

Who is responsible if Project # 30203398 goes forward?
Whose voice is it that is ultimately heard in the guiding of this project?
And who is responsible when a project ruins a neighborhood?

As a citizen of this country and a taxpaying resident of this city, is there, in fact, any recourse, legal or ethical, when a project ruins a neighborhood? Or way of life?
Is it you, SDCI???

SMC 25.05.675.G makes it clear that DCI has regulatory power, and in fact, the responsibility, to modify the height, bulk and scale of this proposal beyond the limits set forth in the development regulations.

Please exercise that power in the name of humanity.

This is not a project designed to 'enhance' citizen's lives.

This is a project designed for profit.

The City has established Design Guidelines and Codes to protect the livability and safety of its neighborhoods. Engineers have endorsed these guidelines and codes primarily to prevent catastrophes, and to preserve a certain level of community cohesion/coherence. Leafing through the Design Guidelines it is hard to understand how so many of these too big, too close to the sidewalk, too tall, too inhumane, too soul-sapping buildings have been green lighted.

I'm not going to conjecture.

As a member of the neighborhood that has been protesting Project # 30203398 for over a year, I can state that the odds of preserving the livability and beauty of this city are weighted in favor of the people bent on destroying it. That is a harsh inditement.

What's happening to the neighborhoods is harsh as well, and pitiful.

I am not opposed to development per se. I appreciate thoughtful, prudent, organic, inspired design. I think man-made environments have the same capacity as the natural environment to enhance, even elevate one's quality of life.

Project #30203398 is NOT such a project.

It is too big, it is out of scale and proportion to its immediate surroundings, and its impact will be to destroy the existing quality of life in the neighborhood.

It would be a crime against humanity if Project # 30203398, in its current form, goes forward.

I don't know where the buck stops. I don't know who's really in charge. I don't know if there is any recourse, legal or ethically, when a project ruins a neighborhood.

I do know that LLC's formed to build the projects evaporate as soon as the project is over. I do know that the City Guidelines recommending conformity to existing height levels, sympathy towards existing neighborhoods, preservation of existing green spaces are not enforceable by law. I do know just by looking at what has happened to Ballard, to Queen Anne, to Capitol Hill, To Wallingford, to Central District, to what is bearing

down on us in Madison Valley, that at least half the projects green lighted by the City needed vastly more design review, vastly greater setbacks, and vastly greater preservation of trees and green spaces. None of us living with these green-lit projects are happy. And sooner or later we will leave the city. To the rats.

The City must be gratified in some way about this surge in construction. It's gaining tax revenue, and at a certain level providing housing to a steady stream of new residents. But who is really profiting from this surge? Is it just the developers? Or is there complicity with the City Council?

The developers treat us like children and imbeciles. They massage our concerns with assurances that they "want to be good neighbors" and have only our "best interests" in mind. In Madison Valley, Project #30203398, the facts do not bear this out.

This project is being built on a critical slope. Rather than following the topography, or using the topography to inform the design, the project **obliterates** the slope. The **proposed development is incongruent** with Seattle Design Guidelines CS2-B.1, CS2-C.2, CS2-D.11, CS2.D.4, CS1-C, CS2-B, CS2-D.3, and CS2-D.4.

The Dewey St neighborhood has a history of flooding, including a loss of life in 2006. Yet the project proposes clear-cutting 14,500 sq ft of vegetation, trees, and native plant species that not only clean the air, mitigate greenhouse gas emissions and impacts, and improve human health, but manage water run-off. In this valley, already documented as a potential flood area, to remove a natural water containment system is not only counter-intuitive, it is dangerously, perhaps even criminally, self-serving and short sighted. Who is legally responsible if and when that happens?

We are dealing here with TWO fundamentally different contexts. Or sites. One on Madison St. One on Dewey Place.

The **Madison Street** site is a commercial street and might be able to accommodate some of the extra pedestrian traffic and commercial activity associated with this project. As well, the site is at street level. So a "**fit**" **with the site and surrounding context** is pretty much guaranteed.

Not so with the **Dewey Place** site.

Dewey Place is a private, secluded, residential street at the base of a 40 degree (grade) steep hillside covered in dense forestation. Dewey Place is a cluster of small gardens and small homes. The average height of each home is 20'. This project proposes a 70' high building cantilevered out over that 40 degree steep slope, and dropping down onto the sidewalk across the street from these private homes. How can this possibly be construed the "successful fit" referenced in **DC2.C.3 "achieve a successful fit between a building and its neighbors" "fit with the surrounding context"**

The list of cynical dismissals and departures from SDG guidelines goes on.

I would like to make a proposal.

The people of Madison Valley believe Project #30203398 will **ruin** their quality of life. Velmeir Assoc and its architect believe Project #30203398 will **enhance** it. I propose a legal document, a contract, signed by both parties agreeing to *Terms of Enhancement* and to methods for measuring them. Both parties would meet and agree that the *enhancements* proposed by the developer are satisfactory compensation for the loss of sun, trees, open space, privacy, whatever naturally-existing amenities it is that the development will be altering. Once these compensations and a time frame for measuring the degree of their enhancement have been agreed upon, the contract would be drawn up, holding either the City or the developer, **not** an LLC, accountable. If the enhancements do not meet the agreed upon measures, the City and/or the Developer agrees to relocate all aggrieved parties to a neighborhood of proportionate beauty, privacy, livability and proximity to work, *or* to compensate them financially for the value of such re-location. If the enhancements are met, everyone is satisfied.

Respectfully
Jane Nichols
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