, water systems, lighting facilities, and such other permanent improvements as may be necessary to make accessible such scientific, educational and recreational advantages as may be derived from the establishment and maintenance of such botanical garden.

3. First party agrees to use such funds as it may have available for the establishment of said arboretum, and to cooperate with second party in the establishment and maintenance of said arboretum and botanical garden, and to that end to donate such seeds, plants, shrubs, trees, equipment and labor as may be available.

4. Second party will, as soon as practicable, have prepared plans for such arboretum and botanical garden, and submit same to first party for the approval of its Board of Park Commissioners, and thereafter the development of said arboretum shall be substantially in accordance with such plans as originally prepared and so approved with such modifications as may be made therein with the approval of both parties.

5. Second party shall, as soon as possible, establish such arboretum and botanical garden, including in such work, among other things, the following items:

- (a) Procuring seeds and plants from all parts of the world that may be suitable for growth in this climate;
- (b) Establish quarantine station for the introduction of plants, shrubs and trees from foreign countries;
- (c) Carry on experiments in the cultivation and growth of all forms of plant life;
- (d) Establish special collections, such as of native plants and trees, those illustrating plant relations, alpine groups, and other like collections;
- (e) Establish and maintain an herbarium;
- (f) Provide plant material for use of classes in the public schools and University.

6. Second party shall, subject to the provisions of Section 3 of Article XIII of the City Charter, have full control of the area devoted to said arboretum and botanical garden; provided, however, that such area shall be made available to visits by the public generally under rules and regulations adopted by the second party by its Board of Park Commissioners.

7. Second party shall have the right at such time or times as funds may be available, to erect suitable buildings and greenhouses for the use of the arboretum and botanical garden, and shall have the control thereof subject to the provisions of the City Charter, Article XIII, Section 3.

8. First party shall police the entire park including the portion used for said arboretum and botanical garden, and shall keep in good repair the walks and driveways leading to and within the area used as such arboretum, all in the same manner and to the same extent as in the absence of this agreement.

9. It is understood that first party shall have at all times access to every part of said arboretum and botanical gardens, including the buildings, for general visitation and the carrying out of such supervision and policing as first party shall deem necessary.

10. An advisory committee to be known as the Arboretum and Botanical Garden Committee, consisting of at least seven members is hereby created, three to be appointed by the Mayor of Seattle, three by the President of the University of Washington, and the seventh member to be appointed by the Governor of the State of Washington. Each of said members shall serve for a term of seven years from the first day of January, next succeeding their appointment, and until their successors shall have been appointed and qualified. Provided, however, that the first board named shall serve for terms of one, two, three, four, five, six and seven years, respectively, the particular term for which each of said first board members shall serve to be determined by lot.

11. Said advisory committee shall assist the parties hereto in establishing and maintaining said arboretum and botanical garden, in securing funds for the establishment and maintenance of said arboretum, and plants and seeds for use therein, in interesting people in said project, and in acting as a liaison committee between the Arboretum and the various garden and other societies interested in such Arboretum.

12. This agreement shall remain in full force and effect so long as such arboretum and botanical garden shall be maintained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate this 6th day of December, 1934.

THE CITY OF SEATTLE

BY ITS BOARD OF PARK COMMISSIONERS

Harry Westfall

President

ATTEST: H. W. Carroll
Secretary

BOARD OF REGENTS OF UNIVERSITY OF WASHINGTON

Edward P. Ryan

President

ATTEST: Herbert T. Condon
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COPY

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