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CAPITAL PROJECTS

1998 AGREEMENT BETWEEN  
THE CITY OF SEATTLE  
AND  
THE UNIVERSITY OF WASHINGTON

AGREEMENT

This Agreement is entered into between the City of Seattle, a municipal corporation of the State of Washington (herein "City"), and the University of Washington, an institution of higher education and agency of the State of Washington (herein "University"). This Agreement takes effect upon the signature of both parties.

WITNESSETH:

RECITALS

1. The University of Washington and the City of Seattle, in fulfilling their primary mission, recognize that each has a common interest in working cooperatively to resolve those issues of mutual interest arising from the development of the University of Washington campus within the City of Seattle.

2. The City and the University recognize that the University of Washington has a responsibility to all of the people of the State of Washington and to the region and the nation, in carrying out its education and research programs and its programs of public service. In addition, the City and the University recognize that the presence of the University of Washington within the City of Seattle has contributed enormously to the cultural, social and economic well-being of the City.

3. The City and the University recognize that the impact of the University on its surrounding communities is positive in many ways, including the easy availability of its cultural and educational programs to the residents of the surrounding communities, the University-dependent jobs and businesses created by its presence, the aesthetic quality of its campus grounds and buildings which have caused it to be called one of the most beautiful university campuses in the world, the quality and diversity of its faculty and staff and their families, many of whom have made important contributions to the quality of life in the surrounding communities.

4. The City and University recognize that the fulfillment of the University's mission may also have adverse impacts upon the City and its surrounding communities by such things as the generation of additional vehicular traffic in the vicinity of the University campus, affecting housing patterns and land-use policies by the location of University facilities off the campus. At the same time, the surrounding communities

EXHIBIT

Appellant \_\_\_\_\_  
Respondent  ADMITTED   
Department \_\_\_\_\_ DENIED \_\_\_\_\_  
FILE # CF #304650, 2007975

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support and complement the activities of the University, contribute to the quality of the environment and to the institution's overall viability.

5. This Agreement is to define certain areas wherein the University, in its planning and development, may fulfill its mission in such a way as to continue to enhance the positive impacts upon the City as a whole and particularly upon the surrounding communities, and at the same time minimize any adverse impact it may have by working cooperatively with appropriate City agencies and community groups in order that problems may be identified at the earliest possible stage and that, where necessary, mitigating actions can be taken to maximize positive impacts and minimize adverse impacts upon the City and particularly the communities surrounding the University, and to promote the health and vitality of the residential, business and academic communities. The City and University should endeavor to plan and develop in a manner which contributes to the quality of the University environment, complements the mission of the University and minimizes any adverse impacts.

6. The City and the University recognize that the University is a major resource of the City, State, region, and nation and that the presence of the University within the confines of the City greatly enhances the cultural, social, and economic well-being of the City. The City and the University further recognize that the University will continue to develop its physical facilities and its teaching, research, and service programs.

7. The City and the University recognize that the University and its continued development impacts the environment of the University and its surrounding neighborhoods and the City services which support the entire community.

8. Both parties recognize the need for coordinated comprehensive planning of University development in order to allow the University to pursue its goals of instruction, research, and service to Seattle and the broader society and, at the same time, to foresee, assess, and mitigate the direct, indirect and cumulative impacts of long-term development on the physical and human environment and on the City services.

## SECTION I

### Definitions

A. "Days". In computing any period of time prescribed, the day of the act or event from which the designated period for time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a City holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a City holiday.

B. "Development". As used throughout this Agreement, the word "development" will mean any University decision to undertake any action of a project nature within the Primary and Secondary Impact Zones, as depicted on Exhibit A, which will directly modify the physical environment and which is not exempt from SEPA, unless the context clearly indicates otherwise.

## SECTION II

### Master Plan and Cumulative Impacts

#### A. Formulation of Master Plan

1. The University will formulate a ten (10) year conceptual Master Plan and Environmental Impact Statement (EIS) which will include all of the following elements:

a. Boundaries of the University of Washington as marked on the official Land Use Maps, Chapter 23.32 of the Seattle Municipal Code, and any proposed changes.

b. Proposed non-institutional zone designations for all areas within the boundaries.

c. A site plan which will provide:

(1) the height and location of existing facilities;

(2) the location of existing and proposed open space, landscaping, and screening; and

(3) the general use and location of any proposed development and proposed alternatives.

d. The institutional zone and development standards to be used by the University.

e. A general description of existing and proposed parking facilities and bicycle, pedestrian, and traffic circulation systems within the University boundaries and their relationship to the external street system.

f. A transportation plan which will include specific University programs to reduce traffic impacts and to encourage the use of public transit, carpools, vanpools, and other alternatives to single-occupancy vehicles. The traffic and transportation programs included herein will be incorporated into the

Master Plan unless program revisions have been made in accordance with the provisions of this Agreement.

g. A general description of future energy and utility needs, potential energy system and capacity improvements, and proposed means of increasing energy efficiency.

h. A description of alternative proposals for physical development including explanation of the reasons for considering each alternative.

i. Proposed development phases, including development priorities, estimated timetable for proposed developments, and proposed interim uses of property awaiting development.

j. A description of any proposed street or alley vacation.

k. Information required by Section II.E.2.

2. The University's Master Plan and EIS will include information on its proposed developments. It will include a proposed development schedule in sufficient detail to permit analysis of impacts on adjacent neighborhoods and City facilities and services. The Master Plan and EIS will include boundaries surrounding the University and identified as Primary and Secondary Impact Zones in accordance with the map attached hereto as Exhibit A to this Agreement. The Primary and Secondary Impact Zones will be used to assess and monitor the direct, indirect, and cumulative impacts resulting from all proposed University developments. The establishment of the zones will not preclude assessment of any environmental impacts resulting from proposed University developments which may extend beyond the zones.

3. The City will cooperate with the University in the formulation of the Master Plan and EIS. Representatives of the City Department of Construction and Land Use (DCLU) and the University will consult and exchange information regarding the scope and content of the EIS and the Master Plan before it is prepared. The University will also consult and exchange information with the City-University-Community Advisory Committee (CUCAC) regarding the scope and content of the EIS and Master Plan before it is prepared. The University will submit to DCLU a preliminary draft EIS and draft Master Plan for review and comment by appropriate City departments prior to formal circulation.

**B. Procedures for Consideration, City Approval, and University Adoption of the University Master Plan**

Notwithstanding the provisions of any applicable City ordinances, the following procedures will be followed for consideration, approval, and adoption of the University's Master Plan:

1. Once a draft Master Plan is formulated, a written copy of the draft Master Plan and Draft EIS will be submitted to CUCAC and DCLU, and an application for a Major Institution Master Plan will be submitted to DCLU.
2. CUCAC will hold meetings which will be open to the public. One of the meetings will be jointly conducted with the University and will be the University's public hearing on the Draft EIS. Within seventy-five (75) days of receipt of the draft Master Plan and Draft EIS, CUCAC will provide written comments to the University on the draft Master Plan and the Draft EIS. Comments will be limited to consideration of the physical development of the University and its environmental impacts.
3. The University may revise the draft Master Plan and will prepare a Final EIS following the public meetings, the public hearing, and receipt of the comments made pursuant to SEPA.
4. The University will then submit a proposed final Master Plan and Final EIS to CUCAC and DCLU for review.
5. Within twenty days (20) of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., DCLU will notify the University if any additional information should be included.
6. Within fifty-six (56) days of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., CUCAC will report its findings, public comments, and recommendations to the Director of DCLU.
7. The Director of DCLU will review the proposed final Master Plan and EIS and the CUCAC report. At least twenty-eight (28) days prior to issuance of a final written report under Section II.B.8.c., DCLU shall provide a draft written report to CUCAC and the University.
8. Within one hundred and twenty (120) days of the University's submittal of the proposed final Master Plan and Final EIS under Section II.B.4., unless the one hundred and twenty day deadline is jointly waived in writing by the University and the Director, the Director of DCLU will submit to the City Hearing Examiner the following items:

- a. The University's proposed final Master Plan and EIS;
- b. The report of CUCAC;
- c. A written report of findings and recommendations relating to:
  - (1) Consistency of the proposed final Master Plan with the objectives of the City's Major Institutions Policy, SEPA, and other adopted land use policies and regulations of the City;
  - (2) Comments received from affected City departments and other governmental agencies;
  - (3) Proposed conditions for mitigating adverse environmental impacts;
  - (4) Reasons for differences, if any, between the findings of the Director and CUCAC;
  - (5) Recommendations on whether the proposed final Master Plan should be approved as proposed, conditioned, or denied.

d. DCLU's review and recommendation shall be based on the provisions of this Agreement, neighborhood plans and policies adopted by ordinance, SEPA, other applicable land use policies and regulations of the City. This review shall also consider the need for University development to allow the University to fulfill its mission of public instruction, research, and services while assessing and mitigating the direct, indirect and cumulative impacts of such development on the physical and human environment and on city services, and whether the proposed development and changes represent a reasonable balance of the public benefits of development and change with the need to maintain livability and vitality of adjacent neighborhoods.

9. The Hearing Examiner will conduct a public hearing on the University's proposed final Master Plan. Except as otherwise provided by this Agreement, detailed procedures pertaining to notice of the hearing and the Hearing Examiner's consideration of the Master Plan will be in accordance with City procedures for public hearings before the Hearing Examiner on land use matters requiring City Council action. Within thirty (30) days after the hearing is closed, the Hearing Examiner will submit recommendations to the City Council based on the provisions of this Agreement, neighborhood plans and policies adopted by ordinance, SEPA, other

applicable land use policies and regulations of the City, and will include written findings and conclusions regarding physical development and environmental impacts.

10. The Council will hold a public hearing to receive comments on the University's proposed final Master Plan from representatives of the University, CUCAC, and all other persons who filed a written petition for further consideration within fourteen (14) days of the Hearing Examiner's recommendation.

11. The Council will consider the record before the Hearing Examiner and the comments received at its public hearing and will prepare a preliminary decision which will be sent to the University of Washington Board of Regents, CUCAC, and all persons who petitioned for further consideration. Within thirty (30) days of the preliminary decision, the Board of Regents, CUCAC, and any petitioning persons may respond to the Council's preliminary decision by providing specific objections, the basis for the objections, and reasonable alternatives to the preliminary decision. The Council will mail any written comments to all other parties of record who will file any written response within fourteen days.

12. After considering the responses the Council will consider and act on the University's final Master Plan.

13. The University's Master Plan will not become final until the ordinance approving it has become law pursuant to the City Charter and the Master Plan has been adopted by the University's Board of Regents.

#### C. Changes to University Master Plan.

1. If a proposed change to an adopted Master Plan fits within any of the provisions of Section II.C.2., the proposed change is exempt from the provisions of Sections II.C.3. through II.C.5. Prior to taking any action based upon the proposed exempt change, the University shall provide notice to DCLU and CUCAC of the proposed exempt change, including a description of the category of exempt changes in which the proposed change fits. If DCLU disagrees with the proposed exempt change, it shall notify the University within seven (7) days of receipt of the notice, including an explanation of why the proposed change is not exempt. Any continuing disagreement will be addressed in accordance with Section VIII.B., Resolution of Disputes.

2. Exempt Changes. An exempt change shall be:

a. A change to the design and/or location of a proposed structure or other improvement from that shown in the Master Plan, provided that the change to the structure or improvement meets the development standards set

forth in the Master Plan and the location is within the same sector, as defined in the Master Plan; or

b. Any movement of gross floor area within a sector, as defined by the Master Plan. Any new gross floor area added to a structure or proposed project must be accompanied by a decrease in gross floor area elsewhere within the sector if the total gross floor area permitted for the applicable sector would be exceeded; or

c. Restriping or moving parking spaces around the campus; except that moving an approved parking structure from one sector (as defined by the Master Plan) to another shall not be exempt. After the ceiling of parking spaces set forth in the Master Plan is reached, for an action to be exempt, any new parking space(s) must be accompanied by a decrease in parking space(s) elsewhere on campus so that the total number of approved parking spaces on campus is not increased; or

d. Any change in the phasing of construction, if not tied to a condition of the Master Plan imposed under approval by the Council; or

e. Any increase in gross floor area below-grade.

3. Amendments. Amendments which are not exempt shall be submitted to the Director of DCLU and CUCAC. Except as provided in this section II.C.3, the procedures of SMC 23.88.020, Land Use Interpretations, shall be followed for the Director's decision whether a proposed amendment is major or minor. The adopted Master Plan and criteria in Section II.C.4. and C.5. shall be used to determine whether an amendment is major or minor.

a. CUCAC shall review a proposed minor or major amendment and submit comments to DCLU and the University within forty-five (45) days from submittal of the proposed change to DCLU on whether it should be considered minor or major, and what conditions (if any) should be imposed.

b. The Director shall determine whether a proposed amendment is minor or major. The Director's determination shall be made within seventy-five (75) days from submittal of the proposed change. After the Director makes a decision on whether an amendment is minor or major, CUCAC and the University shall be provided a copy of the interpretation.

c. If the Director and the University agree that a proposed amendment is major, the interpretation process shall be waived, and the

amendment and environmental review process shall be subject to the provisions of Section II.C.5.

4. **Minor Amendments.** A proposed change to an adopted Master Plan shall be considered and approved as a minor amendment when it is consistent with the general goals of the Master Plan, is not an exempt change according to Section II.C.2., is not a major amendment as listed in Section II.C.5.a. or Section II.C.5.b., and meets at least one of the following criteria:

a. The amendment will not result in significantly greater impacts than those contemplated in the EIS for the adopted Master Plan; or

b. The amendment is a change to the Master Plan development standard or Master Plan condition, or a change in the location or decrease in size of open space identified in the Master Plan, and the proposed change would not go beyond the minimum necessary to afford relief and will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity in which the major institution is located; or

c. The amendment or proposed project will implement the adopted goals and objectives of an adopted neighborhood plan.

5. **Major Amendments.** A proposed change to an adopted Master Plan shall be considered a major amendment when it is not an exempt change according to Section II.C.2. or a minor amendment according to Section II.C.4. If an amendment is determined to be major, the amendment and environmental review process shall be subject to the provisions of Section II.B. In addition, either of the following shall be considered a major amendment:

a. An increase in a height designation or the expansion of the boundary of the MIO District if the adopted Master Plan has been in effect less than ten (10) years; or

b. A reduction in housing stock within the Primary or Secondary Impact Zone that exceeds the level approved in the adopted Master Plan.

6. To the extent this Section II.C. conflicts with the Master Plan for 1991-2001 (also referred to as the General Physical Development Plan or the GPDP), this section will prevail.

**D. Annual Reports**

1. The University will prepare and submit an annual report to DCLU and CUCAC which will provide the following information:

- a. A status report on all ongoing development projects at the University;
- b. Proposed project development changes, and major and minor amendments;
- c. Any identified changes in direct, indirect, and cumulative adverse environmental impacts to the surrounding community and the City as a result of changes to the proposed development schedule set forth in the Master Plan;
- d. The results of the biennial campus and U-District cordon counts; and
- e. Progress made in achieving the goals and objectives contained in the transportation management program towards reduction of single-occupant vehicle use by institution employees, staff and/or students; and the progress made in meeting conditions of master plan approval.

2. In addition the annual report will include the following information:

- a. Any purchases completed or proposed within the next year and proposed uses of such property located within the Primary and Secondary Impact Zones;
- b. Any gifts of real property and proposed use of such property located within the Primary and Secondary Impact Zones; and
- c. Current summary of all leases in the Primary and Secondary Impact Zones including location, amount of space, use and term. This summary will also include any known plans for additional leases within the next year within the Primary and Secondary Impact Zones.

3. The annual report will be made an addendum to the Master Plan.

4. The annual report will be submitted to DCLU at the same time the other major institutions submit their reports.

5. To the extent this Section II.D. conflicts with the Master Plan for 1991-2001, this section will prevail.

**E. Land Acquisition and Leasing**

1. Policy. The current Land Acquisition and Leasing policy, found in Appendix B to the Master Plan for 1991 to 2001 (also referred to as the General Physical Development Plan or the GPDP), shall continue to apply except as specifically provided in this Agreement. In its next Master Plan, the University may propose changes to the Land Acquisition and Leasing policy in the GPDP or in this Agreement, consistent with the process set forth in the adopted neighborhood plans, except that in the next Master Plan, when it is initially adopted, the amount of leased space in the Primary and Secondary Impact Zones shall be limited to 550,000 gross square feet and the boundaries of the permitted leasing zone shall not be changed. To the extent this Section II.E. conflicts with the Master Plan for 1991-2001, this section will prevail.

2. Master Plan Information. The University in formulating its Master Plan will include the following information concerning land acquisition and leasing within the Primary and Secondary Impact Zones:

a. A site plan depicting properties planned for purchase, lands which may be purchased, and acquisition dates where known.

b. A summary of leased property depicting location, amount of space, use and term of lease. The summary will also include any known plans for additional leases or other changes in leasing patterns.

c. An environmental assessment of the impacts that may result from University use of the properties listed in accordance with Section II.E.2.a. and b.

3. University Master Plan Amendments. Amendments to the University's Master Plan will not be required for land acquisition except where the following actions have occurred:

a. If the development of real property which has been acquired by purchase or gift would result in significant adverse environmental impacts not previously identified in the EIS for the Master Plan, an amendment under Section II.C.3. will be required.

b. If the University's use of property results in significant adverse environmental impacts which have not been described in the EIS for the Master

5. To the extent this Section II.D. conflicts with the Master Plan for 1991-2001, this section will prevail.

#### E. Land Acquisition and Leasing

1. Policy. The current Land Acquisition and Leasing policy, found in Appendix B to the Master Plan for 1991 to 2001 (also referred to as the General Physical Development Plan or the GPDP), shall continue to apply except as specifically provided in this Agreement. In its next Master Plan, the University may propose changes to the Land Acquisition and Leasing policy in the GPDP or in this Agreement, consistent with the process set forth in the adopted neighborhood plans, except that in the next Master Plan, when it is initially adopted, the amount of leased space in the Primary and Secondary Impact Zones shall be limited to 550,000 gross square feet and the boundaries of the permitted leasing zone shall not be changed. To the extent this Section II.E. conflicts with the Master Plan for 1991-2001, this section will prevail.

2. Master Plan Information. The University in formulating its Master Plan will include the following information concerning land acquisition and leasing within the Primary and Secondary Impact Zones:

a. A site plan depicting properties planned for purchase, lands which may be purchased, and acquisition dates where known.

b. A summary of leased property depicting location, amount of space, use and term of lease. The summary will also include any known plans for additional leases or other changes in leasing patterns.

c. An environmental assessment of the impacts that may result from University use of the properties listed in accordance with Section II.E.2.a. and b.

3. University Master Plan Amendments. Amendments to the University's Master Plan will not be required for land acquisition except where the following actions have occurred:

a. If the development of real property which has been acquired by purchase or gift would result in significant adverse environmental impacts not previously identified in the EIS for the Master Plan, an amendment under Section II.C.3. will be required.

b. If the University's use of property results in significant adverse environmental impacts which have not been described in the EIS for the Master

Plan and which are substantially different from the impacts of previous non University tenants, an amendment under Section II.C.3. will be required.

4. Permitted Leasing. Notwithstanding any provision of the General Physical Development Plan for 1991-2001 and Conditions of Approval, the University is permitted to lease property within the Primary and Secondary Impact Zones depicted in Exhibit A, so long as such use complies with City land use regulations, as follows:

a. Except as provided in Section II.E.4.c., leasing will be permitted only in the "permitted leasing zone", which is located within the Primary and Secondary Impact Zones, as depicted on Exhibit A. Within the "permitted leasing zone", leasing of residentially zoned properties will not be permitted.

b. The amount of leased space within the Primary and Secondary Impact Zones shall not exceed 550,000 gross square feet (gsf). This space limit shall not be reduced by construction under the GPDP.

c. Within the Primary and Secondary Impact Zones, the continued leasing of space as of the effective date of this Agreement shall be permitted; and the renewal of such leases after the effective date of this Agreement shall be permitted, except that expansion of such leases shall only be permitted in the "permitted leasing zone.

d. Leasing shall be permitted in the "permitted leasing zone" for the purpose of housing patients and families of patients of the University of Washington Medical Center.

e. No leasing shall be allowed at street-level in a commercial zone, except for uses similar to retail sales and services, customer service offices, entertainment use, child care centers, medical clinics, extension service offices or other uses permitted under the Master Plan or in a Council-approved neighborhood plan.

f. The features of the University's transportation management program shall continue to be made available to all University enrolled students, and faculty and staff occupying leased space in the Primary and Secondary Impact Zones.

5. Patient and family housing. Within the Primary and Secondary Impact Zones, the University will use property acquired through purchase or gift for the purpose of housing patients and families of patients of the University of Washington Medical Center only within the area bounded on the south by the Montlake Cut and Portage Bay, on the west by Interstate 5, on the north by NE Ravenna Blvd, Ravenna

Ave NE and NE 55th St., and on the east by 25th Avenue NE and Montlake Boulevard NE, and consistent with applicable zoning requirements.

6. Effect of Master Planning and Neighborhood Planning. Changes to the lease limit may be proposed through the master planning adoption or amendment process, consistent with the process that may be set forth in the adopted neighborhood plans; except that in the Master Plan adopted for the period from 2001 to 2011, the amount of leased space within the Primary and Secondary Impact Zones shall be limited to 550,000 gross square feet (gsf) and to the "permitted leasing zone" depicted in Exhibit A and any change to these limitations shall be proposed as a major amendment to the Master Plan.

#### F. University-Community Relations

1. The City and the University recognize that the presence of the University of Washington campus has many favorable impacts upon the surrounding area which encouraged the establishment and growth of the nearby residential and business areas. At the same time, the University and the City recognize the need for sensitivity and public dialogue regarding the effect of University decisions on the needs and goals of the surrounding communities. Further, the City and the University recognize a need to increase public dialogue regarding the University's obligation to serve the local community, the City, the State and the region and that, as an agency of the State of Washington, the University's policies and program needs are impacted by actions of the state legislature and the United States Congress.

2. Therefore, the City and the University will cooperate with the City-University Community Advisory Committee and representatives of the surrounding residential and business communities throughout the planning process whenever actions are proposed which could materially affect those communities. To facilitate this cooperation and public participation, the University will prepare a public outreach plan as part of the development of a draft Master Plan. In addition, depending upon the issue or project, the University may consider the use of other reasonable methods for informing and involving the public, such as: quarterly meeting with community leaders, notification of the news media, public meetings/hearings, public notices, flyers, workshops, signs, newsletters or articles.

#### G. City-Community Advisory Committee

1. Membership. A Community Advisory Committee, to be known as the City University Community Advisory Committee or CUCAC, shall be established jointly by the City and the University composed of a maximum of 16 voting members designated as follows:

a. one designee each selected annually by the following organizations: (1) Eastlake Community Council, (2) the Greater University Chamber of Commerce, (3) Laurelhurst Community Club, (4) Montlake Community Club, (5) Portage Bay/ Roanoke Park Community Council, (6) Ravenna-Bryant Community Association, (7) Ravenna Springs Community Group, (8) Roosevelt Neighbors' Alliance, (9) Roosevelt Neighborhood Association, (10) University District Community Council, (11) University Park Community Club, and (12) Wallingford Community Council; and

b. one designee selected annually by the University from each of the following: (1) the University faculty, (2) the University students, (3) the University staff and (4) an at-large representative.

The City and University administration will provide staff members to serve as staff to the Committee and as liaison with their respective employers.

2. Voting. Fifty percent of the CUCAC membership shall constitute a quorum for voting. For purposes of determining a quorum, the CUCAC membership shall be those members who have been selected in accordance with II.G.1, at the time of voting. Action may be taken pursuant to a majority vote of the quorum.

3. Purpose. In an effort to balance the public benefits of growth and change with the need to maintain the livability and vitality of surrounding neighborhoods, CUCAC shall advise the City and the University on the orderly physical development of the University and the greater University area; provide advice regarding the provision of adequate City services to the University and surrounding community and business areas; provide advice regarding the preservation of the many positive aspects of the University's presence in the community; provide advice regarding the potential adverse effects of removing aspects of University development projects from the University campus; and provide advice regarding the protection of the surrounding community and business areas from adverse effects of University and City actions.

4. Responsibilities. The responsibilities of the CUCAC shall be to review, and comment upon the following actions regarding the physical development of the University and the greater University area: the draft and final Master Plans, (including the Transportation Management Plan, policies, development standards, public outreach plan), major and minor amendments to the Master Plan, environmental documents prepared under SEPA, all annual reports and other issues identified by CUCAC members, represented community organizations, the University and the City. CUCAC shall make recommendations to the appropriate decision-making body, individual or responsible official or agency within the specified time period so that such recommendations may be considered before a final action is taken. The appropriate

decision-making body, individual, or responsible official or agency shall inform CUCAC of its final decision on the action along with its jurisdiction.

5. Bylaws. CUCAC shall develop by-laws which will govern its actions, to the extent not addressed by this Agreement, and shall include the following:

- a. A procedure which addresses conflict of interest;
- b. A procedure which allows only three consecutive unexcused absences;
- c. To the extent not inconsistent with this Agreement, incorporation of Robert's Rules of Order; and
- d. A procedure for transmitting the majority and minority views of the CUCAC members present at a regular meeting in the event that the quorum requirement is not met.

### SECTION III

#### Traffic and Transportation, and Related Impacts

##### A. Background

1. Section III of the 1983 City-University Agreement contained a detailed set of goals and objectives and detailed requirements for monitoring and transportation programs. Under the terms of Section III.I. of the 1983 City-University Agreement, Section III expired on August 31, 1991 and was replaced by the General Physical Development Plan for 1991-2001 (GPDP) and its Conditions of Approval. Also by the terms of Section II.C.1.d. of the 1983 City-University Agreement, the annual report is made an addendum to the GPDP.

2. At the time the 1983 City-University Agreement was adopted, three major projects were being planned for the southeast portion of the campus, nearest the Montlake Bridge: the University Hospital Expansion, Triangle Garage, and the Husky Stadium Expansion. Because of those plans, potential traffic impacts to the Montlake Bridge received special attention in Section III of the 1983 City-University Agreement and in the 1983 GPDP. Part of the strategy set forth in Section III for addressing traffic impacts on the Montlake Bridge was to collect baseline traffic survey data over which no increase (within a specified range of error) would be allowed.

3. The GPDP for 1991-2001 was adopted in May 1992, with Conditions of Approval imposed by the City. It replaced Section III of the 1983 City-University

Agreement which had expired in August 1991. With the completion of the three projects, a shift occurred away from numeric maximum limits on traffic in any one location toward a university area-wide approach to traffic control. The collection of traffic survey data remains a centerpiece of the program, along with maximum limits on total campus trips and campus parking spaces. The GPD for 1991-2001 addresses traffic and transportation issues on a university area-wide basis through implementation of a Transportation Management Program (TMP). All new trips created by expansion proposed under the GPD for 1991-2001 were to be mitigated through an enhanced TMP, which later became the U-Pass program. The transportation and traffic program contained in the GPD will continue to apply until modified in the new Master Plan.

4. The new Master Plan will address projects necessary to accommodate additional students, staff and faculty that will result from the mandate of the State of Washington for the University to serve a significant increase in students by 2010. In addition, the new Master Plan will address other development proposed to accommodate current student and research needs of the University.

5. As described below, significant traffic congestion exists in the university area and University-related traffic contributes to this congestion. The new Master Plan will address the impact of proposed campus development on the already congested university area. The policies of this Section III of the Agreement are intended to be the basis for the University's proposed transportation plan in its new Master Plan. Through the master planning process, the University will conduct a transportation study, identify environmental impacts of proposed development, including traffic impacts; and identify measures to mitigate those impacts. Addressing traffic congestion issues in the new Master Plan will allow consideration on a university area-wide basis to strive to assure that university-generated traffic does not cause traffic to exceed capacity at the U-District cordon count points and that one neighborhood's problem is not shifted to another neighborhood.

#### B. Issues Statement

1. Traffic. The City, which is responsible for the regulation and control of City streets, has determined that the university area is substantially impacted by automobiles during peak periods. As traffic on major arterials in the university area approaches capacity, commuters extend the peak periods in an effort to avoid congestion or seek alternate routes through neighborhoods by traveling on residential streets which are not designed for through traffic.

a. Sources of Traffic. There are three sources of traffic in the university area. The first source is through trips, or trips that originate outside the area and pass through it to reach the regional freeway system or other destinations. The second source of traffic volumes is non-University related trips

which are associated with employment, shopping and entertainment where the trips could originate within or outside the university area or are internal to the area. The third source of trips is related to the University and these University-related trips originate both within and outside the university area and have a University facility as their origin or destination.

b. Continued Traffic Growth. Since the early 1970's, the University has been committed to having a TMP that minimizes traffic and parking congestion on campus and in the surrounding neighborhoods. The University's TMP has been successful in shifting commuters to alternatives other than single occupant vehicles (SOV's). However, non-University related trips and through trips on the streets serving the university area have continued to grow.

c. Future University Development. The University has been mandated by the State of Washington to accommodate a significant increase in students by 2010. The new master planning process will analyze and plan for any development necessary to accommodate additional students, staff and faculty and identify measures to mitigate associated traffic impacts.

2. Parking. Neighborhood streets near the University are impacted by University-related commuter parking. Additionally, the neighborhood streets within the university area but at a distance from the University may be impacted by street parking by University-related commuters who continue their commute trip by other means such as walking, rollerblading, bicycle, carpool, and transit.

3. Montlake Bridge

a. The City and the University have determined that the Montlake Bridge, which provides access to and from the University campus, the Evergreen Point Floating Bridge (SR 520), the northeast Seattle area, and southeast Seattle areas, and downtown, is frequently congested during peak periods on weekdays. Backups onto SR 520 significantly impact the Montlake Bridge and university area. As a result, the Montlake corridor is at or near capacity. University-related traffic contributes to the congestion on the Montlake Bridge. Traffic congestion is exacerbated by the impact of external influences, including traffic on SR 520, Montlake Bridge openings, transit services, and growth elsewhere in northeast Seattle.

b. New development within the university area under the new Master Plan has the potential to increase this already heavy congestion. Additional traffic will extend the hours at which the Montlake Bridge is at or near capacity or will force travel through alternative corridors. If further growth in traffic

levels is permitted, an even greater increase in traffic congestion and even longer delays could occur.

c. The transportation study conducted for the new Master Plan will include a traffic analysis, population and trip projections, and identification of traffic impacts. While the University will include measures in the new Master Plan to mitigate impacts of proposed development, the traffic congestion problem on the Montlake Bridge is regional in nature and can not be addressed by the City or the University alone. The State of Washington Department of Transportation (WSDOT) is conducting a Trans-Lake Washington Study that should include an analysis of the impacts of SR 520 on university area traffic and the impacts of the university area traffic on SR 520.

4. University Bridge. The University and the City have determined that the University Bridge which provides access to and from the University campus, the northeast Seattle area, southeast Seattle areas and downtown, is congested during peak periods. Development in the university area has the potential to increase congestion and cause longer traffic delays.

5. I-5 Corridor. Heavy traffic on the I-5 corridor impacts arterials adjacent to I-5 in the university area and affects the traffic flow into and out of the university area.

6. Traffic Planning. While the University is committed to a strong TMP, it is only one participant in transportation planning in the university area. Others include major employers in and around the university area, community councils, neighborhood planning organizations, the City of Seattle, King County Metro, Community Transit, the Regional Transit Authority, WSDOT, the Puget Sound Regional Council (PSRC), and the Elevated Transportation Company (Monorail) Public Development Authority.

The City develops and implements programs to reduce traffic demands in the university area. The City also constructs and maintains capital facilities that manage traffic flow. King County Metro is the primary provider of transit service to the university area and to the campus and plays a major role in the University's ability to encourage non-automobile trips. WSDOT affects traffic flow into and out of the university area through its ramp metering systems on I-5 and SR 520. Long range planning for the region, and the university area (which includes an Urban Center and Residential Urban Villages), is the responsibility of the City through the neighborhood planning processes, with the support of PSRC through its regional travel forecasting and high capacity planning work and the RTA through its regional HOV and light rail implementation plans. The University needs the cooperation and support of all these

governmental agencies and groups if it is to help mitigate University-related traffic impacts in the university area both today and in the future.

7. Urban Centers and Urban Villages: Pursuant to the State of Washington's Growth Management Act, the City of Seattle's Comprehensive Plan has designated the University Community as an Urban Center. In addition, Residential Urban Villages have been designated in the neighborhoods surrounding the University. Over the next 20 years the university area is expected to accommodate a significant amount of growth in households and jobs. Plans to address this growth are being developed by the City through neighborhood planning processes.

### C. General Transportation Policies

1. As set forth in the Issues Statement, growth is anticipated to occur in the university area. The University, the City and the community groups recognize that they need to work together if this growth is to be accomplished in a manner that achieves and maintains acceptable traffic levels.

2. The University will continue its practice of providing a strong TMP that promotes walking, bicycling, carpooling/vanpooling and transit at the lowest price possible to the user. The use of the single occupant private automobile for traveling to, from and on the campus will be discouraged through the provision of facilities and services favoring alternative modes. The pedestrian character of the campus will be maintained and enhanced. The University will coordinate its efforts in this regard with the neighborhood planning processes.

3. The University will cooperate with the City in providing a network of bicycle paths to, from and on the campus. Adequate bicycle parking, including secure racks and lockers will be provided in safe, convenient locations on campus, but not in a manner which would promote unnecessary intra-campus bicycle travel.

4. The University will continue to improve campus accessibility for the disabled through provisions of graded pathways, ramps, curb cuts, elevators and disabled persons' campus transportation.

5. The University will support the City and adjacent communities in improving traffic flow on street networks surrounding and leading to the University including decreasing the impact of street parking. The University and the City recognize that streets in neighborhoods in the university area at a distance from the University may also be impacted by street parking by University-related commuters who continue their commute trip by other means such as walking, rollerblading, bicycle, carpool, and transit.

6. The City and the University will continue to act in partnership with King County Metro and Community Transit to provide a high level of transit service to the campus, the university area, and nearby neighborhood business districts.

7. Although details of the RTA's light-rail route through the University District, and its associated benefits and impacts, are not yet known, the University and the City support the plans of the RTA to provide light rail service to the university area and the construction of two stations in the university area, with preference placed on underground alternatives for both the service and stations. This support will include the University and the City each designating a representative to participate in meetings and actively seeking to resolve conflicts. The new Master Plan will incorporate assumptions based on the RTA plans existing at the time of the adoption of the Master Plan.

8. The City and the University recognize that they play an important role in non-University processes designed to study and address transportation issues that ultimately affect the university area and will continue to work to address transportation problems with other major employers in and around the university area, community councils, the neighborhood planning organizations, King County Metro, Community Transit, the Regional Transit Authority, Washington Department of Transportation (WSDOT), the Puget Sound Regional Council (PSRC), and the Elevated Transportation Company (Monorail) Public Development Authority. The City and the University recognize the importance of their active participation in the WSDOT Trans-Lake Washington Study.

9. The traffic and transportation goals in the General Physical Development Plan for 1991 to 2001 respond to the above policies and will be used to guide transportation development on the University Campus. The City and the University recognize the need for specificity in goals and objectives must be balanced with the need to allow changes to be made in the new Master Plan to address new or newly identified impacts.

#### **D. Traffic and Transportation Goals**

In recognition of the benefits of further University development, in recognition of the need to control and reduce the adverse impacts of traffic congestion and commuter parking in the nearby neighborhoods, and in an effort to improve University-related traffic and transportation planning for the university area, the City and the University agree that the transportation goals, policies and plans, and the transportation management program in the General Physical Development Plan for 1991 to 2001 (GPDP) and its Conditions of Approval shall continue to apply until superseded by the next Master Plan when it is adopted. As required by the GPDP, the University shall

continue to monitor traffic, including conducting cordon point counts, and shall be responsible for mitigating impacts if the traffic limits specified are not met. The University shall continue its existing transportation management program (TMP) strategies as required in the GPDP until a new Master Plan is adopted.

1. University-Generated Weekday Traffic: The University will not exceed the maximum allowable number of University-generated AM peak period vehicle trips on campus, PM peak period trips from campus and 24 hour total campus trips as set forth in the GPDP and its Conditions of Approval, unless changed through the new Master Plan. In addition, in the new Master Plan, the University will address traffic congestion problems on a university area-wide basis and strive to assure that University-generated traffic does not cause traffic to exceed capacity at the U-District cordon count points. The University will encourage the City to conduct pedestrian and bicycle counts at appropriate locations in the university area.

2. Montlake Bridge. The City and the University will participate in the WSDOT sponsored Trans-Lake Washington Study, and any related future studies. To the extent possible, the University and the City will work with WSDOT to implement programs to reduce traffic destined for SR 520 that uses the Montlake Bridge.

It is imperative that the City, WSDOT, public transit agencies, and other public agencies responsible for the planning and operation of transportation facilities and services in the vicinity of the Montlake Bridge and SR 513 (Montlake Boulevard), act cooperatively and aggressively to manage growth of traffic demand in the Montlake corridor. The University and City agree to cooperate actively with such agencies in the development and implementation of measures designed to reduce traffic congestion and delays on the Montlake Bridge and adjacent portions of SR 513 and designed to enhance and improve public transportation services in this area.

In addition, the City and the University will continue to implement programs in conjunction with King County Metro designed to reduce all total weekday peak period traffic on the Montlake Bridge in order to facilitate improved transit service and mitigate traffic impacts. For example, the University and King County Metro modified traffic flow around the Triangle Parking Garage to accommodate bus layover areas to reduce bus traffic on the Montlake Bridge. The University will also cooperate actively with the City in its efforts to lessen traffic impacts and reduce traffic volumes generated by other agencies and organizations.

3. University Bridge. The City and the University will participate in the WSDOT sponsored Trans-Lake Washington Study, and any related future studies. To the extent possible, the University and the City will work with WSDOT to implement programs to reduce traffic destined for SR 520 that uses the University Bridge.

It is imperative that the City, public transit agencies, and other public agencies responsible for the planning and operation of transportation facilities and services in the vicinity of the University Bridge, act cooperatively and aggressively to manage growth of traffic demand on the University Bridge. The University and City agree to cooperate actively with such agencies in the development and implementation of measures designed to reduce traffic congestion and delays on the University Bridge, and designed to enhance and improve public transportation services in this area.

In addition, the City and the University will continue to implement programs in conjunction with King County Metro designed to reduce all total weekday peak period traffic on the University Bridge in order to facilitate improved transit service, pedestrian and bicycle conditions and mitigate traffic impacts.

4. Regional Planning: The City and the University will support the appropriate government agencies in efforts to improve the regional transportation system, including HOV improvements, additional transit service and the implementation of a regional light rail system with transit connections. This support will include designating a representative to participate in meetings and actively seeking to resolve conflicts.

## SECTION IV

### Special Events

1. The City and the University will continue to cooperate in planning for special events held at the University where unusual traffic conditions and/or City services are expected. Such planning will include programs for maintaining access to the campus for normal operations which continue during special events. Programs for minimizing adverse impacts in the neighborhoods will also be included in special event plans.

2. Transportation goals and objectives, and mitigating actions for traffic impacts, associated with any expansion of Husky Stadium will be addressed through a workable parking plan and traffic management program for the facility, to be developed and reviewed in accordance with City procedures applicable to such facilities. The University will consider all major construction project schedules in the southeast part of the campus in planning the schedule for expansion of Husky Stadium in order to minimize construction-related impacts on City streets.

## SECTION V

### Permit Acquisition and Conditioning of Permits

The University will obtain all City permits required by law for any University development and will apply to the appropriate City departments in sufficient time to allow orderly review by the City prior to their issuance.

Any conditions that the City proposes to impose upon the issuance of a permit will be identified by the City to the University in sufficient time to permit the University to respond and allow the parties an opportunity to resolve any differences without delaying the issuance of the permit and the construction timetable.

## SECTION VI

### Policies and Relation to the Master Plan

This Agreement supersedes the 1983 City-University Agreement and 1977 Joint Statement of Goals. This Agreement contains the applicable policies and implementation guidelines for the University, until amended. In addition, the policies contained in the then-existing Master Plan will form the basis for the development of the new Master Plan. Any changes to these policies will be made in the new master planning process or through the master plan amendment process.

The Master Plan for 1991-2001 shall continue to apply until replaced by the new Master Plan, except as specifically provided in this Agreement.

The policies and goals of this Agreement recognize that several studies and planning processes are being conducted, including the WSDOT Trans-Lake Washington Study, the neighborhood planning processes and the RTA planning process. Development of the new Master Plan will proceed using the most current data from these studies and planning processes, but adoption of the new Master Plan will not be delayed by those studies and planning processes. The Master Plan will be updated as necessary and appropriate, in light of the final results of the studies and planning processes.

## SECTION VII

### City Zoning and SEPA Jurisdiction

The University, by entering into this Agreement, neither waives nor concedes its legal position that the City has neither zoning or SEPA jurisdiction over the

University as an agency of the State of Washington. The City, by entering into this Agreement, neither waives nor concedes its legal position that it has zoning and SEPA jurisdiction over the University. The parties further acknowledge that the State's Growth Management Act (Ch. 36.70A RCW), RCW 28B.20.130 and Article XI, Section 11 of the Washington State Constitution affect the rights and responsibilities of the parties.

## SECTION VIII

### Resolution of Disputes-Termination of Agreement

#### A. Termination or Amendment by Agreement

This Agreement may be amended or terminated in whole or in part by agreement of the parties at any time. Any City action to amend or terminate will be authorized by City ordinance.

#### B. Resolution of Disputes

1. As a means of enabling compliance with the terms of this Agreement, designated representatives of the parties will meet on a quarterly basis or on call by the designated representative of either party for the purpose of resolving any disputes that may occur concerning the interpretation or application of the provisions of this Agreement.

2. If no agreement can be reached by the designated representatives, the parties will jointly invite an impartial mediator to assist in the resolution of the dispute(s).

UNIVERSITY OF WASHINGTON

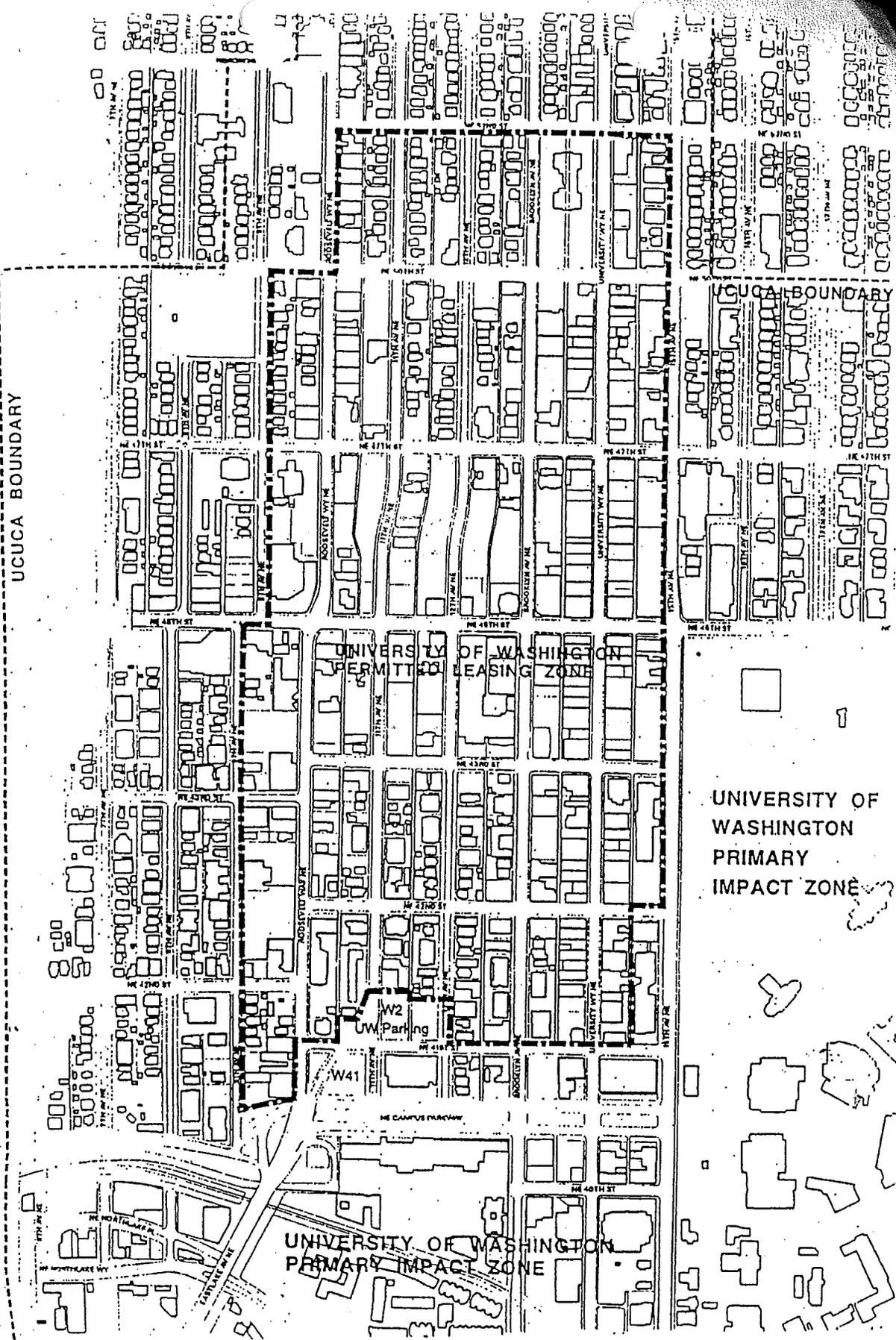
Richard L. McLomich 5/28/98  
President of the University, date

CITY OF SEATTLE

Paul Saull 6/1/98  
Mayor, date



UCUCA BOUNDARY



UNIVERSITY OF WASHINGTON  
PRIMARY  
IMPACT ZONE

UNIVERSITY OF WASHINGTON  
PERMITTED LEASING ZONE

