

Ordinance No. 121688

Council Bill No. 114941

AN ORDINANCE amending the 1998 Agreement Between the City of Seattle and the University of Washington, a Growth Management Act development regulation, to change the procedure for amending provisions concerning leasing by the University, to change restrictions on acquisition and leasing by the University, to change reporting requirements, to update references to agencies and documents, and authorizing execution of the amended Agreement.

CF No. \_\_\_\_\_

Date Introduced:	<u>6-28-04</u>	
Date 1st Referred:	<u>6-28-04</u>	
Date Re - Referred:	To: (committee) <u>Government Affairs &amp; Labor</u>	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: <u>7-1</u>	
Date Presented to Mayor:	Date Approved: <u>DEC - 3 2004</u>	
Date Returned to City Clerk:	Date Published: <u>2/1/05</u>	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_  
Councilmember

## Committee Action:

DO Pass as Amended 8-0-0 (JD, RM, JC, EG, KC, PS, TR, DD) WLabstein

11-29-04 Passed As Amended

7-1 (No' Licata; Excused: Malver)

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_ (initial/date)

*Law Department*

Law Dept. Review      OMP Review      City Clerk Review      Electronic Copy Loaded      Indexed

**ORDINANCE** 121688

AN ORDINANCE amending the 1998 Agreement Between the City of Seattle and the University of Washington, a Growth Management Act development regulation, to change the procedure for amending provisions concerning leasing by the University, to change restrictions on acquisition and leasing by the University, to change reporting requirements, to update references to agencies and documents, and authorizing execution of the amended Agreement.

WHEREAS, on June 16, 2003 the Seattle City Council adopted Ordinance 121193 to amend the 1998 Agreement to eliminate numeric restrictions on the University of Washington's ability to lease certain property in the City of Seattle; and

WHEREAS, the adoption of Ordinance 121193 was appealed to the Central Washington Growth Management Hearings Board ("Board") in Case No. 03-3-0016; and

WHEREAS, on March 3, 2004 the Board issued an order directing the City of Seattle to provide additional public process regarding the City's proposal to change restrictions on the University of Washington; and

WHEREAS, the City provided additional public process as described in Attachment 2 to this Ordinance; and

WHEREAS, the City Council believes that further amendment of the 1998 Agreement Between the City of Seattle and the University of Washington will protect and promote the health, safety and welfare of the general public, as more fully described in Attachment 3 to this Ordinance;

NOW, THEREFORE,

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

Section 1. The 1998 Agreement Between the City of Seattle and the University of Washington, as amended in 2003 by Ordinance 121193, is further amended as shown in Attachment 1 to this Ordinance. The Mayor is hereby authorized to execute the amended Agreement.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.



1 Passed by the City Council the 29<sup>th</sup> day of November, 2004 and signed by me in open session  
2 in authentication of its passage this 29<sup>th</sup> day of November, 2004.

3  
4 Jandrogo  
President \_\_\_\_\_ of the City Council

5 Approved by me this 3 day of December, 2004

6 Gregory J. Nickels  
Gregory J. Nickels, Mayor

7 Filed by me this 3<sup>rd</sup> day of December, 2004.

8 Michelle E. Pappin  
9 City Clerk

10 (Seal)

11  
12  
13 ATTACHMENTS

14 Attachment 1: Amended 1998 Agreement

15 Attachment 2: Public Process Description

16 Attachment 3: Council Findings



121688

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

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CITY OF SEATTLE CITY OF SEATTLE  
APR 7 2:14 PM  
CITY CLERK CITY CLERK

**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 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 Planning and Development (DPD) ~~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 DPD ~~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 DPD ~~DCLU~~, and an application for a Major Institution Master Plan will be submitted to DPD ~~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 DPD DCLU for review.

5. Within twenty days (20) of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., DPD 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 DPD DCLU.

7. The Director of DPD 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., DPD 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 DPD 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. DPD's 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 ~~DPD-DCLU~~ and CUCAC of the proposed exempt change, including a description of the category of exempt changes in which the proposed change fits. If ~~DPD 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 ~~DPD 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 ~~DPD DCLU~~ and the University within forty-five (45) days from submittal of the proposed change to ~~DPD 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. Reports**

1. The University will prepare and submit reports to DPD DCLU, the City Council and CUCAC which will provide the following information on a semiannual basis up to 2008 and thereafter on an annual basis:

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 annual campus traffic counts and survey results for the campus and biennial University District area estimates;
- 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;
- f. The number of jobs added through UW leasing in the University District Northwest Urban Center Village (UDNUCV);
- g. A description of UW leases in buildings that contain housing and efforts that the UW has made to facilitate, influence, promote and encourage the creation of housing including efforts to assist its faculty and staff with housing options;
- h. The City will report on commercial real estate conditions, including lease rates and vacancy rates in the UDNUCV compared to other areas and send that information to the University for inclusion in the report;
- i. The City will report on the progress of housing development in the UDNUCV, including the number and types of units built; the number, types and affordability of units lost through demolition, conversion, or change of use and whether such units are replaced with comparable units in the UDNUCV; the jobs/housing ratio in the area; progress in meeting City housing and job targets in the UDNUCV and send that information to the University for inclusion in the report; and
- j. A description of how UW off-campus leasing activity and development are consistent with applicable neighborhood plans.

2. In addition to the information required by II.D.1, the semiannual report will include the following information:

- a. Any purchases completed and proposed uses of such property located within the Primary and Secondary Impact Zones;
- b. Any gifts or real property and proposed use of such property located within the Primary and Secondary Impact Zones;

c. Current summary of all leases within the City of Seattle, both outside and within the Primary and Secondary Impact Zones including the location, amount of space, use, term, underlying zone designation, identification of which leases and associated uses are for street-level spaces, and which leases are within the UDNUCV. This summary will also include any known plans for additional leases within the next year within the UDNUCV; and

d. The amount of residential space, if any, located in buildings within which the University also leases space for any use.

3. ~~The City's Department of Design, Construction and Land use~~ DPD shall lead an interdepartmental team, including the Department of Parks and Recreation, Office of Economic Development, Office of Housing, the Seattle Human Services Department and the Seattle Department of Transportation, to prepare a 5-year summary report in 2008 on the impacts of the UW leasing and acquisition upon the UDNUCV. ~~DPD~~ ~~DCLU~~ will combine the information provided under Sections II.D.1 and 2. for the preceding five years, and will provide an analysis of University leasing and acquisition within the UDNUCV. ~~DPD~~ ~~DCLU~~ will provide this analysis to the University and CUCAC for their review and comment prior to submission to the City Council.

~~34.~~ The annual report will be made an addendum to the Master Plan.

~~45.~~ The annual report will be submitted to ~~DPD~~ ~~DCLU~~ at the same time the other major institutions submit their reports.

~~56.~~ To the extent this Section II.D. conflicts with the Master Plan for 1991-2001, this section will prevail.

## **E. Property Acquisition and Leasing**

### 1. Policy.

a. Acquisition Policy. The Acquisition Policy is as follows: Except as provided below, the University may purchase property within the City of Seattle. University use and development of acquired property in the City of Seattle must conform to the City of Seattle's use and development regulations.

The University agrees that it will not acquire any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

### b. Leasing Policy. The Leasing Policy is as follows:

(1) Permitted Leasing: Notwithstanding any provision of the University of Washington Master Plan and conditions of its approval, the University of Washington may lease any property within the City of Seattle, subject to all of the following:

a) Permitted Leasing Focus: ~~While the University may lease any property within the City of Seattle, w~~ Within the Primary and Secondary Impact Zones the University ~~it~~ will work toward directing 75% of its leasing in the Impact Zones to the University District Northwest Urban Center Village (UDNUCV) as defined by the City's Comprehensive Plan, and shown on the attached map. (Attachment 1);

b) In 2008, ~~five years after adoption of this first amendment to the City University Agreement,~~ the City and the University shall conduct a review of UW off-campus leasing;

c) Using the University District Market Analysis (Gardner/Johnson May 2, 2003) as a baseline, the City and the University shall consider the condition of the University market area by analyzing the following factors: the number of housing units created as compared to the City's Comprehensive Plan Housing Goals for the UDNUCV, the number of University created jobs in the UDNUCV as compared to the City's Comprehensive Plan Jobs goal, the amount of UW lease payments to landlords within the UDNUCV, the economic contribution to businesses within the UDNUCV by UW employees, the contribution of UW academic capital to residents and businesses within the UDNUCV, whether or not there have been impacts upon the commercial and residential real estate markets or the on character of commercial areas, and whether or not there has been active encouragement by the University to influence the production of market-rate housing in the UDNUCV, the extent to which the permitted leasing focus has been achieved, and the extent to which the University has meaningfully participated in the development and implementation of the revitalization plan for the University District called for by City of Seattle Resolution 30605;

d) Based on the analysis conducted pursuant to "b)" and "c)" above, the City and the University will determine whether or not UW leasing, and/or the permitted leasing focus, of off-campus leasing within the UDUNCV shall be continued or modified after 2010;

e) UW off-campus leases shall continue to be permitted without limit, unless limits are established through amendment to this City-University Agreement;

f) Within the Primary and Secondary Impact Zones, nNo leasing shall be allowed at the street level in Pedestrian 1 or Pedestrian 2 designated a commercial zones (as those zones are designated at the time the use is proposed). In all other commercial zones within the Primary and Secondary Impact Zones, except leasing 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 may be allowed at street level, consistent with the underlying zoning; and only to the extent such uses are also permitted by the underlying City development regulations;

g) Except as permitted in an adopted master plan, within the ~~University District Northwest Urban Center Village (UDNUCV),~~ the use of leased space by the

University shall neither result in the demolition of a structure(s) that contains a residential use nor change a residential use to a nonresidential use, unless such use is replaced with comparable use within the UDNUCV. Comparable use shall be defined to be the number of units and comparable price to those demolished; and

h) The University will develop a housing quality complaint program for students using UW services to find off-campus, private housing, within University District residential areas, including University Park, beginning with information to students about DECLUDPD code compliance, tenants' rights, landlord/tenant issues and mediation services among others. In response to quarterly reports from DPD, the program shall prohibit advertisements, through University publications, programs or services, for any rental or leased housing against which an uncorrected notice of violation of Seattle Municipal Code 22.206 (Habitable Buildings) has been issued by DPD within the five years preceding the date the advertising is to occur, if DPD has recorded the violation with King County. Each such prohibition shall remain in place unless the person seeking to advertise the housing demonstrates that the notice has been corrected, or DPD informs the University that the notice (or notices) has been corrected. If DPD changes its practice regarding which notices are files with King County, then DPD shall report quarterly to the University about comparable notices of violation, and the program shall prohibit advertising based on the comparable notices of violation, to the extent consistent with due process of law considerations. This program will be implemented in the 2004-05 academic year. The University will also complete the "Guide to Student Community Relations - Neighbor to Neighbor Expectations" as outlined in the Regents' response to the City Council's preliminary Campus Master Plan decision. This guide will be complete by the fall of 2003 and mailed to students living in off-campus, private housing, within University District residential areas, including University Park.

i) The University agrees that it will not lease any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

j) The University may not lease property for non-residential uses within the following zones: SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2, or L3 as those zones exist at the time the use is proposed.

(2) The University will limit its real property leasing to University programs that cannot reasonably be accommodated within existing University facilities. Prior to considering leasing or rental agreements, the University will make reasonable attempts to locate academic and research activities within available and suitable University facilities. When existing facilities are not available or suitable, the University will make reasonable attempts to lease in areas where the University-related activity is a use compatible with the existing uses in the area.

(3) Use and development of leased space will comply with City of Seattle land use regulations.

2. Master Plan Amendments. Amendments to the University's Master Plan will not be required for land acquisition and leasing.

## **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.

## **H. Housing Goals**

1. The City and the University have a shared interest in, and are committed to using their unique positions to stimulate, the creation of additional market-rate housing in the UDNUCV, consistent with the Comprehensive Plan and the goals and objectives outlined in the

University Community Urban Center Plan. The University is committed to work with private developers to encourage the creation of mixed-use projects that include market-rate rental, and for-sale, housing and to stimulate additional housing opportunities for UW faculty and staff. The City is committed to reviewing its zoning regulations and examining strategies for providing incentives for housing production.

2. The City and the University recognize that the primary housing goals of the University Community Urban Center Plan are to: (1) provide housing for a mix of demographic and income groups; (2) encourage a stable residential population; and (3) enhance neighborhood design quality and compatibility by using a variety of strategies including development partnerships, zoning modifications, financing subsidies and cost-reduction measures. Both parties agree that providing additional urban housing and increasing long-term residential stakeholders will promote neighborhood stability and investment and establish additional market opportunities for retail and service businesses.

3. The University has multiple interests in having housing options available for faculty and staff in close proximity to the University. Such housing would serve to minimize transportation impacts and assist in the recruitment and retention of key personnel. The University's presence and influence in the economy of the UDNUCV affords it a unique ability to encourage the development of housing to serve UW faculty and staff and other potential long-term residential stakeholders. The University will continue its efforts, to the extent allowed by law, to provide housing financing opportunities for its faculty and staff including but not limited to, programs such as the Hometown Homeloan Program. The University will report to the City on its efforts to stimulate new housing production and development of housing options for faculty and staff as outlined in Section II.D.2. of this Agreement.

4. As the City reviews zoning regulations within the UDNUCV, it will work to eliminate barriers to housing development and may provide incentives for the creation of additional housing units.

### **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 GPDP 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 GPDP 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 GPDP 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 to 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.

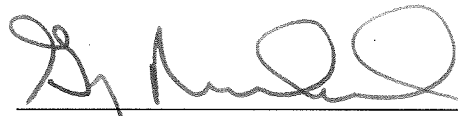
2. If no agreement can be reached by the designated representatives, the parties will jointly invite an impartial mediator to assist in the resolution of the dispute(s).

UNIVERSITY OF WASHINGTON

CITY OF SEATTLE

By:   
President of the University

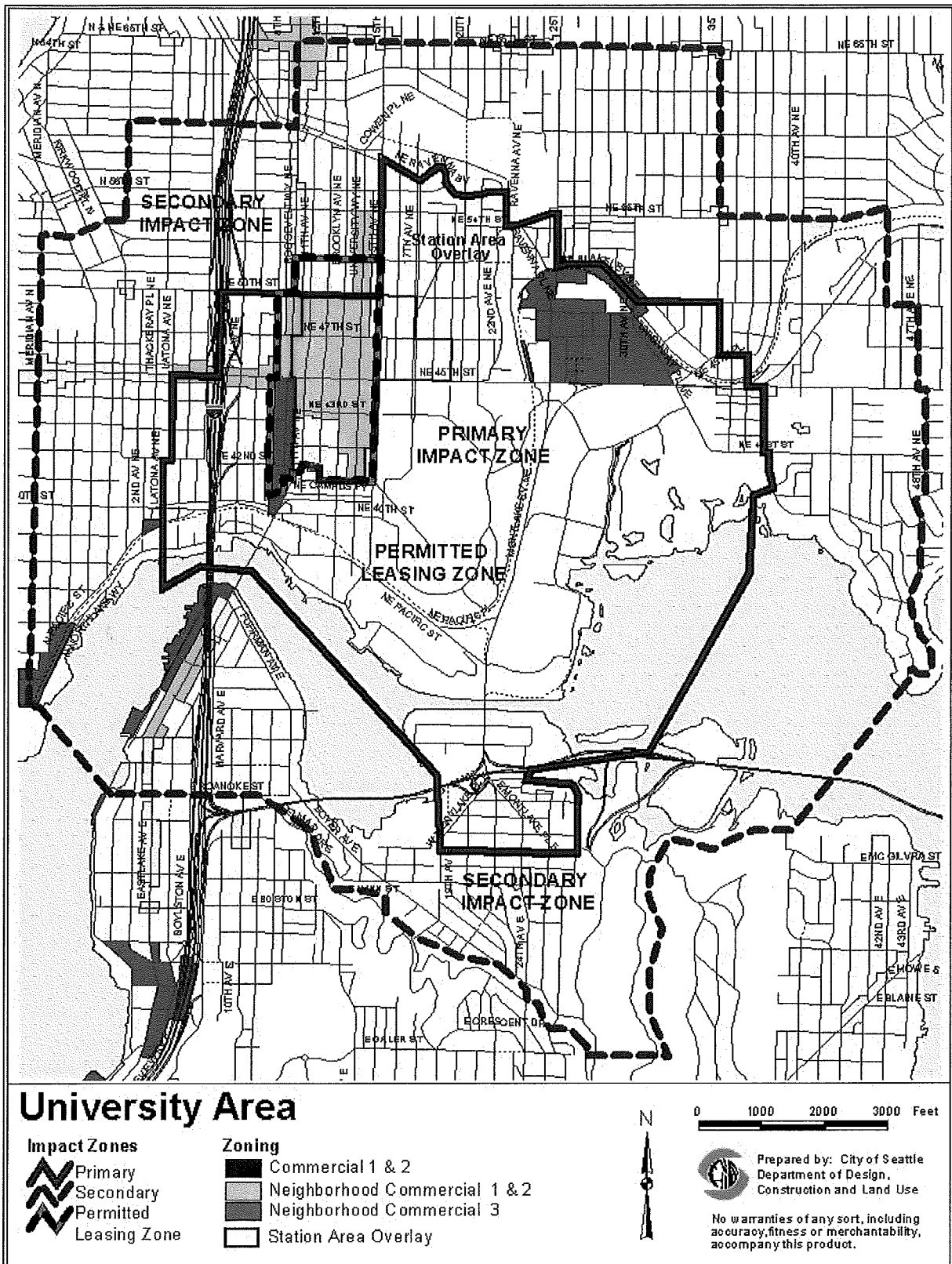
Dated: 3.28.05

By:   
MAYOR, City of Seattle

Dated: April 6, 2005

Lease lid ord Option 1 ver3.doc  
9/27/04

Exhibit A  
 Primary and Secondary Impact Zones, and Permitted Leasing Zone



“BATTELLE SITE” LEGAL DESCRIPTION

That Portion of Government Lot 2 and of the Northeast Quarter of the Northwest Quarter of Section 15, Township 25 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 4 in Block 3 of Town of Yesler, according to plat thereof recorded in Volume 2 of Plats, Page 180, Records of Said County; thence Easterly along the production of the Southerly line of said Lot 4 to an intersection with a line parallel with and 30.00 feet Easterly of, measured at right angles to, the Easterly line of 38th Avenue Northeast (formerly Wilkes Street), as shown on said plat and true point of beginning; thence Southerly along the Easterly line of a strip of land deeded to the City of Seattle by deed recorded under Recording No. 3078749, Records of Said County, following a curve to the right having a radius of 100.00 feet to an intersection with a line parallel with and 20.00 feet Easterly of, measured at right angles to, the Easterly line of said 38th Avenue Northeast; thence continuing on Easterly line of said deeded strip, Southerly along said parallel line to an intersection with the Northerly line of East 41st Street as condemned under Superior Court Cause No. 81242 as provided by Ordinance No. 26926 of the City of Seattle; thence Easterly along said Northerly line to the Westerly line of Laurelhurst, an addition to the City of Seattle, according to the plat thereof recorded in Volume 14 of Plats, Page 15, Records of said County; thence Northerly along said Westerly line to the Southerly line of North Laurelhurst Park, according to the plat thereof recorded in Volume 35 of Plats, Page 36, Records of Said County; thence South 89 degrees 31'32" West along said Southerly line 334.56 feet to the Southwest corner of said North Laurelhurst Park; thence South 0 degrees 26'03" East 29.00 feet; thence South 89 degrees 31'32" West parallel with the Southerly line of East 45th Street, 374.79 feet; thence North 0 degrees 26'03" West 22.31 feet, more or less, to a point from which the true point of beginning bears North 89 degrees 00'00" West; thence North 89 degrees 00'00" West 193.45 feet to true point of beginning.

Situated in the County of King, State of Washington.

**1998 AGREEMENT  
BETWEEN THE CITY OF SEATTLE  
AND THE UNIVERSITY OF WASHINGTON**  
(as amended in 2003 and 2004)

**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 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 Planning and Development (DPD) ~~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 DPD ~~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 DPD ~~DCLU~~, and an application for a Major Institution Master Plan will be submitted to DPD ~~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 DPD DCLU for review.

5. Within twenty days (20) of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., DPD 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 DPD DCLU.

7. The Director of DPD 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., DPD 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 DPD 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. DPD's DECLU'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 DPD ~~DECLU~~ and CUCAC of the proposed exempt change, including a description of the category of exempt changes in which the proposed change fits. If DPD ~~DECLU~~ 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 DPD ~~DECLU~~ 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 DPD ~~DECLU~~ and the University within forty-five (45) days from submittal of the proposed change to DPD ~~DECLU~~ 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. Reports**

1. The University will prepare and submit reports to DPD ~~DCLU~~, the City Council and CUCAC which will provide the following information on a semiannual basis up to 2008 and thereafter on an annual basis:

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 annual campus traffic counts and survey results for the campus and biennial University District area estimates;
- 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;
- f. The number of jobs added through UW leasing in the University District Northwest Urban Center Village (UDNUCV);
- g. A description of UW leases in buildings that contain housing and efforts that the UW has made to facilitate, influence, promote and encourage the creation of housing including efforts to assist its faculty and staff with housing options;
- h. The City will report on commercial real estate conditions, including lease rates and vacancy rates in the UDNUCV compared to other areas and send that information to the University for inclusion in the report;
- i. The City will report on the progress of housing development in the UDNUCV, including the number and types of units built; the number, types and affordability of units lost through demolition, conversion, or change of use and whether such units are replaced with comparable units in the UDNUCV; the jobs/housing ratio in the area; progress in meeting City housing and job targets in the UDNUCV and send that information to the University for inclusion in the report; and
- j. A description of how UW off-campus leasing activity and development are consistent with applicable neighborhood plans.

2. In addition to the information required by II.D.1, the semiannual report will include the following information:

- a. Any purchases completed and proposed uses of such property located within the Primary and Secondary Impact Zones;
- b. Any gifts or real property and proposed use of such property located within the Primary and Secondary Impact Zones;



c. Current summary of all leases within the City of Seattle, both outside and within the Primary and Secondary Impact Zones including the location, amount of space, use, term, underlying zone designation, identification of which leases and associated uses are for street-level spaces, and which leases are within the UDNUCV. This summary will also include any known plans for additional leases within the next year within the UDNUCV; and

d. The amount of residential space, if any, located in buildings within which the University also leases space for any use.

3. ~~The City's Department of Design, Construction and Land use~~ DPD shall lead an interdepartmental team, including the Department of Parks and Recreation, Office of Economic Development, Office of Housing, the Seattle Human Services Department and the Seattle Department of Transportation, to prepare a 5-year summary report in 2008 on the impacts of the UW leasing and acquisition upon the UDNUCV. ~~DPD~~ ~~DCLU~~ will combine the information provided under Sections II.D.1 and 2. for the preceding five years, and will provide an analysis of University leasing and acquisition within the UDNUCV. DPD ~~DCLU~~ will provide this analysis to the University and CUCAC for their review and comment prior to submission to the City Council.

~~34.~~ The annual report will be made an addendum to the Master Plan.

~~45.~~ The annual report will be submitted to DPD ~~DCLU~~ at the same time the other major institutions submit their reports.

~~56.~~ To the extent this Section II.D. conflicts with the Master Plan for 1991-2001, this section will prevail.

## **E. Property Acquisition and Leasing**

### **1. Policy.**

a. Acquisition Policy. The Acquisition Policy is as follows: Except as provided below, the University may purchase property within the City of Seattle. University use and development of acquired property in the City of Seattle must conform to the City of Seattle's use and development regulations.

The University agrees that it will not acquire any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

### **b. Leasing Policy. The Leasing Policy is as follows:**

(1) Permitted Leasing: Notwithstanding any provision of the University of Washington Master Plan and conditions of its approval, the University of Washington may lease any property within the City of Seattle, subject to all of the following:



a) ~~Permitted Leasing Focus: While the University may lease any property within the City of Seattle, w~~ Within the Primary and Secondary Impact Zones the University it will work toward directing 75% of its leasing in the Impact Zones to the University District Northwest Urban Center Village (UDNUCV) as defined by the City’s Comprehensive Plan, and shown on the attached map. (Attachment 1);

b) ~~In 2008, five years after adoption of this first amendment to the City-University Agreement,~~ the City and the University shall conduct a review of UW off-campus leasing;

c) Using the University District Market Analysis (Gardner/Johnson May 2, 2003) as a baseline, the City and the University shall consider the condition of the University market area by analyzing the following factors: the number of housing units created as compared to the City’s Comprehensive Plan Housing Goals for the UDNUCV, the number of University created jobs in the UDNUCV as compared to the City’s Comprehensive Plan Jobs goal, the amount of UW lease payments to landlords within the UDNUCV, the economic contribution to businesses within the UDNUCV by UW employees, the contribution of UW academic capital to residents and businesses within the UDNUCV, whether or not there have been impacts upon the commercial and residential real estate markets or the on character of commercial areas, and whether or not there has been active encouragement by the University to influence the production of market-rate housing in the UDNUCV, the extent to which the permitted leasing focus has been achieved, and the extent to which the University has meaningfully participated in the development and implementation of the revitalization plan for the University District called for by City of Seattle Resolution 30605;

d) Based on the analysis conducted pursuant to “b)” and “c)” above, the City and the University will determine whether or not UW leasing, and/or the permitted leasing focus, of off-campus leasing within the UDUNCV shall be continued or modified after 2010;

e) UW off-campus leases shall continue to be permitted without limit, unless limits are established through amendment to this City-University Agreement;

f) Within the Primary and Secondary Impact Zones, n~~No~~ leasing shall be allowed at the street level in Pedestrian 1 or Pedestrian 2 designated a commercial zones (as those zones are designated at the time the use is proposed). In all other commercial zones within the Primary and Secondary Impact Zones, except leasing 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 may be allowed at street level, consistent with the underlying zoning; and only to the extent such uses are also permitted by the underlying City development regulations;

g) ~~Except as permitted in an adopted master plan, within the University District Northwest Urban Center Village (UDNUCV),~~ the use of leased space by the



University shall neither result in the demolition of a structure(s) that contains a residential use nor change a residential use to a nonresidential use, unless such use is replaced with comparable use within the UDNUCV. Comparable use shall be defined to be the number of units and comparable price to those demolished; and

h) The University will develop a housing quality complaint program for students using UW services to find off-campus, private housing, within University District residential areas, including University Park, beginning with information to students about DECLUDPD code compliance, tenants' rights, landlord/tenant issues and mediation services among others. In response to quarterly reports from DPD, the program shall prohibit advertisements, through University publications, programs or services, for any rental or leased housing against which an uncorrected notice of violation of Seattle Municipal Code 22.206 (Habitable Buildings) has been issued by DPD within the five years preceding the date the advertising is to occur, if DPD has recorded the violation with King County. Each such prohibition shall remain in place unless the person seeking to advertise the housing demonstrates that the notice has been corrected, or DPD informs the University that the notice (or notices) has been corrected. If DPD changes its practice regarding which notices are filed with King County, then DPD shall report quarterly to the University about comparable notices of violation, and the program shall prohibit advertising based on the comparable notices of violation, to the extent consistent with due process of law considerations. This program will be implemented in the 2004-05 academic year. The University will also complete the "Guide to Student Community Relations - Neighbor to Neighbor Expectations" as outlined in the Regents' response to the City Council's preliminary Campus Master Plan decision. This guide will be complete by the fall of 2003 and mailed to students living in off-campus, private housing, within University District residential areas, including University Park.

i) The University agrees that it will not lease any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

j) The University may not lease property for non-residential uses within the following zones: SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2, or L3 as those zones exist at the time the use is proposed.

(2) The University will limit its real property leasing to University programs that cannot reasonably be accommodated within existing University facilities. Prior to considering leasing or rental agreements, the University will make reasonable attempts to locate academic and research activities within available and suitable University facilities. When existing facilities are not available or suitable, the University will make reasonable attempts to lease in areas where the University-related activity is a use compatible with the existing uses in the area.

(3) Use and development of leased space will comply with City of Seattle land use regulations.

2. Master Plan Amendments. Amendments to the University's Master Plan will not be required for land acquisition and leasing.





**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.

## **H. Housing Goals**

1. The City and the University have a shared interest in, and are committed to using their unique positions to stimulate, the creation of additional market-rate housing in the UDNUCV, consistent with the Comprehensive Plan and the goals and objectives outlined in the



University Community Urban Center Plan. The University is committed to work with private developers to encourage the creation of mixed-use projects that include market-rate rental, and for-sale, housing and to stimulate additional housing opportunities for UW faculty and staff. The City is committed to reviewing its zoning regulations and examining strategies for providing incentives for housing production.

2. The City and the University recognize that the primary housing goals of the University Community Urban Center Plan are to: (1) provide housing for a mix of demographic and income groups; (2) encourage a stable residential population; and (3) enhance neighborhood design quality and compatibility by using a variety of strategies including development partnerships, zoning modifications, financing subsidies and cost-reduction measures. Both parties agree that providing additional urban housing and increasing long-term residential stakeholders will promote neighborhood stability and investment and establish additional market opportunities for retail and service businesses.

3. The University has multiple interests in having housing options available for faculty and staff in close proximity to the University. Such housing would serve to minimize transportation impacts and assist in the recruitment and retention of key personnel. The University's presence and influence in the economy of the UDNUCV affords it a unique ability to encourage the development of housing to serve UW faculty and staff and other potential long-term residential stakeholders. The University will continue its efforts, to the extent allowed by law, to provide housing financing opportunities for its faculty and staff including but not limited to, programs such as the Hometown Homeloan Program. The University will report to the City on its efforts to stimulate new housing production and development of housing options for faculty and staff as outlined in Section II.D.2. of this Agreement.

4. As the City reviews zoning regulations within the UDNUCV, it will work to eliminate barriers to housing development and may provide incentives for the creation of additional housing units.

### **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 GPDP 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 GPDP 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 GPDP 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 to 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

CITY OF SEATTLE

By: \_\_\_\_\_  
President of the University

By: \_\_\_\_\_  
MAYOR, City of Seattle

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Lease lid ord Option 1 ver2.doc  
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Exhibit A  
 Primary and Secondary Impact Zones, and Permitted Leasing Zone

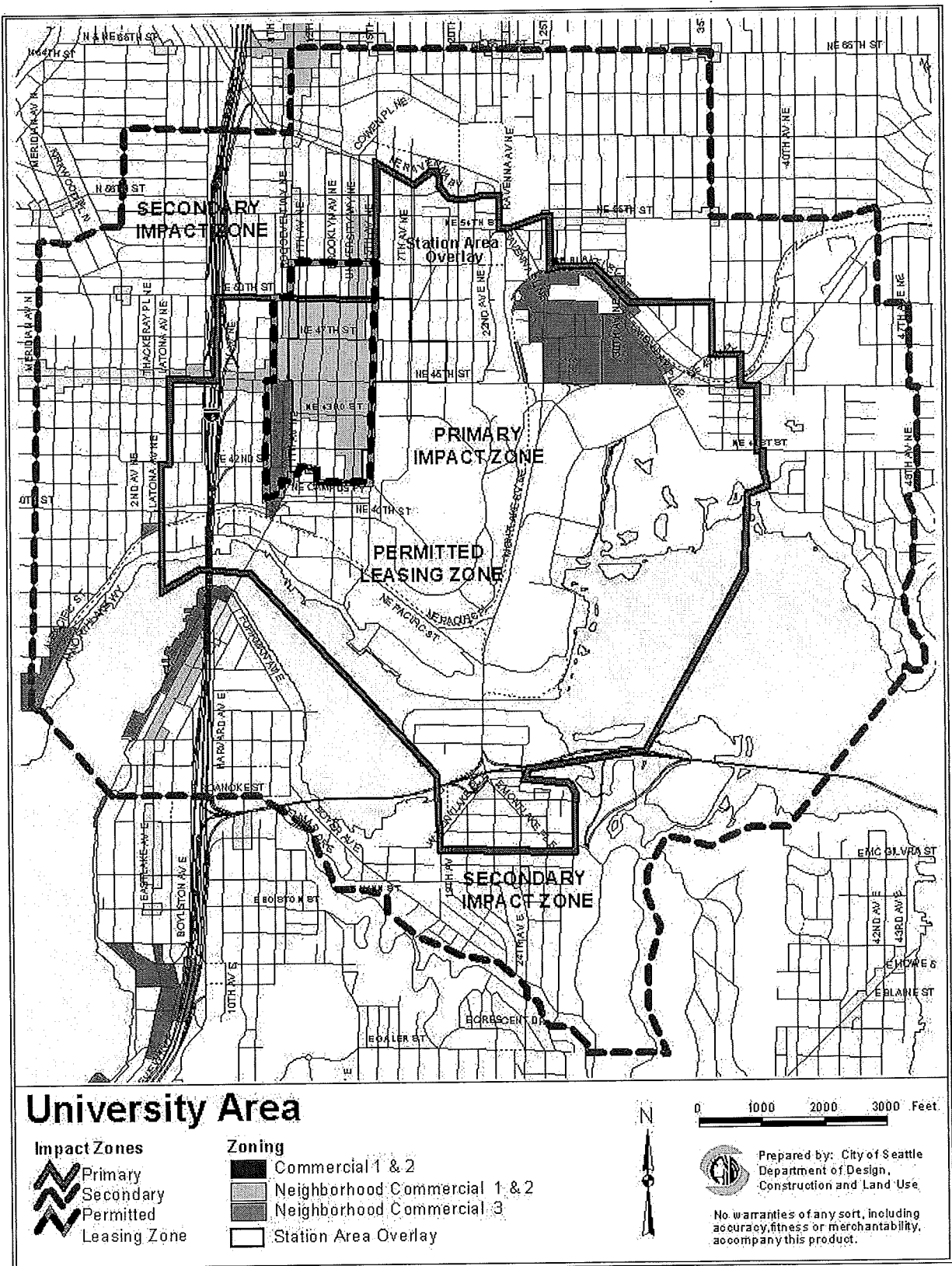


EXHIBIT B  
“BATTELLE SITE” LEGAL DESCRIPTION

That Portion of Government Lot 2 and of the Northeast Quarter of the Northwest Quarter of Section 15, Township 25 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 4 in Block 3 of Town of Yesler, according to plat thereof recorded in Volume 2 of Plats, Page 180, Records of Said County; thence Easterly along the production of the Southerly line of said Lot 4 to an intersection with a line parallel with and 30.00 feet Easterly of, measured at right angles to, the Easterly line of 38th Avenue Northeast (formerly Wilkes Street), as shown on said plat and true point of beginning; thence Southerly along the Easterly line of a strip of land deeded to the City of Seattle by deed recorded under Recording No. 3078749, Records of Said County, following a curve to the right having a radius of 100.00 feet to an intersection with a line parallel with and 20.00 feet Easterly of, measured at right angles to, the Easterly line of said 38th Avenue Northeast; thence continuing on Easterly line of said deeded strip, Southerly along said parallel line to an intersection with the Northerly line of East 41st Street as condemned under Superior Court Cause No. 81242 as provided by Ordinance No. 26926 of the City of Seattle; thence Easterly along said Northerly line to the Westerly line of Laurelhurst, an addition to the City of Seattle, according to the plat thereof recorded in Volume 14 of Plats, Page 15, Records of said County; thence Northerly along said Westerly line to the Southerly line of North Laurelhurst Park, according to the plat thereof recorded in Volume 35 of Plats, Page 36, Records of Said County; thence South 89 degrees 31'32" West along said Southerly line 334.56 feet to the Southwest corner of said North Laurelhurst Park; thence South 0 degrees 26'03" East 29.00 feet; thence South 89 degrees 31'32" West parallel with the Southerly line of East 45th Street, 374.79 feet; thence North 0 degrees 26'03" West 22.31 feet, more or less, to a point from which the true point of beginning bears North 89 degrees 00'00" West; thence North 89 degrees 00'00" West 193.45 feet to true point of beginning.

Situated in the County of King, State of Washington.



ATTACHMENT 2  
SUMMARY OF PUBLIC PROCESS FOR COUNCIL BILL 114941

2004

March 3 Growth Board orders remand for additional public process

April 6 Public participation program proposed (Resolution 30668)

April 26 Council approves Resolution 30668

May 13 Notice of Council stakeholder meeting (Petitioners, CUCAC, and UW)

May 20 Stakeholder meeting with Council

May 21-17 Notice of adoption of Resolution 30668

June 21-25 Notice of public hearings on July 27 and August 3

June 28 Proposed legislation introduced at Council

July 8 Notice of Council committee meeting (Government Affairs and Labor Committee "GAL")

July 15 GAL Committee discusses legislation

July 27 First Council public hearing (Council chambers)

July 28 Notice of GAL Committee meeting

August 3 Second Council public hearing (MOHAI)

August 5 GAL Committee discusses legislation

August 10-12 Notice regarding additional amendments

September 9 Notice of GAL Committee meeting

September 16 GAL Committee meeting

October 6-11 Notice regarding third Council public hearing

November 17 Third Council public hearing

November 29 Final Council vote

December 2 Growth Board deadline for Council action



ATTACHMENT 3  
FINDINGS OF THE SEATTLE CITY COUNCIL  
REGARDING COUNCIL BILL 114941

The Seattle City Council has been considering possible changes to the leasing restrictions (“lease lid”) contained in the 1998 Agreement for nearly two years. In February 2003 the Mayor formally proposed amending the 1998 Agreement to remove or “lift” the lease lid, as one element of an effort to help revitalize the University District. Following a public process, the Council passed Ordinance 121193 on June 16, 2003. The Ordinance amended the lease lid policies in part, by lifting numeric restrictions on the amount of space that the University could lease in certain areas. The Ordinance differed from the proposal submitted by the Mayor, and did not embody all of the sometimes conflicting wishes of all of the persons and interest groups that provided comment regarding the proposed policies. Rather, the Ordinance reflected a compromise between various positions and the policy that the Council believed was in the best interests of the City overall.

Opponents of Ordinance 121193 appealed the Council’s decision to the Central Puget Sound Growth Management Hearings Board. On March 3, 2004 the Board ordered the City Council to provide additional public process regarding the changes to the lease lid. The City provided additional public process as described in Attachment 2 to this Ordinance. In response to the additional public process and other factors, the Council intends to adopt CB 114941. Although CB 114941 incorporates the 2003 amendments adopted in Ordinance 121193 (lifting numeric limits on space that may be leased by the University and providing that lease restrictions may be changed by amending the 1998 Agreement), it also changes the lease policy in other respects by imposing new restrictions on leasing by the University. These restrictions include provisions that:

- Prohibit UW from most ground floor leasing in Primary and Secondary Impact Zones
- Prohibit UW from non-residential leasing in Single Family zones and low-density multi-family zones (SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2 and L3)
- Prohibit UW from leasing or acquiring the “Battelle” property
- Prohibit UW from allowing advertising of housing that the City determines violates City housing code regulations
- Require additional information regarding housing stock in periodic housing reports

In the numerous comments that the Council has received regarding the lease lid controversy, the Council has heard many persons express their opinion whether various lease lid restrictions represent wise public policy. Supporters of the restrictions claim that their repeal will be harmful to areas near the University, for various reasons. Opponents of the restrictions disagree, and assert that repeal of the restrictions may help reinvigorate these areas. They also argue that the University should be able to accommodate University growth in the same manner as other Major Institutions, without the selective restrictions of the lease lid. The Council believes that reasonable people may differ regarding the potential effects of changes in the lease lid restrictions.



The Council acknowledges that it does not know whether changes in the lease lid restrictions will eventually prove to be wise public policy, at least in the minds of some. However the Council recognizes that the previous repeal of leasing restrictions that applied to other Major Institutions has not, in the Council's judgment, resulted in deleterious effects in areas where the institutions are located. The Council also recognizes that conditions in certain areas near the University of Washington have deteriorated despite the fact that lease lid restrictions have been in effect. Accordingly the Council believes that it is in the public interest to change the lease lid restrictions, subject to conditions, to see if those changes, along with other measures, may help reverse that trend. The Council also believes that the University of Washington should have the same ability to plan for and accommodate growth as other Major Institutions located within Seattle.

Some supporters of the lease lid restrictions have argued that the restrictions are not only wise public policy, but that the City's Comprehensive Plan requires the restrictions. The Council disagrees. The Council notes that the City's Comprehensive Plan (including neighborhood plan policies incorporated into the Comprehensive Plan) does not have any policies concerning lease restrictions generally. Nor has the Council ever adopted a Comprehensive Plan policy requiring lease lid restrictions with respect to the University of Washington.

While there are various policies in the Comprehensive Plan that, indirectly, might be cited as good reasons to have or not have lease lid regulations, none of those policies is sufficiently specific, definitive or overarching so as to require the Council to adopt development regulations imposing lease restrictions or, as in this case, to prevent the Council from changing such restrictions, without first amending those policies. Rather, existing Comprehensive Plan policies accommodate a range of potential policy choices, including a decision to have---or not to have---lease lid regulations.

In addition to changing the lease lid restrictions, CB 114941 carries forward the change made in Ordinance 121193 which provides that such changes may occur through a legislative process that amends the 1998 Agreement, rather than by amending the University's Campus Master Plan. The Council finds that this is a more direct and appropriate way to change the leasing policy contained in the Agreement. This process is consistent with Growth Management Hearings Board rulings that the lease lid restrictions are GMA development regulations, whereas the Campus Master Plan is a quasi-judicial land use action.

Based upon the record considered by the Council when it adopted Ordinance 121193, and upon the record considered by the Council pursuant to the remand ordered by the Growth Management Hearings Board, the Council finds that the amendments to the 1998 Agreement contained in CB 114941 will protect and promote the health, safety and welfare of the general public, and should be adopted.





**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Legislative DPD	Geri Beardsley 4-8148 Mark Troxel 5-1739	Barbara Gangwer 5-0768

**Legislation Title:**

Council Bill 114941

AN ORDINANCE amending the 1998 Agreement Between the City of Seattle and the University of Washington, a Growth Management Act development regulation, to change the procedure for amending provisions concerning leasing by the University, to change restrictions on acquisition and leasing by the University, to change reporting requirements, to update references to agencies and documents, and authorizing execution of the amended Agreement.

• **Summary of the Legislation:**

This ordinance amends the 1998 Agreement between the City of Seattle and the University of Washington (UW), a Growth Management Act regulation. The amended agreement includes provisions that: remove general restrictions on the amount and location of property that may be leased by the UW; establish a goal that 75% of UW leased space occur in the Univ. Dist. NW Urban Center Village; prohibit UW leasing at ground level in pedestrian overlay zones; review UW leasing activity after five years; provide semi-annual reports regarding housing goals; prohibit leasing of the Batelle property by the UW; update references to City departments; and change the process by which amendments may be considered.

• **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

On June 16, 2003 on June 16, 2003 the Seattle City Council adopted Ordinance 121193 to repeal restrictions on the University of Washington's ability to lease certain property in the City of Seattle. The adoption of Ordinance 121193 was appealed to the Central Washington Growth Management Hearings Board ("Board") in Case No. 03-3-0016. On March 3, 2004 the Board issued an order directing the City of Seattle to provide additional public process regarding the City's proposal to repeal restrictions on the University of Washington. The City provided additional public process as described in Attachment 2 to this Ordinance; and believes that amendment of the 1998 Agreement Between the City of Seattle and the University of Washington will protect and promote the health, safety and welfare of the general public.

• *Please check one of the following:*

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



**ORDINANCE \_\_\_\_\_**

AN ORDINANCE amending the 1998 Agreement Between the City of Seattle and the University of Washington, a Growth Management Act development regulation, to change the procedure for amending provisions concerning leasing by the University, to change restrictions on acquisition and leasing by the University, to change reporting requirements, to update references to agencies and documents, and authorizing execution of the amended Agreement.

WHEREAS, on June 16, 2003 the Seattle City Council adopted Ordinance 121193 to amend the 1998 Agreement to eliminate numeric restrictions on the University of Washington's ability to lease certain property in the City of Seattle; and

WHEREAS, the adoption of Ordinance 121193 was appealed to the Central Washington Growth Management Hearings Board ("Board") in Case No. 03-3-0016; and

WHEREAS, on March 3, 2004 the Board issued an order directing the City of Seattle to provide additional public process regarding the City's proposal to change restrictions on the University of Washington; and

WHEREAS, the City provided additional public process as described in Attachment 2 to this Ordinance; and

WHEREAS, the City Council believes that further amendment of the 1998 Agreement Between the City of Seattle and the University of Washington will protect and promote the health, safety and welfare of the general public, as more fully described in Attachment 3 to this Ordinance;

NOW, THEREFORE,

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

Section 1. The 1998 Agreement Between the City of Seattle and the University of Washington, as amended in 2003 by Ordinance 121193, is further amended as shown in Attachment 1 to this Ordinance. The Mayor is hereby authorized to execute the amended Agreement.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

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Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and signed by me in open session  
in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk

(Seal)

ATTACHMENTS

- Attachment 1: Amended 1998 Agreement
- Attachment 2: Public Process Description
- Attachment 3: Council Findings

**1998 AGREEMENT  
BETWEEN THE CITY OF SEATTLE  
AND THE UNIVERSITY OF WASHINGTON**  
(as amended in 2003 and 2004)

**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 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 Planning and Development (DPD) ~~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 DPD ~~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 DPD ~~DCLU~~, and an application for a Major Institution Master Plan will be submitted to DPD ~~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 DPD DCLU for review.

5. Within twenty days (20) of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., DPD 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 DPD DCLU.

7. The Director of DPD 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., DPD 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 DPD 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. DPD's 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 ~~DPD DCLU~~ and CUCAC of the proposed exempt change, including a description of the category of exempt changes in which the proposed change fits. If ~~DPD 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 ~~DPD 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 ~~DPD DCLU~~ and the University within forty-five (45) days from submittal of the proposed change to ~~DPD 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. Reports**

1. The University will prepare and submit reports to DPD DECLU, the City Council and CUCAC which will provide the following information on a semiannual basis up to 2008 and thereafter on an annual basis:

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 annual campus traffic counts and survey results for the campus and biennial University District area estimates;
  - 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;
  - f. The number of jobs added through UW leasing in the University District Northwest Urban Center Village (UDNUCV);
  - g. A description of UW leases in buildings that contain housing and efforts that the UW has made to facilitate, influence, promote and encourage the creation of housing including efforts to assist its faculty and staff with housing options;
  - h. The City will report on commercial real estate conditions, including lease rates and vacancy rates in the UDNUCV compared to other areas and send that information to the University for inclusion in the report;
  - i. The City will report on the progress of housing development in the UDNUCV, including the number and types of units built; the number, types and affordability of units lost through demolition, conversion, or change of use and whether such units are replaced with comparable units in the UDNUCV; the jobs/housing ratio in the area; progress in meeting City housing and job targets in the UDNUCV and send that information to the University for inclusion in the report; and
  - j. A description of how UW off-campus leasing activity and development are consistent with applicable neighborhood plans.
2. In addition to the information required by II.D.1, the semiannual report will include the following information:
- a. Any purchases completed and proposed uses of such property located within the Primary and Secondary Impact Zones;
  - b. Any gifts or real property and proposed use of such property located within the Primary and Secondary Impact Zones;

c. Current summary of all leases within the City of Seattle, both outside and within the Primary and Secondary Impact Zones including the location, amount of space, use, term, underlying zone designation, identification of which leases and associated uses are for street-level spaces, and which leases are within the UDNUCV. This summary will also include any known plans for additional leases within the next year within the UDNUCV; and

d. The amount of residential space, if any, located in buildings within which the University also leases space for any use.

3. ~~The City's Department of Design, Construction and Land use~~ DPD shall lead an interdepartmental team, including the Department of Parks and Recreation, Office of Economic Development, Office of Housing, the Seattle Human Services Department and the Seattle Department of Transportation, to prepare a 5-year summary report in 2008 on the impacts of the UW leasing and acquisition upon the UDNUCV. ~~DPD DCLU~~ will combine the information provided under Sections II.D.1 and 2. for the preceding five years, and will provide an analysis of University leasing and acquisition within the UDNUCV. ~~DPD DCLU~~ will provide this analysis to the University and CUCAC for their review and comment prior to submission to the City Council.

~~34.~~ The annual report will be made an addendum to the Master Plan.

~~45.~~ The annual report will be submitted to DPD ~~DCLU~~ at the same time the other major institutions submit their reports.

~~56.~~ To the extent this Section II.D. conflicts with the Master Plan for 1991-2001, this section will prevail.

## **E. Property Acquisition and Leasing**

1. Policy.

a. Acquisition Policy. The Acquisition Policy is as follows: Except as provided below, the University may purchase property within the City of Seattle. University use and development of acquired property in the City of Seattle must conform to the City of Seattle's use and development regulations.

The University agrees that it will not acquire any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

b. Leasing Policy. The Leasing Policy is as follows:

(1) Permitted Leasing: Notwithstanding any provision of the University of Washington Master Plan and conditions of its approval, the University of Washington may lease any property within the City of Seattle, subject to all of the following:

a) ~~Permitted Leasing Focus: While the University may lease any property within the City of Seattle, w~~ Within the Primary and Secondary Impact Zones the University it will work toward directing 75% of its leasing in the Impact Zones to the University District Northwest Urban Center Village (UDNUCV) as defined by the City's Comprehensive Plan, and shown on the attached map. ~~(Attachment 1);~~

b) ~~In 2008, five years after adoption of this first amendment to the City University Agreement,~~ the City and the University shall conduct a review of UW off-campus leasing;

c) Using the University District Market Analysis (Gardner/Johnson May 2, 2003) as a baseline, the City and the University shall consider the condition of the University market area by analyzing the following factors: the number of housing units created as compared to the City's Comprehensive Plan Housing Goals for the UDNUCV, the number of University created jobs in the UDNUCV as compared to the City's Comprehensive Plan Jobs goal, the amount of UW lease payments to landlords within the UDNUCV, the economic contribution to businesses within the UDNUCV by UW employees, the contribution of UW academic capital to residents and businesses within the UDNUCV, whether or not there have been impacts upon the commercial and residential real estate markets or the on character of commercial areas, and whether or not there has been active encouragement by the University to influence the production of market-rate housing in the UDNUCV, the extent to which the permitted leasing focus has been achieved, and the extent to which the University has meaningfully participated in the development and implementation of the revitalization plan for the University District called for by City of Seattle Resolution 30605;

d) Based on the analysis conducted pursuant to "b)" and "c)" above, the City and the University will determine whether or not UW leasing, and/or the permitted leasing focus, of off-campus leasing within the UDUNCV shall be continued or modified after 2010;

e) UW off-campus leases shall continue to be permitted without limit, unless limits are established through amendment to this City-University Agreement;

f) Within the Primary and Secondary Impact Zones, n~~No~~ leasing shall be allowed at the street level in Pedestrian 1 or Pedestrian 2 designated a commercial zones (as those zones are designated at the time the use is proposed). In all other commercial zones within the Primary and Secondary Impact Zones, except leasing 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 may be allowed at street level, consistent with the underlying zoning; and only to the extent such uses are also permitted by the underlying City development regulations;

g) ~~Except as permitted in an adopted master plan, within the University District Northwest Urban Center Village (UDNUCV), the use of leased space by the~~

University shall neither result in the demolition of a structure(s) that contains a residential use nor change a residential use to a nonresidential use, unless such use is replaced with comparable use within the UDNUCV. Comparable use shall be defined to be the number of units and comparable price to those demolished; and

h) The University will develop a housing quality complaint program for students using UW services to find off-campus, private housing, within University District residential areas, including University Park, beginning with information to students about DECLUDPD code compliance, tenants' rights, landlord/tenant issues and mediation services among others. In response to quarterly reports from DPD, the program shall prohibit advertisements, through University publications, programs or services, for any rental or leased housing against which an uncorrected notice of violation of Seattle Municipal Code 22.206 (Habitable Buildings) has been issued by DPD within the five years preceding the date the advertising is to occur, if DPD has recorded the violation with King County. Each such prohibition shall remain in place unless the person seeking to advertise the housing demonstrates that the notice has been corrected, or DPD informs the University that the notice (or notices) has been corrected. If DPD changes its practice regarding which notices are filed with King County, then DPD shall report quarterly to the University about comparable notices of violation, and the program shall prohibit advertising based on the comparable notices of violation, to the extent consistent with due process of law considerations. This program will be implemented in the 2004-05 academic year. The University will also complete the "Guide to Student Community Relations - Neighbor to Neighbor Expectations" as outlined in the Regents' response to the City Council's preliminary Campus Master Plan decision. This guide will be complete by the fall of 2003 and mailed to students living in off-campus, private housing, within University District residential areas, including University Park.

i) The University agrees that it will not lease any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

j) The University may not lease property for non-residential uses within the following zones: SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2, or L3 as those zones exist at the time the use is proposed.

(2) The University will limit its real property leasing to University programs that cannot reasonably be accommodated within existing University facilities. Prior to considering leasing or rental agreements, the University will make reasonable attempts to locate academic and research activities within available and suitable University facilities. When existing facilities are not available or suitable, the University will make reasonable attempts to lease in areas where the University-related activity is a use compatible with the existing uses in the area.

(3) Use and development of leased space will comply with City of Seattle land use regulations.

2. Master Plan Amendments. Amendments to the University's Master Plan will not be required for land acquisition and leasing.

**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.

## **H. Housing Goals**

1. The City and the University have a shared interest in, and are committed to using their unique positions to stimulate, the creation of additional market-rate housing in the UDNUCV, consistent with the Comprehensive Plan and the goals and objectives outlined in the

University Community Urban Center Plan. The University is committed to work with private developers to encourage the creation of mixed-use projects that include market-rate rental, and for-sale, housing and to stimulate additional housing opportunities for UW faculty and staff. The City is committed to reviewing its zoning regulations and examining strategies for providing incentives for housing production.

2. The City and the University recognize that the primary housing goals of the University Community Urban Center Plan are to: (1) provide housing for a mix of demographic and income groups; (2) encourage a stable residential population; and (3) enhance neighborhood design quality and compatibility by using a variety of strategies including development partnerships, zoning modifications, financing subsidies and cost-reduction measures. Both parties agree that providing additional urban housing and increasing long-term residential stakeholders will promote neighborhood stability and investment and establish additional market opportunities for retail and service businesses.

3. The University has multiple interests in having housing options available for faculty and staff in close proximity to the University. Such housing would serve to minimize transportation impacts and assist in the recruitment and retention of key personnel. The University's presence and influence in the economy of the UDNUCV affords it a unique ability to encourage the development of housing to serve UW faculty and staff and other potential long-term residential stakeholders. The University will continue its efforts, to the extent allowed by law, to provide housing financing opportunities for its faculty and staff including but not limited to, programs such as the Hometown Homeloan Program. The University will report to the City on its efforts to stimulate new housing production and development of housing options for faculty and staff as outlined in Section II.D.2. of this Agreement.

4. As the City reviews zoning regulations within the UDNUCV, it will work to eliminate barriers to housing development and may provide incentives for the creation of additional housing units.

### **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 GPDP 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 GPDP 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 GPDP 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 to 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

CITY OF SEATTLE

By: \_\_\_\_\_  
President of the University

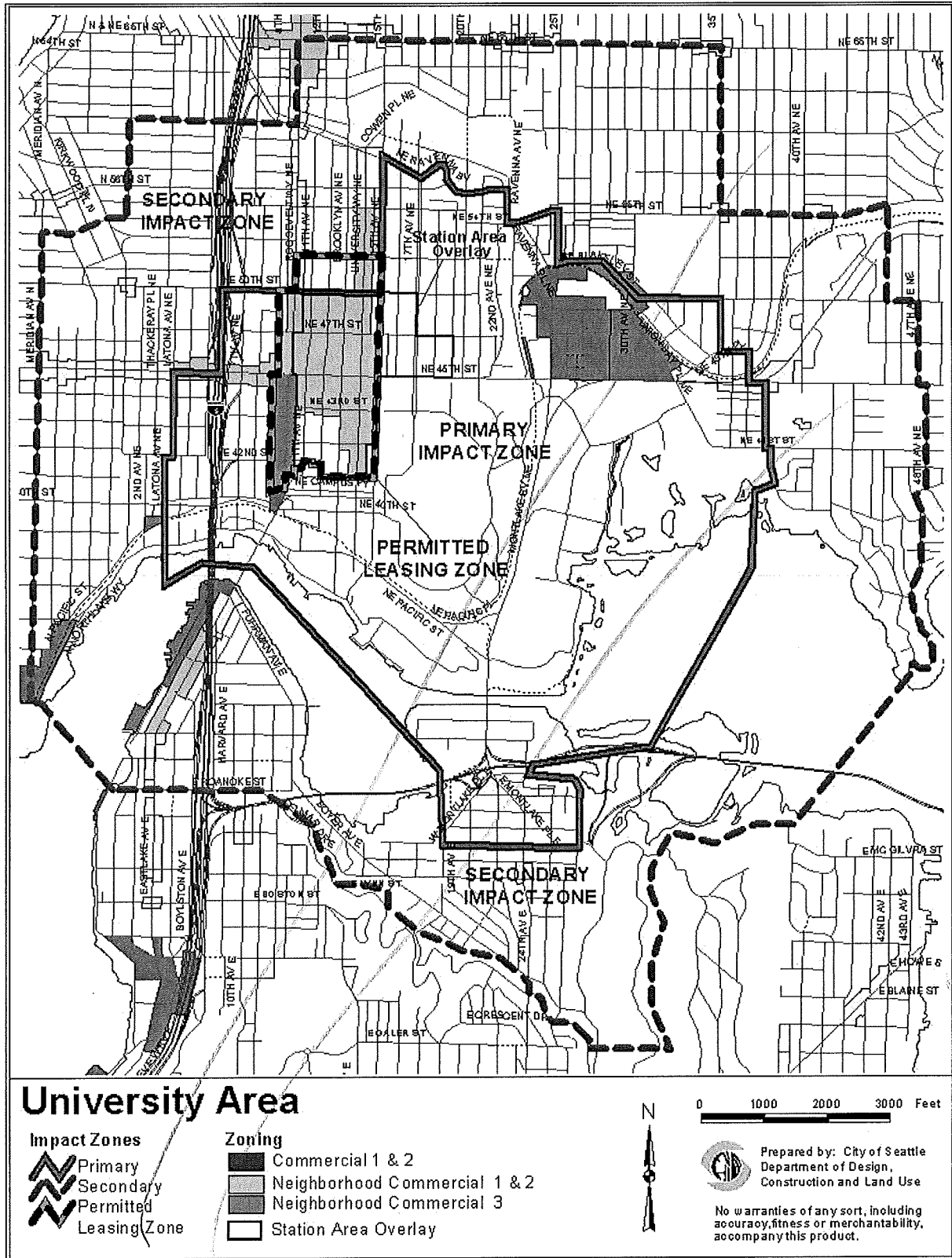
By: \_\_\_\_\_  
MAYOR, City of Seattle

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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Exhibit A  
 Primary and Secondary Impact Zones, and Permitted Leasing Zone



ATTACHMENT 1  
“BATTELLE SITE” LEGAL DESCRIPTION

That Portion of Government Lot 2 and of the Northeast Quarter of the Northwest Quarter of Section 15, Township 25 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 4 in Block 3 of Town of Yesler, according to plat thereof recorded in Volume 2 of Plats, Page 180, Records of Said County; thence Easterly along the production of the Southerly line of said Lot 4 to an intersection with a line parallel with and 30.00 feet Easterly of, measured at right angles to, the Easterly line of 38th Avenue Northeast (formerly Wilkes Street), as shown on said plat and true point of beginning; thence Southerly along the Easterly line of a strip of land deeded to the City of Seattle by deed recorded under Recording No. 3078749, Records of Said County, following a curve to the right having a radius of 100.00 feet to an intersection with a line parallel with and 20.00 feet Easterly of, measured at right angles to, the Easterly line of said 38th Avenue Northeast; thence continuing on Easterly line of said deeded strip, Southerly along said parallel line to an intersection with the Northerly line of East 41st Street as condemned under Superior Court Cause No. 81242 as provided by Ordinance No. 26926 of the City of Seattle; thence Easterly along said Northerly line to the Westerly line of Laurelhurst, an addition to the City of Seattle, according to the plat thereof recorded in Volume 14 of Plats, Page 15, Records of said County; thence Northerly along said Westerly line to the Southerly line of North Laurelhurst Park, according to the plat thereof recorded in Volume 35 of Plats, Page 36, Records of Said County; thence South 89 degrees 31'32" West along said Southerly line 334.56 feet to the Southwest corner of said North Laurelhurst Park; thence South 0 degrees 26'03" East 29.00 feet; thence South 89 degrees 31'32" West parallel with the Southerly line of East 45th Street, 374.79 feet; thence North 0 degrees 26'03" West 22.31 feet, more or less, to a point from which the true point of beginning bears North 89 degrees 00'00" West; thence North 89 degrees 00'00" West 193.45 feet to true point of beginning.

Situated in the County of King, State of Washington.

ATTACHMENT 2  
SUMMARY OF PUBLIC PROCESS FOR COUNCIL BILL 114941

2004

March 3 Growth Board orders remand for additional public process

April 6 Public participation program proposed (Resolution 30668)

April 26 Council approves Resolution 30668

May 13 Notice of Council stakeholder meeting (Petitioners, CUCAC, and UW)

May 20 Stakeholder meeting with Council

May 21-17 Notice of adoption of Resolution 30668

June 21-25 Notice of public hearings on July 27 and August 3

June 28 Proposed legislation introduced at Council

July 8 Notice of Council committee meeting (Government Affairs and Labor Committee “GAL”)

July 15 GAL Committee discusses legislation

July 27 First Council public hearing (Council chambers)

July 28 Notice of GAL Committee meeting

August 3 Second Council public hearing (MOHAI)

August 5 GAL Committee discusses legislation

August 10-12 Notice regarding additional amendments

September 9 Notice of GAL Committee meeting

September 16 GAL Committee meeting

October 6-11 Notice regarding third Council public hearing

November 17 Third Council public hearing

November \_\_\_ Final Council vote

December 2 Growth Board deadline for Council action

ATTACHMENT 3  
FINDINGS OF THE SEATTLE CITY COUNCIL  
REGARDING COUNCIL BILL 114941

The Seattle City Council has been considering possible changes to the leasing restrictions (“lease lid”) contained in the 1998 Agreement for nearly two years. In February 2003 the Mayor formally proposed amending the 1998 Agreement to remove or “lift” the lease lid, as one element of an effort to help revitalize the University District. Following a public process, the Council passed Ordinance 121193 on June 16, 2003. The Ordinance amended the lease lid policies in part, by lifting numeric restrictions on the amount of space that the University could lease in certain areas. The Ordinance differed from the proposal submitted by the Mayor, and did not embody all of the sometimes conflicting wishes of all of the persons and interest groups that provided comment regarding the proposed policies. Rather, the Ordinance reflected a compromise between various positions and the policy that the Council believed was in the best interests of the City overall.

Opponents of Ordinance 121193 appealed the Council’s decision to the Central Puget Sound Growth Management Hearings Board. On March 3, 2004 the Board ordered the City Council to provide additional public process regarding the changes to the lease lid. The City provided additional public process as described in Attachment 2 to this Ordinance. In response to the additional public process and other factors, the Council intends to adopt CB 114941. Although CB 114941 incorporates the 2003 amendments adopted in Ordinance 121193 (lifting numeric limits on space that may be leased by the University and providing that lease restrictions may be changed by amending the 1998 Agreement), it also changes the lease policy in other respects by imposing new restrictions on leasing by the University. These restrictions include provisions that:

- Prohibit UW from most ground floor leasing in Primary and Secondary Impact Zones
- Prohibit UW from non-residential leasing in Single Family zones and low-density multi-family zones (SF 5000, SF 7200, SF 9600, RSL, LDT, L1, L2 and L3)
- Prohibit UW from leasing or acquiring the “Battelle” property
- Prohibit UW from allowing advertising of housing that the City determines violates City housing code regulations
- Require additional information regarding housing stock in periodic housing reports

In the numerous comments that the Council has received regarding the lease lid controversy, the Council has heard many persons express their opinion whether various lease lid restrictions represent wise public policy. Supporters of the restrictions claim that their repeal will be harmful to areas near the University, for various reasons. Opponents of the restrictions disagree, and assert that repeal of the restrictions may help reinvigorate these areas. They also argue that the University should be able to accommodate University growth in the same manner as other Major Institutions, without the selective restrictions of the lease lid. The Council believes that reasonable people may differ regarding the potential effects of changes in the lease lid restrictions.

The Council acknowledges that it does not know whether changes in the lease lid restrictions will eventually prove to be wise public policy, at least in the minds of some. However the Council recognizes that the previous repeal of leasing restrictions that applied to other Major Institutions has not, in the Council's judgment, resulted in deleterious effects in areas where the institutions are located. The Council also recognizes that conditions in certain areas near the University of Washington have deteriorated despite the fact that lease lid restrictions have been in effect. Accordingly the Council believes that it is in the public interest to change the lease lid restrictions, subject to conditions, to see if those changes, along with other measures, may help reverse that trend. The Council also believes that the University of Washington should have the same ability to plan for and accommodate growth as other Major Institutions located within Seattle.

Some supporters of the lease lid restrictions have argued that the restrictions are not only wise public policy, but that the City's Comprehensive Plan requires the restrictions. The Council disagrees. The Council notes that the City's Comprehensive Plan (including neighborhood plan policies incorporated into the Comprehensive Plan) does not have any policies concerning lease restrictions generally. Nor has the Council ever adopted a Comprehensive Plan policy requiring lease lid restrictions with respect to the University of Washington.

While there are various policies in the Comprehensive Plan that, indirectly, might be cited as good reasons to have or not have lease lid regulations, none of those policies is sufficiently specific, definitive or overarching so as to require the Council to adopt development regulations imposing lease restrictions or, as in this case, to prevent the Council from changing such restrictions, without first amending those policies. Rather, existing Comprehensive Plan policies accommodate a range of potential policy choices, including a decision to have---or not to have---lease lid regulations.

In addition to changing the lease lid restrictions, CB 114941 carries forward the change made in Ordinance 121193 which provides that such changes may occur through a legislative process that amends the 1998 Agreement, rather than by amending the University's Campus Master Plan. The Council finds that this is a more direct and appropriate way to change the leasing policy contained in the Agreement. This process is consistent with Growth Management Hearings Board rulings that the lease lid restrictions are GMA development regulations, whereas the Campus Master Plan is a quasi-judicial land use action.

Based upon the record considered by the Council when it adopted Ordinance 121193, and upon the record considered by the Council pursuant to the remand ordered by the Growth Management Hearings Board, the Council finds that the amendments to the 1998 Agreement contained in CB 114941 will protect and promote the health, safety and welfare of the general public, and should be adopted.

**ORDINANCE \_\_\_\_\_**

AN ORDINANCE amending the 1998 Agreement Between the City of Seattle and the University of Washington, a Growth Management Act development regulation, to change the procedure for amending provisions concerning leasing by the University, to change restrictions on acquisition and leasing by the University, to change reporting requirements, to update references to agencies and documents, and authorizing execution of the amended Agreement.

WHEREAS, on June 16, 2003 the Seattle City Council adopted Ordinance 121193 to repeal restrictions on the University of Washington's ability to lease certain property in the City of Seattle; and

WHEREAS, the adoption of Ordinance 121193 was appealed to the Central Washington Growth Management Hearings Board ("Board") in Case No. 03-3-0016; and

WHEREAS, on March 3, 2004 the Board issued an order directing the City of Seattle to provide additional public process regarding the City's proposal to repeal restrictions on the University of Washington; and

WHEREAS, the City provided additional public process as described in Attachment 2 to this Ordinance; and

WHEREAS, the City Council believes that amendment of the 1998 Agreement Between the City of Seattle and the University of Washington will protect and promote the health, safety and welfare of the general public, as more fully described in Attachment 3 to this Ordinance;

NOW, THEREFORE,

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

Section 1. The 1998 Agreement Between the City of Seattle and the University of Washington is amended as shown in Attachment 1 to this Ordinance. The Mayor is hereby authorized to execute the amended Agreement.

Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and signed by me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.





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\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk

(Seal)

ATTACHMENTS

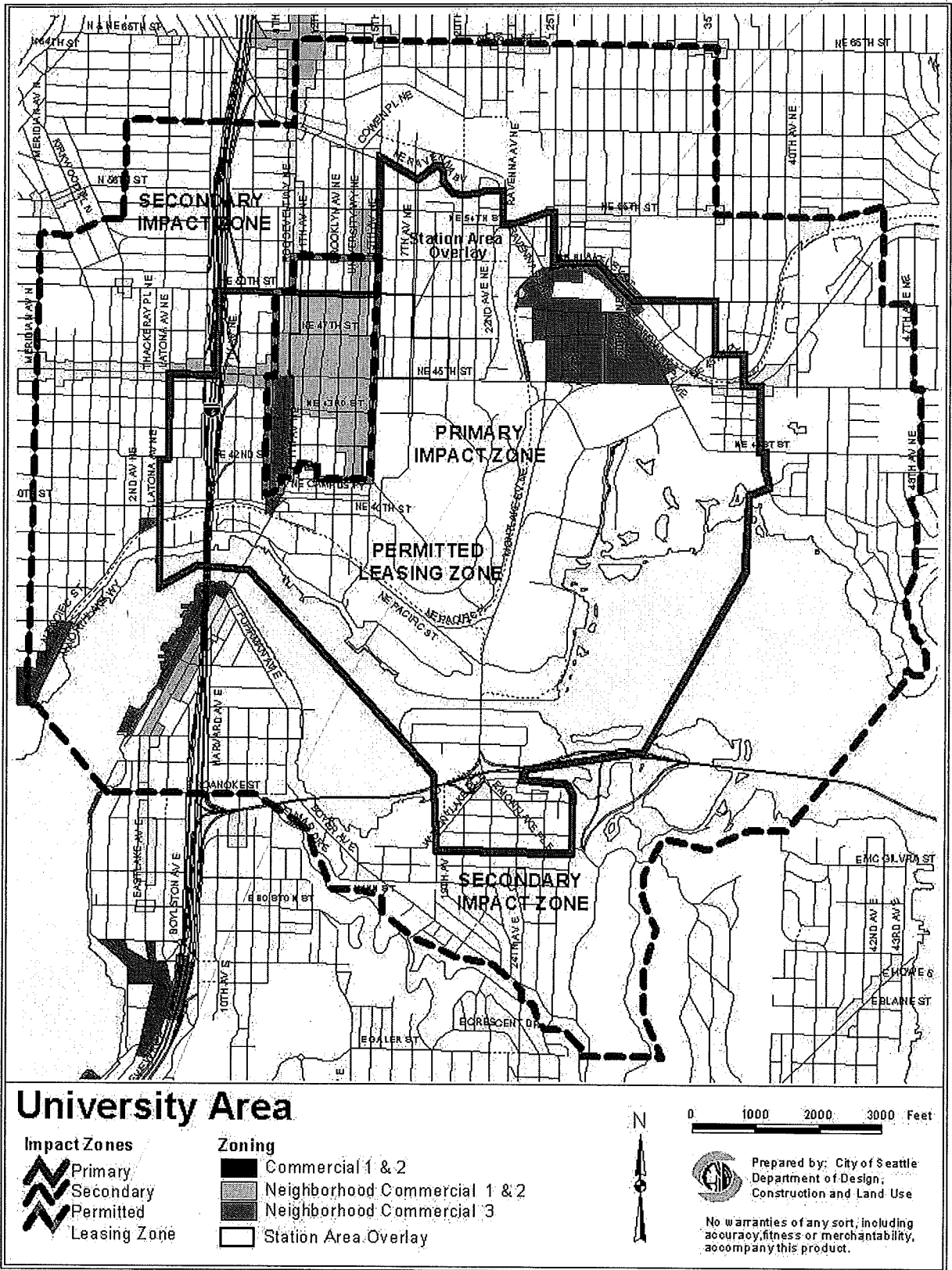
Attachment 1: Amended 1998 Agreement

Attachment 2: Public Process Description (to be completed at adoption)

Attachment 3: Council Analysis (to be completed at adoption)



Exhibit A  
 Primary and Secondary Impact Zones, and Permitted Leasing Zone



## EXHIBIT B

### BATTELLE SITE LEGAL DESCRIPTION

That Portion of Government Lot 2 and of the Northeast Quarter of the Northwest Quarter of Section 15, Township 25 North, Range 4 East, W.M., described as follows:

Beginning at the Southeast corner of Lot 4 in Block 3 of Town of Yesler, according to plat thereof recorded in Volume 2 of Plats, Page 180, Records of Said County; thence Easterly along the production of the Southerly line of said Lot 4 to an intersection with a line parallel with and 30.00 feet Easterly of, measured at right angles to, the Easterly line of 38th Avenue Northeast (formerly Wilkes Street), as shown on said plat and true point of beginning; thence Southerly along the Easterly line of a strip of land deeded to the City of Seattle by deed recorded under Recording No. 3078749, Records of Said County, following a curve to the right having a radius of 100.00 feet to an intersection with a line parallel with and 20.00 feet Easterly of, measured at right angles to, the Easterly line of said 38th Avenue Northeast; thence continuing on Easterly line of said deeded strip, Southerly along said parallel line to an intersection with the Northerly line of East 41st Street as condemned under Superior Court Cause No. 81242 as provided by Ordinance No. 26926 of the City of Seattle; thence Easterly along said Northerly line to the Westerly line of Laurelhurst, an addition to the City of Seattle, according to the plat thereof recorded in Volume 14 of Plats, Page 15, Records of said County; thence Northerly along said Westerly line to the Southerly line of North Laurelhurst Park, according to the plat thereof recorded in Volume 35 of Plats, Page 36, Records of Said County; thence South 89 degrees 31'32" West along said Southerly line 334.56 feet to the Southwest corner of said North Laurelhurst Park; thence South 0 degrees 26'03" East 29.00 feet; thence South 89 degrees 31'32" West parallel with the Southerly line of East 45th Street, 374.79 feet; thence North 0 degrees 26'03" West 22.31 feet, more or less, to a point from which the true point of beginning bears North 89 degrees 00'00" West; thence North 89 degrees 00'00" West 193.45 feet to true point of beginning.  
Situate in the County of King, State of Washington.



Attachment 1

**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 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 Planning and Development (DPD) ~~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 DPD ~~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 DPD ~~DCLU~~, and an application for a Major Institution Master Plan will be submitted to DPD ~~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 DPD DCLU for review.

5. Within twenty days (20) of receipt of the proposed final Master Plan and Final EIS under Section II.B.4., DPD 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 DPD DCLU.

7. The Director of DPD 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., DPD 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 DPD 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. ~~DPD's~~ ~~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 DPD ~~DCLU~~ and CUCAC of the proposed exempt change, including a description of the category of exempt changes in which the proposed change fits. If DPD ~~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 DPD ~~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 DPD ~~DCLU~~ and the University within forty-five (45) days from



submittal of the proposed change to ~~DPD~~ 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. Reports**

1. The University will prepare and submit reports to ~~DPD~~ ~~DCLU~~, the City Council and CUCAC which will provide the following information on a semiannual basis up to 2008 and thereafter on an annual basis:

- 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 annual campus traffic counts and survey results for the campus and biennial University District area estimates ;
- 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;
- f. The number of jobs added through UW leasing in the University District Northwest Urban Center Village (UDNUCV);
- g. A description of UW leases in buildings that contain housing and efforts that the UW has made to facilitate, influence, promote and encourage the creation of housing including efforts to assist its faculty and staff with housing option;
- h. The City will report on commercial real estate conditions, including lease rates and vacancy rates in the UDNUCV compared to other areas and send that information to the University for inclusion in the report;
- i. The City will report on the progress of housing development in the UDNUCV , including the number and types of units built, the jobs/housing ratio in the area, progress in meeting City housing and job targets in the UDNUCV and send that information to the University for inclusion in the report; and
- j. A description of how UW off-campus leasing activity and development are consistent with applicable neighborhood plans.



2. In addition to the information required by II.D.1, the semiannual report will include the following information:

a. Any purchases completed and proposed uses of such property located within the Primary and Secondary Impact Zones;

b. Any gifts or real property and proposed use of such property located within the Primary and Secondary Impact Zones;

c. Current summary of all leases within the City of Seattle, both outside and within the Primary and Secondary Impact Zones including the location, amount of space, use, term, underlying zone designation, identification of which leases and associated uses are for street-level spaces, and which leases are within the UDNUCV. This summary will also include any known plans for additional leases within the next year within the UDNUCV; and

d. The amount of residential space, if any, located in buildings within which the University also leases space for any use.

3. ~~The City's Department of Design, Construction and Land use~~ DPD shall lead an interdepartmental team, including the Department of Parks and Recreation, Office of Economic Development, Office of Housing, the Seattle Human Services Department and the Seattle Department of Transportation, to prepare a 5-year summary report in 2008 on the impacts of the UW leasing and acquisition upon the UDNUCV. DPD will combine the information provided under Sections II.D.1 and 2. for the preceding five years, and will provide an analysis of University leasing and acquisition within the UDNUCV. DPD will provide this analysis to the University and CUCAC for their review and comment prior to submission to the City Council.

~~34.~~ The annual report will be made an addendum to the Master Plan.

~~45.~~ The annual report will be submitted to DPD ~~DCLU~~ at the same time the other major institutions submit their reports.

~~56.~~ To the extent this Section II.D. conflicts with the Master Plan for 1991-2001, this section will prevail.

#### **E. Property Acquisition and Leasing**

##### 1. Policy.

a. Acquisition Policy. The Acquisition Policy is as follows: Except as provided below, ~~The~~ University may purchase property within the City of Seattle. University use and development of acquired property in the City of Seattle must conform to the City of Seattle's use and development regulations.

The University agrees that it will not purchase any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

b. Leasing Policy. The Leasing Policy is as follows:

(1) Permitted Leasing: Notwithstanding any provision of the University of Washington Master Plan and conditions of its approval, the University of Washington may lease any property within the City of Seattle, subject to all of the following:

a) Permitted Leasing Focus: ~~While the University may lease any property within the City of Seattle, w~~ Within the Primary and Secondary Impact Zones the University it will work toward directing 75% of its leasing in the Impact Zones to the ~~University District Northwest Urban Center Village (UDNUCV) as defined by the City's Comprehensive Plan. and shown on the attached map. (Attachment 4);~~

b) ~~In 2008, five years after adoption of this first amendment to the City University Agreement,~~ the City and the University shall conduct a review of UW off-campus leasing;

c) Using the University District Market Analysis (Gardner/Johnson May 2, 2003) as a baseline, the City and the University shall consider the condition of the University market area by analyzing the following factors: the number of housing units created as compared to the City's Comprehensive Plan Housing Goals for the UDNUCV, the number of University created jobs in the UDNUCV as compared to the City's Comprehensive Plan Jobs goal, the amount of UW lease payments to landlords within the UDNUCV, the economic contribution to businesses within the UDNUCV by UW employees, the contribution of UW academic capital to residents and businesses within the UDNUCV, whether or not there have been impacts upon the commercial and residential real estate markets or the on character of commercial areas, and whether or not there has been active encouragement by the University to influence the production of market-rate housing in the UDNUCV, the extent to which the permitted leasing focus has been achieved, and the extent to which the University has meaningfully participated in the development and implementation of the revitalization plan for the University District called for by City of Seattle Resolution 30605;

d) Based on the analysis conducted pursuant to "b)" and "c)" above, the City and the University will determine whether or not UW leasing, and/or the permitted leasing focus, of off-campus leasing within the UDUNCV shall be continued or modified after 2010;

e) UW off-campus leases shall continue to be permitted without limit, unless limits are established through amendment to this City-University Agreement;



f) Within the Primary and Secondary Impact Zones, ~~No~~ leasing shall be allowed at the street level in a commercial zone, ~~except for~~ However, leasing 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 is allowed, but and only if to the extent such uses are also permitted by the underlying City development regulations, and only if the uses are not located within a Pedestrian 1 or Pedestrian 2 zone;

g) Except as permitted in an adopted master plan, within the University District Northwest Urban Center Village (UDNUCV), the use of leased space by the University shall neither result in the demolition of a structure(s) that contains a residential use nor change a residential use to a nonresidential use, unless such use is replaced with comparable use within the UDNUCV. Comparable use shall be defined to be the number of units and comparable price to those demolished; and

h) The University will develop a housing quality complaint program for students using UW services to find off-campus, private housing, within University District residential areas, including University Park, beginning with information to students about DCLU code compliance, tenants' rights, landlord/tenant issues and mediation services among others. This program will be implemented in the 2004-05 academic year. The University will also complete the "Guide to Student Community Relations - Neighbor to Neighbor Expectations" as outlined in the Regents' response to the City Council's preliminary Campus Master Plan decision. This guide will be complete by the fall of 2003 and mailed to students living in off-campus, private housing, within University District residential areas, including University Park.

i) The University agrees that it will not lease any or all of the "Battelle site", as that property is described in Exhibit B to this Agreement.

(2) The University will limit its real property leasing to University programs that cannot reasonably be accommodated within existing University facilities. Prior to considering leasing or rental agreements, the University will make reasonable attempts to locate academic and research activities within available and suitable University facilities. When existing facilities are not available or suitable, the University will make reasonable attempts to lease in areas where the University-related activity is a use compatible with the existing uses in the area.

(3) Use and development of leased space will comply with City of Seattle land use regulations.

2. Master Plan Amendments. Amendments to the University's Master Plan will not be required for land acquisition and leasing.



## **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.



## **H. Housing Goals**

1. The City and the University have a shared interest in, and are committed to using their unique positions to stimulate, the creation of additional market-rate housing in the UDNUCV, consistent with the Comprehensive Plan and the goals and objectives outlined in the University Community Urban Center Plan. The University is committed to work with private developers to encourage the creation of mixed-use projects that include market-rate rental, and for-sale, housing and to stimulate additional housing opportunities for UW faculty and staff. The City is committed to reviewing its zoning regulations and examining strategies for providing incentives for housing production.

2. The City and the University recognize that the primary housing goals of the University Community Urban Center Plan are to: (1) provide housing for a mix of demographic and income groups; (2) encourage a stable residential population; and (3) enhance neighborhood design quality and compatibility by using a variety of strategies including development partnerships, zoning modifications, financing subsidies and cost-reduction measures. Both parties agree that providing additional urban housing and increasing long-term residential stakeholders will promote neighborhood stability and investment and establish additional market opportunities for retail and service businesses.

3. The University has multiple interests in having housing options available for faculty and staff in close proximity to the University. Such housing would serve to minimize transportation impacts and assist in the recruitment and retention of key personnel. The University's presence and influence in the economy of the UDNUCV affords it a unique ability to encourage the development of housing to serve UW faculty and staff and other potential long-term residential stakeholders. The University will continue its efforts, to the extent allowed by law, to provide housing financing opportunities for its faculty and staff including but not limited to, programs such as the Hometown Homeloan Program. The University will report to the City on its efforts to stimulate new housing production and development of housing options for faculty and staff as outlined in Section II.D.2. of this Agreement.

4. As the City reviews zoning regulations within the UDNUCV, it will work to eliminate barriers to housing development and may provide incentives for the creation of additional housing units.

## **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 GPDP 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 GPDP 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 GPDP 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 to 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

CITY OF SEATTLE

By: \_\_\_\_\_  
President of the University

By: \_\_\_\_\_  
MAYOR, City of Seattle

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**PUBLIC HEARING SIGN-UP SHEET**  
**Government Affairs and Labor Committee**

**C.B. 114941 (Alternative One)** Remove general restrictions on the amount and location of property that may be leased by the UW; establish a goal that 75% of UW leased space occur in the Univ. Dist. NW Urban Center Village; prohibit UW leasing at ground level in pedestrian overlay zones; review UW leasing activity after five years; provide semi-annual reports regarding housing goals; prohibit leasing of the Batelle property by the UW; update references to City departments; and change the process by which amendments may be considered.

**C.B. 114942 (Alternative Two)** Prohibit the UW from leasing more than 750,000 square feet within the primary and secondary impact zones around the UW (exceptions for vacant, non-street level space and new structures with 30% in residential use), require that any new leases within those zones be located in the "permitted leasing zone;" allow unlimited leasing by the UW outside of the primary and secondary impact zones; review UW leasing activity after five years; provide semi-annual reports regarding housing goals; update references to City departments; and change the process by which amendments may be considered.

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1.	JORGEN BADER	Ravenna-Bryant Community Assoc.	6536 29 <sup>th</sup> Ave NE, Seattle	98115	(206) 525-9070
2.	RICHARD J. ELLINGS	(NBA) RESEARCH NATIONAL BUREAU OF ASIAN	4518 University Way NE SEATTLE	98105	(206) 632-7376
3.	BRIAN RAMEY	FRIENDS OF BROOKLYN	117 E LOUISA ST #187 98102	98102	(206) 271-4744
4.	DON PICKERING	MEMETIC System / Tech Alliance	7017 Loyal Ave NW 98	98117	(206) 985-9890
5.	JIM MORAN	Greater Univ. Chamber of Commerce			206 524-2998
6.	MARY E. RYAN	U District Bus. Owner	4137 University Way NE	98105	(206) 632-2593
7.	Karolos Kamilos	Nat. Bureau of Asian Research	4518 University Way NE Ste 300	98105	(206) 632-7370
8.	Matthew Fox	U. Dist. Comm. Council	c/o 4531 University Way NE	98105	527.0648
9.	Tom Walsh	Foster Pepper & Shefelman	1111 Third Ave #3400 Seattle	98119	206-447-7292
10.	BILL McSHERRY	Gr. Seattle Chamber of Commerce	1301 7 <sup>th</sup> Ave #2500 Seattle	98101	206-389-7295
11.	Jeanie Hale	Laurelhurst CC	3425 W Laurelhurst Dr NE	98105	525-5135
12.	Mark Holden	Laurelhurst CC	4173-42 <sup>nd</sup> Avenue NE	98105	206-985-0051
13.	EARL BELL	UNIV. PARK COMM. CLUB	1808 NE Ravenna B.	98105	

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1.	JIM REINHROSEN	HEARTLAND	524 2ND AVE ST. 200	98104	
2.	MIAT ANDERSON	"	"	"	
3.	PAT McCLARE	UNICO / LAWYER		98105	206-346-3023
4.	Jim Gore	S B R I	307 Westlake N	98109	206 256 7336
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1.	Kerry Nicholson	Legacy Partners			
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#	(PLEASE PRINT) NAME	ORGANIZATION	(OPTIONAL) ADDRESS	ZIP	(OPTIONAL) PHONE/FAX
1. ✓	Kate Lloyd 2	Laurelhurst	4303 NE 35th St Sea	98105	522-8822
2. ✓	Scott Owen 1	Safeco			
3. ✓	Steve Mayeda 1	E.O.T.F.			206 2263500
4. ✓	Matt Fox 2	U.D.C.C.	1407 1/2 NE 58th 98105		527-0648
5. ✓	Cathy Dampier 2	UDCC	4337 15th Ave. N.E. 98105 →		632-0278
6. ✓	MARIE GARDNER 2	PNA/UW	5513 Brooklyn Ave. NE 98105	98105	525-3656
7. ✓	KENT WILLS 2	UNIV PARK CC	5210 16th AVE NE 98105	98105	526-7149
8.	KEN WOOD	U CHRISTIAN CHURCH			329-4525
9. ✓	BARB RAGEE 2	Laurelhurst	3607 NE 42nd St	98105	524-4094
10. ✓	Jeannie Hale 2	Laurelhurst	3425 W Laurelhurst Dr NE	98105	525-5135
11. ✓	DICK BARNUM 2	LAURELHURST	3606 NE 41st St.	98105	525-0456
12. ✓	Roy Mann 1	U-District Resident	4550 16th Ave NE #1	98105	729-2498
13.	Jan O'Connor	LWVS	1620 18th Ave 98	98122	328-6330

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1. ✓	Joe Quintana	Indy Group	2053 - 41 <sup>st</sup> Ave E	98112	206 726 9880
2. ✓	Eric Larson	Roos. Neighbor Alliance	5015 9 <sup>th</sup> Ave NE	98105	206 632 - 3050
3. ✓	AARON HOARD	U of W REGIONAL AFFAIRS			
4. ✓	MATT GRIFFIN	—	1500 4 <sup>th</sup> AVENUE, #600, <del>98</del>	98101	206-340-9208
5. ✓	John V. Fox	See Displacement	4554 12 <sup>th</sup> NE	98105	632-2668
6. ✓	John Powers	EDC of Seattle & King County			206 300 6244
7. ✓	PAT McLORE	UNICO / LABORERS		98105	
8. ✓	PAUL WILLARD	RESIDENT	5507 12 <sup>th</sup> AVE NE	98105	206-729-0400
9. ✓	RUEDI RISLED	RESIDENT	5256 19 <sup>th</sup> AVE NE	98105	
10. ✓	ALAN BORNING	U of W / RESIDENT	5735 WOODLAWN AVEN	98103	206 543 6688 (work)
11. ✓	Theresa Doherty	U of W	5115 NE 55 <sup>th</sup>	98105	(206) 523-0617
12. ✓	Stan Sorscher	Citizen/LLC	2716 NE 42 <sup>nd</sup> St	98105	206 526 7666
13.	Sorscher				



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1. ✓	Caroline Colón	Greater University Chamber		98105	
2. ✓	Dele Sperling	UNICO	1301 5th Ave.	98101	
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1.	✓ Teresa Lord Hugel	BUCC	4710 Uway #212	98105	547-4417
2.	✓ Fred Hart	GUCC	La Tienon	98105	632 1796
3.	✓ Willy Williams <sup>2</sup>				
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3.	BRIAN RAMEY	FRIENDS OF BROOKLYN	117 E LOUISA ST #182 98102	98102	(206) 271 4744
4.	DON PICKERING	MEMETIC SYSTEM / Tech Alliance	9017 Loyal Ave NW 98	98117	(206) 985-9890
5.	JIM MORAN	Greater Univ. Chamber of Commerce			206 524-2498
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STATE OF WASHINGTON - KING COUNTY

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CITY OF SEATTLE, CLERKS OFFICE

No. 121689-688 121688

**Affidavit of Publication**

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

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

CT:TITLE ONLY ORD

was published on

12/13/2004

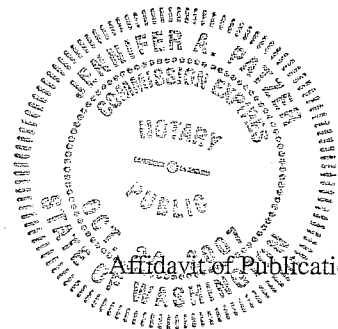
*Joanna Salazar*

Subscribed and sworn to before me on

12/13/2004

*James R. Baker*

Notary public for the State of Washington,  
residing in Seattle



Affidavit of Publication

## State of Washington, King County

### City of Seattle

#### TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on November 29, 2004, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

#### ORDINANCE NO. 121689

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

#### ORDINANCE NO. 121688

AN ORDINANCE amending the 1998 Agreement Between the City of Seattle and the University of Washington, a Growth Management Act development regulation, to change the procedure for amending provisions concerning leasing by the University, to change restrictions on acquisition and leasing by the University, to change reporting requirements, to update references to agencies and documents, and authorizing execution of the amended Agreement.

Date of publication in the Seattle Daily Journal of Commerce, December 13, 2004.  
12/13(179797)

STATE OF WASHINGTON – KING COUNTY

--SS.

177486  
CITY OF SEATTLE, CLERKS OFFICE

No.

**Affidavit of Publication**

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

CT:UW LEASE LID HEARING

was published on

10/5/2004

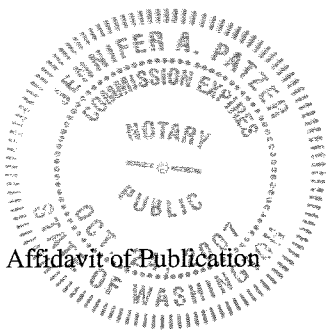
*Michael D. J.*

Subscribed and sworn to before me on

10/5/2004

*Jennifer A. Patzer*

Notary public for the State of Washington,  
residing in Seattle



Affidavit of Publication

# State of Washington, King County

## City of Seattle

### NOTICE OF SEATTLE CITY COUNCIL PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE 1998 AGREEMENT BETWEEN THE UNIVERSITY OF WASHINGTON AND THE CITY OF SEATTLE REGARDING THE UW LEASE LID

The Seattle City Council is considering proposed amendments (Council Bill 114941) to the 1998 Agreement between the City of Seattle and the University of Washington (UW), a Growth Management Act development regulation. The amendments relate to restrictions on leasing by the UW. Principal proposed amendments include:

Prohibiting UW leasing at ground level in pedestrian overlay zones within Primary and Secondary Impact zones; prohibiting non-residential leasing by the UW in residential zones; prohibiting leasing or acquisition of the former Battelle property by the UW; requiring additional information about loss of housing in periodic reports; prohibiting the UW from allowing advertising by landlords who have violated City housing regulations; clarifying the process by which amendments may be considered; and updating references to City departments.

The Council Bill will also be supplemented with two proposed documents: a summary of the Council's public process and Council findings. Based upon public comments and Council deliberations, the amendments ultimately adopted may be different than the amendments summarized above.

#### PUBLIC HEARING

The City Council will hold a public hearing to take public comments on the final proposal. The hearing is on November 17, 2004 at 5:30 p.m. in the City Council's Chamber, 2nd floor, Seattle City Hall, 600 Fourth Avenue. The entrance to City Hall is located on Fifth Avenue between James and Cherry Streets. For those who wish to testify, a sign-up sheet will be available one half hour before the public hearing. Questions concerning the public hearing may be directed to Krista Bunch in Councilmember Jan Drago's office, by calling 684-8801 or via email at [krista.bunch@seattle.gov](mailto:krista.bunch@seattle.gov). The City Council Chamber is accessible. Print and communications access is provided on prior request. Please contact Krista Bunch at 684-8801 as soon as possible to request accommodations for a disability.

#### Written Comments

Written comments may be submitted at any time until the final Council vote on the legislation. However, the Council prefers to receive written comments by 5:00 p.m. on November 18 to allow for review by the Council. Send written comments to:

**Councilmember Jan Drago**  
Legislative Department  
600 Fourth Avenue, Floor 2  
PO Box 34025  
Seattle, WA 98124-4025

#### INFORMATION AVAILABLE

Copies of the Council Bill are available from the DPD Public Resource Center, 700 5th Avenue, Suite 2000 in the Key Tower, 684-8467. The Public Resource Center is open 8:00 a.m. to 5:00 p.m. on Monday, Wednesday, Thursday, Friday and 10:00 a.m. to 5:00 p.m. on Tuesday. The Council Bill is also available at the Seattle City Clerk's website: <http://clerk.ci.seattle.wa.us/public/leghome.htm>

Date of publication in the Seattle Daily Journal of Commerce, October 5, 2004.

10/5(177486)