



Minnesota State Zoological Board.
Zoo-Related Organizations Files.

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*Society Reciprocity
cc above*



12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9010

October 30, 1981

Mark E. Jacobson, President
Minnesota Zoological Society
1450 Lincoln Avenue
St. Paul, Minnesota 55105

Dear Mark:

The Minnesota Zoological Board, at its October 15, 1981 meeting, agreed to extend the contract terms of the original Reciprocity Agreement between the Minnesota Zoo and the Minnesota Zoological Society until the Zoo Board's next meeting, November 19, 1981, at which time the Zoo Board will take action on the following motion by the Finance & Audit Committee:

MOTION that the Minnesota Zoological Board not renew the reciprocity agreement with the Minnesota Zoological Society and that between October 15, 1981 and March 31, 1982, the Board and/or its designated committee will work closely with the Society to carry out the provisions of Paragraph VIII, subparagraph "D" of the Reciprocity Agreement.

Sincerely,

Edward Kohn
General Director

EK:gd

cc: James L. Hetland, Jr.
Richard Arndt
Richard Slowes

Reciprocity



12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9010

September 11, 1981

Robert L. Bonawitz, President
Minnesota Zoological Society
CDC Mail Station PLY-011
2300 Berkshire Lane North
Minneapolis, Minnesota 55441

Dear Bob,

Prior extensions of the Reciprocity Agreement have extended the original contract terms from May 31, 1981 to September 30, 1981. Although negotiations are still progressing towards a mutually acceptable agreement, it does not appear that this process will be completed by the September 30, 1981 deadline.

Therefore, the Minnesota Zoological Board has agreed to an additional 30-day extension to October 31, 1981, or until a new agreement is executed (whichever occurs first) at which time the original agreement will be deemed terminated.

Sincerely,

Edward Kohn
General Director

EK:gd

cc: James L. Hetland, Jr.
Richard Arndt
Richard Slowes

Source



12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9010

July 20, 1981

Robert L. Bonawitz, President
Minnesota Zoological Society
CDC Mail Station PLY-011
2300 Berkshire Lane North
Minneapolis, Minnesota 55441

Dear Bob,

Although the negotiations between the Minnesota Zoological Board and the Minnesota Zoological Society concerning the Reciprocity Agreement have been continuing in good faith since May 31, 1981, no agreement has been reached. The original extension of the contract terms to July 31, 1981 will not be sufficient to allow execution of a new contract.

Therefore, the Minnesota Zoological Board has agreed to an additional 60-day extension to September 30, 1981, or until a new agreement is executed (whichever occurs first) at which time the original agreement will be deemed terminated.

Sincerely,

A handwritten signature in black ink, appearing to be "E. Kohn".

Edward Kohn
General Director

EK:gd

cc: James L. Hetland, Jr.
Richard Arndt
Richard Slowes

Reciprocity



12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9010

May 31, 1981

Robert L. Bonawitz, President
Minnesota Zoological Society
c/o CDC Mail Station PLY-011
2300 Berkshire Lane North
Minneapolis, Minnesota 55441

Dear Bob,

During the past 90 days, the Minnesota Zoological Board and the Minnesota Zoological Society have been in the process of negotiating revised terms to replace the existing Reciprocity Agreement. However, these negotiations have not been completed prior to the agreement's expiration date of May 31, 1981.

Therefore, with negotiations continuing in good faith, the Minnesota Zoological Board agrees to extend the original contract terms until a new agreement is executed or 60 days from the May 31, 1981 termination date (whichever occurs first) at which time the original agreement will be deemed terminated.

Sincerely,

A handwritten signature in dark ink, appearing to read "Edward Kohn". The signature is stylized and somewhat cursive.

Edward Kohn
General Director

EK:gd

cc: James L. Hetland, Minnesota Zoo Board Chairman
Richard Slowes, Attorney General's Office

Society



12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9010

January 22, 1981

Karla Williams, Executive Director
Minnesota Zoological Society
555 Wabasha Street North, Room 205
St. Paul, Minnesota 55102

Dear Karla:

Per a motion passed by the Minnesota Zoological Board at its January 8, 1981 meeting, the Minnesota Zoological Society is hereby notified of the Board's intention to seek renegotiation of the reciprocity agreement entered into on October 4, 1978 and renewed May 31 of 1979 and 1980.

This letter complies with Paragraph VI of the agreement which requires written notice of termination (as presently constituted) at least ninety (90) days prior to May 31.

If you have questions, please call.

Sincerely,

Edward Kohn
General Director

gd



12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9000

September 18, 1978

Society's Receipt
@ Δ

Mr. Paul I. Freeman
Dain, Kalman and Quail, Inc.
210 American National Bank Building
St. Paul, Minnesota 55101

Dear Paul:

Subject: Reciprocal Agreement

This is to advise that the Executive Committee has reviewed and recommended to the Board for approval the Reciprocal Agreement with the Society. While the review process by the Minnesota Zoological Board is not yet complete, I think the major issues have been discussed and there should be no changes.

Accordingly, I am submitting to you five (5) copies of the Agreement as discussed with you and presented to the Executive Committee. Please sign and return four (4) copies. We will process the four (4) copies and return a completely signed original to you upon completion.

Thank you for your cooperation.

Yours very truly,

Gerard D. Hegstrom
General Director

GDH:pn

Enclosure

cc: Rick Slowes
Stephen A. Iserman

SOCIETY
RECEIPT I-554/4

AGREEMENT BETWEEN THE MINNESOTA ZOOLOGICAL
BOARD AND THE MINNESOTA ZOOLOGICAL SOCIETY

THIS AGREEMENT, made and entered into on this 4th
day of October, 1978, by and between the Minnesota
Zoological Board (hereinafter "Board") and the Minnesota
Zoological Society (hereinafter "Society").

WITNESSETH:

WHEREAS, pursuant to Minn. Stat. § 85A.02, the Board
has all powers necessary or convenient to discharge the duties
imposed upon it by law and to operate the Minnesota Zoological
Garden (hereinafter "Zoo") in the manner which will best serve
the public; and

WHEREAS, pursuant to Minn. Stat. § 85A.03, subd. 4(a),
the Board may establish a schedule of charges for admission to
or the use of the Zoo or any related facility; and

WHEREAS, the Board has determined that there is a
need for volunteer services to operate the Zoo in a manner which
will best serve the public; and

WHEREAS, the Society is a non-profit membership
organization formed for the purpose of promoting and supporting
the Zoo; and

WHEREAS, the Society has the capability of providing
volunteer service to the Zoo; and

WHEREAS, the Board has determined that it desires to
use the services of volunteers provided by the Society and that,
in order to facilitate the use of those volunteers on an
equitable basis and in a manner that recognizes both the need
to insure that the Zoo does not suffer any loss in admission
revenue as a result of the Society usage at the gate and the
desire of the Society to meet its obligations to the Board while
maintaining financial stability, it is necessary to establish
a schedule of charges applicable to members of the Society.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. For the purposes of this agreement, the following terms shall be defined as follows:

A. "Society Guest Pass" shall mean any document or ticket authorized and distributed by the Society that entitles one person to one free entry to the Zoo admission area, provided that the use and form of any such pass shall have been previously approved by the Board.

B. "Society Member" shall mean any person officially and currently enrolled as a paid contributor to the Society under the categories of Society membership. Membership status for purposes of free entry to the Zoo admission area shall be established solely by presentation at the Zoo admissions gate of a valid membership card issued by the Society.

C. "Society Membership Card" shall mean a document authorized and issued by the Society for each membership that identifies the category of Society membership, the name of the member, the size of the member's family where applicable, and the expiration date of the membership. Membership cards shall be non-transferable, and the form of such cards shall be subject to review and approval by the Board prior to issuance by the Society.

D. "Society Membership Categories" shall mean the categories of paid contributors to the Society. They shall be as determined from time to time by the Society, provided that any membership category permitting free or reduced cost entry to the Zoo

shall require prior review and authorization by the Board. The categories that are currently entitled to free entry privileges are as follows:

1. "Individual Membership" shall mean a membership that entitles one person to participation in Society activities and to free entry privileges at the Zoo for a period of one year.

2. "Family Membership" shall mean a membership that entitles an entire family, consisting of parent(s) and children six through ^{EIGHTEEN} ~~seventeen~~ *RLB* years old living in the parents' home, to *DF* participation in Society activities and to free entry privileges at the Zoo for a period of one year. *pl*

3. "Supporting Membership" shall mean a membership that entitles an entire family, as defined above, to participation in Society activities, free entry privileges at the Zoo for a period of one year, and the use of six (6) Society guest passes.

4. "Patron Membership" shall mean membership that entitles an entire family, as defined above, to participation in Society activities, free entry privileges at the Zoo for a period of one year, and the use of twenty (20) Society guest passes.

E. "Usage at the Gate" shall mean the presentation and use of Society membership cards or Society guest passes to gain free entry to the Zoo admission area.

F. "Volunteer" shall mean any person, whether a Society member or not, acting on behalf of the Board

under the supervision of the Zoo staff in an official, assigned capacity, without financial compensation from the Board.

G. "Volunteer Hour" shall mean each hour of volunteer time devoted to the following activities:

1. All services, not including travel time to and from the Zoo, rendered after completion of the basic thirty (30) hour training class which have been identified as support for Zoo operations and are assigned by the Zoo staff, both on and off site, including Speaker's Bureau presentations. Volunteers who were members of the Speaker's Bureau prior to May 22, 1978, need not have completed the basic training class in order for services provided by them after that date to qualify as "volunteer hours" as herein defined.
2. In-service training sessions, after the basic training class, of currently qualified volunteers.
3. Time spent at the ZooVAP Steering Committee meetings.
4. Such other volunteer services as may be mutually agreed upon by the Board and the Society from time to time.

H. "ZooVAP" shall mean the Zoo volunteer activities program, organized and directed by Zoo staff to train, maintain, and use volunteers.

II. The Board shall provide the Society with the following benefits:

- A. Unlimited free entry to the admission area of the Zoo upon presentation at the gate of a valid

current Society membership card for each Society membership entitled such privileges as specified in Paragraph I.D of this agreement.

B. Free entry to the admission area of the Zoo for one person upon presentation and surrender at the gate of a Society guest pass.

C. Use of the Zoo Board Room for regularly scheduled meetings of the Society Board of Directors when such use does not conflict with official Zoo business.

D. Special "Members events" at the Zoo, as approved by the Board, which shall be open only to Society members, who will receive free entry. Any entertainment, food, or beverages shall be paid for by the Society. The Members events shall be held on dates mutually agreed on by the parties hereto.

E. Designated space at the Zoo to organize ZooVAP activities.

F. Free parking and entry to admissions area for volunteers on duty.

G. Zoo staff shall be available as resource people in Society activities to the extent that such services can be provided without interfering with official Zoo operations.

III. For the aforementioned benefits, the Society shall:

A. Provide volunteers for ZooVAP activities. The Society shall receive a dollar credit equal to the current hourly rate of pay for a student/clerical/custodial maintenance worker at step 03 of the State of Minnesota pay plan for the 46F classification for each ZooVAP volunteer hour provided after January 1, 1978.

B. Make monthly deposits to a reserve account as follows:

1. Said deposits shall be made not later than ten (10) days following the end of each calendar month that the Zoo is in operation and open to the public based on the number of new and renewal Society memberships entitling Society members to free entry privileges issued during the preceding calendar month, provided that the first such payment shall be made within ten days of the end of the first full calendar month of Zoo operations following the execution of this agreement and shall include funds covering for all currently existing Society memberships entitling Society members to free entry privileges.

2. The amount of said deposits shall be based on anticipated use of Society membership free entry privileges chargeable at the Zoo's established group admission rates and determined as follows:

a. Family, Donor, and Patron Memberships - anticipated free entry for two adults and one child visiting the Zoo twice a year at group admission rates (currently two dollars (\$2.00) per adult admission and one dollar (\$1.00) per child's admission). Total deposit by the Society for each such membership shall be four times the per adult group rate admission plus two times the per child group rate admission (currently totaling ten dollars (\$10.00).)

b. Individual Memberships - anticipated free entry for one adult visiting the Zoo twice a year at group admission rate for adults (currently two dollars (\$2.00) per adult admission). Total deposit by the Society for each such membership shall be twice the per adult group rate admission (currently four dollars (\$4.00)).

3. All deposits made during the immediately preceding year ending May 31 may be withdrawn from said reserve account by the Society on the date on which a payment to the Board is required pursuant to Paragraph III.C.

C. Not later than June 30, 1979, and each June 30 thereafter that this agreement remains in effect, the Society shall make a payment to the Board based on Society usage at the gate during the year ending the preceding May 31st, as reported by the Board pursuant to Paragraph IV below, chargeable at the Zoo's established group admission rates (currently two dollars (\$2.00) for each adult and one dollar (\$1.00) for each child) for each individual admitted without charge to the Zoo admissions area upon presentation of a Society membership card or guest pass. The first such payment shall also include Society usage at the gate incurred from May 22 through May 31, 1978.

D. Payments due from the Society to the Board pursuant to Paragraph III.C. shall be reduced on a dollar-for-dollar basis by the current balance of the dollar credit received by the Society for ZooVAP volunteer hours pursuant to Paragraph III.A herein. If for any year the balance of the dollar credit for ZooVAP volunteer hours is greater than the payment due pursuant to Paragraph III.C, the remaining dollar credit shall be carried forward to the next year.

IV. The Board shall maintain a record of the number of adult and child visitors that use Society membership or guest passes to gain free entry to the Zoo admission area, the dollar value of such usage based on the Zoo's established group admission rates, the number of ZooVAP volunteer hours eligible for dollar credit to the Society and the total dollar value of such credit. The Board shall report such information to the Society on a quarterly basis not later than twenty (20) days following the end of the quarter for which the report is due. The quarterly reporting periods shall be based on a fiscal year running from June 1 through May 31.

V. In no event shall the Board be required to make any cash payment to the Society under the terms of this agreement.

VI. This agreement shall become effective upon execution with the understanding that some of the terms of this agreement have been implemented prior to such execution as a result of informal agreements previously entered into between the parties hereto that were consistent with the terms hereof. This agreement shall terminate on May 31, 1979, except with respect to any payments due pursuant to Paragraph III.C above and except as provided in Paragraph VIII below, provided that this agreement shall be automatically renewed on an annual basis thereafter unless written notice of termination is provided by either party at least ninety (90) days prior to May 31.

VII. This agreement may be terminated without cause by either party upon giving of at least ninety (90) days written notice thereof to the other party.

VIII. In the event of termination of this agreement pursuant to Paragraph VI or VII herein, the following shall apply:

A. The Society shall notify the Board of the last date prior to termination on which new or renewal Society memberships entitled to free entry privileges were issued and the expiration date of such memberships.

B. Free entry privileges pursuant to this agreement for all Society memberships active on the date of termination shall be honored by the Board until the expiration date of each such membership.

C. The provisions of Paragraph IV of this agreement shall remain in effect with respect to Society usage at the gate incurred pursuant to subparagraph VIII.B herein until the expiration date reported pursuant to Paragraph VIII.A, and the Society shall make a payment to the Board based on such usage at the gate in an amount determined pursuant to the provisions of Paragraph III.C not later than thirty (30) days following

the expiration date reported pursuant to Paragraph VIII.A. Said payment shall be reduced as provided in Paragraph III.D by the balance, if any, of the dollar credit for ZooVAP volunteer hours carried forward from the previous annual payment period.

D. Subsequent to notice of termination and prior to the date of termination, the parties shall meet to determine what, if any, additional close-out procedures are necessary and appropriate to satisfy continuing commitments of either party entered into as a result of this agreement prior to the termination thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

MINNESOTA ZOOLOGICAL BOARD

By Richard D. Hapton
Its General Director

MINNESOTA ZOOLOGICAL SOCIETY

By Paul A. Freeman
Its President

By R. J. Bennett
Its Treasurer

Approved as to form and execution this 6 day of October, 1978.

Richard S. Schaefer
Special Assistant Attorney General



file
DEPARTMENT Attorney General

Office Memorandum

TO : Jerry Hegstrom, Chief Operating Officer
Minnesota Zoological Garden

DATE: July 13, 1978

FROM : Richard S. Slowe *RS*
Special Assistant Attorney General

PHONE: 296-9200

SUBJECT: Zoological Society Agreement

Enclosed is a re-draft of the above-referenced agreement
which incorporates the changes we have discussed.

RSS:bh

Encl.

TRANSMITTAL - MESSAGE SLIP

TO: JERRY HEGSTROM	LOCATION
DATE 7/5/78	TIME
FROM RICK SLOWES	LOCATION

TRANSMITTAL ACTION	CALL OR VISIT
<input type="checkbox"/> Review and see me	NAME
<input type="checkbox"/> Review and return	FROM
<input type="checkbox"/> Prepare reply for my sig.	PHONE NO.
<input type="checkbox"/> Reply and send me copy	<input type="checkbox"/> Called
<input type="checkbox"/> For your approval	<input type="checkbox"/> Was here to see you
<input type="checkbox"/> For your information	<input type="checkbox"/> Please call
<input type="checkbox"/> For signature	<input type="checkbox"/> Will call again
<input type="checkbox"/> As we discussed	<input type="checkbox"/> Returned your call
<input checked="" type="checkbox"/> As you requested	
<input type="checkbox"/> Take appropriate action	
<input type="checkbox"/> Notify staff	

MESSAGE **JERRY** -

HERE'S THE NEW DRAFT OF THE
 SOCIETY CONTRACT BASED ON ACTUAL
 USAGE AT THE GATE!

Rick

OVER

AGREEMENT BETWEEN THE MINNESOTA ZOOLOGICAL
BOARD AND THE MINNESOTA ZOOLOGICAL SOCIETY

THIS AGREEMENT, made and entered into on this _____
day of _____, 1978, by and between the Minnesota
Zoological Board (hereinafter "Board") and the Minnesota
Zoological Society (hereinafter "Society").

WITNESSETH:

WHEREAS, pursuant to Minn. Stat. § 85A.02, the Board
has all powers necessary or convenient to discharge the duties
imposed upon it by law and to operate the Minnesota Zoological
Garden (hereinafter "Zoo") in the manner which will best serve
the public; and

WHEREAS, pursuant to Minn. Stat. § 85A.03, subd. 4(a),
the Board may establish a schedule of charges for admission to
or the use of the Zoo or any related facility; and

WHEREAS, the Board has determined that there is a
need for volunteer services to operate the Zoo in a manner which
will best serve the public; and

WHEREAS, the Society is a non-profit membership
organization formed for the purpose of promoting and supporting
the Zoo; and

WHEREAS, the Society has the capability of providing
volunteer service to the Zoo; and

WHEREAS, the Board has determined that it desires to
use the services of volunteers provided by the Society and that,
in order to facilitate the use of those volunteers on an
equitable basis and in a manner that recognizes both the need
to insure that the Zoo does not suffer any loss in admission
revenue as a result of the Society usage at the gate and the
desire of the Society to meet its obligations to the Board while
maintaining financial stability, it is necessary to establish
a schedule of charges applicable to members of the Society.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. For the purposes of this agreement, the following terms shall be defined as follows:

A. "Society Guest Pass" shall mean any document or ticket authorized and distributed by the Society that entitles one person to one free entry to the Zoo admission area, provided that the use and form of any such pass shall have been previously approved by the Board.

B. "Society Member" shall mean any person officially and currently enrolled as a paid contributor to the Society under the categories of Society membership. Membership status for purposes of free entry to the Zoo admission area shall be established solely by presentation at the Zoo admissions gate of a valid membership card issued by the Society.

C. "Society Membership Card" shall mean a document authorized and issued by the Society for each membership that identifies the category of Society membership, the name of the member, the size of the member's family where applicable, and the expiration date of the membership. Membership cards shall be non-transferable, and the form of such cards shall be subject to review and approval by the Board prior to issuance by the Society.

D. "Society Membership Categories" shall mean the categories of paid contributors to the Society. They shall be as determined from time to time by the Society, provided that any membership category permitting free or reduced cost entry to the Zoo

shall require prior review and authorization by the Board. The categories that are currently entitled to free entry privileges are as follows:

1. "Individual Membership" shall mean a membership that entitles one person to participation in Society activities and to free entry privileges at the Zoo for a period of one year.

2. "Family Membership" shall mean a membership that entitles an entire family, consisting of a single household unit of related individuals, to participation in Society activities and to free entry privileges at the Zoo for a period of one year.

3. "Supporting Membership" shall mean a membership that entitles an entire family, as defined above, to participation in Society activities, free entry privileges at the Zoo for a period of one year, and the use of six (6) Society guest passes.

4. "Patron Membership" shall mean membership that entitles an entire family, as defined above, to participation in Society activities, free entry privileges at the Zoo for a period of one year, and the use of twenty (20) Society guest passes.

E. "Usage at the Gate" shall mean the presentation and use of Society membership cards or Society guest passes to gain free entry to the Zoo admission area.

F. "Volunteer" shall mean any person, whether a Society member or not, acting on behalf of the Board

under the supervision of the Zoo staff in an official, assigned capacity, without financial compensation from the Board.

G. "Volunteer Hour" shall mean each hour of volunteer time devoted to the following activities:

1. All services, not including travel time to and from the Zoo, rendered after completion of the basic thirty (30) hour training class which have been identified as support for Zoo operations and are assigned by the Zoo staff, both on and off site, including Speaker's Bureau presentations.

2. In-service training sessions, after the basic training class, of currently qualified volunteers.

3. Time spent at the ZooVAP Steering Committee meetings.

H. "ZooVAP" shall mean the Zoo volunteer activities program, organized and directed by Zoo staff to train, maintain, and use volunteers.

II. The Board shall provide the Society with the following benefits:

A. Unlimited free entry to the admission area of the Zoo upon presentation at the gate of a valid current Society membership card for each Society membership entitled such privileges as specified in Paragraph I.D of this agreement.

B. Free entry to the admission area of the Zoo for one person upon presentation at the gate of a Society guest pass.

C. Use of the Zoo Board Room for regularly scheduled meetings of the Society Board of Directors

when such use does not conflict with official Zoo business.

D. A "Members Night" at the Zoo once a year on which the Zoo shall be open only to Society members who will receive free entry and a special tour and program. Any additional entertainment, food, or beverages shall be paid for by the Society. The "Members Night" shall be held on a date mutually agreed on by the parties hereto.

E. Designated space at the Zoo to organize ZooVAP activities.

F. Free parking and entry to admissions area for volunteers on duty.

G. Zoo staff shall be available as resource people in Society activities to the extent that such services can be provided without interfering with official Zoo operations.

III. For the aforementioned benefits, the Society shall:

A. Provide volunteers for ZooVAP activities. The Society shall receive a dollar credit equal to the current hourly rate of pay for a student/clerical/custodial maintenance worker at step 03 of the State of Minnesota pay plan for the 46F classification for each ZooVAP volunteer hour provided after January 1, 1978.

B. Not later than the fifteenth day of each month, the Society shall make a payment to the Board based on Society usage at the gate during the preceding calendar month, as reported by the Board pursuant to Paragraph IV below, chargeable at the Zoo's established group admission rates of two dollars (\$2.00) for each adult and one dollar (\$1.00) for each child admitted without

charge to the Zoo admissions area upon presentation of a Society membership card or guest pass.

C. Payments due from the Society to the Board pursuant to Paragraph III.B shall be reduced on a dollar-for-dollar basis by the current balance of the dollar credit received by the Society for ZooVAP volunteer hours pursuant to Paragraph III.A herein. If for any payment period the balance of the dollar credit for ZooVAP volunteer hours is greater than the payment due pursuant to Paragraph III.B above, the remaining dollar credit shall be carried forward to the next payment period.

IV. The Board shall maintain a record of the number of adult and child visitors that use Society membership or guest passes to gain free entry to the Zoo admission area, the dollar value of such usage based on the Zoo's established group admission rates, the number of ZooVAP volunteer hours eligible for dollar credit to the Society and the total value of such credit. The Board shall report such information to the Society on a monthly basis within one week of the end of each calendar month.

V. In no event shall the Board be required to make any cash payment to the Society under the terms of this agreement.

VI. This agreement shall become effective upon execution with the understanding that some of the terms of this agreement have been implemented prior to such execution as a result of informal agreements previously entered into between the parties hereto that were consistent with the terms hereof. This agreement shall terminate at 12:01 a.m., July 1,

1979, except with respect to any payment due for Society usage at the gate prior to termination, subject to renewal on an annual basis thereafter by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

MINNESOTA ZOOLOGICAL BOARD

By _____
Its _____

MINNESOTA ZOOLOGICAL SOCIETY

By _____
Its _____

By _____
Its _____

Approved as to form and
execution this ____ day of
_____, 1978.

Special Assistant Attorney General

12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9000



June 22, 1978

Ms. Chase Davies
555 Wabasha Street
St. Paul, Minnesota 55102

Dear Chase:

I am enclosing the initial accounting document for the Minnesota Zoological Society/Minnesota Zoological Garden Reciprocity Agreement through May 31, 1978.

As we discussed, this is for use in determining the final agreement. No payment will be necessary at this time. Please fill out both copies and return one to me.

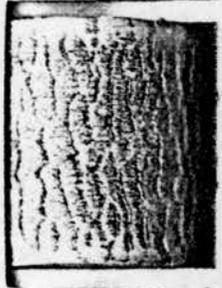
If you have any questions, please give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Steve Iserman'.

Steve Iserman

SI/pc





STATE OF MINNESOTA

Office Memorandum

DEPARTMENT ~~Minnesota Zoological Garden~~

TO : Gerry Hegstrom

DATE: 5-5-78

FROM : Steve Iserman 

PHONE: 302

SUBJECT: MZG/MZS Reciprocal Agreement Accounting Procedures

Per our conversation the following is my recommended routing of the MZG Reciprocal Agreement's monthly accounting documents (exhibit B).

1. MZS completes the membership income information (1. a-c), dates, signs, and forwards to MZG volunteer co-ordinator.
2. The volunteer co-ordinator completes the volunteer credit income information (2. a-c), signs, and forwards to the MZG Finance office.
3. The Finance office completes the remainder of the document, signs, and returns to the MZS.
4. MZS remitts a cash disbursement to the MZG Finance office if item 3 is not a credit. If item 3 is a credit the amount will be carried forward to the next month and entered on line 26.

At the end of each fiscal year (June 30) an evaluation would be made to determine any modification of the agreement. (It is my understanding that the basic intent of this agreement **IS** for the MZS membership income and volunteer hour credits to approximate their free admissions. At no time would it be appropriate for the MZG to make a cash disbursement to the MZS).

SI/sf

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT

EXAMPLE

May MZS, 1978

		(1)	(2)	(3)
MZS	1. Membership Income			
	a. Individual	1500	\$ 4.00	\$ 6,000
	b. Family-Patron	2500	10.00	25,000
	c. TOTAL			\$31,000
MZG Volunteer Coordinator	2. Volunteer Credit Income			
	a. Current Month	500	\$ 3.25	\$ 1,625
	b. Carried Forward (Previous Months)			-0-
	c. TOTAL			\$ 1,625 *
	3. Cash Disbursement - MZS to MZG (CR is credit of volunteer hours to carry forward)			\$29,375 *
	4. Total Monthly Contribution (Cash & Volunteer Hours)			\$31,000 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE May, 1978

MZG Finance Officer	Membership Admission Costs	(A)	(B)	(C)
	Adult	4,000	\$2.00	\$ 8,000
	Children	2,000	1.00	2,000
	Guests	100	2.00	200
	Total Usage			\$10,200 *
	Income/Cost Summary			
	Income to MZG - Carry Forward	\$ -0-		
	Income to MZG - Current Month	31,000		
	Income to MZG - TOTAL		\$31,000 *	
	Actual Admission Cost - Carry	\$ -0-		
	Actual Admission Cost - Current	10,200		
	Actual Admission Cost - TOTAL		\$10,200 *	
	TOTAL TO BE CARRIED FORWARD			\$20,800 **

Signatures

MZS _____

MZG Volunteer Coordinator _____

MZG Finance Officer _____

DEPARTMENT CHIEF OPERATING OFFICER**Office Memorandum**

TO : Bev Rongren

DATE: April 28, 1978

FROM : Jerry Hegstrom 

PHONE: _____

SUBJECT: MZS Reciprocal Agreement

Attached is the proposed agreement with the Minnesota Zoological Society as redrafted by Chris Kelley. Chris suggests that there be a section for definitions.

Rick Slowes suggests that the volunteers be identified as not employees of the Zoo for any purpose. I believe that can be accomplished by defining volunteers.

I would ask your assistance in developing a list of definitions that would be appropriate for this agreement. My review of this agreement indicates at least the following kinds of categories: volunteer; ZOOVAP; members (this definition should define it as Society membership with all of the necessary categories); Society limited membership (so that's a separate category); guest passes; usage at the gate; gate admissions (including definition of adult, child and guest); and volunteer credit hours.

There may be other issues that should be covered beyond my preliminary identification. Please feel free to add.

We need to move quickly on this. Thank you.

j

cc J. Mehrtens
S. Iserman

AGREEMENT BETWEEN THE MINNESOTA ZOOLOGICAL
BOARD AND THE MINNESOTA ZOOLOGICAL SOCIETY

THIS AGREEMENT, made and entered into on this _____
day of _____, 1978, by and between the Minne-
sota Zoological Board (hereinafter "Board") and the Minnesota
Zoological Society (hereinafter "Society") under and pursuant
to Minn. Stat. ch. 85A (1976).

WHEREAS, pursuant to Minn. Stat. § 85A.02, the Board
has all powers necessary or convenient to discharge the duties
imposed upon it by law and to operate the Minnesota Zoological
Garden (hereinafter "Zoo") in the manner which will best serve
the public, and

WHEREAS, pursuant to Minn. Stat. § 85A.03, subd. 4(a),
the Board may establish a schedule of charges for admission to
or the use of the Zoo or any related facility, and,

WHEREAS, the Board has determined that there is a need
for volunteer services to operate the Zoo in a manner which will
best serve the public, and

WHEREAS, the Society is a non-profit membership
organization formed for the purpose of promoting the Zoo, and

WHEREAS, the members of the Society have the capability
of providing volunteer service to the Zoo, and

WHEREAS, the Board has determined that it desires to
use the services of volunteers who are members of the Society
and that, in order to facilitate the use of those volunteers
in a manner consistent with the financial stability of the Zoo,
it is necessary to establish a schedule of charges applicable
to members of the Society.

NOW THEREFORE, it is agreed by and between the parties
hereto as follows:

1. The parties hereto expressly recognize and acknowledge
that this Agreement is based upon the following mutual considerations:

Definition

- a. The need to insure that the Zoo does not suffer any loss in admission revenue as a result of the Society usage at the gate.
- b. The need for the Board and the Society to prepare a monthly financial statement as per Exhibits A-E attached hereto and incorporated herein. This procedure allows for a dollar credit for volunteer hours and/or cash payments to offset Society usage at the gate.
- c. The desire of the Society to meet its obligations to the Board while maintaining financial stability.
- d. The following conditions established by the parties hereto:
 - i. Full dollar credit (based upon a rate of \$3.⁵²~~25~~ per hour) for all ZOOVAP volunteer hours will be credited to the Society. This credit will be for every volunteer working on and in support of ZOOVAP activities whether or not a Society member.
 - ii. For the first year, usage by Society members at the Zoo gate will be based on the averages developed by the Board as follows:
 - 1) Family through Patron Memberships-- two adults and one child visiting the Zoo twice a year--\$12.50 of usage.
 - 2) Individual Memberships--one adult visiting the Zoo twice a year-- \$5.00 of usage.
 - 3) Limited Memberships--no usage and no Zoo benefits.

iii. All Society member admissions will be calculated using the Board established group admission charge (20% less than the general admission charge): i.e., the Society, based upon a 20% discount rate, would make the following payment to the Minnesota Zoological Garden:

- 1) Family-Patron Memberships--\$10.00
(\$12.50 estimated usage less 20%)
- 2) Individual Memberships--\$4.00
(\$5.00 estimated usage less 20%)

e. As used in this Agreement, the \$3.⁵⁰~~25~~/hour figure is the rate of pay for a student/clerical/custodial/maintenance worker at step 03 of the State of Minnesota pay plan for the 46F classification as of January ~~4~~, 1978. The parties consider this to be an equitable value for volunteer time since the majority of the volunteer efforts will be provided for paraprofessional services.

f. The Society will reimburse the Zoo at the group rate adult admission fee for all guest passes received at the admission entrance and returned to the Society. Based upon a 20% group rate discount this would be \$2.00 per guest pass (\$2.50-20%=\$2.00).

g. Society membership cards shall be non-transferable and shall include the member's family size.

2. The Society will obtain the following benefits in consideration of the agreements expressed in Sections 1 and 3 of this document.

- a. Unlimited free admissions annually to the Zoo for each current paid-up Society Membership (excluding "limited" membership category).
- b. Guest tickets as follows: 4 with a Sustaining Membership (\$50); 6 with a Supporting Membership (\$100); 20 with a Patron Membership (\$500).
- c. Use of the Zoo on-site board room for regularly scheduled Society Board of Directors meetings when such use does not conflict with Zoo usage (room use scheduled through IS&E Scheduler).
- d. "Members Night" at the Zoo once a year. The Zoo would be reserved for only Society members at this time. This night would include free entry and a special tour and program at the Zoo. All entertainment, food, beverages, etc., would be paid for by the MZS.
- e. Designated space on the Zoo site to organize volunteer activities shall be Room A121.
- f. Zoo staff as resource people in membership activities.
- g. Volunteers on duty will be admitted free along with gratis parking.
- h. Special MZS "Zoo Tour Day" just prior to opening.
- i. The aforementioned provisions become effective as follows:
 - i. Items a and b become effective upon Zoo opening date.
 - ii. Items numbered c, d, e, f, and g become effective on or before Zoo opening.
 - iii. The above-stated benefits do not accrue toward institutions, associations or group Society memberships. Benefits for these must be individually recognized.

3. Financial statements (summarizing the new/renewal Society memberships, membership admissions, and volunteer time) will be prepared on a monthly basis.

- a. Beginning thirty (30) days after Zoo opening, the Society shall make a cash payment to the Board based upon the figures delineated hereunder and in accordance with Exhibits A-E, to pay for anticipated Society membership admissions: (This condition shall apply only to a membership issued prior to Zoo opening if the aforestated benefits apply to such membership).
 - i. Number of new/renewal Individual Society Memberships times \$4.00.
 - ii. Number of all other new/renewal Society Memberships (family, sustaining, supporting, and patron--excluding limited memberships) times \$10.00.
 - iii. Number of guest passes returned to the Society times \$2.00.
 - iv. The total number of ZOOVAP volunteer hours provided during the month (beginning January 1, 1978, for the first accounting).
 - v. Volunteer hours, valued at \$3.⁵²/₃/hour, will be used as an offset for the unlimited admission benefit liability as outlined in items i, ii, and iii, and as set forth in Exhibits A-E.
- b. Subsequent to Zoo opening and continuing monthly thereafter, a similar settlement will be made to the Board to cover all new/renewal memberships issued during the reported monthly period.
- c. Additionally, records will be maintained to determined: The number of times a Society membership card is used for obtaining admittance

to the Zoo. Records will be kept covering adult admissions, child admissions, and guest passes.

- d. In a given month, if the value of volunteer time and cash payments made by the Society exceed the total value of estimated admissions based on Zoo estimated usage, the balance shall be carried forward to offset subsequent membership/pass admissions in subsequent months.
- e. At the end of the fiscal year, an accounting will take place to determine whether the Board was reimbursed in full for any and all persons admitted to the Zoo by presentation of a Society membership card or guest pass issued by the Society. If not, both parties will evaluate to equate the differences and establish the basis for the reciprocal relationship for the following year.
- f. The Society, at its option and acting to accomplish its goals and objectives, may present an additional cash donation to the Board at the end of each of its fiscal years, or at such other time at the discretion of the Society.

4. In order to insure equity, these benefits and financial relationships will be reviewed on an annual basis. To accomplish this, accurate records will be maintained to determine 1) numbers of Society admissions at the gate; and 2) number of volunteer hours accrued during each year. The review should be accomplished by June 1 of each year beginning June 1, 1979.

5. This Agreement may be terminated by either party giving thirty (30) days' written notice to the other.

The Board will ~~not~~ ^{under no circumstances make or} be required to make a cash disbursement to the society.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement on the day and year first above written.

MINNESOTA ZOOLOGICAL SOCIETY

MINNESOTA STATE ZOOLOGICAL BOARD

Approved as to Form and
Execution this _____ day
of _____, 1978.

Commissioner of Administration?

Office Memorandum

DEPARTMENT VISITOR SERVICES

TO : G. Hegstrom ✓

DATE: 5/4/78

FROM : J. Mehrtens PHONE: 220

SUBJECT: MZS RECIPROCAL AGREEMENT

Per your memo regarding the above, dated 28 April, I offer the following comments:

- 1) Guest Passes - - I am under the impression that guest passes, as they are now issued by the Society to members, have a tear-off stub end which is kept by the admissions person. There apparently is an unknown in that these passes are not sequentially numbered. If they are not so numbered, they should be.

As far as the revised contract is concerned, it is my feeling that a clause should place the responsibility for the design and production of these passes on the MZG Marketing and/or Concessions Department. If this is not possible, then the Society should be required to have the design of the passes approved by appropriate MZG personnel prior to printing them. (I feel very strongly that future membership cards issued by the Society should be of the plastic credit card type with the member's name, membership expiration date, and related data imposed thereon. This would allow admissions to use a credit card imprint machine to register use of the card for admissions. There are several other obvious advantages to this type of card.)

- 2) Usage at the Gate - - This is covered in admissions booth operation procedures which I believe was approved at the joint executive/operations and planning committee meeting 24 April. Section 3, paragraph 10, defines the procedure.
- 3) Definition of adult, child, and guest - - If such definition is solely to define a child, adult age point, I can see no problem at the gate. However, I am sure you understand there is no way for admissions clerk to determine whether or not the six individuals being admitted on a visitor card are or are not members of the card presenting person's family.

vc

**Office Memorandum**DEPARTMENT GENERAL DIRECTORTO : John Mehrrens
cc Beverly Rongren

DATE: 4/12/78

FROM : Donald D. Bridgwater 

PHONE: _____

SUBJECT: RECIPROCITY AGREEMENT WITH SOCIETY

We need to arrange a meeting to discuss records keeping regarding the reciprocity agreement.

I would suggest that Dorothy Cote, you, Beverly and I, and anyone else Beverly feels appropriate from staff, be included.

This would be preliminary to discussions with an overall final review and interpretation of the reciprocity agreement in this regard.

DDB vc



STATE OF MINNESOTA

Office Memorandum

DEPARTMENT MZG

TO : John Mehrtens

DATE: February 1, 1978

FROM : Don Bridgwater 

PHONE: _____

SUBJECT: CONVERSATION WITH PAUL FREEMAN, MN ZOOLOGICAL SOCIETY PRESIDENTItem #1: SCHOOL GROUP POLICY

I have talked to Bev about this. The Society Speaker's Bureau is getting requests relative to school groups; when can they come; how will they be handled, etc. Although the policy will not be approved until Friday, February 3, 1978 officially, Bev should see that someone passes this information with explanation to the Speaker's Bureau emphasizing, 1) our Trial Run Program and 2) the need to delay school program until fall semester of 1978.

Item #2: Free Passes

This has been raised by Vern, as to how we record Society membership passes at the gate. Agreement was reached with Paul Freeman that the credit card approach would not be possible in 1978. They have already ordered embossed, individually numbered cards and due to expenditures and the short time period, would like to retain this.

Vern should contact Larry Freeman of the Society, securing a precise description of the membership card and numbering system, and come up with a solution which we can use at the gate.

I would suggest a special ticketing booth signed for Society members, and official business persons, etc., then work out a ticket tape notation with a hand written record initialled by the visitor. This would allow us to periodically check card numbers against admissions and limit the ticket time involved in such transactions to a few.

Paul indicated that in 1979, if this system is not satisfactory, alternatives could be sought, i.e. plastic cards.

Item #3: Volunteer Recording Hours

As agreed in the Reciprocity Agreement, we will start recording volunteer hours as of January 1, 1978, but cash admissions will not start until the first official cash day at the Zoo. A volunteer hour recording system should be developed by Bev. The use of time clocks is a possibility, but whatever the solution, it should be a simple one.

Memo to John Mehrtens
page 2
February 1, 1978

Item #4: Opening Program

Paul was advised that the Board would pass (hopefully) a recommendation establishing an Opening Day Committee, pulled together by John Mehrtens, at which time a chairman would be elected. The basic membership would consist of three Zoo Board Members, three Staff, three Society, and two Foundation members, although additional members might be appointed. Dr. Seal has indicated that Bob Ferguson, Mary Ann Scroggins, and Sandra Stokesbary would represent the Board. From the Zoo Staff, John Mehrtens, Bev Rongren and one additional would be selected by John, would serve. It is my understanding that Paul Freeman will appoint three Society Members Thursday night, and we should contact the Foundation relative to their two appointments and try to hold an initial meeting during the week of the 13th.

cc: Bev Rongren
Vern Plucker

DDB/pc

FOX RIVER BOND
25% COTTON



STATE OF MINNESOTA

*Office Memorandum*DEPARTMENT Concessions

TO : Don Bridgwater

DATE: Jan. 25, 1978

FROM : Vern Plucker *Vern*

PHONE: Ext. 118

SUBJECT: MZS Reciprocal Agreement Membership Passes

These concerns, I believe, must be discussed with the MZS in regards to the membership passes and the operation of our admissions function.

I strongly recommend that the Society consider using plastic laminated cards for the various categories of memberships. I must have a hard copy record to maintain control on our admission personnel and accountability to the Society and Legislative Audit Committee.

The admission cashiers would take the members plastic card and imprint onto a three (3) part form, of which one copy would be given to the member as a receipt and one (1) copy sent to the Society at the end of each month as per agreement specifications.

I would also suggest that for all other pre-opening events sponsored by the Society, that they consider using a perforated ticket. This method would allow us to train our admissions personnel to interface with the public and operation of our electronic cash registers.

I am including some examples of ticket formats that might be helpful in discussing the ticket issue.

I would appreciate being kept informed as the Society progresses on this issue because we are about to finalize the keyboard on the cash registers and this would definitely have an impact on our record keeping formats.

VP/jmn

Enclosure

cc: John Mehrtens
Bev Rongren

A	GATE	SEC.	ROW	SEAT	I.H.S.A.A. SEMI-STATE TOURNAMENT	
					LAFAYETTE MACKAY ARENA PURDUE UNIVERSITY	SATURDAY, MARCH 20, 1976 Aft. Session, 12:00 and 1:30 P.M. Evening Session at 8:15 P.M.
A	GATE	SEC.	ROW	SEAT	I.H.S.A.A. SEMI-STATE TOURNAMENT	
					LAFAYETTE MACKAY ARENA PURDUE UNIVERSITY	SATURDAY, MARCH 20, 1976 Aft. Session, 12:00 and 1:30 P.M. Evening Session at 8:15 P.M.
					IN CASE OF POSTPONEMENT NO REFUND ON TICKETS	
					SEASON TICKET \$4.50	
					SINGLE SESSION \$2.75	
					SEASON TICKET \$4.50	
					IN CASE OF POSTPONEMENT NO REFUND ON TICKETS	

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12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9000

May 22, 1978

Mr. Rick Slowes
Attorney General's Office
303 Capitol Square Building
St. Paul, Minn. 55155

Subject: MZG/MZS Reciprocal Agreement

Dear Rick:

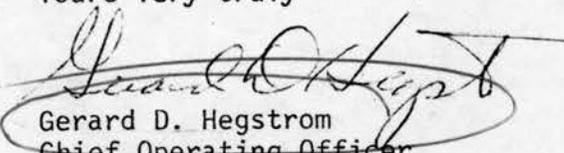
This will confirm my telephone conversation with you regarding the status of the MZG/MZS Reciprocal Agreement. I advised you that there was an agreement approved by the Board in 1977 that outlined in general terms the relationships between the parties. It is our intention to continue operating under that agreement until this revision is complete. We anticipate that with this revision we would make it effective as of January 1, 1978 when the volunteer hours began to be charged.

I am enclosing herewith a copy of that earlier contract. 7/19/77

I am also enclosing herewith a copy of the revised draft of the proposed "Definitions".

Your assistance in correlating the concept of the prior agreement and securing the more specific terms intended in this contract will be much appreciated. If you have questions, please contact me.

Yours very truly


Gerard D. Hegstrom
Chief Operating Officer

GDH:pn

Enclosures (2)

cc: Bev Rongren
Don Bridgwater
Paul Freeman

P.S. It is my understanding that there has been some question about being able to store Zoo owned materials at the Society office in downtown St. Paul. I would like to be sure that we can clarify this since the use of presentation materials by the volunteers in making speaker's presentation is extremely important. It is difficult for such materials to be available only at the Zoo site.

"DRAFT"

DEFINITIONS

1. "Volunteer" shall mean any person acting on behalf of the Board under the supervision of the MZG staff in an official, assigned capacity, without financial compensation from the Board.
2. "ZooVAP" shall mean the zoo volunteer activities program, organized and directed by MZG staff to train, maintain, and use volunteers.
3. "Society member" shall mean any person officially enrolled as a paid contributor to the Society under the categories of Society membership. Membership status for purposes of free entry to the admission area shall be established solely by presentation at the gate of a valid membership card issued by the Society. The form of such card shall have been reviewed and authorized by the Board prior to issuance by the Society.
4. "Society Membership Categories" shall mean the categories of paid contributors to the Society. They shall be as determined from time to time by the Society, provided that any membership category permitting free or reduced cost entry to the Zoo shall require prior review and authorization by the Board. The categories are currently as follows:
 - A. "Individual Membership" shall mean the level of contribution required for membership participation by only one individual, and permitting free entry to the Zoo admittance area for one individual by presentation of membership card at the Zoo ticketing entries.
 - B. "Family Membership" shall mean the level of contribution required for membership participation and free entry by an entire family, consisting of a single household unit of related individuals.
 - C. "Supporting Membership" shall mean the level of contribution required for membership participation and free entry by an entire family as defined above, as well as the additional benefit of six (6) guest passes.
 - D. "Patron Membership" shall mean the level of contribution required for membership participation and free entry by an entire family as defined above, as well as the additional benefit of twenty (20) guest passes.
 - E. No free entry shall be granted for memberships which are not current.
 - F. "Limited Society Membership" shall mean that level of contribution which permits Society membership, but excludes free entry to the Zoo.

- G. "Honorary" shall mean membership at no cost to the individual which has no fees attached, and provides no free access unless there is financial support by the Society at one of the paid membership levels.
5. "Guest Passes" shall mean any document or ticket authorized and distributed by the Society as an additional membership benefit, provided the use and form of any such passes shall have been previously reviewed and authorized by the Board.
6. "Usage at the Gate" shall mean the presentation and tabulation at the Zoo ticketing entries of membership cards or guest passes entitling those persons to free entry.
7. "Gate Admissions" shall mean the persons authorized to enter the Zoo admissions area by reason of payment of gate charges or presentation of authorized passes. They shall be as determined from time to time by the Board; currently divided into the following categories:
- A. adult over 16
 - B. child 6 - 16
 - C. child 5 and under, free
8. "Volunteer Credit Hours" shall mean those hours of volunteer service qualified to be charged against this contract for the purpose of determining mutual contract obligations. The services qualified are as follows:
- A. All services rendered, after completion of the basic thirty (30) hour training class, which have been identified as support for Zoo operations and are assigned by the MZG staff, both on and off site.
 - B. Basic training class hours are not chargeable against the contract.
 - C. Travel time to and from the Zoo is not chargeable against the contract.
 - D. Speaker's bureau presentations, as assigned by the MZG staff, is chargeable against the contract.
 - E. Time spent at the ZooVAP Steering Committee meetings is chargeable against the contract.
 - F. In Service training sessions of currently qualified volunteers are chargeable against the contract.
 - G. Other activities as authorized in writing by the MZG staff from time to time.

Minnesota
Zoological
Society



555 Wabasha Street
Saint Paul, Minnesota 55102
Telephone 612 222-1706

Memorandum to: Don Bridgewater
U. S. Seal

Subject: Meeting Thursday, April 20, 1978

Regarding: Reciprocal Agreement

I am writing this memorandum to generally summarize our discussion and how we will define a qualified volunteer hour. As we discussed, the following activities would constitute a qualified volunteer hour:

ZOOVAP on-site activity
ZOOVAP off-site activity
Minnesota Zoological Society Speaker's Bureau activity
Society member participation in the ZOC Committee
(Mary Carlson and Karla Williams)

As we discussed, these volunteer hours would start to count from January 1st, 1978.

In summary, I think we are all in agreement that qualified volunteer hours are those activities that are in support of the Garden and are activities that would be handled by staff if available.

Paul I. Freeman
President

PIF:mlp

Minnesota Zoological Society



555 Wabasha Street
Saint Paul, Minnesota 55102
Telephone 612 222-1706

Paul J. Freeman
President
Minneapolis

Bruce E. Douglass, M.D.
Vice-President
Rochester

Ellen L. Weingart, Ph.D.
Vice-President
New Brighton

Dennis P. Albrecht
Secretary
Saint Louis Park

Liza Nagle
Treasurer
Saint Paul

To: Minnesota Zoological Garden Board
From: Minnesota Zoological Society Board
Date: 7/19/77
Re: MZS/MZG Reciprocal Agreement Previously Approved

Dear Mr. Chairman,

This letter is in reference to the above mentioned reciprocal agreement approved by your Board of Directors on April 29, 1977. The concept which was developed and used in that agreement was attentive to three major considerations: the need to insure the MZG does not suffer any loss in admission revenue as a result of the Society usage at the gate, the need for the MZG and MZS to prepare a monthly financial statement as outlined in that agreement to allow for a dollar credit for volunteer hours and/or cash payments to offset Society usage at the gate, and the need of the MZS to meet its obligations to the MZG while maintaining financial stability. The acceptance of this agreement by both Boards confirms the support of the concept used in that agreement.

We are all aware that this agreement was created under the condition that the cost to enter the zoo would be \$3.50 for adults. The Society's liability to the zoo was based on the \$3.50 charge less a 20% group rate discount. It is now fact that for at least the first fiscal year, the admission price will be \$2.50 for adults rather than \$3.50. Due to this change there is a need to revise the numbers in the previously approved agreement to reflect this change. The Society's liability as outlined in that agreement should be based on the current admission charge of \$2.50.

Attached with this letter is a revised reciprocal agreement. The benefits, concept, and formulas remain the same as we believe they meet the needs of all concerned. The only change is the reduction of liability for Society usage, which will now be based on \$2.50 rather than \$3.50.

With the original agreement, the Society was anticipating a family membership of \$30.00. With this change we are contemplating dues of between \$25.00 and \$28.00, which will include other benefits which previously were not included. We feel a need to enhance our membership package which in turn will increase the revenue, through this agreement, to the zoo.

As you know, we are ready to launch a major membership drive. This cannot be started until this reciprocal agreement is revised and accepted by both Boards. It would be appreciated if we could get MZG Board approval at your July 29th meeting. If you have any questions, please contact Larry Freeman at 298-3795.

Sincerely,

Minnesota Zoological Society Board
Paul Freeman, President

cc: Larry Freeman
Bob Bonowitz
Don Bridgewater

**Minnesota
Zoological
Society**



555 Wabasha Street
Saint Paul, Minnesota 55102
Telephone 612 222-1706

Paul I. Freeman
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Vice-President
New Brighton

Dennis P. Albrecht
Secretary
Saint Louis Park

Liza Nagle
Treasurer
Saint Paul

MEMORANDUM OF UNDERSTANDING

To: Minnesota Zoological Board
From: Minnesota Zoological Society
Re: Reciprocal Agreement
Date: 7/19/77

Relationship, responsibilities, and benefits as outlined by the attached Reciprocal Agreement dated 7/19/77 have been approved by the Board of Directors of the Minnesota Zoological Society and the Minnesota Zoological Board.

President,
Minnesota Zoological Society

Chairperson,
Minnesota Zoological Board

Permanized
PLOVER BOND
25% COTTON FIBER
U.S.A.

MZS/MZG RECIPROCAL RELATIONSHIPA. BENEFITS TO THE MINNESOTA ZOOLOGICAL SOCIETY MEMBERSHIP

The Minnesota Zoological Society will obtain the following benefits in consideration of the agreements expressed in Sections C and D of this document.

1. Unlimited free admissions annually to the Zoo for each current paid-up Society Membership (excluding "limited" membership category).
2. Guest tickets as follows: 4 with a Sustaining Membership (\$50); 6 with a Supporting Membership (\$100); 20 with a Patron Membership (\$500).
3. Use of the Minnesota Zoological Garden on-site board room for regularly scheduled Society Board of Directors meetings when such use does not conflict with MZG usage (room use scheduled through IS&E Scheduler).
4. "Members Night" at the Zoo once a year. The Zoo would be reserved for only Society members at this time. This night would include free entry and a special tour and program at the Zoo. All entertainment, food, beverages, etc., would be paid for by the MZS.
5. Designated space on the Zoo site to organize volunteer activities shall be Room A121.
6. Zoo staff as resource people in membership activities.
7. Volunteers on duty will be admitted free along with gratis parking.

8. Special MZS "Zoo Tour Day" just prior to opening.

9. Effectivity:

- a. Items 1 and 2 become effective upon Zoo opening date.
- b. Items numbered 3, 4, 5, 6, and 7 become effective on or before Zoo opening.
- c. The above stated benefits do not accrue toward institutions, associations or group MZS memberships. Benefits for these must be individually recognized.

B. ANNUAL REVIEW

In order to insure equity, these benefits and financial relationships will be reviewed on an annual basis. To accomplish this, accurate records will be maintained to determine 1) numbers of MZS admissions at the gate; and 2) number of volunteer hours accrued during each year. The review should be accomplished by June 1 of each year beginning June 1, 1979.

C. RECIPROCAL RELATIONSHIP CONSIDERATIONS

The aforesated benefits have been developed after careful consideration of:

1. The need to insure that the MZG does not suffer any loss in admission revenue as a result of the Society usage at the gate.
2. The need for the MZG and MZS to prepare a monthly financial statement as per Exhibits A-E. This procedure allows for a dollar credit for volunteer hours and/or cash payments to offset Society usage at the gate.
3. The desire of the MZS to meet its obligations to the MZG while maintaining financial stability.

4. The following conditions established by the two organizations:

a. Full dollar credit (based upon a rate of \$3.25* per hour) for all ZOOVAP volunteer hours will be credited to the Society. This credit will be for every volunteer working on and in support of ZOOVAP activities whether or not a Society member.

b. For the first year, usage by Society members at the Zoo gate will be based on the averages developed by the MZG as follows:

1) Family through Patron Memberships - two adults and one child visiting the Zoo twice a year = \$12.50 of usage.

2) Individual Memberships - one adult visiting the Zoo twice a year = \$5.00 of usage.

3) Limited Memberships = no usage and no Zoo benefits.

c. All Society member admissions will be calculated using the MZG established group admission charge (20% less than the general admission charge): i.e., the Society, based upon a 20% discount rate, would make the following payment to the MZG:

1) Family-Patron Memberships = \$10.00 (\$12.50 estimated usage less 20%)

2) Individual Memberships = \$4.00 (\$5.00 estimated usage less 20%)

* The \$3.25/hour figure is the rate of pay for a student/clerical/custodial/maintenance worker at step 03 of the State of Minnesota pay plan for the 46F classification as of January 5, 1977. The parties consider this to be an

equitable value for volunteer time since the majority of the volunteer efforts will be provided for para-professional services.

- d. The Society will reimburse the Zoo at the group rate adult admission fee for all guest passes received at the admission entrance and returned to the Society. Based upon a 20% group rate discount this would be \$2.00 per guest pass ($\$2.50 - 20\% = \2.00).
- e. Society membership cards shall be non-transferable and shall include the member's family size.

D. FINANCIAL RELATIONSHIPS

Financial statements (summarizing the new/renewal Society memberships, membership admissions, and volunteer time) will be prepared on a monthly basis.

Beginning thirty (30) days after Zoo opening, the Minnesota Zoological Society shall make a cash payment to the Minnesota Zoological Garden, based upon the figures delineated hereunder and in accordance with Exhibits A-E hereof, to pay for anticipated Society membership admissions: (This condition shall apply only to a membership issued prior to Zoo opening if the aforestated benefits apply to such membership).

1. Number of new/renewal Individual Society Memberships times \$4.00.
2. Number of all other new/renewal Society memberships (family, sustaining, supporting, and patron -- excluding limited memberships) times \$10.00.
3. Number of guest passes returned to the Society times \$2.00.
4. The total number of ZOOVAP volunteer hours provided during the month (beginning January 1, 1978 for the first accounting).

Volunteer hours, valued at \$3.25/hour, will be used as an offset for the unlimited admission benefit liability as outlined in items 1, 2, and 3, and as set forth in the attached examples.

Subsequent to Zoo opening and continuing monthly thereafter, a similar settlement will be made to the MZG to cover all new/renewal memberships issued during the reported monthly period.

Additionally, records will be maintained to determine:

The number of times a Society membership card is used for obtaining admittance to the Zoo. Records will be kept covering adult admissions, child admissions, and guest passes.

In a given month, if the value of volunteer time and cash payments made by the Society exceed the total value of estimated admissions based on MZG estimated usage, the balance shall be carried forward to offset subsequent membership/pass admissions in subsequent months.

At the end of the fiscal year, an accounting will take place to determine whether the MZG was reimbursed in full for any and all persons admitted to the Zoo by presentation of an MZS membership card or guest pass issued by the MZS. If not, both parties will evaluate to equate the differences and establish the basis for the reciprocal relationship for the following year.

The Society, at its option and acting to accomplish its goals and objectives, may present an additional cash donation to the Zoo at the end of each of its fiscal years, or at such other time at the discretion of the Society.

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENTEXAMPLE May, 1978

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
1. Membership Income			
a. Individual	1500	\$ 4.00	\$ 6,000
b. Family-Patron	2500	10.00	25,000
c. TOTAL			\$31,000
2. Volunteer Credit Income			
a. Current Month	500	\$ 3.25	\$ 1,625
b. Carried Forward (Previous Months)			-0-
c. TOTAL			\$ 1,625 *
3. Cash Disbursement - MZS to MZG (CR is credit of volunteer hours to carry forward)			\$29,375 *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$31,000 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE May, 1978

	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Membership Admission Costs			
Adult	4,000	\$2.00	\$ 8,000
Children	2,000	1.00	2,000
Guests	100	2.00	200
Total Usage			\$10,200 *
Income/Cost Summary			
Income to MZG - Carry Forward	\$ -0-		
Income to MZG - Current Month	31,000		
Income to MZG - TOTAL		\$31,000 *	
Actual Admission Cost - Carry	\$ -0-		
Actual Admission Cost - Current	10,200		
Actual Admission Cost - TOTAL		\$10,200 *	
TOTAL TO BE CARRIED FORWARD		\$20,800 **	

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT
 EXAMPLE June, 1978

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
1. Membership Income			
a. Individual	300	\$4.00	\$ 1,200
b. Family-Patron	500	10.00	5,000
c. TOTAL			\$ 6,200
2. Volunteer Credit Income			
a. Current Month	1000	\$ 3.25	\$ 3,250
b. Carried Forward (Previous Months)			-0-
c. TOTAL			\$ 3,250 *
3. Cash Disbursements- MZS to MZG (CR is credit of volunteer hours to carry forward)			\$ 2,950 *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 6,200 **

STATEMENT OF FINANCIAL POSITION
 (usage - actual vs. estimated)
 EXAMPLE June, 1978

	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Membership Admission Costs			
Adult	4,000	\$ 2.00	\$ 8,000
Children	2,000	1.00	2,000
Guests	100	2.00	200
Total Usage			\$10,200 *
Income/Cost Summary			
Income to MZG - Carry Forward	\$31,000		
Income to MZG - Current Month	6,200		
Income to MZG - TOTAL		\$37,200 *	
Actual Admission Cost - Carry	\$10,200		
Actual Admission Cost - Current	10,200		
Actual Admission Cost - TOTAL		\$20,400 *	
TOTAL TO BE CARRIED FORWARD		\$16,800 **	

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT

EXAMPLE July, 1978

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
1. Membership Income			
a. Individual	200	\$ 4.00	\$ 800
b. Family-Patron	400	10.00	4,000
c. TOTAL			4,800 *
2. Volunteer Credit Income			
a. Current Month	2000	\$ 3.25	\$ 6,500
b. Carried Forward (Previous Months)			-0-
c. TOTAL			\$ 6,500 *
3. Cash Disbursement - MZS to MZG (CR is credit of volunteer hours to carry forward)			\$ 1,700 CR *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 4,800 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE July, 1978

	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Membership Admission Costs			
Adult	3,000	\$ 2.00	\$ 6,000
Children	1,000	1.00	1,000
Guests	50	2.00	100
Total Usage			\$ 7,100 *
Income/Cost Summary			
Income to MZG - Carry Forward	\$37,200		
Income to MZG - Current Month	4,800		
Income to MZG - TOTAL		\$42,000 *	
Actual Admission Cost - Carry	\$20,400		
Actual Admission Cost - Current	7,100		
Actual Admission Cost - TOTAL		\$27,500 *	
TOTAL TO BE CARRIED FORWARD		\$14,500 **	

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT
 EXAMPLE August, 1978

1. Membership Income	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
a. Individual	200	\$ 4.00	\$ 800
b. Family-Patron	500	10.00	5,000
c. TOTAL			\$ 5,800 *
2. Volunteer Credit Income			
a. Current Month	1500	\$ 3.25	\$ 4,875
b. Carried Forward (Previous Months)			1,700
c. TOTAL			\$ 6,575 *
3. Cash Disbursement - MZS to MZG (CR is credit of volunteer hours to carry forward)			\$ 775 CR *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 5,800 **

STATEMENT OF FINANCIAL POSITION
 (usage - actual vs estimated)
 EXAMPLE August, 1978

Membership Admission Costs	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Adult	2,000	\$ 2.00	\$ 4,000
Children	1,000	1.00	1,000
Guests	50	2.00	100
Total Usage			\$ 5,100 *
Income/Cost Summary			
Income to MZG - Carry Forward	\$42,000		
Income to MZG - Current Month	5,800		
Income to MZG - TOTAL		\$47,800 *	
Actual Admission Cost - Carry	\$27,500		
Actual Admission Cost - Current	5,100		
Actual Admission Cost - TOTAL		\$32,600 *	
TOTAL TO BE CARRIED FORWARD		\$15,200 **	

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT
 EXAMPLE September, 1978

1. Membership Income	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
a. Individual	200	\$ 4.00	\$ 800
b. Family-Patron	200	10.00	2,000
c. TOTAL			\$ 2,800 *
2. Volunteer Credit Income			
a. Current Month	2000	\$ 3.25	\$ 6,500
b. Carried Forward			\$ 775 CR *
c. TOTAL			\$ 7,275 *
3. Cash Disbursement - MZS to MZG (CR is credit of volunteer hours to carry forward)			\$ 4,475 CR *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 2,800 **

STATEMENT OF FINANCIAL POSITION
 (usage - actual vs estimated)
 EXAMPLE September, 1978

Membership Admission Costs	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Adult	3,000	\$ 2.00	\$ 6,000
Children	1,000	1.00	1,000
Guests	100	2.00	200
Total Usage			\$ 7,200 *
Income/Cost Summary			
Income to MZG - Carry Forward	\$47,800		
Income to MZG - Current Month	2,800		
Income to MZG - TOTAL		\$50,600 *	
Actual Admission Cost - Carry	\$32,600		
Actual Admission Cost - Current	7,200		
Actual Admission Cost - TOTAL		\$39,800 *	
TOTAL TO BE CARRIED FORWARD		\$10,800 **	

* NOTE - (COLUMNARY DEFINITION)

1. Number of memberships received during the month -
or
Number of ZOOVAP volunteer hours provided during the month.
2. MZG share of membership fee based on estimated usage (fee may change when group rate discount is confirmed).

Value of a volunteer hour.
3. Total MZG income from membership fees for the month -
or
Total volunteer credit value for the month.

* NOTE - (LINEAR DEFINITION)

3. Cash Disbursement MZS to MZG is calculated by subtracting the total volunteer credit income from the total membership income. If volunteer credit income exceeds total membership income (resulting in a credit balance) the credit balance is carried forward to be applied in subsequent month until the cash disbursement is a debit balance.
4. Total Monthly Contributions is the sum of total membership income and total volunteer credit income applied to the current month. Excess volunteer credit income is not reflected until it is applied to offset estimated monthly usage.

* NOTE - Columnar Definitions

- A. Number of MZS member admissions recorded during the month.
- B. Group rate admission price.
- C. Total admission costs for the month (linear definition).

"TOTALS TO BE CARRIED FORWARD" represents an accounting entry to reflect the difference between MZG actual income (cash and volunteer hour credit) and actual admission cost. A positive amount reflects that MZG income from MZS exceeds actual admission costs. A negative amount (CR) indicates that admission costs exceed MZG income.

4/6/77

Adopted
4/29/77

MZS/MZG RECIPROCAL RELATIONSHIP

A. BENEFITS TO THE MINNESOTA ZOOLOGICAL SOCIETY MEMBERSHIP

The Minnesota Zoological Society will obtain the following benefits in consideration of the agreements expressed in Sections C and D of this document.

1. Unlimited free admissions annually to the Zoo for each current paid up Society Membership (excluding "limited" membership category).
2. Guest tickets as follows: 4 with a Sustaining Membership (\$50); 6 with a Supporting Membership (\$100); 20 with a Patron Membership (\$500).
3. Use of the Minnesota Zoological Garden on-site board room for regularly scheduled Society Board of Director meetings when such use does not conflict with MZG usage (room use scheduled through IS&E Scheduler).
4. "Members Night" at the Zoo once a year. The Zoo would be reserved for only Society members at this time. This night would include free entry and a special tour and program at the Zoo. All entertainment, food, beverages, etc. would be paid for by the MZS.
5. Designated space on the Zoo site to organize volunteer activities shall be Room A121.
6. Zoo staff as resource people in membership activities.
7. Volunteers on duty will be admitted free along with gratis parking.

8. Special MZS "Zoo Tour Day" just prior to opening.

9. Effectivity:

- a. Items 1 and 2 become effective upon Zoo opening date.
- b. Items numbered 3, 4, 5, 6, 7, and 8 become effective on or before Zoo opening.
- c. The above stated benefits do not accrue toward institutions, associations or group MZS memberships. Benefits for these must be individually recognized.

B. ANNUAL REVIEW

In order to insure equity, these benefits and financial relationships will be reviewed on an annual basis. To accomplish this, accurate records will be maintained to determine 1) numbers of MZS admissions at the gate; and 2) number of volunteer hours accrued during each year. The review should be accomplished by June 1 of each year beginning June 1, 1979.

C. RECIPROCAL RELATIONSHIP CONSIDERATIONS

The aforestated benefits have been developed after careful consideration of:

1. The need to insure that the MZG does not suffer any loss in admission revenue as a result of the Society usage at the gate.
2. The need for the MZG and the MZS to prepare a monthly financial statement as per Exhibits A-E. This procedure allows for a dollar credit for volunteer hours and/or cash payments to offset Society usage at the gate.
3. The desire of the MZS to meet its obligations to the MZG while maintaining financial stability.

4. The following conditions established by the two organizations:
 - a. Full dollar credit (based upon a rate of \$3.25* per hour) for all ZOOVAP volunteer hours will be credited to the Society. This credit will be for every volunteer working on and in support of ZOOVAP activities whether or not a Society member.
 - b. For the first year, usage by Society members at the Zoo gate will be based on the averages developed by the MZG as follows:
 1. Family through Patron memberships - two adults and one child visiting the Zoo twice a year = \$16.50 of usage.
 2. Individual memberships - one adult visiting the Zoo twice a year = \$7.00 of usage.
 3. Limited memberships = no usage and no Zoo benefits.
 - c. All Society member admissions will be calculated using the MZG established group admission charge (expected to be 15-20% less than the general admission charge): i.e., the Society, based upon a 20% discount rate, would make the following payment to the MZG:
 1. Family-Patron memberships = \$13.20.
 2. Individual memberships = \$5.60.

* The \$3.25/hour figure is the rate of pay for a student/clerical/custodial/maintenance worker at step 03 of the State of Minnesota pay plan for the 46F classification as of January 5, 1977. The parties consider this to be an equitable value for volunteer time since the majority of the volunteer efforts will be provided for para-professional services.

- d. The Society will reimburse the Zoo at the group rate adult admission fee for all guest passes received at the admission entrance and returned to the Society. Based upon a 20% group rate discount this would be \$2.80 per guest pass ($\$3.50 - 20\% = \2.80).
- e. Society membership cards shall be non-transferable and shall include the member's family size.

D. FINANCIAL RELATIONSHIPS

Financial statements (summarizing the new/renewal Society memberships, membership admissions, and volunteer time) will be prepared on a monthly basis.

Beginning thirty (30) days after Zoo opening, the Minnesota Zoological Society shall make a cash payment to the Minnesota Zoological Garden, based upon the figures delineated hereunder and in accordance with Exhibits A-E hereof, to pay for anticipated Society membership admissions: (This condition shall apply only to a membership issued prior to Zoo opening if the aforestated benefits apply to such membership).

1. Number of new/renewal Individual Society memberships times \$5.60.
2. Number of all other new/renewal Society memberships (family, sustaining, supporting and patron -- excluding limited memberships) times \$13.20.
3. Number of guest passes returned to the Society times \$2.80.
4. The total number of ZOOVAP volunteer hours provided during the month (beginning January 1, 1978 for the first accounting). Volunteer hours, valued at \$3.25/hour, will be used as an

offset for the unlimited admission benefit liability as outlined in items 1, 2, and 3 and as set forth in the attached examples.

Subsequent to Zoo opening and continuing monthly thereafter, a similar settlement will be made to the MZG to cover all new/renewal memberships issued during the reported monthly period.

Additionally, records will be maintained to determine:

The number of times a Society membership card is used for obtaining admittance to the Zoo. Records will be kept covering adult admissions, child admissions, and guest passes.

In a given month, if the value of volunteer time and cash payments made by the Society exceed the total value of estimated admissions based on MZG estimated usage, the balance shall be carried forward to offset subsequent membership/pass admissions in subsequent months.

At the end of the fiscal year, an accounting will take place to determine whether the MZG was reimbursed in full for any and all persons admitted to the Zoo by presentation of an MZS membership card or guest pass issued by the MZS. If not, both parties will evaluate to equate the differences and establish the basis for the reciprocal relationship for the following year.

The Society, at its option and acting to accomplish its goals and objectives, may present an additional cash donation to the Zoo at the end of each of its fiscal years or at such other time at the discretion of the Society.

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT

EXAMPLE May, 1978

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
1. Membership Income			
a. Individual	1500	\$ 5.60	\$ 8,400
b. Family-Patron	2500	13.20	33,000
c. TOTAL			\$41,400 *
2. Volunteer Credit Income			
a. Current Month	500	\$ 3.25	\$ 1,625
b. Carried Forward (Previous Months)			-0-
c. TOTAL			\$ 1,625 *
3. Cash Disbursement-MZS to MZG (CR is credit of volunteer hours to carry forward)			\$39,775 *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$41,400 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE May, 1978

	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Membership Admission Costs			
Adult	4,000	\$2.80	\$11,200
Children	2,000	1.00	2,000
Guests	100	2.80	280
Total Usage			\$13,480 *

Income/Cost Summary

Income to MZG - Carry Forward	\$ -0-	
Income to MZG - Current Month	\$41,400	
Income to MZG - TOTAL		\$41,400 *
Actual Admission Cost - Carry	\$ -0-	
Actual Admission Cost - Current	\$13,480	
Actual Admission Cost - TOTAL		\$13,480 *
TOTAL TO BE CARRIED FORWARD		\$27,920 **

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT

EXAMPLE June, 1978

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
1. Membership Income			
a. Individual	300	\$ 5.60	\$ 1,680
b. Family-Patron	500	13.20	6,600
c. TOTAL			\$ 8,280 *
2. Volunteer Credit Income			
a. Current Month	1000	\$ 3.25	\$ 3,250
b. Carried Forward (Previous Months)			-0-
c. TOTAL			\$ 3,250 *
3. Cash Disbursement-MZS to MZG (CR is credit of volunteer hours to carry forward)			\$ 5,030 *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 8,280 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE June, 1978

	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Membership Admission Costs			
Adult	4,000	\$ 2.80	\$11,200
Children	2,000	1.00	2,000
Guests	100	2.80	280
Total Usage			\$13,480 *

Income/Cost Summary

Income to MZG - Carry Forward	\$41,400	
Income to MZG - Current Month	\$ 8,280	
Income to MZG - TOTAL		\$49,680 *
Actual Admission Cost - Carry	\$13,480	
Actual Admission Cost - Current	\$13,480	
Actual Admission Cost - TOTAL		\$26,960 *
TOTAL TO BE CARRIED FORWARD		\$22,720 **

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT

EXAMPLE July, 1978

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
1. Membership Income			
a. Individual	200	\$ 5.60	\$ 1,120
b. Family-Patron	400	13.20	5,280
c. TOTAL			\$ 6,400 *
2. Volunteer Credit Income			
a. Current Month	2000	\$ 3.25	\$ 6,500
b. Carried Forward (Previous Months)			-0-
c. TOTAL			\$ 6,500 *
3. Cash Disbursement - MZS-MZG (CR is credit of volunteer hours to carry forward)			\$ 100 CR *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 6,400 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE July, 1978

	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Membership Admission Costs			
Adult	3,000	\$ 2.80	\$ 8,400
Children	1,000	1.00	1,000
Guests	50	2.80	140
Total Usage			\$ 9,540 *
Income/Cost Summary			
Income to MZG - Carry Forward	\$49,400		
Income to MZG - Current Month	\$ 6,400		
Income to MZG - TOTAL			\$55,800 *
Actual Admission Cost - Carry	\$26,960		
Actual Admission Cost - Current	\$ 9,540		
Actual Admission Cost - TOTAL			\$36,500 *
TOTAL TO BE CARRIED FORWARD			\$19,300 **

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT

EXAMPLE August, 1978

1. Membership Income	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
a. Individual	200	\$ 5.60	\$ 1,120
b. Family-Patron	500	13.20	6,600
c. TOTAL			\$ 7,720 *
2. Volunteer Credit Income			
a. Current Month	1500	\$ 3.25	\$ 4,875
b. Carried Forward (Previous Months)			100
c. TOTAL			\$ 4,975 *
3. Cash Disbursement-MZS to MZG (CR is credit of volunteer hours to carry forward)			\$ 2,745 *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 7,720 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE August, 1978

Membership Admission Costs	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Adult	2,000	\$ 2.80	\$ 5,600
Children	1,000	1.00	1,000
Guests	50	2.80	140
Total Usage			\$ 6,740 *

Income/Cost Summary

Income to MZG - Carry Forward	\$55,800	
Income to MZG - Current Month	\$ 7,720	
Income to MZG - TOTAL		\$63,520 *
Actual Admission Cost - Carry	\$36,500	
Actual Admission Cost - Current	\$ 6,740	
Actual Admission Cost - TOTAL		\$43,240 *
TOTAL TO BE CARRIED FORWARD		\$20,280 **

ATTACHMENT TO MZS/MZG RECIPROCAL RELATIONSHIP DOCUMENT

EXAMPLE September, 1978

1. Membership Income	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>
a. Individual	200	\$ 5.60	\$ 1,120
b. Family-Patron	200	13.20	2,640
c. TOTAL			\$ 3,760 *
2. Volunteer Credit Income			
a. Current Month	2,000	\$ 3.25	\$ 6,500
b. Carried Forward (Previous Months)			-0-
c. TOTAL			\$ 6,500 *
3. Cash Disbursement-MZS to MZG (CR is credit of volunteer hours to carry forward)			\$ 2,740 CR *
4. Total Monthly Contribution (Cash & Volunteer Hours)			\$ 3,760 **

STATEMENT OF FINANCIAL POSITION

(usage - actual vs estimated)

EXAMPLE September, 1978

Membership Admission Costs	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>
Adult	3,000	\$ 2.80	\$ 8,400
Children	1,000	1.00	1,000
Guests	100	2.80	280
Total Usage			\$ 9,680 *
Income/Cost Summary			
Income to MZG - Carry Forward		\$63,520	
Income to MZG - Current Month		\$ 3,760	
Income to MZG - TOTAL			\$67,280 *
Actual Admission Cost - Carry		\$43,240	
Actual Admission Cost - Current		\$ 9,680	
Actual Admission Cost - TOTAL			\$52,920 *
TOTAL TO BE CARRIED FORWARD			\$14,360 **

* NOTE - (COLUMNARY DEFINITION)

1. Number of memberships received during the month -
or
Number of ZOOVAP volunteer hours provided during the month.
2. MZG share of membership fee based on estimated usage (fee may change when group rate discount is confirmed).

Value of a volunteer hour.
3. Total MZG income from membership fees for the month -
or
Total volunteer credit value for the month.

*NOTE - (LINEAR DEFINITION)

3. Cash Disbursement MZS to MZG is calculated by subtracting the total volunteer credit income from the total membership income. If volunteer credit income exceeds total membership income (resulting in a credit balance) the credit balance is carried forward to be applied in subsequent month until the cash disbursement is a debt balance.
4. Total monthly contributions is the sum of total membership income and total volunteer credit income applied to the current month. Excess volunteer credit income is not reflected until it is applied to offset estimate monthly usage.

*Note - Columnar Definitions

- A. Number of MZS member admission recorded during the month.
- B. Group rate admission price (rate may change when group rates are confirmed).
- C. Total admission costs for the month (linear definitions).

"TOTALS TO BE CARRIED FORWARD" represents an accounting entry to reflect the difference between MZG actual income (cash and volunteer hour credit) and actual admission cost. A positive amount reflects that MZG income from MZS exceeds actual admission costs. A negative amount (CR) indicates that admission costs exceeds MZG income.



12101 Johnny Cake Ridge Road
Apple Valley, MN 55124
612/432-9000

ED. Signed & Reply attached
"ZooVAP" and reciprocity agreements

April 8, 1977

To MZG Board Members:

Enclosed herewith are copies of two documents which were developed by Zoo Staff in concert with representatives of the Minnesota Zoological Society.

The documents, entitled "MZG Zoo Volunteer Activity Program (ZooVAP) Selection, Development, Organization and Coordination Policy" and "MZS/MZG Reciprocal Relationship", cover volunteer organization and implementation policies and guidelines and financial considerations related to benefits which the Society would be receiving in return for these considerations, plus their volunteer efforts.

These two items were:

1. Presented to the Operation and Personnel Committee on March 31, 1977. The Committee unanimously recommended that they be presented to the full Board for approval, subject to legal review and adoption by the MZS.
2. Presented to the Minnesota Zoological Society Board at its meeting on Thursday, April 7, 1977. The Society Board accepted them as presented herein.
3. Forwarded to Peder Hong, Special Assistant, Attorney General's Office for review. He responded by stating that the documents are consistent with the Board's authority.

Thus, the two actions requested by the Operation and Personnel Committee have been completed.

Please review carefully and note any questions you may have prior to the April 29th Board meeting, at which time both documents will be presented for discussion and Board approval.

** This agreement has been superseded by the attached formal contract.*

MZG ZOO VOLUNTEER ACTIVITY PROGRAM (ZooVAP)

SELECTION, DEVELOPMENT, ORGANIZATION AND COORDINATION POLICY

PURPOSE: The purpose of this policy is to insure that the MZG has and maintains a well-organized, knowledgeable and highly motivated corps of volunteers to assist the zoological garden in accomplishing its objectives. This includes, but is not limited to, assistance in the children's zoo, with classroom and laboratory activities, as informed guides for group learning excursions, as well as providing services for concessions and other operational areas in need of volunteer assistance.

DEFINITIONS: For purposes of clarification, the following definitions have been established.

- A. The Zoo Volunteer Activities Program Committee (ZooVAP), chaired by the MZG Volunteer Activities Director and responsible to the Director of IS&E, shall be responsible for:
 1. Coordinating all volunteer efforts with the Volunteer Services Steering Committee of MZS.
 2. Providing advice and recommendations to the Director of IS&E and to the Zoo Volunteer Activities Director relative to the day-to-day administration of the volunteer corps (including, but not limited to, such things as personnel selection, training, scheduling and evaluation).
- B. The Volunteer Services Steering Committee (VSSC), a committee responsible to the Board of the Minnesota Zoological Society, shall have as its primary responsibilities:
 1. The recruitment and screening of volunteers for all society volunteer efforts.
 2. The obligation to provide recommendation and counsel to the ZooVAP Committee relative to major policies and procedures governing the Volunteer Services relationships between the MZS and the MZG.
 3. The development, training and nurturing of the Society's ZooVAP Volunteer pool as well as general volunteer services for the Society.
 4. The obligation to provide from its zoo volunteer pool ZooVAP volunteer corps members in sufficient quantity to insure (in conjunction with independent, non-Society, ZooVAP volunteers) a stable and competent volunteer corps.
- C. The Zoo Volunteer Corps consists of those qualified volunteers assigned to provide volunteer services to the MZG in accomplishing its programs. Such volunteers may have "provisional" or "active" status.
- D. The Society ZooVAP volunteer pool consists of all the Society volunteers who have been trained and enrolled as qualified zoo volunteers.

4/6/77

POLICY: It shall be the policy of the zoological garden that:

1. The IS&E Department (Interpretive Services and Education) shall be responsible for organizing and directing all ZooVAP efforts through its Volunteer Activities Director. Such IS&E efforts shall be coordinated with other MZG departments to insure that they have a ready resource to accomplish their objectives.
2. The IS&E Department shall be responsible for structuring and managing the zoo volunteer program. The MZG shall develop the volunteer corps in conjunction with the MZS, but Society membership shall not be a prerequisite for acceptance into the zoo volunteer program. Upon successful completion and passing of required courses, the candidate will become a member of the active volunteer corps. All non-Society volunteers will be encouraged to join the MZS.
3. In general, all ZooVAP classes shall be conducted at the zoo site by zoo personnel and selected guest instructors.
4. Day-to-day guidance of and liaison with ZooVAP members will be under the direction of the IS&E Volunteer Activities Director.
5. It is understood that the Minnesota Zoological Society shall be primarily responsible for initial recruitment and selection of volunteers coming from the Society. Final screening of such volunteers shall be accomplished jointly by ZooVAP and VSSC.
6. Zoo Volunteer Corps organizational development and committee structure shall be the responsibility of the Zoo Volunteer Activity Program Committee under the direction of the MZG Director of IS&E.
7. The Zoo Volunteer Activity Program Committee, chaired by the IS&E Volunteer Activities Director, will be comprised of key volunteer leaders including a designee of the MZS Board, selected MZG staff members and the Director of the IS&E Department. Formal organization, membership and structuring, and operations of the committee shall be determined by the above stated representatives through regularly held meetings.
8. All ZooVAP policies, procedures and materials will be approved by the MZG General Director or his designee prior to use and/or dissemination.
9. Development and maintenance of high quality training programs and standards for evaluation of volunteer competence as it relates to content of the training program is essential and shall be a responsibility of IS&E, with input from VSSC and ZooVAP. Volunteers failing to meet those standards shall be required to repeat the training program and pass evaluation before being accepted into the active corps.
10. Development of minimum yearly time commitments and guidelines for zoo volunteer conduct is also essential and should be the responsibility of ZooVAP.
11. A volunteer shall, should performance be deemed unsatisfactory by the Volunteer Activities Director, be apprised of the need to improve performance.
12. Volunteers will be required to reimburse the MZG for the cost of training materials, which they retain upon completion of training.

GENERAL INFORMATION

The following information and guidelines, presented hereunder for purposes of demonstrating a cohesive MZS-MZG policy relative to volunteer efforts, have been developed by the Minnesota Zoological Society in concert with the Minnesota Zoological Garden.

RESPONSIBILITY OF THE MZG

1. All Volunteer Services Steering Committee policies, procedures and materials regarding the MZG will be approved by the MZG General Director or his designee prior to use and/or dissemination.
2. The MZG will allow free entrance and parking to trainees and working Volunteers Corps members.
3. Each volunteer will sign in and out when reporting for duty. The scheduler will be responsible for maintenance of volunteer sign-in and sign-out. Monthly summaries will be made available to MZS and MZG.

RESPONSIBILITY OF THE MZS

4. The portion of the Volunteer Corps training regarding the Society, its activities and other pertinent information is the province of the Society to develop and communicate and/or teach.

RESPONSIBILITY OF THE VOLUNTEER SERVICES STEERING COMMITTEE (VSSC)

5. The Volunteer Services Steering Committee shall be primarily responsible for initial recruitment and selection of volunteers.
6. The Volunteer Services Steering Committee will be comprised of key volunteer leaders, appointee(s) of the Director of the IS&E Department, and the appointee(s) of the MZS Board.
7. The formal organization and membership and the structuring and operations of this committee shall be determined by the members through regularly held meetings.
8. Recommendations relative to standards for yearly commitments of zoo volunteers, evaluation of activities (other than regarding technical information) and recognition for services rendered shall be among the tasks of this committee.
9. Organization of the Society's overall Volunteer Corps shall be the province of this committee.
10. Particulars of dress, identification, procedures, etc. related to the Society, other than ZooVAP activities, shall be the province of the VSS Committee.

THE ZOO VOLUNTEER CORPS MEMBER

11. The individual volunteer shall be responsible for fees or costs incurred in training.
12. A volunteer may, at any time, request a change in assignment. Such request shall be reviewed with the Volunteer Activities Director, who shall attempt to honor the request.
13. Should a volunteer not be reassigned upon request, or should the volunteer's performance fall below established standards, the volunteer or the ZooVAP/VSSC shall initiate a review to determine appropriate action. In any case, no volunteer shall be dismissed or reassigned without a thorough review.
14. The active Zoo Volunteer Corps member (defined as having passed MZG requirements and a trial period and evaluation), who is also a member of the Society, may at any time enter into other Society activities.
15. Retention on the Active Corps roster will be determined by the individual's meeting minimum hours of volunteering, and acceptable standards of work.
16. A person may become inactive from the Corps and later be reinstated to active membership upon completion of updating and/or retraining and evaluation.

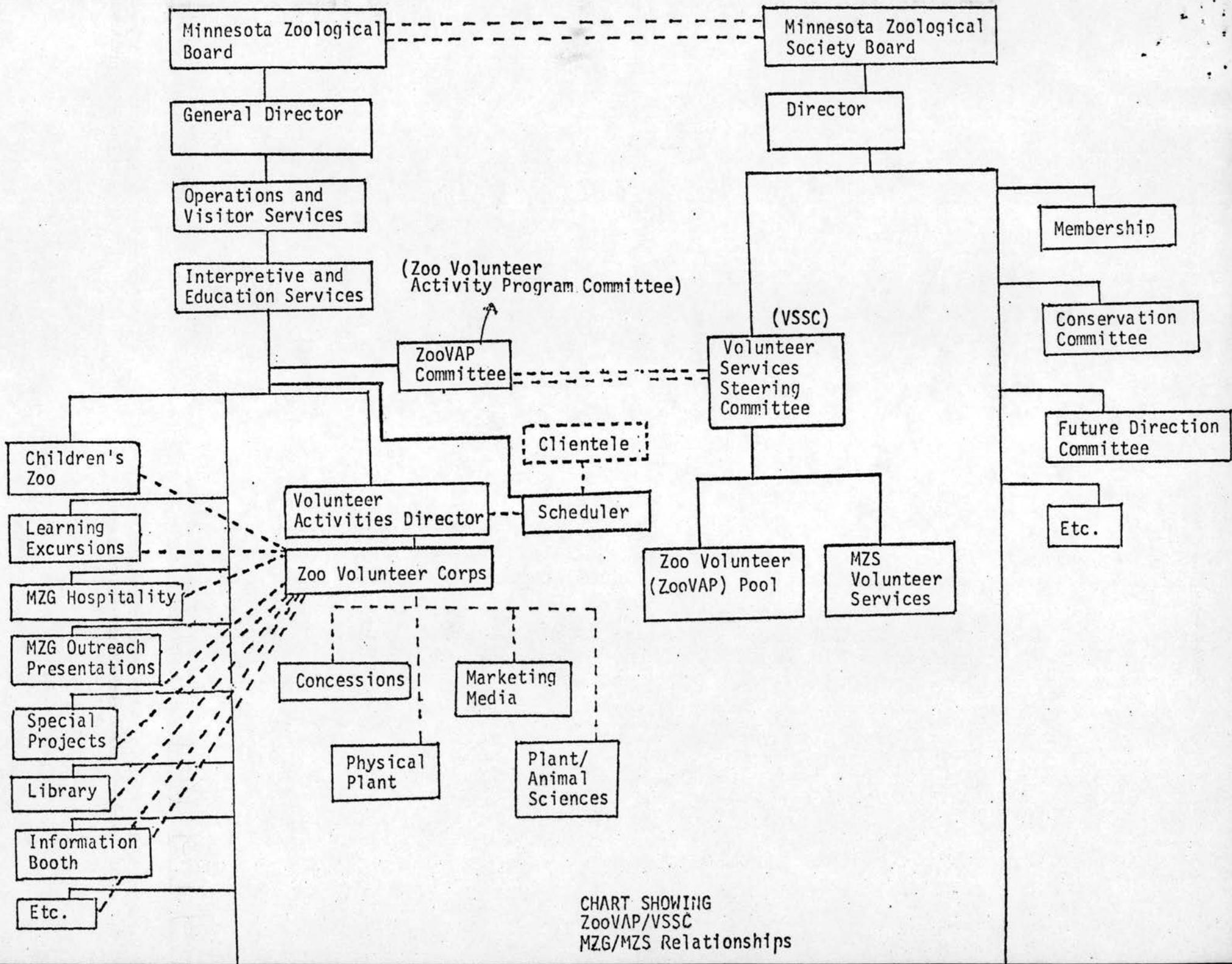


CHART SHOWING
ZooVAP/VSSC
MZG/MZS Relationships

MZS Proposal

MZS/MZG Reciprocal Relationship

BENEFITS TO THE MINNESOTA ZOOLOGICAL SOCIETY MEMBERSHIP

1. Unlimited free admissions annually to the Zoo for each current paid up Society Membership (excluding "limited" membership category).
2. Guest tickets as follows: 4 with a Sustaining Membership; 6 with a Supporting Membership; 20 with a Patron Membership.
3. Use of the Minnesota Zoological Garden on-site board room for regularly scheduled Society Board of Director meetings.
4. "Members Night" at the Zoo once a year. The Zoo would be reserved for Society members only at this time. This night would include free entry and a special tour and program at the Zoo.
5. Designated space on the Zoo site to organize volunteer activities.

FINANCIAL RELATIONSHIP BETWEEN MZS AND MZG

1. Annually we would determine the following:
 - a) The average number of Society members in a given fiscal year.
 - b) The amount of usage of the Zoo by Society members based on the assumptions formulated by the MZG (Exhibit III).
 - c) The actual number of Zoo site hours volunteered by Society members.

- d) The dollar amount of value of these volunteered hours based on the number of hours times a pre-determined hourly rate (minimum wage of \$2.35 used in this proposal).
 - e) Society's Income and operational expenses.
 - f) Society Stabilization Reserve based on 25% of "Net Profit" or \$20,000 whichever is greater. (This reserve is to be used by the Society, at its discretion, for unexpected expenses, payment toward operational deficits or expanded programs).
2. Annually we would use the following method to dispurse Society funds (Exhibit IV):
- a) (Usage of Zoo by Society members as determined above) minus (the dollar amount of Volunteer hours donated) equals (the balance owed to the Zoo by the Society).
 - b-1) (Society Income) minus (Society Expenses) equals (Net Income).
 - b-2) (Net Income) minus (Amount owed to Zoo) equals (Net Profit).
 - b-3) 25% of Net Profit equals Society's stabilization reserve (or \$20,000 whichever is greater).
 - b-4) (Net Profit) minus (any MZS deficit from prior year's operations) minus (Stabilization Reserve) equals (Additional donation to the Zoo).
3. Dispursement of funds would take place once a year at the end of each Society fiscal year.

Agreed to by:

MINNESOTA ZOOLOGICAL SOCIETY BOARD OF DIRECTORS

MINNESOTA ZOOLOGICAL GARDEN BOARD OF DIRECTORS

PROPOSED ARRANGEMENT BETWEEN THE MINNESOTA ZOOLOGICAL SOCIETY AND THE MINNESOTA ZOOLOGICAL GARDEN:

	June '78-June '79	June '79-June '80	Future years
Actual use by members	\$93,984.00 (gate loss)	\$127,323.00 (gate loss)	?
Annual Donation by Society to offset gate loss used by members	- \$63,000.00 (volunteer hours worked)	- \$75,000.00 (volunteer hours worked)	?
Balance owed by Society	= \$30,984.00 (cash donation)	= \$52,323.00 (cash donation)	

PROPOSED METHOD OF SOCIETY ACCOUNT AND DISPURSEMENT OF FUNDS:

<u>June '78-June '79</u>		<u>June '79-June '80</u>	
Society Income	\$164,970.00	Society Income	\$221,750.00
Society Expenses	- \$100,950.00	Society Expense	- \$105,050.00
	\$ 64,020.00 net income		\$116,700.00 net income
	- \$ 30,984.00 cash donation to Zoo		- \$ 52,323.00 cash donation to Zoo
	\$ 33,036.00 net profit		\$ 64,377.00 net profit
	- ? any deficit from previous year		- ? any deficit
	\$ 33,036.00		\$ 64,377.00 additional donation to Zoo
	- \$ 20,000.00 Society Reserve Account **		
	13,036.00 additional donation to Zoo		

** The Society will maintain a Reserve Account of \$20,000.00 or 25% of their net profit - ever is greater

MINNESOTA ZOOLOGICAL SOCIETY - ESTIMATED INCOME AND EXPENSE FIGURES:

INCOME	June '76-June '77(current)	June '77-June '78	June '78-June '79	June '79-June '80
Memberships	343 @ \$8.00 = \$ 2,744.00	1000 @ \$15.00 = \$15,000.00	2458 @ \$15.00 = \$ 36,870.00	3000 @ \$15.00 = \$ 45,000.00
	637 @ 10.00 = \$ 6,370.00	3558 @ \$25.00 = \$88,950.00	5000 @ \$25.00 = \$125,000.00	6920 @ \$25.00 = \$173,000.00
	176 @ 25.00 = \$ 4,440.00	20 @ \$50.00 = \$ 1,000.00	20 @ \$50.00 = \$ 1,000.00	25 @ \$50.00 = \$ 1,250.00
	23 @ 50.00 = \$ 1,250.00	10 @ 100.00 = \$ 1,000.00	10 @ 100.00 = \$ 1,000.00	15 @ 100.00 = \$ 1,500.00
	25 @ 100.00 = \$ 2,500.00	2 @ 500.00 = \$ 1,000.00	2 @ 500.00 = \$ 1,000.00	2 @ 500.00 = \$ 1,000.00
	<u>1224members = \$17,164.00</u>	<u>5000members = \$106,950.00</u>	<u>7500members = \$164,970.00</u>	<u>10,000members = \$221,750.00</u>
	horse show 7,500.00			
	contributions 456.00			
	<u>\$24,959.00</u>			
EXPENSES	June '76-June '77(current)	June '77-June '78	June '78-June '79	June '79-June '80
Office Rental	\$ 3,100.00	\$ 3,500.00	(moved)\$ 4,500.00	\$ 4,800.00
Office Expenses				
Supplies,paper	5,000.00	5,000.00	6,000.00	7,000.00
Equipment	300.00	1,300.00	1,300.00	1,500.00
Repair	300.00	300.00	300.00	300.00
Machine Rental	1,000.00	3,000.00	3,500.00	3,800.00
Postage	1,500.00	2,000.00	3,000.00	4,000.00
Staff Salaries	7,500.00	30,000.00	35,000.00	40,000.00
Telephone	970.00	1,000.00	1,100.00	1,200.00
Committees	675.00	675.00	750.00	800.00
Publicity	1,000.00	1,000.00	1,500.00	2,000.00
Scholarship Awards	750.00	750.00	750.00	750.00
Outside Printing	700.00	1,000.00	1,200.00	1,500.00
Speakers Bureau	150.00	150.00	200.00	200.00
Legal and Accounting	500.00	500.00	600.00	700.00
Dues/Membership	170.00	200.00	200.00	200.00
Insurance	150.00	250.00	300.00	300.00
Miscellaneous	1,000.00	1,200.00	1,500.00	2,000.00
Membership Drive		70,000.00	30,000.00	20,000.00
Newsletter		7,500.00	11,250.00	15,000.00
	<u>\$24,765.00</u>	<u>\$129,325.00</u>	<u>\$100,950.00</u>	<u>\$105,050.00</u>
Profit or Loss	<u>+\$194.00</u>	<u>-\$22,575.00</u>	<u>+\$64,020.00</u>	<u>+\$116,700.00</u>

ESTIMATED ATTENDANCE FIGURES BY MINNESOTA ZOOLOGICAL SOCIETY MEMBERS:

\$15.00 single membership - one person would attend the Zoo two times a year.

\$25.00 family membership - two persons(adults) and one child would attend the Zoo two times a year. *

\$50.00 family membership - two persons(adults) and one child would attend the Zoo two times a year. *

100.00 family membership - two persons(adults) and one child would attend the Zoo two times a year. *

500.00 family membership - two persons(adults) and one child would attend the Zoo two times a year. *

* guest membership passes would probably be allowed but are not figured in the attendance figures below as the amount has not been determined by the Society.

ACTUAL USE	June'77-June'78	June78'-June'79	June'79=June'80
\$15.00 SINGLE	two month period not able to be determined at this time	2,458 visits @ \$7.00=\$17,206.00	3,000 visits @ \$7.00=\$21,000.00
\$25.00 FAMILY (one child)		10,000 visits @ \$7.00=\$70,000.00	13,840 visits @ \$7.00=\$96,880.00
		5,000 visits @ \$2.50=\$12,500.00	6,920 visits @ \$2.50=\$17,300.00
\$50.00 FAMILY (one child)		40 visits @ \$7.00= 280.00	50 visits @ \$7.00= 350.00
		20 visits @ \$2.50= 50.00	25 visits @ \$2.50= 62.50
100.00 FAMILY (one child)		20 visits @ \$7.00 = 140.00	30 visits @ \$7.00= 210.00
		10 visits @ \$2.50 = 25.00	15 visits @ \$2.50= 37.50
500.00 FAMILY (one child)		4 visits @ \$7.00 = 28.00	4 visits @ \$7.00= 28.00
		2 visits @ \$2.50 = 5.00	2 visits @ \$2.50= 5.00
		\$93,984.00	\$127,323.00



STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL
ST. PAUL 55155

TELEPHONE
(612) 297-5190

WARREN SPANNAUS
ATTORNEY GENERAL

November 23, 1976

Minnesota Zoological Garden
12101 Johnny Cake Ridge Road
Apple Valley, Minnesota 55124

Attention: Steve Schuster

Dear Steve:

You have requested a response to Donald Bridgewater's memorandum or letter of April 9, 1976. Please find enclosed a copy of Rick Slower's memorandum in reply to the letter dated May 4, 1976.

I concur in Rick Slower's comments although I may differ in emphasis with respect to specific details. Let me set forth the limitations I find in the statutory scheme since your questions relate particularly to limitations. They are as follows:

1. Minn. Stat. § 34A.02, subd. 11 provides:

The board shall have all powers necessary or convenient to discharge the duties imposed upon it by law, and to operate the zoological garden in the manner which will best serve the public.

There is, then, a public interest limitation.

2. Minn. Stat. § 655.01, subd. 2 provides:

Subject to the approval of the board, the directors shall organize the Minnesota Zoological Garden and provide for such officers, agents and employees necessary for the operation thereof.

There is, then, a necessity limitation, at least with respect to the utilization of personnel.

3. A fiscal efficiency limitation can be implied at Minn. Stat. § 10A.05, subd. 5, in that taxes will be levied to make up any deficits that may occur in the Minnesota State Zoological Garden bond account in the state bond fund.

4. The standard constitutional limitations on governmental agencies also apply. These would include the requirement that the actions of the board be reasonably related to the legitimate ends it is authorized to pursue, the requirement that it not act arbitrarily and capriciously, that it treat classes of persons similarly situated in the same fashion, etc.

5. Lastly, it is probable that the standard that normally applies to corporate boards applies here, namely: that the board act in general in a reasonably prudent fashion, that is exercising the amount of care and prudence that an individual person would use in the normal conduct of his day-to-day affairs. This is essentially a reasonableness requirement.

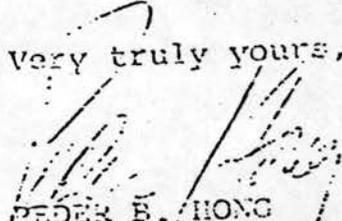
A legal application of the above standards obviously requires the exercise of judgment. Similarly the reasonable exercise of the board's powers includes the exercise of discretion.

I can foresee hypothetical situations in which each of the three proposed types of actions would be reasonable. This is particularly true where it would be to the financial or operational advantage to the Minnesota Zoological Garden to engage in one or all three. Free admission for volunteers on days they are working seems particularly reasonable. This provision of special rates for the executive, board, so-called bars and discounted prices for admission may well be reasonable, depending upon the manner in which they are applied. For example, with Rick that on the face of it discount privileges for gift shops and other concessions seem the most difficult to justify in the abstract.

Page three
Minnesota Zoological Garden
November 23, 1976

If you would like, feel free to call me on any of the
above matters.

Very truly yours,



PETER B. HONG
Special Assistant
Attorney General

160 State Office Building
St. Paul, Minnesota 55155

PBH:km
Enclosure

Office Memorandum

DEPARTMENT ATTORNEY GENERAL

TO : DON BRIDGWATER
General Director
Minnesota Zoological Garden

DATE: May 4, 1976

FROM : RICK SLOWES *RS*
Special Assistant
Attorney General

PHONE: 296-2301

SUBJECT: Special privileges for Minnesota Zoological Society members

This will confirm our conversation of May 3, 1976, concerning the above-referenced subject as raised in your letter to me of April 9, 1976.

In essence, you have requested an opinion concerning the legality of affording various types of special privileges to members of the Minnesota Zoological Society in return for the material contributions through funds and volunteer labor that will be provided by the Society to the Zoo. Suggested privileges might include free or discounted prices on admission to the Zoo, discount privileges for gift shops or other concessions at the Zoo, or special events for the exclusive use of members within the Zoo.

As I informed you, I was unable to find either specific statutory authorization or prohibition relating to this matter. The closest analogies I was able to find concern State Fair and the State parks. The State Fair is run by the State Agricultural Society, which is at the least a "quasi" state agency. I am aware that free passes are distributed for the State Fair and have been informed that there is a general policy that 4-H Club members gain free admittance. There does not appear to be any specific statutory authorization for either of those practices. On the other hand, State parks do have a "Volunteer in Parks" program in which the volunteers receive free transportation, room and board. However, that program is established by statute, and the "compensation" is also established by the statute.

Essentially, the question becomes one of whether the Zoo Board's general authority to do all that is necessary "to operate the zoological garden in the manner which will best serve the public" authorizes it to give special treatment to Zoological Society members or some more special authorization that could be provided by the legislature is necessary. Although, as noted, I have been unable to find any clear authority, it is my belief that in light of the clear benefits that will be provided to the Zoo by the Society, the Board could legally provide some special privileges to the Society's members. I cannot, however, guarantee that such a policy would not or could not incur some criticism as being inappropriate special treatment by a state agency.

Along those lines, I related to you my feeling that the least questionable practice would be to provide special events at the Zoo for Zoological Society members and that the most questionable practice would be to provide discount privileges for gift shops and other concessions. Providing free or discount admission would fall somewhere in between.

I hope that this memorandum will be of some assistance to you in your discussions with the Society, and should you desire to discuss this matter in more detail, please do not hesitate to contact me.

RS/kd

MZS/MZG RECIPROCAL RELATIONSHIP

Final

A. Benefits to the Minnesota Zoological Society Membership

The Minnesota Zoological Society will obtain the following benefits in consideration of the agreements expressed in Sections C and D of this document.

1. Unlimited free admissions annually to the Zoo for each current paid up Society Membership (excluding "limited" membership category).
2. Guest tickets as follows: 4 with a Sustaining Membership (\$50); 6 with a Supporting Membership (\$100); 20 with a Patron Membership (\$500).
3. Use of the Minnesota Zoological Garden on-site board room for regularly scheduled Society Board of Director meetings when such use does not conflict with MZG usage (room use scheduled through IS&E Scheduler).
4. "Members Night" at the Zoo once a year. The Zoo would be reserved for Society members only at this time. This night would include free entry and a special tour and program at the Zoo. All entertainment, food, beverages, etc. would be paid for by the MZS.
5. Designated space on the Zoo site to organize volunteer activities shall be Room A121.
6. Zoo staff as resource people in membership activities.
7. Volunteers on duty will be admitted free along with gratis parking.
8. Special MZS "Zoo Tour Day" just prior to opening.
 - a. Items 1 and 2 become effective upon Zoo opening date.
 - b. Items number 3, 4, 5, 6, and 7 become effective on or before Zoo opening.
 - c. Above stated benefits do not accrue toward institutions, associations

or group MZS memberships. Benefits for these must be individually recognized.

B. Annual Review

In order to insure equity, these benefits and financial relationships will be reviewed on an annual basis. To accomplish this, accurate records will be maintained to determine 1) numbers of MZS admissions at the gate; and 2) number of volunteer hours accrued during each year. The review should be accomplished by June 1 of each year beginning June 1, 1979.

C. Reciprocal Relationships Considerations

The aforestated benefits have been developed after careful consideration of:

1. The need to insure that the MZG does not suffer any loss in admission revenue as a result of the Society benefits.
2. The need for the Zoo to receive full reimbursement from the Society (in the form of cash payments and volunteer assistance) on an ongoing basis to offset Society member admissions.
3. The following conditions established by the two organizations:
 - a. Full dollar credit (based upon a rate of \$3.25* per hour) for all ZOOVAP volunteer hours will be credited to the Society. This credit will be for every volunteer working on and in support of ZOOVAP activities whether or not a Society member.

* The \$3.25/hour figure is the rate of pay for a student/clerical/custodial/maintenance worker at step 03 of the State of Minnesota pay plan for the 46F classification as of January 5, 1977. The parties consider this to be an equitable value for volunteer time since the majority of the volunteer efforts will be provided for para-professional services.

- b. For the first year, cash transfer of the MZG portion of the Society membership fee (for Society admissions at the Zoo) will be based upon the following average attendance figures:
- 1) Family through Patron memberships - two adults and one child visiting the Zoo twice a year = \$16.50 admission fee.
 - 2) Individual memberships - one adult visiting the Zoo twice a year = \$7.00 admission fee.
 - 3) Limited memberships = no useage and no Zoo benefits.
- c. Payment by the Society for all Society member admissions will be calculated using the MZG established group admission charge (expected to be 15-20% less than the general admission charge); i.e., the Society, based upon a 20% discount rate, would make the following payment to the MZG:
- 1) Family-patron memberships = \$13.20.
 - 2) Individual memberships = \$5.60.
- d. The Society will reimburse the Zoo at the group rate adult admission fee for all guest passes received at the admission entrance and returned to the Society. Based upon a 20% group rate discount this would be \$2.80 per guest pass (\$3.50 - 20% = \$2.80).

D. Financial Relationships

Financial statements (summarizing the new/renewal Society memberships, membership admissions, and volunteer time) will be prepared on a monthly basis.

Beginning thirty (30) days after Zoo opening the Minnesota Zoological Society shall make a cash payment to the Minnesota Zoological Garden, based upon the figures delineated hereunder, to pay for anticipated Society membership admissions. This condition shall apply only to membership issued prior to Zoo opening if the aforestated benefits apply to such membership.

1. Number of new/renewal individual Society memberships times \$5.60.
2. Number of all other new/renewal Society memberships (family, sustaining, supporting and patron -- excluding limited memberships) times \$13.20.
3. Number of guest passes returned to the Society times \$2.80.

Subsequent to Zoo opening and continuing monthly thereafter, a similar cash payment will be made to the MZG to cover all new/renewal memberships issued during the reported monthly period.

Additionally, records will be maintained to determine:

1. The total number of ZOOVAP volunteer hours provided during the month (beginning January 1, 1978). Volunteer time, valued at \$3.25/hour, will be used as a partial offset for the unlimited admission benefit.
2. The number of times a Society membership card is used for obtaining admittance to the Zoo. Records will be kept covering adult admissions, child admissions, and guest passes.

Please refer to the example reports (Attachments A, B and C).

The Society will insure that the MZG is reimbursed in full for any and all persons admitted to the Zoo by presentation of an MZS membership card or guest pass issued by the MZS. Such membership cards shall be non-transferable and shall include the member's family size.

In the event that the value of volunteer time and cash payments made by the Society exceed the total value of such admissions, the balance shall be carried forward to offset subsequent membership/pass admissions.

The Society, at its option and acting to accomplish its goals and objectives, may present an additional cash donation to the Zoo at the end of each of its fiscal years or at such other time at the discretion of the Society.

Example OnlyATTACHMENT (A) TO MZS/MZG RECIPROCAL RELATIONSHIPS DOCUMENTEXAMPLE OF JUNE 1, 1978
FINANCIAL STATEMENT (MZG INCOME ONLY)

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>(5)</u>	<u>(6)</u>	<u>(7)</u>
A. Income - Membership Fees							
. Individual	1200	\$ 5.60	\$ 6,720	-	-	-	\$ 6,720
. Family - Patron	2500	\$13,20	\$33,000	-	-	-	\$33,000
B. Income - Volunteer Time	-	-	-	1,000	\$ 3.25	\$3,250	\$ 3,250
C. Total Income	-	-	\$39,720	-	-	\$3,250	\$42,970

Notes (Columnar definition):

- 1) Number of memberships acquired prior to May 1, 1978 and which are eligible to receive the benefits delineated in this document.
- 2) MZG share (\$) of the membership fee (fee may change when group rate discount is confirmed).
- 3) Total MZG Income from membership fees - to be transmitted to MZG on a cash basis monthly.
- 4) Number of volunteer hours provided between January 1, 1978 and May 1, 1978 for on-site ZOOVAP activities.
- 5) Value of each volunteer hour.
- 6) Total volunteer credit value.
- 7) Total membership/volunteer income.

Example OnlyATTACHMENT (B) TO MZS/MZG RECIPROCAL RELATIONSHIPS DOCUMENTEXAMPLE OF JUNE 1, 1978
FINANCIAL STATEMENT (MZG INCOME ONLY)

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>(5)</u>	<u>(6)</u>	<u>(7)</u>
A. Income							
1. Beginning Balance (Net carried forward from prior month report)	-	-	-	-	-	-	\$42,970
2. Income - Membership Fee							
. Individual	200	\$ 5.60	\$1,120	-	-	-	1,120
. Family - Patron	500	\$13.20	\$6,600	-	-	-	6,600
3. Income-Volunteer Credit	-	-	-	500	\$ 3.25	\$ 1,625	\$ 1,625
4. Total Income	-	-	\$7,720	-	-	\$ 1,625	\$52,315
B. Membership Admission Costs	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>				
1. Adults	4,200	\$ 2.80	\$11,200				
2. Children	2,000	\$ 1.00	\$ 2,000				
3. Guests	50	\$ 2.80	\$ 140				
4. Total Cost	-	-	\$13,340				
C. Income/Cost Summary							
1. Total Income			\$52,315				
2. Membership Admission Cost			<u>(13,340)</u>				
Total to be carried forward			\$38,975				

Notes (Columnar definition):

- 1) Number of memberships acquired during the month of May, 1978.
- 2) MZG share (\$) of the membership fee (fee may change when group rate discount is confirmed).
- 3) Total MZG income from membership fees - to be transmitted to MZG on a cash basis monthly.
- 4) Number of ZOOVAP volunteer hours provided during the month of May, 1978.
- 5) Value of each volunteer hour.
- 6) Total volunteer credit value.
- 7) Total membership/volunteer income.
- A) Number of MZS member admissions recorded during the month of May, 1978.
- B) Group rate admission price (rate may change when group rates are confirmed).
- C) Total admission cost.

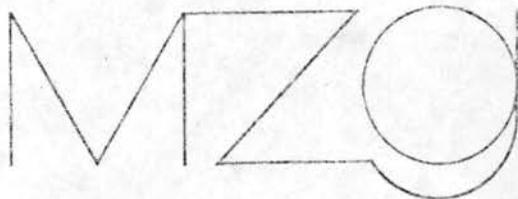
Example OnlyATTACHMENT (C) TO MZS/MZG RECIPROCAL RELATIONSHIPS DOCUMENTEXAMPLE OF AUGUST 1, 1978
FINANCIAL STATEMENT (MZG INCOME ONLY)

	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>	<u>(5)</u>	<u>(6)</u>	<u>(7)</u>
A. Income							
1. Beginning Balance (Net carried forward from prior month report)	-	-	-	-	-	-	\$38,975
2. Income - Membership fee							
. Individual	100	\$ 5.60	\$ 560	-	-	-	\$ 560
. Family - Patron	300	\$13.20	\$3,960	-	-	-	\$ 3,960
3. Income - Volunteer Credit	-	-	-	500	\$3.25	\$1,625	\$ 1,625
4. Total Income	-	-	\$4,520	-	-	\$1,625	\$45,120
B. Membership Admission Costs							
	<u>(A)</u>	<u>(B)</u>	<u>(C)</u>				
1. Adults	8,000	\$ 2.80	\$22,400				
2. Children	4,000	\$ 1.00	\$ 4,000				
3. Guests	60	\$ 2.80	\$ 168				
4. Total Cost	-	-	\$26,568				
C. Income/Cost Summary							
1. Total Income			\$45,120				
2. Membership Admission Cost			<u>(26,568)</u>				
3. Total to be carried forward			\$18,552				

Notes (Columnar definition):

- 1) Number of memberships acquired during the month of June, 1978.
- 2) MZG share (\$) of the membership fee (fee may change when group rate discount is confirmed).
- 3) Total MZG income from membership fees - to be transmitted to MZG on a cash basis monthly.
- 4) Number of ZOOVAP volunteer hours provided during the month of June, 1978.
- 5) Value of each volunteer hour.
- 6) Total volunteer credit value.
- 7) Total membership/volunteer income.
- A) Number of MZS member admissions recorded during the month of June, 1978.
- B) Group rate admission price (rate may change when group rates are confirmed).
- C) Total admission cost.

MINNESOTA ZOOLOGICAL GARDEN



January 5, 1977

TO: Marketing and Promotions Committee
FROM: Stephan Schuster, Marketing Director SJS
SUBJECT: Minnesota Zoological Society Reciprocity/Relationship

The MZG staff requests authority to pursue the development of a complete Minnesota Zoological Society reciprocity/relationship, including other zoo societies, for presentation and approval of the Marketing and Promotions Committee February meeting.

SJS/pw

MINNESOTA ZOOLOGICAL SOCIETY

MINNESOTA ZOOLOGICAL GARDEN

WORKING RELATIONSHIP

Submitted by:

Larry Freeman,
MZS Chairman
Membership Benefits Committee

on behalf of:

The Minnesota Zoological Society
Board of Directors

MINNESOTA ZOOLOGICAL SOCIETY - MINNESOTA ZOOLOGICAL GARDEN
WORKING RELATIONSHIP

The Board of Directors of the Minnesota Zoological Society, in preparation for the opening of the Minnesota Zoological Garden, have prepared the following proposal which outlines the working relationship between and responsibility of the above mentioned organizations.

MINNESOTA ZOOLOGICAL SOCIETY - HISTORY

The Minnesota Zoological Society is a state-wide non-profit corporation founded by private citizens to promote interest in and lend financial support to the Minnesota Zoological Garden. The Society has been the citizens support group from the time a new zoo was just a dream in the minds of a few. Much time has been spent, by the Society, educating the public and state legislators on the need for a zoological garden. After the Zoo Bill was passed the Society's efforts turned toward public awareness of the Zoo, support of the needs of the Minnesota Zoological Garden (Speakers Bureau, staffing booths, etc.) and financial assistance through fund raising events. Members of the Society have put in thousands of volunteer hours with no return other than the satisfaction of supporting that dream which now has become a reality.

MINNESOTA ZOOLOGICAL SOCIETY - SPECIFICS

In the past years the Society's membership has put in much time in support of the Minnesota Zoological Garden. On an annual basis 8 Society members have spent 50 hours through

the Speakers Bureau informing over 3900 Minnesotans about the Minnesota Zoological Garden. Once these children and adults inform their friends and relatives of what they have learned from our speakers, it is easy to see the amount of exposure the Zoo has received. Last year more than 100 Society members donated 211 hours in staffing booths to inform the public of the Zoo. At the 1976 Minnesota State Fair alone, more than 5,000 visitors to the Fair received literature and verbal information about the Zoo. In the last three years, as sponsoring agent of the Minnesota Aid-to-the-Zoo Horse Show, the Society in its first three shows has channeled more than \$83,000 to the Zoo to help defray the cost of building specific exhibits. This money, through the State's matching fund program is worth more than \$167,000 to the Zoo! The Horse Show has now been established as the major annual fund-raising event for the Zoo.

PROJECT RESEARCH - EXHIBIT I

In order to add credibility to this proposal a research project was undertaken to obtain information on types of working relationships between societies and zoological gardens. A sample questionnaire was sent out to 44 zoos located throughout the United States. The group sampled was randomly selected from the listing of zoos in the "Zoos and Aquariums in the Americas" publication. Of the group of 44 zoos mailed to, 32 responded to the mailing. The foundation of this proposal is based on the information received from those respondents. All questionnaires received from the zoos are being kept at the Minnesota Zoological

Minnesota
Zoological
Society



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Karla A. Williams
President
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Paul E. Zollman, D.V.M.
Vice-President
Rochester

John H. Daniels, Jr.
Secretary
Minneapolis

Liza Nagle
Treasurer
Saint Paul

September 1, 1976

Dear

The Minnesota Zoological Society is a non-profit private citizens support group for the Minnesota Zoological Garden which is currently being constructed. Upon completion of the Zoological Garden, our primary emphasis will shift from public support to physical volunteer support on the site. In preparing for this transition, we find ourselves in urgent need of information relating to society and zoo relationships.

Enclosed with this letter is a short questionnaire which when completed, will aid us in our research project. I cannot begin to tell you how important your information will be for us! Time is of the essence as we must prepare our proposal and present it to the Zoological Garden Board of Directors within the next few months. Any volunteer information outside of these questions specifically asked on the questionnaire would be appreciated.

It would be extremely helpful if this information could be received by September 30th.

Thank you.

Sincerely,

Larry Freeman
Past President
Minnesota Zoological Society

MINNESOTA ZOOLOGICAL SOCIETYQUESTIONNAIRE ON SOCIETY AND ZOO RELATIONSHIPS

1. What is the cost of membership in the Society (copy of a brochure or application)? Does the Zoo receive any monetary return from the sale of a membership?
2. What is your entrance fee for the Zoo?
3. Approximately how many volunteers are utilized on a daily basis? How many volunteers hours on a daily basis?
4. What are the major volunteer responsibilities of the Society in relationship to the day-to-day activities on the Zoo site?
5. What zoo related benefits does a Society member receive (free passes, discounts, etc.)? Please be specific as to numbers?
6. What procedure do you use to estimate the dollar amount of savings to the Zoo by utilizing a volunteer group?
7. Does the Society sell and benefit financially from the sale of season passes or other special ticket sales?
8. Remarks

Society office and are open for review upon request.

PROJECT FINDINGS - EXHIBIT II

Of the test group, 32 (100%) zoological gardens gave their societies (or docent groups) privileges at the zoo not obtainable by the general public. There was no direct correlation of amount of hours volunteered with the amount of benefits received by the group. For example, one zoo used a single volunteer 8 hours per day while another zoo used 40 volunteers a day for a total of 160 volunteer hours daily. Both gave free unlimited admissions to the zoo plus various other benefits. The philosophy that seems to prevail is societies are a very necessary part of a zoological garden, not only for volunteer activities on the zoo site but also for public awareness and general exposure. Benefits to society members ranged from 20 free admissions to unlimited free admissions to the zoo. Also, discounts at the gift shops ranged from 10% to 20% off the retail price. The benefit structure was not influenced by who owned and operated the zoo - society, municipality or a combination of the two.

PROJECT SUMMARY - EXHIBIT II

1. Of the test group, 20 (63%) zoological gardens are owned by municipalities, 4 (13%) zoological gardens are owned by societies, and 6 (19%) are jointly owned and managed.

2. Zoo admissions for our test group ranged from a low of \$.25 for children and \$1.00 for adults to a high of \$1.00 for children and \$2.50 for adults (excluding the National Zoo which has free admission). Most admission fees were \$.50 for children and \$1.50 for adults.
3. The utilization of volunteers ranged from 1 volunteer for 8 hours daily to 40 volunteers for 160 hours daily.
4. Benefits to society members ranged from 20 free admissions to unlimited free admissions. Of the test group, 28 (93%) zoological gardens gave their societies free admissions; 26 (87%) gave them unlimited free admissions. Other benefits included:
 - a. 10% to 20% discounts at the gift shop (37% gave this).
 - b. "Members Day" at the zoo (43% gave this - there is a good possibility more of the zoos use this but did not mention it on the questionnaire).
 - c. Free parking (high % of those that charge for parking).
 - d. Free strollers and free wheelchairs.
 - e. Reduced prices at educational classes offered at the zoo.
 - f. Free or reduced prices on zoo ride facility.
 - g. Reciprocal agreements with other zoos for free admittance.

All in all, zoological gardens offer quite a substantial package of benefits to their societies.

MINNESOTA ZOOLOGICAL SOCIETY - PROPOSAL

The need for a community volunteer group to support the activities of a zoological garden has been recognized by most zoos in the United States. The Minnesota Zoological Society, with its history of support and concern for the Minnesota Zoological Garden from its beginning as just a dream to its current physical reality, is the group most prepared to perform the volunteer and support needs of the Minnesota Zoological Garden. It is estimated that the Minnesota Zoological Society, as the volunteer support group for the Zoo, will maintain a minimum volunteer core of 200 members. The daily needs of the Zoo will approximately be 15 volunteers working 75 volunteer hours daily or more than 27,500 volunteer hours annually. Even at the present \$2.35 minimum wage the Society's volunteer efforts on the Zoo site will save the Minnesota Zoological Garden more than \$63,000 annually. These figures are conservative as to the total annual volunteer hours as well as the value per hour for each man hour worked. Realistically, the cost savings to the Zoo, by using the Society's volunteer core, should be near \$100,000 annually. Of course, these cost saving figures do not reflect the other off-site services the Society is performing as far as public awareness and public relations. A dollar amount cannot be attached to these functions. The Board of Directors of the Minnesota Zoological Society offer the following proposal for acceptance by the Board of Directors of the Minnesota Zoological Garden:

MINNESOTA ZOOLOGICAL SOCIETY - SOCIETY AND ZOO RELATIONSHIPS

EXHIBIT II

NAME & LOCATION OF ZOO	ZOO OWNERSHIP	MEMBERSHIP FEE	ENTRANCE FEE	DAILY VOLUNTEERS	DAILY HOURS	ZOO RELATED BENEFITS FOR SOCIETY MEMBERS
LOUISVILLE ZOOLOGICAL GARDEN Louisville, Kentucky 40213	Municipal	\$15.00	\$1.25 adult .50 child	1 per day (docent) plus children of members.	2 hrs. per day	Unlimited free admission. 10% discount in gift shop. Free parking. Members Day Picnic.
TURTLE BACK ZOO 560 Northfield Ave. West Orange, N.J. 07052	Municipal	\$20.00	\$1.75 adult .25 child (5-12)	1 per day	8 hrs. per day	Society is newly formed - receive free passes.
OKLAHOMA CITY ZOO Oklahoma City, Oklahoma 73120	Municipal	\$15.00	\$1.00 adult .50 child .25 (4-11)	12	?	Money from Zoo funnels through Society and they retain a certain amount. Free admissions.
BIRMINGHAM ZOO 2630 Cahaba Road. Birmingham, Ala. 35223	Municipal	\$15.00	\$1.00 adult .50 child (2-17)	used as tour guides for school groups.		Free admission. Annual Picnic.
GREATER BATON ROUGE ZOO P.O. Box 458 Baton Rouge, La. 70821	Municipal	\$10.00	\$.50 adult .25 child (7-17)	none except for docent activities		Free passes for Zoo. Annual Party. (Society is 1 year old)

MINNESOTA ZOOLOGICAL SOCIETY - SOCIETY AND ZOO RELATIONSHIPS

EXHIBIT II

NAME & LOCATION OF ZOO	ZOO OWNERSHIP	MEMBERSHIP FEE	ENTRANCE FEE	DAILY VOLUNTEERS	DAILY HOURS	ZOO RELATED BENEFITS FOR SOCIETY MEMBERS
PHILADELPHIA ZOOLOGICAL GARDEN 34th and Gerard Avenue Philadelphia, Pa., 19104	Municipal-Society	\$25.00	\$2.50 adult \$1.00 child (2-12)	10 per day	60	Individual Memberships=20 guest tickets plus free admission Family Memberships=10 guest tickets plus free admission Members day at Zoo; Free stroller and wheelchair rental.
PORTLAND ZOOLOGICAL GARDEN 4001 S.W. Canyon Road Portland, Oregon, 97221	City of Portland-managed by Society	\$15.00	\$1.50 adult .75 child (6-11)	40 per day	160	Unlimited Free Admission. 20-25% discount on tuition for educational classes. 10-15% discount on Zoo expedition fees. 10% discount in gift shop and film shop.
BRONX ZOO - BRONX, N.Y. New York Aquarium at Coney Island New York Zoological Society	Municipal-Society	\$35.00	\$1.00 adult .50 child (2-12) Fri, Sat, Sun and Mon.	106	8,960 annually	Unlimited Free Admission to Zoo and Aquarium. 10 free parking tickets at both. 20 tickets for free rides and free admission to childrens zoo. Free tickets to Annual Meeting and Garden Party.
NATIONAL ZOOLOGICAL PARK Washington, D.C. 20009	Federal	\$20.00	Free	50	200 weekly	Members Night with tours and free refreshments. Free parking. 50% discount on Zoo Train. 10% discount in gift shop.
CENTRAL FLORIDA ZOO P.O. Drawer 2078 Sanford, Florida 32771	Society	\$15.00	\$1.50 adult .75 child (under 12)	0	docent activity	Unlimited free admission. 10% discount in gift shop.
DENVER ZOO Denver, Colorado 80205 - Denver Zoological Foundation.	Municipal	\$15.00	\$1.00 (over 16)	Varies. Do guided tours, fund-raising, publications, photography.		20 free admissions. 20% discount in gift shop.

MINNESOTA ZOOLOGICAL SOCIETY - SOCIETY AND ZOO RELATIONSHIPS

EXHIBIT II

NAME & LOCATION OF ZOO	ZOO OWNERSHIP	MEMBERSHIP FEE	ENTRANCE FEE	DAILY VOLUNTEERS	DAILY HOURS	ZOO RELATED BENEFITS FOR SOCIETY MEMBERS
HOUSTON ZOOLOGICAL GARDENS P.O. Box 1562 Houston, Tx., 77001	Municipal	\$15.00	free	6 per day	4 hours per day	Annual Meeting - free dinner and refreshments. \$6.00 hourly wage for the docents; \$2.60 hourly wage for other volunteers.
GLADYS PORTER ZOO 500 Ringgold St. Brownsville, Tx. 78520	Municipal	\$20.00	\$1.50 adult \$1.00(12-18) \$.50(2-12)	5 per day	20	Free admission.
KNOXVILLE ZOOLOGICAL PARK Chilhowee Park Knoxville, Tenn. 37914	City of Knoxville	\$15.00	\$1.50 adult \$.75 child (6-18)	docent activities		Free admission plus other Zoo reciprocal admission. note; Society is totally separate from Zoo.
SAN ANTONIO ZOO 3903 N. St. Marys St. San Antonio, Tx.	Municipal-Society	\$15.00	\$1.00 adult \$.25 child	4	3	Family= 10 adult admissions, 20 children admissions, 6 adult bus rides, 9 child bus rides, 2 T-shirts and one book of tickets.
MESKER PARK ZOO Bement Avenue Evansville, Ind. 47712	Municipal	\$10.00	\$.50(over 4)	1	8	Free admission. Society concentrates on fund raising.
TULSA ZOOLOGICAL PARK 5701 E. 36th St. No. Tulsa, Okla. 74115	Municipal	\$12.00	\$.50 adult	docent activities		Free admission plus other Zoo reciprocal admission. Free admission to special events at Zoo. Annual Picnic Meeting. 10% discount in gift shop.

MINNESOTA ZOOLOGICAL SOCIETY - SOCIETY AND ZOO RELATIONSHIPS

EXHIBIT II

NAME & LOCATION OF ZOO	ZOO OWNERSHIP	MEMBERSHIP FEE	ENTRANCE FEE	DAILY VOLUNTEERS	DAILY HOURS	ZOO RELATED BENEFITS FOR SOCIETY MEMBERS
ROEDING PARK ZOO 894 West Belmont Ave. Fresno, Calif. 93728	Municipal	\$12.50	\$.50 (over 15)		564 guide hours an- nually. 240 hours other ac- tivities	Free admission
SAN FRANCISCO ZOOLOGICAL GARDEN Zoo Road & Skyline Blvd. San Francisco, Calif. 94132	Municipal	\$15.00	\$1.00 adult \$.50 child (6-15)	40- summer 5- docents	78- summer 73- docents	Free admission. 10% discount in gift shop. Members Night at the Zoo plus tour.
INDIANAPOLIS ZOOLOGICAL PARK 3120 E, 30th St. Indianapolis, Ind. 46218	Society	\$15.00	\$1.60 adult \$.60 child (2-12)	56	2400 hrs. during 3 summer months	Free admission. Members Day at the Zoo. 30 other zoo reciprocal ad- mission.
CINCINNATI ZOO 3400 Vine St. Cincinnati, Ohio 45220	Owned by City - managed by Society	\$20.00	\$2.00 adult \$.75 child (2-12)	10	3 hrs., 8000 hrs. annually	Free admission. Membership Day. Free admission to Children's Zoo. Free films and 2 free guest activities.
PHOENIX ZOO P.O. Box 5155 Phoenix, Arizona	Society	\$14.00	\$1.50 adult \$.50 child (4-14)	150 utilized for docent activities throughout year.		Free admission. 6 guest passes. Discount in gift shop and free ad- mission to Arizona - Senora Desert Museum.

MINNESOTA ZOOLOGICAL SOCIETY - SOCIETY AND ZOO RELATIONSHIPS

EXHIBIT II

NAME & LOCATION OF ZOO	ZOO OWNERSHIP	MEMBERSHIP FEE	ENTRANCE FEE	DAILY VOLUNTEERS	DAILY HOURS	ZOO RELATED BENEFITS FOR SOCIETY MEMBERS
BROOKFIELD ZOO Brookfield, Ill. 60513	Society	\$25.00	\$1.50 adult \$.50 child	6	4	Free admission plus guest passes to Zoo. Free admission to Childrens Zoo. 10% discount in gift shop plus free parking.
TOPEKA ZOOLOGICAL PARK 635 Gage Blvd. Topeka, Kansas 66606	Municipal	\$12.50	\$1.00 adult \$.25 child (5-15)	25	5	Free admission plus reciprical to other zoos. Members Night at the Zoo and 10% discount in gift shop.
CLEVELAND METROPARKS ZOOLOGICAL PARK Cleveland, Ohio	Municipal-Society	\$15.00	\$1.25 adult \$.50 child (6-11)	35 total with varied number of volunteers and volunteer hours on a daily basis.		Free admission and free parking. 10% discount in gift shop plus free reciprical to other zoos.
ATLANTA ZOOLOGICAL PARK 800 Cherokee Ave. Atlanta, Georgia 30312	Municipal	\$10.00	\$.75 adult \$.25 child	under development		Free admission.
PITTSBURGH ZOO P.O. Box 5250 Pittsburgh, Pa. 15206	Municipal	\$10.00	\$1.15 adult \$.40 child	10	?	Free admission.

MINNESOTA ZOOLOGICAL SOCIETY - SOCIETY AND ZOO RELATIONSHIPS

EXHIBIT II

NAME & LOCATION OF ZOO	ZOO OWNERSHIP	MEMBERSHIP FEE	ENTRANCE FEE	DAILY VOLUNTEERS	DAILY HOURS	ZOO RELATED BENEFITS FOR SOCIETY MEMBERS
JACKSONVILLE ZOOLOGICAL PARK 8605 Zoo Road Jacksonville, Florida 32218	Municipal	\$25.00	\$1.25 adult \$.50 child (6-12)	10 for tours		Free admission with 10 guest passes. \$100 Membership receives free admission plus 20 guest passes. Free parking. Reciprical free admission to other zoos.
BUFFALO ZOOLOGICAL GARDENS Buffalo, New York 14214	Municipal	\$15.00	\$1.00 adult \$.35 child (6-15)	core of 100 - 50 docents gave tours on 283 days in 1975.		Free admission with 10 guest passes. Reciprical free admission to 40 other zoos.
LOS ANGELES ZOO 5333 Zoo Avenue Los Angeles, Calif. 90027	Municipal	\$30.00	\$1.25 adult \$.50 child (12-15)	30	150- 22,438 hours annual basis	Free admission with 5 guest passes. Members Day at the Zoo.

BENEFITS TO THE MINNESOTA ZOOLOGICAL GARDEN

1. Supportive activities (public support/public relations).
 - a. Speakers Bureau
 - b. Staffing Booths
 - c. Sponsoring agent of an annual major fund-raising event.
 - d. Public exposure through distribution of printed promotional materials.
2. Tour guides on a daily basis.
3. Representatives for the Childrens Zoo.
4. Representatives for daily operation of the Gift Shop.
5. A volunteer core of at least 200 members.
6. A volunteer co-ordinator.
7. Representatives for specific Zoo needs as agreed upon mutually by the Minnesota Zoological Society and the Minnesota Zoological Garden.
8. Donation to the Zoo from the Society for each members usage (see exhibit III and VI).
9. Donation to the Zoo from the Society for each of the following membership classifications for guest passes.

\$50.00 Sustaining Membership -	\$14.00
\$100.00 Supporting Membership -	\$21.00
\$500.00 Patron Membership -	\$70.00

BENEFITS TO THE MINNESOTA ZOOLOGICAL SOCIETY MEMBERSHIP

1. Unlimited free admissions annually to the Zoo for each current paid up Society Membership (excluding "limited" membership category).
2. Guest tickets as follows: 4 with a Sustaining Membership; 6 with a Supporting Membership; 20 with a Patron Membership.
3. Use of the Minnesota Zoological Garden on-site board room for regularly scheduled Society Board of Director meetings.
4. "Members Night" at the Zoo once a year. The Zoo would be reserved for Society members only at this time. This night would include free entry and a special tour and program at the Zoo.
5. Designated space on the Zoo site to organize volunteer activities.

FINANCIAL RELATIONSHIP BETWEEN MZS AND MZG

1. Annually we would determine the following:
 - a) The average number of Society members in given fiscal year.
 - b) The amount of usage of Zoo by Society members based on the assumptions formulated by the MZG (Exhibit III)
 - c) The actual dollar amount of value of these volunteered by Society members.
 - d) The dollar amount of value of these volunteered hours based on the number of hours times a pre-determined hourly rate (minimum wage of \$2.35 used in this proposal).

- e) Society's Income and operational expenses.
- f) Society Stabilization Reserve based on 25% of "net profit" or \$20,000, whichever is greater.*

(This reserve is to be used by the Society, at its discretion, for unexpected expenses, payment toward operational deficits or expanded programs).

2. Annually we would use the following method to dispurse Society funds (Exhibit IV):

- a) (Usage of Zoo by Society members as determined above) minus (the dollar amount of Volunteer hours donated) equals (the balance owed bo the Zoo by the Society).
- b-1) (Society Income) minus (Society Expenses) equals (Net Income).
- b-2) (Net Income) minus (Amount owed to Zoo) equals (Net Profit).
- b-3) 25% of Net Profit equals Societys' stabilization reserve , (or \$20,000 whichever is greater).*
- b-4) (Net Profit) minus (any MZS deficit from prior year's operations) minum (Stabilization Reserve) equals (Additional donation to the Zoo).

3. Dispursement of funds would take place once a year at the end of each Society fiscal year.

* *investigation is being done to determine if the \$20,000 reserve is adequate and falls within the standards of normal and advised business practices.*

EXHIBIT III

MZG USAGE ESTIMATES

ESTIMATED ATTENDANCE FIGURES BY MINNESOTA ZOOLOGICAL SOCIETY MEMBERS;

\$15.00 single membership - one person would attend the Zoo two times a year.
 \$25.00 family membership - two persons (adults) and one child would attend the Zoo two times a year.
 \$50.00 family membership - two persons (adults) and one child would attend the Zoo two times a year.
 100.00 family membership - two persons (adults) and one child would attend the Zoo two times a year.
 500.00 family membership - two persons (adults) and one child would attend the Zoo two times a year.

* the attendance figures do not account for the guest memberships but would be figured in when payment from the Society is given to the Zoo for their use.'

ACTUAL USE	June '77-May '78	June '78-May '79	June '79-May '80
\$15.00 SINGLE	two month period not able to be determined	2,458 visits @\$7.00=\$17,206.00	3,000 visits @\$7.00=\$21,000.00
\$25.00 FAMILY (one child)		10,000 visits @\$7.00=\$70,000.00 5,000 visits @\$2.50=\$12,500.00	13,840 visits @\$7.00=\$96,880.00 6,920 visits @\$2.50=\$17,300.00
\$50.00 FAMILY (one child)		40 visits @\$7.00=\$ 280.00 20 visits @\$2.50=\$ 50.00	50 visits @\$7.00=\$ 350.00 25 visits @\$2.50=\$ 62.50
\$100.00 FAMILY (one child)		20 visits @\$7.00=\$ 140.00 10 visits @\$2.50=\$ 25.00	30 visits @\$7.00=\$ 210.00 15 visits @\$2.50=\$ 37.50
\$500.00 FAMILY (one child)		4 visits @\$7.00=\$ 28.00 2 visits @\$2.50=\$ 5.00	4 visits @\$7.00=\$ 28.00 2 visits @\$2.50=\$ 5.00
		<u>\$93,984.00</u>	<u>\$127,323.00</u>

MZS APPROVAL JANUARY 1977

EXHIBIT VI
EXAMPLE OF ANNUAL DISPURSEMENT OF FUNDS

PROPOSED ARRANGEMENT BETWEEN THE MINNESOTA ZOOLOGICAL SOCIETY AND THE MINNESOTA ZOOLOGICAL GARDEN

	June '78-May '79	June '79-May '80	June '80-future
Actual Use by Members	\$93,984.00 (gate loss)	\$127,323.00 (gate loss)	?
Annual Donation by Society to offset gate loss used by members	-\$63,000.00 (volunteer hours worked)	-\$ 75,000.00 (volunteer hours worked)	?
Balance owed by Society	= \$30,984.00 (cash donation)	= \$ 52,323.00 (cash donation)	?

PROPOSED METHOD OF DISPURSEMENT OF FUNDS

<u>June '78-May '79</u>		<u>June '79-May '80</u>	
Society Income	\$164,970.00	Society Income	\$221,750.00
Society Expenses	-\$100,950.00	Society Expenses	-\$105,050.00
	<u>64,020.00</u> net income		<u>116,700.00</u> net income
	- 30,984.00 cash donation to Zoo		- 52,323.00 cash donation to Zoo
	<u>33,036.00</u> net profit		<u>64,377.00</u> net profit
	- ? any deficit from previous year		- ? any deficit
	<u>33,036.00</u>		<u>\$64,377.00</u> additional donation to Zoo
	- 20,000.00 Society Reserve Account*		
	<u>\$ 13,036.00</u> additional donation to Zoo		

* The Society will maintain a Reserve Account of \$20,000.00 or 25% of their net profit - whichever is greater, unless it is determined that a larger amount is necessary to carry out sound business practices.

MZS APPROVAL JANUARY 1977

PROPOSED MEMBERSHIP CATEGORIES

<u>TYPE OF MEMBERSHIP</u>	<u>FEE</u>	<u>BENEFITS</u>
REGULAR	\$25.00	FULL SOCIETY AND ZOO BENEFITS
SINGLE	\$15.00	FULL SOCIETY AND ZOO BENEFITS
LIMITED	\$10.00	FULL SOCIETY - NO ZOO BENEFITS
SUSTAINING	\$50.00	FULL SOCIETY AND ZOO BENEFITS (4 GUEST PASSES)
SUPPORTING	\$100.00	FULL SOCIETY AND ZOO BENEFITS (6 GUEST PASSES)
PATRON	\$500.00	FULL SOCIETY AND ZOO BENEFITS (20 GUEST PASSES)

MINNESOTA ZOOLOGICAL GARDEN
&
MINNESOTA ZOOLOGICAL SOCIETY
INTERRELATIONSHIP CRITERIA OUTLINE

THAT.....

1. THE OVERALL RELATIONSHIP DOES NOT COST THE ZOO DOLLARS.

EXAMPLE: IF 80% OF 10,000 MZS MEMBERS ARE \$25.00
VARIETY, MZG MUST KNOW.....

- A. How \$200,000 IS TO BE USED?
- B. How THE MZS IS TO BE STRUCTURED?
- C. RECEIVE A PORTION OF THOSE DOLLARS.
(TO OFFSET GATE LOSSES)

EXAMPLE: WE KNOW, ON A NATIONAL BASIS, THAT THE
AVERAGE "USE FACTOR" BY SOCIETY MEMBERS,
IS TWO (2) VISITS PER YEAR WITH A FAMILY
OF FOUR....OR EIGHT (8) INDIVIDUAL VISITS.
(50% ADULTS, 50% CHILDREN)

OUR GATE INCOME LOSSES, BASED ON THE PRO-
POSED BENEFITS PACKAGE, THEN, WOULD BE:

\$140,000 = 40,000 ADULT ADMISSIONS
25,000 = 20,000 CHILD (50% UNDER 5)
10,000 = 20,000 @ 50¢ OFF PARKING

\$175,000 = INCOME GIVEN AWAY AT GATE

MINNESOTA ZOOLOGICAL SOCIETY PROPOSAL ESTIMATED:

\$63,000----- (LABOR SAVINGS) -----\$100,000

(EVEN IF THIS WERE TRUE, THERE IS STILL A DEFICIT,
COSTING MZG INCOME LOSSES, OF BETWEEN--
\$ 75,000-----\$112,000.)

2. A. IT IS THE ZOO'S OPERATIONAL PLAN, THAT IT WOULD NOT
HIRE ADDITIONAL EMPLOYEES TO EQUAL THAT VOLUNTEER
LEVEL, BUT RATHER WOULD REDUCE SERVICES.
 - B. THE MZG CAN, EFFECTIVELY, MOBILIZE A LARGE VOLUNTEER
CORPS ITSELF, WITHOUT EXTENDING ANY BENEFITS TO
NON-VOLUNTEERS.
3. ALSO, FROM STRICTLY A LEGAL AND STATUTORY STANDPOINT,
WE HAVE BEEN ADVISED OF THE FOLLOWING:
- A. A PARKING DISCOUNT WILL NOT FLY.
 - B. PERCENTAGE DISCOUNTS IN GIFT SHOPS WILL NOT FLY.
 - C. PRIVILEGES FOR SPECIAL GROUPS ARE LIKELY TO BE
VIEWED WITH GREAT CONCERN BY LEGISLATORS AND MANY
SPECIAL INTEREST GROUPS.
 - D. FREE ADMISSIONS FOR ACTIVE VOLUNTEERS (WHEN ON DUTY)
ARE PROBABLY ACCEPTABLE.

ANY BENEFIT PACKAGE MUST DEAL WITH THESE MAJOR AREAS OF
CONCERN. (UNLIKE ANY OTHER ZOO IN AMERICA, THE MZG, WITH ITS
STATE FUNDING AND SELF-SUPPORTING CHARGE IS A) SCRUTINIZED,

B) MUST DEVELOP ITS OWN "PROFIT CENTER" OPERATIONAL PLAN....
AND C) CANNOT REALLY BE COMPARED TO ANY OTHER FACILITY
ANYWHERE.

MINNESOTA ZOOLOGICAL SOCIETY

BOARD OF DIRECTORS

Dennis P. Albrecht*
1451 Flag Ave. S.
St. Louis Park, Mn. 55426
H: 546-5061 W: 370-6920

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H: 633-7701 W: 370-5176

Sue McCarthy*
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Roseville, Mn. 55113
H: 484-7545

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(Secretary)

L. David Mech, Ph.D.*
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H: 574-1197 W: 645-0841
Ext. 289

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(Treasurer)

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Marialice Seal
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St. Paul, Mn. 55101
W: 371-7635

Dr. Ellen L. Weingart*
2518 Long Lake Road
New Brighton, Mn. 55112
H: 784-4092

Dr. Pershing B. Hofslund
4726 Jay St.
Duluth, Mn. 55804
H: 218-525-5201 W: 218-726-7264
W: 218-726-7257

Karla A. Williams*
26 S.W. 19th Ave.
New Brighton, Mn. 55112
H: 633-2168
(President)

*elected member

Paul E. Zollman, D.V.M.*
819 Memorial Parkway
Rochester, Mn. 55901
H: 507-289-4442 W: 507-289-3336
(Vice-President)

The following suggestions concerning MZS membership and benefits are taken from a preliminary proposal which has been prepared by the MZS Membership Benefits Committee.

This working document has not yet been presented to the MZS Board for approval. It is presented to you for information and preliminary discussion only.

PROPOSED MEMBERSHIP CATEGORIES

<u>Type of Membership</u>	<u>Fee</u>	<u>Benefits</u>
Regular	\$25.00	full Society and Zoo benefits
Special (student) (senior citizen) (single)	\$15.00	full Society and 1/2 the number of admissions
Limited	\$10.00	full Society - no Zoo benefits
Sustaining	\$50.00	full Society and Zoo benefits (2 guest passes)
Supporting	\$100.00	full Society and Zoo benefits (5 guest passes)
Patron	\$500.00	full Society and Zoo benefits (20 guest passes)

BENEFITS TO THE MINNESOTA ZOOLOGICAL SOCIETY MEMBERSHIP

1. Ten (10) free admissions annually to the Zoo for each current paid up Society Membership (excluding "limited" membership category) and five (5) free admissions for "special" membership category.
2. Guest tickets as follows: 2 with a Sustaining Membership; 5 with a Supporting Membership; 20 with a Patron Membership.
3. Use of the Minnesota Zoological Garden on-site board room for regularly *ok* scheduled Society Board of Director meetings.
4. "Members Night" at the Zoo once a year. The Zoo would be reserved for *ok* Society members only at this time. This night would include free entry (not counted as one of the membership free entries) and a special tour and program at the Zoo.
5. Designated space on the Zoo site to organize volunteer activities. *ok*
6. 50% reduction in Zoo parking fee. *ND*

BENEFITS TO THE MINNESOTA ZOOLOGICAL GARDEN

1. Supportive activities (public support/public relations).
 - a. Speakers Bureau.
 - b. Staffing booths.
 - c. Sponsoring agent of an annual major fund-raising event.
 - d. Public exposure through distribution of printed promotional material.
2. Tour guides on a daily basis.
3. Representatives for the Children's Zoo.
4. Representatives for daily operation of the Gift Shop.
5. A volunteer corp of at least 200 members.
6. A volunteer coordinator
7. Representatives for specific Zoo needs as agreed upon mutually by the Minnesota Zoological Society and the Minnesota Zoological Garden.
8. Donation to the Zoo from the Society for each of the following membership classifications:
 - \$50 Sustaining Membership - \$7.00 donation
 - \$100 Supporting Membership - \$17.50 donation
 - \$500 Patron Membership - \$70.00 donation

QUESTIONS REGARDING STATISTICS ON SOCIETY MEMBERSHIP BENEFITS

1. How many zoos listed are charged with being self supporting? (Many are operated on government subsidy primarily.)
2. Of comparable membership categories in other zoos, what is the percentage of members to be found in each category?
3. How is the money, lost to zoo operational costs through membership benefits, reimbursed by the society (in those zoos where the society does not own and operate the zoo?)

Example of additional information needed to interpret more accurately:

San Francisco Zoo operates on a city subsidy. Zoo Society manages concessions (including gift shop) and donates some proceeds to capital improvements; retains choice of projects to be funded. Gift shop discounts therefore do not impinge upon zoo operational budget.

Additionally, free admissions granted zoo society members are tallied and the zoo society reimburses the zoo admission fund fully on a monthly basis. Zoo management controls use of this money, (both operational and capital).

U. S. - RECAP OF
SOCIETY & ZOO RELATIONSHIPS

<u>Zoo</u>	<u>Ownership</u>	<u>Society Membership</u>	<u>Society Benefits</u>
Louisville	Municipal	\$15.00	Free adm. & parking
Turtle Back	Municipal	20.00	Free admission
Oklahoma City	Municipal	15.00	Free admission
Birmingham	Municipal	15.00	Free admission
Baton Rouge	Municipal	10.00	Free admission
Philadelphia	Municipal/ Society	25.00	Free admission
Portland	"	15.00	Free admission
Bronx	"	35.00	Free admission
National	Federal	20.00	Free parking & 50% off train
Central Florida	Society	15.00	Free admission
Denver	Municipal	15.00	Free admission
Houston	Municipal	15.00	Paid volunteers & free annual dinner
Gladys Porter	Municipal	20.00	Free admission
Knoxville	Municipal	15.00	Free admission
San Antonio	Municipal/ Society	15.00	Ten free adult, 20 free kids
Mesker Park	Municipal	10.00	Free admission
Tulsa	Municipal	12.00	Free admission
Roeding Park	Municipal	12.50	Free admission
San Francisco	Municipal	15.00	Free admission
Indianapolis	Society	15.00	Free admission
Cincinnati	Society	20.00	Free admission
Phoenix	Society	14.00	Free admission
San Diego	Society	20.00	Free admission
Brookfield	Society	25.00	Free admission
Topeka	Municipal	12.50	Free admission
Cleveland	Municipal/ Society	15.00	Free adm. & parking
Atlanta	Municipal	10.00	Free admission
Pittsburgh	Municipal	10.00	Free admission

PROPOSED ARRANGEMENT BETWEEN THE MINNESOTA ZOOLOGICAL SOCIETY AND THE MINNESOTA ZOOLOGICAL GARDEN:

	June '78-June '79	June '79-June '80	Future years
Actual use by members	\$93,984.00 (gate loss)	\$127,323.00 (gate loss)	?
Annual Donation by Society to offset gate loss used by members	- \$63,000.00 (volunteer hours worked)	- \$75,000.00 (volunteer hours worked)	?
Balance owed by Society	= \$30,984.00 (cash donation)	= \$52,323.00 (cash donation)	

PROPOSED METHOD OF SOCIETY ACCOUNT AND DISPURSEMENT OF FUNDS:

<u>June '78-June '79</u>		<u>June '79-June '80</u>	
Society Income	\$164,970.00	Society Income	\$221,750.00
Society Expenses	- \$100,950.00	Society Expense	- \$105,050.00
	\$ 64,020.00 net income		\$116,700.00 net income
	- \$ 30,984.00 cash donation to Zoo		- \$ 52,323.00 cash donation to Zoo
	\$ 33,036.00 net profit		\$ 64,377.00 net profit
	- ? any deficit from previous year		- ? any deficit
	\$ 33,036.00		\$ 64,377.00 additional donation to Zoo
	- \$ 20,000.00 Society Reserve Account **		
	13,036.00 additional donation to Zoo		

** The Society will maintain a Reserve Account of \$20,000.00 or 25% of their net profit - ever is greater

MINNESOTA ZOOLOGICAL SOCIETY - ESTIMATED INCOME AND EXPENSE FIGURES:

INCOME	June '76-June '77(current)	June '77-June '78	June '78-June '79	June '79-June '80
Memberships	343 @ \$8.00 = \$ 2,744.00 637 @ 10.00 = \$ 6,370.00 176 @ 25.00 = \$ 4,440.00 23 @ 50.00 = \$ 1,250.00 25 @ 100.00 = \$ 2,500.00 <hr/> 1224members = \$17,164.00 horse show 7,500.00 contributions 456.00 \$24,959.00	1000 @ \$15.00 = \$15,000.00 3558 @ \$25.00 = \$88,950.00 20 @ \$50.00 = \$ 1,000.00 10 @ 100.00 = \$ 1,000.00 2 @ 500.00 = \$ 1,000.00 <hr/> 5000members = \$106,950.00	2458 @ \$15.00 = \$ 36,870.00 5000 @ \$25.00 = \$125,000.00 20 @ \$50.00 = \$ 1,000.00 10 @ 100.00 = \$ 1,000.00 2 @ 500.00 = \$ 1,000.00 <hr/> 7500members = \$164,970.00	3000 @ \$15.00 = \$ 45,000.00 6920 @ \$25.00 = \$173,000.00 25 @ \$50.00 = \$ 1,250.00 15 @ 100.00 = \$ 1,500.00 2 @ 500.00 = \$ 1,000.00 <hr/> 10,000members = \$221,750.00
EXPENSES	June '76-June '77(current)	June '77-June '78	June '78-June '79	June '79-June '80
Office Rental	\$ 3,100.00	\$ 3,500.00	(moved)\$ 4,500.00	\$ 4,800.00
Office Expenses				
Supplies,paper	5,000.00	5,000.00	6,000.00	7,000.00
Equipment	300.00	1,300.00	1,300.00	1,500.00
Repair	300.00	300.00	300.00	300.00
Machine Rental	1,000.00	3,000.00	3,500.00	3,800.00
Postage	1,500.00	2,000.00	3,000.00	4,000.00
Staff Salaries	7,500.00	30,000.00	35,000.00	40,000.00
Telephone	970.00	1,000.00	1,100.00	1,200.00
Committees	675.00	675.00	750.00	800.00
Publicity	1,000.00	1,000.00	1,500.00	2,000.00
Scholarship Awards	750.00	750.00	750.00	750.00
Outside Printing	700.00	1,000.00	1,200.00	1,500.00
Speakers Bureau	150.00	150.00	200.00	200.00
Legal and Accounting	500.00	500.00	600.00	700.00
Dues/Membership	170.00	200.00	200.00	200.00
Insurance	150.00	250.00	300.00	300.00
Miscellaneous	1,000.00	1,200.00	1,500.00	2,000.00
Membership Drive		70,000.00	30,000.00	20,000.00
Newsletter		7,500.00	11,250.00	15,000.00
	<hr/> \$24,765.00	<hr/> \$129,325.00	<hr/> \$100,950.00	<hr/> \$105,050.00
Profit or Loss	+\$194.00	-\$22,575.00	+\$64,020.00	+\$116,700.00

ESTIMATED ATTENDANCE FIGURES BY MINNESOTA ZOOLOGICAL SOCIETY MEMBERS:

\$15.00 single membership - one person would attend the Zoo two times a year.

\$25.00 family membership - two persons (adults) and one child would attend the Zoo two times a year.

\$50.00 family membership - two persons (adults) and one child would attend the Zoo two times a year. *

100.00 family membership - two persons (adults) and one child would attend the Zoo two times a year. *

500.00 family membership - two persons (adults) and one child would attend the Zoo two times a year. *

* guest membership passes would probably be allowed but are not figured in the attendance figures below as the amount has not been determined by the Society.

ACTUAL USE	June '77-June '78	June 78'-June '79	June '79-June '80
\$15.00 SINGLE	two month period not able to be determined at this time	2,458 visits @ \$7.00=\$17,206.00	3,000 visits @ \$7.00=\$21,000.00
\$25.00 FAMILY (one child)		10,000 visits @ \$7.00=\$70,000.00 5,000 visits @ \$2.50=\$12,500.00	13,840 visits @ \$7.00=\$96,880.00 6,920 visits @ \$2.50=\$17,300.00
\$50.00 FAMILY (one child)		40 visits @ \$7.00= 280.00 20 visits @ \$2.50= 50.00	50 visits @ \$7.00= 350.00 25 visits @ \$2.50= 62.50
100.00 FAMILY (one child)		20 visits @ \$7.00 = 140.00 10 visits @ \$2.50 = 25.00	30 visits @ \$7.00= 210.00 15 visits @ \$2.50= 37.50
500.00 FAMILY (one child)		4 visits @ \$7.00 = 28.00 2 visits @ \$2.50 = 5.00	4 visits @ \$7.00= 28.00 2 visits @ \$2.50= 5.00
		\$93,984.00	\$127,323.00



STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL
ST. PAUL 55155

WARREN SPANNAUS
ATTORNEY GENERAL

November 23, 1976

TELEPHONE
(612) 296-6196

Minnesota Zoological Garden
12101 Johnny Cake Ridge Road
Apple Valley, Minnesota 55124

Attention: Steve Schuster

Dear Steve:

You have requested a response to Donald Bridgewater's memorandum or letter of April 9, 1976. Please find enclosed a copy of Rick Slowes' memorandum in reply thereto, dated May 4, 1976.

I concur in Rick Slowes' comments although I may differ in emphasis with respect to specific details. Let me set forth the limitations I find in the statutory scheme since your questions relate particularly to limitations. They are as follows:

1. Minn. Stat. § 84A.02, subd. 11 provides:

The board shall have all powers necessary or convenient to discharge the duties imposed upon it by law, and to operate the zoological garden in the manner which will best serve the public.

There is, then, a public interest limitation.

2. Minn. Stat. § 85A.03, subd. 2 provides:

Subject to the approval of the board, the directors shall organize the Minnesota Zoological Garden and provide for such officers, agents and employees necessary for the operation thereof.

Page two
Minnesota Zoological Garden
November 23, 1976

There is, then, a necessity limitation, at least with respect to the utilization of personnel.

3. A fiscal efficiency limitation can be implied at Minn. Stat. § 85A.05, subd. 5, in that taxes will be levied to make up any deficits that may occur in the Minnesota State Zoological Garden bond account in the state bond fund.

4. The standard constitutional limitations on governmental agencies also apply. These would include the requirement that the actions of the board be reasonably related to the legitimate ends it is authorized to pursue, the requirement that it not act arbitrarily and capriciously, that it treat classes of persons similarly situated in the same fashion, etc.

5. Lastly, it is probable that the standard that normally applies to corporate boards applies here, namely: that the board act in general in a reasonably prudent fashion, that is exercising the amount of care and prudence that an individual person would use in the normal conduct of his day-to-day affairs. This is essentially a reasonableness requirement.

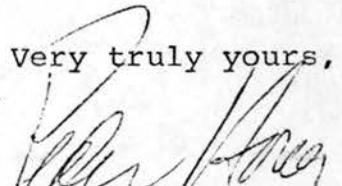
A legal application of the above standards obviously requires the exercise of judgment. Similarly the reasonable exercise of the board's powers includes the exercise of discretion.

I can foresee hypothetical situations in which each of the three proposed types of actions would be reasonable. This is particularly true where it would be to the financial or operational advantage to the Minnesota Zoological Garden to engage in one or all three. Free admission for volunteers on days they are working seems particularly reasonable to me. Providing special events for the exclusive use of Society members and discounted prices for admission may well be reasonable, depending upon the underlying reasons for them. I agree with Rick that on the face of it discount privileges for gift shops and other concessions seems the most difficult to justify in the abstract.

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Minnesota Zoological Garden
November 23, 1976

If you would like, feel free to call me on any of the
above matters.

Very truly yours,



FEDER B. HONG
Special Assistant
Attorney General

160 State Office Building
St. Paul, Minnesota 55155
Telephone: 296-2654

PBH:km
Enclosure

MINNESOTA ZOOLOGICAL GARDEN



April 9, 1976

Mr. Rick Slowes
Office of the Attorney General
160 State Office Building
St. Paul, Minnesota 55155

Dear Rick:

As you are aware, the Minnesota Zoological Garden has enjoyed a long association with a private non-profit citizens support group, the Minnesota Zoological Society. Such societies are a common feature to the majority of zoological parks throughout the country. These groups provide the volunteer services with regard to educational programs, public speaking and similar activities within the zoo. In addition, they actually operate certain concessions or programs with the dedication of profits to the zoo operations. In return for this, in many instances, special privileges, such as discounts on admission charges or services within the park are provided. Special zoological society days are provided, or other benefits of a similar nature.

In view of the fast approaching opening of our zoo, I would appreciate a legal opinion from you as to what the Minnesota Zoological Board may do relative to the above general relationship statements.

Specifically, can the zoological garden

1. issue free or discounted prices to bona fide members of its citizens organization;
2. provide discount privileges for gift shops or other appropriate concession operations within the zoo;
3. provide special events for the exclusive use of members within the zoo.

In return for the above, of course, certain material contributions through funds and volunteer labor are provided by the society.

A preliminary opinion with regard to the above would be desirable prior to meetings with the society which will take place during the first week of May.

Please accept my concern for adding another problem to our mounting demands of your time.

Best regards.

DDB VC

Sincerely,

Donald D. Bridgwater, General Director

Office Memorandum

DEPARTMENT ATTORNEY GENERAL

TO : DON BRIDGWATER
General Director
Minnesota Zoological Garden

DATE: May 4, 1976

FROM : RICK SLOWES *RSS*
Special Assistant
Attorney General

PHONE: 296-2301

SUBJECT: Special privileges for Minnesota Zoological Society members

This will confirm our conversation of May 3, 1976, concerning the above-referenced subject as raised in your letter to me of April 9, 1976.

In essence, you have requested an opinion concerning the legality of affording various types of special privileges to members of the Minnesota Zoological Society in return for the material contributions through funds and volunteer labor that will be provided by the Society to the Zoo. Suggested privileges might include free or discounted prices on admission to the Zoo, discount privileges for gift shops or other concessions at the Zoo, or special events for the exclusive use of members within the Zoo.

As I informed you, I was unable to find either specific statutory authorization or prohibition relating to this matter. The closest analogies I was able to find concern State Fair and the State parks. The State Fair is run by the State Agricultural Society, which is at the least a "quasi" state agency. I am aware that free passes are distributed for the State Fair and have been informed that there is a general policy that 4-H Club members gain free admittance. There does not appear to be any specific statutory authorization for either of those practices. On the other hand, State parks do have a "Volunteer in Parks" program in which the volunteers receive free transportation, room and board. However, that program is established by statute, and the "compensation" is also established by the statute.

Essentially, the question becomes one of whether the Zoo Board's general authority to do all that is necessary "to operate the zoological garden in the manner which will best serve the public" authorizes it to give special treatment to Zoological Society members or some more special authorization that could be provided by the legislature is necessary. Although, as noted, I have been unable to find any clear authority, it is my belief that in light of the clear benefits that will be provided to the Zoo by the Society, the Board could legally provide some special privileges to the Society's members. I cannot, however, guarantee that such a policy would not or could not incur some criticism as being inappropriate special treatment by a state agency.

Along those lines, I related to you my feeling that the least questionable practice would be to provide special events at the Zoo for Zoological Society members and that the most questionable practice would be to provide discount privileges for gift shops and other concessions. Providing free or discount admission would fall somewhere in between.

I hope that this memorandum will be of some assistance to you in your discussions with the Society, and should you desire to discuss this matter in more detail, please do not hesitate to contact me.

RS/kd

November 23, 1976

Minnesota Zoological Garden
12101 Johnny Cake Ridge Road
Apple Valley, Minnesota 55124

Attention: Steve Schuster

Dear Steve:

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I concur in Rick Slowes' comments although I may differ in emphasis with respect to specific details. Let me set forth the limitations I find in the statutory scheme since your questions relate particularly to limitations. They are as follows:

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There is, then, a public interest limitation.

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Subject to the approval of the board, the directors shall organize the Minnesota Zoological Garden and provide for such officers, agents and employees necessary for the operation thereof.

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Minnesota Zoological Garden
November 23, 1976

There is, then, a necessity limitation, at least with respect to the utilization of personnel.

3. A fiscal efficiency limitation can be implied at Minn. Stat. § 85A.05, subd. 5, in that taxes will be levied to make up any deficits that may occur in the Minnesota State Zoological Garden bond account in the state bond fund.

4. The standard constitutional limitations on governmental agencies also apply. These would include the requirement that the actions of the board be reasonably related to the legitimate ends it is authorized to pursue, the requirement that it not act arbitrarily and capriciously, that it treat classes of persons similarly situated in the same fashion, etc.

5. Lastly, it is probable that the standard that normally applies to corporate boards applies here, namely: that the board act in general in a reasonably prudent fashion, that is exercising the amount of care and prudence that an individual person would use in the normal conduct of his day-to-day affairs. This is essentially a reasonableness requirement.

A legal application of the above standards obviously requires the exercise of judgment. Similarly the reasonable exercise of the board's powers includes the exercise of discretion.

I can foresee hypothetical situations in which each of the three proposed types of actions would be reasonable. This is particularly true where it would be to the financial or operational advantage to the Minnesota Zoological Garden to engage in one or all three. Free admission for volunteers on days they are working seems particularly reasonable to me. Providing special events for the exclusive use of Society members and discounted prices for admission may well be reasonable, depending upon the underlying reasons for them. I agree with Rick that on the face of it discount privileges for gift shops and other concessions seems the most difficult to justify in the abstract.

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November 23, 1976

If you would like, feel free to call me on any of the
above matters.

Very truly yours,

PEDER B. HONG
Special Assistant
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PBH:km
Enclosure

DEPARTMENT Attorney General**Office Memorandum**

TO : Mr. John E. Tilton, Chairman
Minnesota State Zoological Board

DATE: Sept. 4, 1970

FROM : Richard B. Riley *RBR*
Special Assistant
Attorney General

SUBJECT: Responsibility for Operational Functions of the
Minnesota Zoological Garden.



Your letter of June 26, 1970, to Mr. Jerome Truhn, Assistant Attorney General, has been referred to me for attention and reply.

Your letter posed a question regarding construction of M.S. 1969, § 85A.02, Subd. 2. This Subdivision states:

The board shall acquire, purchase, construct, equip, operate and maintain the Minnesota zoological garden at a site to be selected by the board but which must be located within the area comprised of the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington. Prior to selection of the site the board shall prepare a comprehensive plan for site location and development which shall be submitted to the metropolitan council for consideration under provisions in section 473B.06, subdivision 6. . . .

Specifically, you asked whether the purely operational functions of the Minnesota Zoological Garden, exclusive of matters of broad area-wide concern, are the exclusive responsibility of the Minnesota State Zoological Board.

It is our view that your question must be answered in the affirmative. We base our view on the following:

- (1) A basic rule of statutory construction in Minnesota is that when a statute contains apparently conflicting clauses, the entire act must be construed as a whole to ascertain its objective. See Sandy vs. Walter Butler Shipbuilders, 221 Minn. 215, 21 N.W.2d 612 (1946).

In this instance, Chapter 85A, when read as a whole, clearly indicates that its objective is for the Zoological Board to have the exclusive responsibility for the operation of the Zoo. The chapter contains many clauses which refer to the Board "operating" the Zoo:

- (a) 85A.02, Subd. 2, states that "The board shall acquire, purchase, construct, equip, operate and maintain the Minnesota zoological garden. . ."
 - (b) 85A.02, Subd. 5, states that "The board may accept and use gifts, grants or contributions for the establishment and operation of the zoological garden. . ."
 - (c) 85A.02, Subd. 7, states that "The board may enact regulations governing the efficient protection of the Minnesota zoological garden and the related facilities and the conduct of persons entering therein."
 - (d) 85A.02, Subd. 11, states that "The board shall have all powers necessary or convenient. . . to operate the zoological garden in the manner which will best serve the public."
 - (e) 85A.03, Subd. 3, states that "As the executive secretary and principal administrative officer of the board and subject to its approval, the director shall operate the Minnesota zoological garden and enforce all regulations and policy decisions of the board in regard thereto."
- (2) Chapter 473B indicates that the Metropolitan Council's reviewing function under 473B.06, Subd. 6, concerns only plans affecting the development of the metropolitan area. See, for example:
- (a) 473B.01, which states that "In order to coordinate the planning and development of the metropolitan area. . ., it is in the public interest to create an administrative agency for that purpose."

- (b) 473B.06(1) which states that "The Metropolitan Council shall review all long-term comprehensive plans of each independent commission, board or agency prepared for its operation and development within the metropolitan area, but only if such plan is determined by the council to have an area-wide effect, a multi-community effect, or to have a substantial effect on metropolitan development."
- (3) Senator Kenneth W. Wolfe, one of the chief sponsors of the bill which led to Chapter 85A, has indicated that it was intended that the purely operational functions concerning the Zoo were to be the exclusive responsibility of the Board.

Therefore, it is our advice that the purely operational functions of the Minnesota Zoological Garden, exclusive of matters of broad area-wide concern, are the exclusive responsibility of the Minnesota State Zoological Board.

RBR:dk