

**APPENDIX A**

**SUMMARY OF UNIVERSITY RESPONSE TO SDCI PROPOSED CONDITIONS**

<b>SDCI Proposed Condition</b>	<b>University's Initial Response</b>	<b>Resolution</b>
<p><b>Condition #1:</b> Amend page 276 of the Housing section to include the statement, “The University shall construct 150 affordable housing units for faculty and staff earning less than 60% AMI.”</p> <p><b>Condition #2:</b> A condition of the Master Plan shall state: Construction of 150 affordable housing units for faculty and staff earning less than 60% AMI shall be constructed within the MIO boundary, Primary Impact Zone, or Secondary Impact Zone prior to the development of 6 million net gross square feet or the life of the Master Plan, whichever occurs first.</p>	<p>The University does not accept SDCI Conditions #1 and #2. For explanation of the University’s position, please refer to pages 11 to 14 of the Applicant’s Pre-Hearing Brief.</p>	<p>No resolution. The University continues to object to Conditions #1 and #2. For further argument, please refer to pages 18 to 21 of the Applicant’s Post-Hearing Brief.</p>
<p><b>Condition #3:</b> Page 98: Amend the first paragraph under “Open Space Commitment”:</p> <p>...A design and implementation plan for the West Campus Green and the West Campus section of the continuous waterfront trail shall be completed by the <u>earlier of:</u> the time 1.5 million square feet of net new development in the West Campus sector is completed; <u>or the time the University submits its first permit application for development of Site W27, W29, W33, W34, or W35.</u></p>	<p>The University accepts SDCI Condition #3.</p>	
<p><b>Condition #4:</b> Page 102: Amend the second paragraph under “Open Space Commitment”:</p> <p>A design and implementation plan for the South Campus Greens, as well as the South Campus section of the continuous waterfront trail shall occur <del>when construction on the first adjacent development site is completed</del> <u>(by the time the University submits the first permit application for development of Sites S50, S51, S52, S41, S42, S45, or S46).</u></p>	<p>The University accepts SDCI Condition #4.</p>	
<p><b>Condition #5:</b> Page 104: Amend the second bullet under “Open Space Commitment”:</p> <p><del>Construction</del> Completion of the East Campus section of the continuous waterfront trail shall align with <u>the earlier of:</u> completion of construction of the 750,000 <u>gross</u> square feet of net new development</p>	<p>The University accepts SDCI Condition #5.</p>	

<p>allowed in East campus under the CMP; or exhaustion of the 6 million square foot growth allowance.</p>		
<p><b>Condition #6:</b> Page 240: Amend the last three sentences of the first paragraph under “West Campus Green and Plaza”:</p> <p>. . . . A design and implementation plan for West Campus Green and West Campus section of the continuous waterfront trail shall be completed by <u>the earlier of: the time 1.5 million square feet of net new development in West Campus sector is completed; or the time the University submits its first permit application for development of Site W27, W29, W33, W34, or W35.</u> A concept plan for all three sections of the continuous waterfront trail-West, South, and East -shall also be completed <del>at this</del> <u>by that time.</u> <u>The concept plan for the continuous waterfront trail shall be reviewed by SDCI for compliance with the City’s Shoreline Master Management Program and the University’s shoreline public access plan. The West Campus Green and the continuous waterfront trail design and implementation plan shall include convenient pickup and drop off facilities and signage that reflect local Native American history. At the latest, e</u> Construction of the West Campus Green and the West Campus section of the continuous waterfront trail shall occur <del>when</del> <u>by the earlier of: completion of 3.0 million gross square feet of net new development is completed in the West Campus Sector; at the completion of adjacent development sites W29, W33, and W34; or the exhaustion of the 6 million gross square foot growth allowance. In addition, as the University completes development of Sites W29 it shall complete the “Plaza”, and as the University completes development of W27, it shall complete the “Belvedere”, both identified on page 98.</u></p>	<p>The University accepts most of the modifications contained in SDCI Condition #6. However, it cannot agree to include pickup and drop-off facilities in the continuous waterfront trail and the West Campus Green design and implementation plan. These are open space projects and do not involve right-of-way improvements. In addition, the majority of the streets in West Campus are City-owned and the University does not have authority to install parking and loading areas on City-owned property.</p> <p>For consistency with the required trigger for the design and implementation plan, the University would also prefer that completion of the West Campus Green be tied to completion of all of the adjacent development sites, so sites W27 and W35 should also be referenced in the second to last sentence of the paragraph.</p> <p>The University therefore proposes the following alternative condition language that it will accept:</p> <p>Page 240: Amend the last three sentences of the first paragraph under “West Campus Green and Plaza”:</p> <p>. . . . A design and implementation plan for West Campus Green and West Campus section of the continuous waterfront trail shall be completed by the earlier of: the time 1.5 million square feet of net new development in West Campus sector is completed; or the time the University submits its first permit application for development of Site W27, W29, W33, W34, or W35. A concept plan for all three sections of the continuous waterfront trail-West, South, and East -shall also be completed that time. The concept plan for the continuous waterfront trail shall be reviewed by SDCI for compliance with the City’s Shoreline Master Management Program and the University’s shoreline public access plan. The West Campus Green and the continuous waterfront trail design and implementation plan shall include <del>convenient pickup and drop off facilities and</del> a plan for signage that reflects local Native American history. Construction of the West Campus Green and the West Campus section of the continuous waterfront trail shall occur <del>when</del> <u>by the earlier of: completion of 3.0 million gross square feet of net new development is completed in the West Campus Sector; at the completion of adjacent development sites W27, W29, W33, W34 and W35; or the exhaustion of the 6 million gross square foot growth allowance. In addition, as the University</u></p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #6:</b> Page 240: Amend the last three sentences of the first paragraph under “West Campus Green and Plaza”:</p> <p>. . . . A design and implementation plan for West Campus Green and West Campus section of the continuous waterfront trail shall be completed by the <u>earlier of: the time 1.5 million square feet of net new development in West Campus sector is completed; or the time the University submits its first permit application for development of Site W27, W29, W33, W34, or W35.</u> A concept plan for all three sections of the continuous waterfront trail-West, South, and East -shall also be completed <del>at this</del> <u>by that time.</u> <u>The concept plan for the continuous waterfront trail shall be reviewed by SDCI for compliance with the City’s Shoreline Master Management Program and the University’s Shoreline Public Access Plan. The continuous waterfront trail design and implementation plan for the South and East campus sectors shall include convenient pickup and drop off facilities and signage throughout the length of the trail that reflects local Native American history. At the latest, e</u> Construction of the West Campus Green and the West Campus section of the continuous waterfront trail shall occur <del>when</del> <u>by the earlier of: completion of 3.0 million gross square feet of net new development is completed in the West Campus Sector; at the completion of adjacent development sites W29, W33, and W34; or the exhaustion of the 6 million gross square foot growth allowance. In addition, as the University completes development of Sites W29 it shall complete the “Plaza”, and as the University completes development of W27, It shall complete the “Belvedere”, both identified on page 98.</u></p>

	completes development of Sites W29 it shall complete the “Plaza”, and as the University completes development of W27, It shall complete the “Belvedere”, both identified on page 98.	
<p><b>Condition #7:</b> Amend the second paragraph under “South Campus Green”:</p> <p>A design and implementation plan for the Greens, as well as the South Campus section of the continuous waterfront trail shall occur <del>when construction on the first adjacent development site is completed</del> <u>(by the time the University submits the first permit application for development of Sites S50, S51, S52, S41, S42, S45, or S46.</u></p>	The University accepts SDCI Condition #7.	
<p><b>Condition #8:</b> Amend the third paragraph under “Continuous Waterfront Trail”:</p> <ul style="list-style-type: none"> <li>• <del>Construction</del> <u>Completion</u> of the East Campus section of the continuous waterfront trail shall align with <u>the earlier of:</u> completion of construction of the 750,000 <u>gross</u> square feet of net new development allowed in East campus under the CMP; <u>or exhaustion of the 6 million square foot growth allowance.</u></li> </ul>	The University accepts SDCI Condition #8.	
<p><b>Condition #9:</b> UW shall include updates about the progress of the planning and completion of the West Campus Green, the South Campus Green, and the continuous waterfront trail in the annual reports to the City.</p>	Although this is not a condition of Section II.D of the City-University Agreement, the University will agree to voluntarily report on its progress in implementing the open space commitments in the Plan.	
<p><b>Condition #10:</b> Page 239: Add a new section to the beginning of the page:</p> <p><u>ACTIVE STREET-LEVEL USE AND TRANSPARENCY</u>  <u>Active street-level uses shall be located within buildings adjacent to City of Seattle right-of-way in the West Campus sector, mid-block corridors in all sectors, West Campus Green Plaza and Belvedere, South Campus Green, and the continuous waterfront trail. Active street-level uses include commercial uses, child-care facilities, multi-use lobbies, lounges, study spaces, and active academic uses like classrooms, labs, libraries and hands-on collaboration spaces. All buildings with required active street-level use and transparency shall provide active uses and transparency within 2-8 feet above sidewalk level along 60% of the building façade. Where active street level uses are required, street-level parking within structures, excluding driveway access and garage doors or openings, shall not be allowed unless separated from street-level</u></p>	The University accepts SDCI Condition #10.	

<p><u>street-facing facades by active street level uses complying with the use and transparency requirements in this paragraph.</u></p>		
<p><b>Condition #11:</b> Page 241: Under “Parking,” amend the paragraph in the middle of the page:</p> <p>Parking access is preferred from streets owned by the University. Where necessary, parking access from streets that are not owned by the University shall be allowed based on the following hierarchy of preference (from most preferred to least preferred). A determination on the final access location shall be made by SDCI, in consultation with SDOT, based on this hierarchy. The final access location shall balance the need to minimize safety hazards and the feasibility of the access location based on topography, transit operations, bike infrastructure, vehicle movement, and other considerations ...</p>	<p>The University accepts SDCI Condition #11.</p>	
<p><b>Condition #12:</b> Page 242: Under “Public Realm Allowance,” amend the second paragraph:</p> <p>The public realm allowance refers to a minimum zone between the street curb and the edge of building facade, and is intended to provide space for a comfortable and desirable pedestrian experience. <del>The public realm allowance proposed are based upon and maintain the current street widths which the University understands to be sufficient.</del> <u>City of Seattle right-of-way widths are determined by SMC 23.53 and the Street Improvement Manual, or functional successor. Where required, improvements to the public realm allowance shall be completed in accordance with adopted Green Street Concept Plan.</u> The existing curb-to-curb width, plus the linear square feet associated with the public realm allowance defines the extent of impact on development sites.</p>	<p>The University does not accept SDCI Condition #12.</p> <p>The University objects to the insertion of the reference to the City’s code and the Street Improvement Manual. The Plan bases the public realm allowance on existing street widths. Requiring wider streets will impact the University’s ability to develop the 6 million gross square foot growth allowance and thereby fulfill its mission. The Plan retains the existing street widths, which the University understands to be sufficient. (See Plan at 242.) SDCI has provided no information to the contrary.</p> <p>Further, the Plan already indicates that the University will strive to implement improvements to Brooklyn Avenue NE, 43rd Street, and NE 42nd Street that are included in the U District Green Street Concept Plan, which is included as an appendix. (See Plan at 182).</p>	<p>No resolution. The University continues to object to Condition #12. For further argument, please refer to page 25 of the Applicant’s Post-Hearing Brief.</p>
<p><b>Condition #13:</b> Page 251: Under “Upper Level Setbacks,” amend the first paragraph under “First Upper Level Setback”:</p> <p>Sites with building footprints that exceed 30,000 square feet shall maintain a minimum upper-level setback of 20’ along sides of the building where the height exceeds the 45’ podium. Sites with building footprints smaller than 30,000 square feet and whose building height exceeds the 45’ podium height shall maintain a minimum upper level setback of 20’ along at least two edges of the podium. <u>The required upper-level setback shall be provided along the street or major public open space façade if one exists.</u> If necessary to allow flexibility and</p>	<p>The University accepts SDCI Condition #13.</p>	

<p>modulation of the building form, a maximum of 50 percent of the building perimeter may extend up to 90' without a setback.</p>		
<p><b>Condition #14:</b> Page 251: Under “Second Upper Level Setback,” amend the first paragraph as follows:</p> <p>To create a more gradual transition between University and non-University property, an additional upper level setback shall be required <del>on building edges identified within the Development Standards and Design Guidance maps, pages 174, 189, 298, and 226.</del> <u>as follows:</u> <del>s</del>Sites with building footprints that exceed 20,000 square feet and whose building height exceeds 160' that are located along University Way and Campus Parkway, shall be required to step back an additional 20' at 90' in height along a minimum of one façade, generally the facade facing the more prominent street edge. Sites with building footprints that exceed 20,000 square feet and whose building height exceeds 160' that are located along Pacific Street, shall be required to step back an additional 20' at 120' in height along a minimum of one façade, generally the façade facing the more prominent street edge. <u>The required second upper-level setback shall be provided along the street or major public open space façade if one exists.</u></p>	<p>The University accepts SDCI Condition #14.</p>	
<p><b>Condition #15:</b> Page 239: Under “Ground Level Setbacks,” amend the third paragraph:</p> <p><del>Setbacks may be averaged horizontally or vertically.</del> University structures across a City street or alley from commercial, mixed use, manufacturing, or industrial zones outside the MIO boundary shall have no required setbacks. Pedestrian bridges, retaining walls, raised plazas, sculpture and other site elements shall have no setback requirements.</p>	<p>The University accepts SDCI Condition #15.</p>	
<p><b>Condition #16:</b> Page 156: Amend the paragraph under “Gateways”:</p> <p>The UW-Seattle campus is embedded within the larger urban fabric of the city and has multiple points of access. Gateways, <u>including NE 45th Street at 15th Avenue NE, the “landing” of the University Bridge at NE 40th Street, and NE 45th Street at 25th Avenue NE,</u> serve as important access points for pedestrians, bikes, and vehicles, and may provide a welcoming and clear sense of arrival on campus. Gateways also form key points of connectivity between campus sectors. <u>Gateways should include visual enhancements that signify entries into the community, such as landscaping, signage, artwork, or architectural features that will</u></p>	<p>The University accepts SDCI Condition #16.</p>	



<p>be installed at the discretion of the University. Gateways also form key points of connectivity between campus sectors.</p>		
<p><b>Condition #17:</b> Page 232: Amend the second bulleted paragraph:</p> <p>A new development site: A proposal for a development site not previously approved <u>under the Master Plan is considered a proposed change to the Master Plan and will comply with the City-University Agreement Section II.C.1 – 5, Changes to University Master Plan.</u> <del>shall constitute an exempt Campus Master Plan change, unless the proposal requires a Plan amendment according to the provisions of the City-University Agreement because the Director of SDCI (or its successor department) determines that the specific use proposed for a site, within the broad use categories permitted in tables 14 through 17, is inconsistent with the guiding principles or policies of this Campus Master Plan, or because of the use relationship to, or cumulative use impacts upon, area surrounding the University boundary.</del></p> <p><b>Condition #18:</b> Page 233, remove the two bulleted paragraphs.</p>	<p>The University does not accept SDCI Conditions #17 and #18.</p> <p>The University objects to the deletion of language on page 232 of the Plan explaining that a proposal for a new development site constitutes an exempt plan change, except under certain circumstances, and to the deletion of language on page 233 of the Plan relating to the movement of approved GSF from underdeveloped development sites within the sector and unused square footage between campus sectors. The language related to the movement of square footage between sectors is primarily retained from the approved 2003 Campus Master Plan and was proposed to be inserted by the City during the approval process for that Plan. <i>See</i> Ord. 121041. The language does not conflict with the City-University Agreement and should remain.</p> <p>In order to recognize that movement of square feet from one development site to another within a sector requires a plan amendment, consistent with the City-University Agreement, the University will agree to add the following sentence to the end of the first bullet point on Page 233:</p> <p><u>“A proposal to move GSF from one development site to another is considered a proposed change to the master plan and will comply with the procedures required in the City-University Agreement.”</u></p>	<p>No resolution. The University continues to object to Conditions #17 and #18. For further argument, please refer to page 26 of the Applicant’s Post-Hearing Brief.</p>
<p><b>Condition #19:</b> Page 261: Replace the first bulleted item with the following text:</p> <p>“Convene a transportation agency stakeholder meeting, at least quarterly, to review progress, monitor TMP performance goals, prioritize additional strategies if the TMP performance goals are not met, and address unforeseen challenges and opportunities.”</p>	<p>The University does not accept SDCI Condition #19.</p> <p>The University is responsible for implementing its TMP as a required part of its master plan. (<i>See</i> CUA § II.A.1.f.) Outside groups do not have substantive oversight of the TMP. The University therefore proposes the following alternative condition language that it will accept:</p> <p>Page 261: Amend the first bulleted item:</p> <p><u>“Convene a transportation agency stakeholder meeting, at least quarterly, to review progress, <del>monitor TMP performance goals, prioritize additional strategies if the TMP performance goals are not met,</del> and address and discuss unforeseen challenges and opportunities. The University may report on the TMP performance, but the group will not have oversight to set TMP priorities.”</u></p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #19:</b> Page 261: Amend the first bulleted item and the first sentence of the third bulleted item:</p> <p><u>“Convene a transportation agency stakeholder meeting, at least quarterly, to review progress and discuss <del>unforeseen transportation</del> challenges and opportunities. <del>The group will not have oversight to set TMP priorities.</del>”</u></p> <p><u>“Conduct an annual survey and provide the results of its efforts to the City-University Citizen Advisory Committee (CUCAC), SDOT Director, SDCI Director, Seattle City Council members, <del>transportation agency stakeholders,</del> and transit agency partners.”</u></p>

**Condition #20:** Page 261: Under “Monitoring and Reporting,” amend the text following the bulleted items:

The University’s TMP SOV goal is 20% as of the date of this Plan. The goal shall decrease to 17% by the earlier of the first day of 2022 or one year after the opening of the Northgate Link Extension. The goal shall decrease further to 15% by the earlier of the first day of 2025 or one year after the opening of the Lynnwood Link Extension.

At any point, if the UW fails to timely achieve the applicable SOV goal, the UW shall enhance the TMP to increase the likelihood that the goal shall be achieved. Additional measures to be considered include, but are not limited to:

- Providing a transit pass that covers all transit trips with a minimum University subsidy of 50% for faculty, staff, and students, pursuant to SDCI Director’s Rule 27-2015 and SMC 23.54.016
- Replicating the student U-Pass “opt-out” program with faculty and staff to encourage participation among campus populations less likely to use transit
- Expanding the U-Pass to integrate payment for other transportation options, such as car-share or bike-share
- Implementing performance-based parking strategies, including charging more for high-demand parking lots
- Replacing monthly parking permits with a pay-by-use parking payment model

~~In 2028, if the University has not failed to timely reached its SOV goal of 17% or 15% for a period of 24 months, the Director of Seattle Department of Construction and Inspections (SDCI) or its successor agency shall not issue master use permits and building permits shall not be issued for development (other than maintenance, emergency repair, or other minor projects) within the MIO. if the University exceeds the 15% SOV goal over two consecutive years beginning in 2029. The Director of Seattle Department of Construction and Inspections (SDCI)(Or its successor agency) SDCI shall withhold permits until the University has it has been demonstrated to the satisfaction of the Director that the University will implement additional mitigation measures shall be implemented that shall meet or restore the University student, faculty, and staff to the required SOV rate to 15%. This measure shall not be applied to maintenance, emergency repair, or other minor projects proposed by the University.~~

The University does not accept SDCI Condition #20. However, the University will agree to appropriate metering of its SOV rate that is achievable and balances the needs of the University in carrying out its academic mission.

The University therefore proposes the following alternative condition language that it will accept:

The University’s TMP SOV rate goal is 20% as of the date of this Plan. The goal shall decrease to 17% ~~by the earlier of the first day of 2022 or~~ one year after the opening of the Northgate Link Extension. The goal shall decrease further to 15% ~~by the earlier of the first day of 2025 or~~ one year after the opening of the Lynnwood, East, Redmond, and Federal Way Link Extensions.

~~At any point, if~~ the UW University fails to timely achieve the applicable SOV rate goal for a period of 24 months, the ~~UW~~ University shall take steps to enhance the TMP to increase the likelihood that the goal shall be achieved. Additional measures will be set by the University and may include, but are not limited to:

- Providing a transit pass that covers all transit trips with a minimum University subsidy of 50% for faculty, staff, and students, pursuant to SDCI Director’s Rule 27-2015 and SMC 23.54.016
- Replicating the student U-Pass “opt-out” program with faculty and staff to encourage participation among campus populations less likely to use transit
- Expanding the U-Pass to integrate payment for other transportation options, such as car-share or bike-share
- Implementing performance-based parking strategies, including charging more for high-demand parking lots
- Replacing monthly parking permits with a pay-by-use parking payment model

If the University has failed to timely reached its SOV rate goal of 20%, 17%, or 15% for a period of 24 months, the Director of Seattle Department of Construction and Inspections (SDCI) or its successor agency shall not issue master use permits and building permits for development (other than maintenance, emergency repair, or other minor projects) within the MIO. SDCI shall withhold permits until the University has demonstrated to the satisfaction of the Director that the University will implement additional mitigation measures that shall meet or restore the University student, faculty, and staff to the required SOV rate within a reasonable time.

The University and the City have agreed on alternative condition language. The agreed language for Condition #20 shall replace and supersede the language proposed for Conditions #59-61.

**Agreed Condition #20:** Page 261: Under “Monitoring and Reporting,” amend the text following the bulleted items:

The University’s TMP SOV rate goal is 20% as of the date of this Plan. The goal shall decrease to 17% one year after the opening of the Northgate Link Extension. The goal shall decrease further to 15% one year after the opening of the Lynnwood Link Extension.

If the University fails to timely achieve the applicable SOV rate goal, the University shall take steps to enhance the TMP to increase the likelihood that the goal shall be achieved. Additional measures will be set by the University and may include, but are not limited to:

- Providing a transit pass that covers all transit trips with a minimum University subsidy of 50% for faculty, staff, and students, pursuant to SDCI Director’s Rule 27-2015 and SMC 23.54.016
- Replicating the student U-Pass “opt-out” program with faculty and staff to encourage participation among campus populations less likely to use transit
- Expanding the U-Pass to integrate payment for other transportation options, such as car-share or bike-share
- Implementing performance-based parking strategies, including charging more for high-demand parking lots
- Replacing monthly parking permits with a pay-by-use parking payment model

~~In 2028, if the University has not failed to timely reached its SOV rate goal of 20%, 17%, or 15% for a period of 24 months, the Director of Seattle Department of Construction and Inspections (SDCI) or its successor agency shall not issue master use permits and building permits shall not be issued for development (other than maintenance, emergency repair, or other minor projects) within the MIO. if the University exceeds the 15% SOV goal over two consecutive years beginning in 2029. The Director of Seattle Department of Construction and Inspections (SDCI)(Or its successor agency) The SDCI Director shall withhold permits until the University has it has been reasonably demonstrated to the satisfaction of the Director that it the University will implement additional mitigation measures shall be implemented that shall meet or restore the University student, faculty, and staff to the required SOV rate to 15%. This measure shall not be applied to~~

		<del>maintenance, emergency repair, or other minor projects proposed by the University.</del>
<b>Condition #21:</b> Maintain the existing MIO height limitation (105') for properties along University Way north of Campus Parkway (Sites W19 and W20). Amend Table 10: Maximum Building Ht. Limit and Figures 125, 150, 153 and 191 to show the MIO height limitation of 105 ft. for Sites W19 and W20.	The University accepts SDCI Condition #21.	
<b>Condition #22:</b> Limit structure height on development sites W31 and W32 to 30 ft. and amend Table 10: "Conditioned Down Building Heights" accordingly.	The University accepts SDCI Condition #22.	
<p><b>Condition #23:</b> Page 240: Under "Mid-Block Corridors" amend the first sentence of the first paragraph on the page 240:</p> <p>Mid-block corridors are required where identified in Figures <del>192-195</del> <u>169 and 185</u>. Relabel the "Priority Pedestrian Connectors on these figures as "Mid-block Corridors."</p>	<p>The University does not accept SDCI Condition #23.</p> <p>The University has the authority to set development standards for campus, and has deliberately defined Mid-Block Corridors separately from Priority Pedestrian Connections. For additional explanation of the University's position on its authority to set development standards, please refer to pages 8 to 11 of the Applicant's Pre-Hearing Brief.</p> <p>The Plan currently identifies eight Mid-Block Corridors in the South and East Campus Sectors, and it requires a minimum 25-foot separation between buildings in those corridors. (<i>See</i> Plan at 257, 239-40.) Those Mid-Block Corridors are designated intentionally to break up future development along NE Pacific Street and Montlake Boulevard and to ensure significant porosity between buildings. The Plan separately identifies seven Priority Pedestrian Connections in the South and East Campus Sectors. (<i>Id.</i> at 208, 226.) These are identified in the University's design guidelines and are intended to be pedestrian connections through new development. Priority Pedestrian Connections do not have mandatory development standard requirements in the Plan because they are to be realized in a flexible manner reflecting incremental development. They may vary in width (but generally have a minimum width of 8'), go through buildings, be covered by upper-level building connections, or be open to the sky. (<i>See</i> Plan at 156-157.) Unlike Mid-Block Corridors, they are not intended to be a wide open corridor between buildings in all circumstances.</p> <p>Flexibility in Priority Pedestrian Corridors is needed to meet the University's development goals for South and East Campus, where development will occur incrementally and may not reflect the long-term vision for campus for decades. This flexibility is consistent with the</p>	<p>The University and the City have agreed on alternative condition language. The agreed condition language creates a new access designation: "Secondary Access Corridor," which will apply to the specified corridors in South Campus and ensure appropriate porosity between buildings. This approach appropriately balances development of a pedestrian-friendly public realm with the needs of the University for flexibility in developing the South Campus sector incrementally.</p> <p><b>Agreed Condition #23:</b></p> <p>(a) Pages 208 – 209 (Figure 169): Change to a secondary access corridor the priority pedestrian connector that extends southward from the northern end of Portage Bay Vista. Also change to secondary access corridors two of the three northeast-southwest-oriented priority pedestrian connectors (the three that are perpendicular to NE Pacific St.). List the symbols used to identify the secondary access corridors in Figure 169's key on page 209 under "Development Standards."</p> <p>(b) Page 240: Under "South Campus Green," add the following to the end of the second paragraph:</p> <p>"The design and implementation plan for the Greens and South Campus section of the continuous waterfront trail shall include the final locations and dimensions of mid-block corridors, secondary access corridors and priority pedestrian connectors represented in Figure 169."</p> <p>(c) Page 244: Add the following new development standard before "Shorelines":</p> <p>"SECONDARY ACCESS CORRIDORS</p>



	<p>Plan’s guiding principles and balances adequate pedestrian facilities with the University’s ability to develop to meet its mission.</p> <p>Testimony at the hearing will provide additional information on the distinction between Mid-Block Corridors and Priority Pedestrian Corridors and the need to keep these features of the Plan distinct.</p>	<p>Secondary access corridors are required in the approximate locations identified in Figure 169. Secondary access corridors are to be welcoming pedestrian corridors that provide public access, and views where possible, from NE Pacific Street into the South Campus and South Campus section of the continuous waterfront trail. These corridors shall be a minimum width of 12’ and, where possible, open to the sky.”</p>
<p><b>Condition #24:</b> Page 251: After the last paragraph under “View Corridors,” add:</p> <p><u>When proposing to develop sites adjacent to or within the 12 view corridors documented on Table 19 (pages 252 and 253), the University shall provide more detailed analysis of the existing or proposed views and demonstrate how the proposed development will maintain existing or proposed view corridors.</u></p>	<p>The University accepts SDCI Condition #24.</p>	
<p><b>Condition #25:</b> Page 252: Amend the View Corridor 8 description as follows:</p> <p><u>The view is of Lake Union generally to the southwest, as taken from the west pedestrian walkway along the University Bridge, at the edge of the existing UW Northlake building.</u></p>	<p>The University accepts SDCI Condition #25.</p>	
<p><b>Condition #26:</b> Page 253: Replace the View Corridor 8 graphic with the new one the University submitted to SDCI that is consistent with other view corridor graphics in terms of formatting.</p>	<p>The University accepts SDCI Condition #26.</p>	
<p><b>Condition #27:</b> Page 6: Amend the third paragraph under “Purpose and Context”:</p> <p><del>Work on this CMP began in 2015 so that by 2018, the 2018 CMP would be in place to accommodate the Seattle campus’ growth demands. Between 2015 and 2018, the University of Washington developed this long-term vision for the Seattle campus as well as a 10-year conceptual plan for campus growth that balances the preservation of historic campus assets with intensive investment.</del></p>	<p>The University does not accept SDCI Condition #27. Please refer to page 10 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #27:</b> Page 6: Amend the third paragraph under “Purpose and Context”:</p> <p>Work on this CMP began in 2015 so that by 2018, the 2018 CMP would be in place to accommodate the Seattle campus’ growth demands. Between 2015 and 2018, the University of Washington developed this long-term vision for the Seattle campus as well as a 10-year conceptual plan for campus growth that <u>balances provides for</u> the preservation of historic campus assets with intensive investment</p>

<p><b>Condition #28:</b> Page 8: Amend the paragraph under “Guiding Principles”:</p> <p>The CMP <del>balances preservation of historic campus assets with increased density,</del> and relies on the University’s strategic goals, academic, research, and service missions, and capital plan objectives, to inform the physical development of the campus. Five overarching principles guide the 2018 CMP:</p>	<p>The University does not accept SDCI Condition #28. Please refer to page 10 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #28:</b> Page 8: Amend the paragraph under “Guiding Principles”:</p> <p>The CMP <del>balances</del> <u>provides for the</u> preservation of historic campus assets with increased density, and relies on the University’s strategic goals, academic, research, and service missions, and capital plan objectives, to inform the physical development of the campus. Five overarching principles guide the 2018 CMP:</p>
<p><b>Condition #29:</b> Page 24: Amend paragraphs Nos. 1, 3, and 5 under “Regulatory Authority and Planning Process”:</p> <p>1. Pursuant to RCW 28B.20.130, <del>the University of Washington Board of Regents exercises full control of the University and its property has</del> <u>full control of the university and its property of various kinds, except as otherwise provided by State law.</u> Pursuant to RCW 36.70A.103 and .200, “[s]tate agencies shall comply with the local . . . development regulations and amendments thereto adopted pursuant to this chapter,” but “[n]o local . . . development regulation may preclude the siting of essential public facilities,” including “state education facilities.” The Washington Supreme Court has ruled that the University is a state agency and the Regents’ “full control” under RCW 28B.20.130 is limited by RCW 36.70A.103.</p> <p>3. The City-University Agreement governs preparation of the CMP. Consistent with the City-University Agreement and the City’s Major Institutions Code, <del>the CMP includes design guidance, development standards of the underlying zoning, and other elements unlike those applicable to other major institutions which differ from or are in addition to those included in the City’s Major Institutions Code, consistent with the City-University Agreement.</del> A Major Institution Overlay (MIO) district and boundaries are established through <del>the CMP adoption and e</del>City ordinance.</p> <p>5. <del>The University shall comply with the provisions of the Seattle Shoreline Master Program and other applicable State or Federal laws.</del> University development remains subject to City development regulations that do not constitute development standards of the underlying zoning and do not preclude the siting of an essential public facility within the meaning of RCW 36.70A.200.</p>	<p>The University accepts the portion of SDCI Condition #29 modifying page 24 paragraph 1. The University does not accept the portion of SDCI Condition #29 modifying page 24 paragraphs 3 and 5.</p> <p>Please refer to pages 8 to 11 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>No resolution. The University continues to object to the portions of Condition #29 that propose edits to paragraphs 3 and 5 related to references to “underlying zoning.” For further argument, please refer to pages 15 to 17 of the Applicant’s Post-Hearing Brief.</p>

<p><b>Condition #30:</b> Page 150: Amend the paragraph under “Introduction”:</p> <p>Chapter 6 contains detailed information on the 10-year conceptual plan for campus, including sector-by-sector descriptions of the design goals for each area. This Chapter further provides information on the University’s Project Review Processes, and includes non-binding design guidance. Although non-binding, design guidance will be implemented through capital project design and environmental review carried out by the Architectural Commission, the University Landscape Advisory Committee, the Design Review Board (all as applicable), and project design teams. <del>In a few places, Several figures reference development standards are referenced;</del> these standards <u>of the underlying zoning</u> are set out and explained further as mandatory requirements in Chapter 7.</p>	<p>The University does not accept SDCI Condition #30. Please refer to pages 8 to 11 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>No resolution. The University continues to object to Condition #30. For further argument, please refer to pages 15 to 17 of the Applicant’s Post-Hearing Brief.</p>
<p><b>Condition #31:</b> Page 151: Amend the paragraph under “Demolition”:</p> <p><del>Demolition is permitted prior to future development as long as sites are left in a safe condition and free of debris. Demolition permits are</del> <u>may be submitted in advance of a building site being selected for development and any grading work is reviewed under the Grading Code (SMC Chapter 22.170). Demolition of any structure, including any structure that is more than 25 years old or historic, is allowed if authorized by the UW Board of Regents.</u></p>	<p>The University does not accept deletion of the first sentence as of the paragraph under “Demolition” on page 151 that is proposed by SDCI Condition #31. Please refer to pages 8 to 11 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p> <p>The University accepts deletion of the last sentence as proposed by SDCI Condition #31.</p>	<p>The University and the City have agreed on alternative condition language. The agreed condition language properly recognizes that the University may demolish buildings in advance future development proposals.</p> <p><b>Agreed Condition #31:</b> Page 151: Amend the paragraph under “Demolition”:</p> <p><del>Demolition is permitted prior to future development as long as sites are left in a safe condition and free of debris. Demolition permits are</del> <u>Demolition may be permitted prior to future development where authorized by any required permit. Demolition permits may be submitted in advance of a building site being selected for development and any grading work is reviewed under the Grading Code (SMC Chapter 22.170). Demolition of any structure, including any structure that is more than 25 years old or historic, is allowed if authorized by the UW Board of Regents.</u></p>
<p><b>Condition #32:</b> Page 153: Amend the first four sentences of the first paragraph under “History of Stewardship by the Board of Regents”:</p> <p>Over the last century, the University of Washington Board of Regents has been the steward of the University of Washington campus. The Regents recognize the value of the campus setting to the University, the greater University area community, the City of Seattle, the State of Washington, and future generations. <u>The University is As a state institution of higher education and a state agency. Pursuant to RCW 28B.20.130, the Regents “have full control and authority over the development of the campus of the university and its property of various kinds, except as otherwise provided by law.” The institution is encumbered with a public purpose that is essential to the future of the State, and this purpose requires that the campus continue to be</u></p>	<p>The University accepts SDCI Condition #32.</p>	

<p><del>developed to meet the growing and changing education needs of the State. Pursuant to RCW 36.70A.103 and .200, “[s]tate agencies shall comply with the local . . . development regulations and amendments thereto adopted pursuant to this chapter,” but “[n]o local . . . development regulation may preclude the siting of essential public facilities,” including “state education facilities.” The Washington Supreme Court has ruled that the University is a state agency and the Regents’ “full control” under RCW 28B.20.130 is limited by RCW 36.70A.103.</del></p>		
<p><b>Condition #33:</b> Page 155: Amend the paragraph preceding “The Historic Resource Addendum (HRA)”:</p> <p><del>The review of historic resources on the campus utilizes the process stated above and does not include a review under the City of Seattle’s Landmark Preservation Ordinance. The University’s position is that it is not subject to the ordinance, as the University of Washington Board of Regents has full control and authority over all development on campus.</del><sup>+</sup></p> <p><sup>+</sup><del>Arguments related to this topic have been heard by the Washington Supreme Court. A decision is pending.</del></p>	<p>The University accepts SDCI Condition #33.</p>	<p>In its Pre-Hearing Brief, the University proposed additional language to be added to the Master Plan to reflect the Supreme Court’s holding in <i>University of Washington v. City of Seattle</i>. See Applicant Pre-Hearing Br. at 9. The University and the City have agreed the Master Plan should be revised as reflected in the agreed condition.</p> <p><b>Agreed Condition #33:</b> Page 155: Amend the paragraph preceding “The Historic Resource Addendum (HRA)”:</p> <p>The review of historic resources on the campus utilizes the process stated above. <u>In 2017, the Washington State Supreme Court concluded:</u></p> <p><u>The plain language of the current statutes provide that the Regents’ authority is subject to limitation by applicable state statutes, including the GMA’s provision that state agencies must comply with local development regulations adopted pursuant to the GMA. UW property that is located in Seattle is thus potentially subject to the [the City’s Landmarks Preservation Ordinance] absent a specific, directly conflicting statute.</u></p> <p><u><i>University of Washington v. City of Seattle</i>, 188 Wn.2d 823, 845, 399 P.3d 519 (2017).</u> <del>and does not include a review under the City of Seattle’s Landmark Preservation Ordinance. The University’s position is that it is not subject to the ordinance, as the University of Washington Board of Regents has full control and authority over all development on campus.</del><sup>+</sup></p> <p><sup>+</sup><del>Arguments related to this topic have been heard by the Washington Supreme Court. A decision is pending.</del></p>
<p><b>Condition #34:</b> Page 230: Amend the first paragraph under “Introduction”:</p>	<p>The University does not accept SDCI Condition #34. Please refer to pages 8 to 11 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>No resolution. The University continues to object to Condition #34. For further argument, please refer to pages 15 to 17 of the Applicant’s Post-Hearing Brief.</p>



<p>Consistent with SMC 23.69.006.B, this chapter outlines the development standards of the underlying zoning that guide proposed development within the campus boundaries. <del>The City-University Agreement requires that all University of Washington development within the Major Institution Overlay (MIO) boundary follow the standards outlined in this chapter.</del> While Chapter 6 includes design guidance to be used to achieve the design intent for the campus, this chapter includes the required development standards of the underlying zoning for campus development.</p>		
<p><b>Condition #35:</b> Page 238: Delete all text in its entirety and replace it with this:</p> <p>Subject to a Major Institution Overlay (MIO), as shown on page 26, a variety of zoning designations make up the underlying zoning of the Campus. As of the date of this Master Plan, the development standards of the underlying zoning are found in the provisions of SMC Chapters 23.43 through 23.51B, SMC 23.54.016.B, and 23.54.030 relevant to those zones.</p> <p>This Chapter contains the development standards that supplant the development standards of the underlying zoning within the MIO boundary as allowed by SMC 23.69.006.B and the City-University Agreement. The development standards in this Chapter are tailored to the University and its local setting, and are intended to allow development flexibility and improve compatibility with surrounding uses.</p> <p>Development standards of the underlying zoning not addressed in the Master Plan may be developed in the future by the University, provided they are consistent with and guided by the goals and policies of the City-University Agreement, the goals and policies of this Master Plan, and the process for any amendments to the Plan required by the City-University Agreement. Lack of specificity in the Master Plan development standards shall not result in application of provisions of underlying zoning.</p> <p>University development remains subject to all other City development regulations that do not constitute development standards of the underlying zoning and do not preclude the siting of an essential public facility within the meaning of RCW 36.70A.200.</p>	<p>The University does not accept SDCI Condition #35. Please refer to pages 8 to 11 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>No resolution. The University continues to object to Condition #35. For further argument, please refer to pages 15 to 17 of the Applicant’s Post-Hearing Brief.</p>
<p><b>Condition #36:</b> Page 241: Amend the fifth paragraph under “Parking” to accurately reflect the bicycle parking requirement of SMC 23.54.015:</p>	<p>The University does not accept SDCI Condition #36.</p> <p>The University objects to insertion of a prescriptive bike parking standard in to the Plan. Bike parking is one of the development</p>	<p>The University and the City have agreed on alternative condition language.</p>

<p><del>All new development shall consider opportunities for bike parking facilities. Bicycle parking shall be provided equal to ten percent of the maximum students present at the peak hour plus five percent of maximum employees present at the peak hour.</del></p>	<p>standards that the University has authority to identify. (CUA § II.A.1.d.)<sup>1</sup> For additional explanation of the University’s position on its authority to set development standards, please refer to pages 8 to 11 of the Applicant’s Pre-Hearing Brief.</p> <p>In addition, the City-University Agreement requires the University to describe existing and proposed bike facilities on campus. (CUA §II.A.1.e.) The Plan complies with this requirement: new development “shall consider opportunities for bike parking facilities.” (See Plan at 241.) The Plan also provides information about the existing bike network, bike parking, and circulation improvements. (<i>Id.</i> at 58-59,114-115.) Further, providing adequate bike parking supply is an identified component of the University’s Transportation Management Plan (“TMP”). (See <i>id.</i> at 267.)</p> <p>Finally, the University has a history of providing more than an adequate supply of bike parking on campus, consistent with the Transportation Policies in the City-University Agreement, without ever having identified a prescriptive bike parking standard in the past. (See CUA § II.C.3.) The bike parking facilities available on campus have historically exceeded demand in all campus sectors, and bike parking utilization rates have never exceeded 70 percent of available supply. (See FEIS, Appendix D at 3-49 to 3-42.) The University has been a good steward of bike parking on campus, and will to continue to be one under the Plan. It is inappropriate and unnecessary for the City to recommend a different bike parking standard.</p>	<p><b>Agreed Condition #36:</b> Page 241: Delete the fifth, one-sentence paragraph under “Parking”:</p> <p><del>All new development shall consider opportunities for bike parking facilities.</del></p>
<p><b>Condition #37:</b> Page 244: Amend the second paragraph under “Shorelines” (including the addition of a footnote) to recognize that any amendment to the Shoreline Master Program must be made by the City Council and approved by the Washington State Department of Ecology:</p> <p>The Shoreline Management Act (SMA) regulates development, uses, and modifications of shorelines of the state in order to protect the ecological functions of shoreline areas, encourage water-dependent uses, provide for maximum public access, and preserve, enhance, and increase views of the water. The City of Seattle has adopted implementing regulations for the Shoreline Management Act for development and use of shorelines within the City limits. The City’s shoreline regulations, called its Shoreline Master Program (SMP), are <u>currently</u> found in SMC Chapter 23.60A. There are <u>currently</u> three shoreline environments within the MIO: the Conservancy Preservation environment, the Conservancy Management environment, and the</p>	<p>The University accepts SDCI Condition #37.</p>	

<sup>1</sup> The 2003 Campus Master Plan foregoes a specific bike parking standard even though SMC 23.54.016 contained a bike parking requirement for major institutions at the time the 2003 Campus Master Plan was approved by the City. See Ord. 118409 (Sec. 200).

<p>Urban Commercial environment, as shown on pages 110 to 111. The University follows applicable SMP regulations for University development proposed within the shoreline. The applicable regulations <del>are will be</del> those in effect on the date of adoption of this Master Plan <u>if: (1) the City amends the SMP to so provide; and (2) the Washington State Department of Ecology approves that amendment.</u><sup>13</sup> If those conditions are not met, the applicable regulations will be those applied pursuant to City and Washington vested rights law. <del>For existing buildings within the shoreline environment, regular repair, maintenance and restoration is allowed, provided such activity is consistent with the SMP.</del></p> <p><sup>13</sup> As of the date the University submitted a final draft of this Master Plan to the City Department of Construction and Inspections, SMC 23.60A.016.D stated: “Nothing in this Chapter 23.60A changes the legal effect of existing approved Major Institution Master Plans adopted pursuant to Chapter 23.69 or Ordinance 121041.”</p>		
<p><b>Condition #38:</b> Page 246: Amend the first sentence of the third paragraph under “Structure Height Limits”:</p> <p>All development within the Shoreline District, <u>which is all development within 200 feet of the shoreline and associated wetlands,</u> is restricted to a maximum building height <del>of 30 feet</del> <u>specified in SMC Chapter 23.60A.</u></p>	<p>The University accepts SDCI Condition #38.</p>	
<p><b>Condition #39:</b> Page 254: Insert a sentence after “Definitions” and before “Development”:</p> <p><u>Where a conflict exists between the definitions in this Plan and those in SMC Chapter 23.84A or SMC Chapter 23.86, the definitions in this Plan shall apply.</u></p>	<p>The University does not accept SDCI Condition #39.</p> <p>The University objects to the insertion of a reference to the City’s definitions chapter. The definitions applicable to the Plan are contained in it. (See Plan at 254.) None of the definitions in the City’s code are applicable. To the extent this Condition relates to the University’s authority to set development standards on campus, please refer to pages 8 to 11 of Applicant’s Pre-Hearing Brief for further explanation of the University’s position.</p>	<p>No resolution. The University continues to object to Condition #39. The definitions applicable to the Master Plan are contained in it. The City did not identify any specific definitions that are missing from the Master Plan. For further argument, please refer to pages 15 to 17 of the Applicant’s Post-Hearing Brief.</p>
<p><b>Condition #40:</b> Page 255: Amend the paragraph under “MIO” to accurately reflect legislative history:</p> <p>The Major Institutional Overlay (MIO) boundary defines the extent of the campus that is governed by the City-University Agreement, and the development standards defined within this CMP. The MIO boundary was established by <del>o</del><u>Ordinance 112317 and subsequently amended.</u></p>	<p>The University accepts SDCI Condition #40.</p>	

<p><b>Condition #41:</b> Page 104: clarify how waterfront trail relates to Shoreline Public Access Plan by revising the text in the last bullet point on the page to say:</p> <p>“The University has proposed a Shoreline Public Access Plan as part of the CMP that incorporates and supports the continuous waterfront trail. <u>The trail’s design will incorporate the Access Plan improvements shown on pages 108-111.</u> Refer to <u>those</u> pages for more information about the Shoreline Public Access Plan.”</p>	<p>The University accepts SDCI Condition #41 with the minor modification noted below:</p> <p>“The University has proposed a Shoreline Public Access Plan as part of the CMP that incorporates and supports the continuous waterfront trail. The trail’s design will incorporate the Access Plan improvements <u>that relate to the trail</u> shown on pages 108-111. Refer to those pages for more information about the Shoreline Public Access Plan.”</p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #41:</b> Page 104: clarify how waterfront trail relates to Shoreline Public Access Plan by revising the text in the last bullet point on the page to say:</p> <p>“The University has proposed a Shoreline Public Access Plan as part of the CMP that incorporates and supports the continuous waterfront trail. <u>The trail’s design will incorporate the Access Plan improvements that relate to the trail</u> shown on pages 108-111. Refer to <u>those</u> pages for more information about the Shoreline Public Access Plan.”</p>
<p><b>Condition #42:</b> Page 108: Delete the following paragraph, because commercial uses are not public access uses.</p> <p><del>Commercial water dependent uses, including moorage for private boats and boat rentals, may be included in the Urban Commercial shoreline in West Campus where their requirements do not conflict with the water dependent uses of the College of Ocean and Fishery Sciences or limit public access to the waterfront. Potential uses could include a passenger ferry dock. Uses which would require additional single purpose public parking shall be discouraged.</del></p>	<p>The University accepts SDCI Condition #42.</p>	
<p><b>Condition #43:</b> Delete the following statement on page 108, at the end of the South Campus discussion:</p> <p><del>The public dock in South Campus would be removed.</del></p>	<p>The University accepts SDCI Condition #43.</p>	
<p><b>Condition #44:</b> Page 108: Clarify the approval process for the Shoreline Public Access Plan in the introduction:</p> <p>“This section provides the University’s Shoreline Access Plan. <u>It is a combination of both existing and new elements. Please refer to pages 48 and 49 for information on existing shoreline access conditions.</u> It shall be binding upon University development within the shoreline district <u>when the City approves the Access Plan pursuant to SMC 23.60A.164.K.</u> <del>It is a combination of both existing and new elements.</del> <u>Any modifications to the Shoreline Access Plan will be evaluated against provisions of the City-University Agreement related to amendments to the CMP.</u>”</p>	<p>The University accepts SDCI Condition #44.</p>	
<p><b>Condition #45:</b> Page 109: Add a discussion of the continuous waterfront trail to the end of the existing</p>	<p>The University accepts SDCI Condition #45, but proposes to add the text to the discussion of the waterfront trail on page 240, which contains</p>	<p>The University and the City have agreed on alternative condition language.</p>



<p>text:</p> <p><u>Continuous Waterfront Trail Design and Implementation Plan</u></p> <p><u>All development proposed within the shoreline district will meet the permitting, use, and development standards of the City’s Shoreline Master Program (SMP).</u></p> <p><u>The continuous waterfront trail design and implementation plan will show the existing and proposed shoreline public access plan improvements documented on pages 108-111 that are part of the trail.</u></p>	<p>a broader discussion of the trail, rather than page 109 as the Condition requires.</p>	<p><b>Agreed Condition #45:</b> Page 240: Add text to the end of the final paragraph under the heading “Continuous Waterfront Trail”:</p> <p>The University has proposed a Public Access Plan as part of the CMP that supports the continuous waterfront trail. Refer to pages 108 to 111 for more information about the Public Access Plan. <u>The continuous waterfront trail design and implementation plans will show the existing and proposed shoreline public access plan improvements documented on pages 108-111 that are part of the trail.</u></p>
<p><b>Condition #46:</b> Page 109: Add general standards after the recommended text regarding the continuous waterfront trail:</p> <p><u>General Standards</u></p> <p><u>The design and implementation plan will include accommodations for ADA parking at key access points.</u></p> <p><u>The design and implementation plan will incorporate new hand-carry boat launch access points and provide additional signage for all existing and proposed boat launch access points.</u></p>	<p>The University does not accept SDCI Condition #46.</p> <p>All parking, including ADA parking, is managed and planned for improvements on a campus-wide basis. (See Plan at 241.) Further, the trail is not proposed to incorporate new hand-carry boat launch access points. Hand-carry boat launch facilities are already available in the West and South Campus Sectors, and although such facilities are a recognized means of shoreline access under the City’s Shoreline Master Program, there is no minimum requirement demanding these facilities. SMC 23.60A.164; (see also Plan at 110-11, noting the location of hand-carry boat access points.)</p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #46:</b> Page 109: Add the following after the recommended text regarding the continuous waterfront trail:</p> <p><u>Boat Launch Access Points</u></p> <p><u>The design and implementation plan will evaluate and consider the need for new hand-carry boat launch access points and will provide additional signage for all existing and proposed boat launch access points.</u></p>
<p><b>Condition #47:</b> Prior to issuance of any demolition, excavation, shoring, or construction permit in West, South, or East Campus, provide a Construction Management Plan that has been approved by SDOT.</p> <p>The submittal information and review process for Construction Management Plans are described on the SDOT website at: <a href="http://www.seattle.gov/transportation/cmp.htm">http://www.seattle.gov/transportation/cmp.htm</a></p>	<p>The University accepts SDCI Condition #47.</p>	
<p><b>Condition #48:</b> Pages 234-237: Amend Tables 14 – 17 to list the year of construction for all existing buildings on identified development sites.</p>	<p>The University accepts SDCI Condition #48.</p>	
<p><b>Condition #49:</b> SDCI recommends that, if SDOT determines that new signals are warranted at these intersections while the Master Plan is in effect, the UW pay a proportional share of the cost of the new traffic signals, based on the percentage increase in traffic volumes through the intersections due to UW growth. The UW share of the University Way</p>	<p>The University does not accept SDCI Condition #49. Please refer to pages 14 to 17 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>The University and the City have agreed on alternative condition language. The alternative condition language modifies the University’s proportionate share contribution to properly base the calculation on the University’s share of new vehicle trips expected under the Plan and accounts for the University’s required SOV rate.</p>

<p>NE/NE 41st Street intersection will be 28.7%, and the UW share of the 6th Avenue NE/NE Northlake Way intersection will be 18.3%.</p>		<p><b>Agreed Condition #49:</b> If SDOT determines that new traffic signals are warranted at the following intersections while the Master Plan is in effect, the University will pay the indicated proportional share of the cost of the new signals: University Way NE/NE 41st Street, 24.5%; and 6th Avenue NE/NE Northlake Way, 15.1%. The University will have one year following delivery of an itemized accounting from SDOT of the new signal cost for an intersection to pay its indicated share for that intersection. The amount of new signal cost for which the University will be required to contribute a proportional share will not exceed \$500,000 per intersection (adjusted upward by 3.5% annually from the date of final CMP approval to the date the University receives the accounting for the relevant intersection).</p>
<p><b>Condition #50:</b> The University contribute 14% of the costs of ITS improvements at the time of ITS implementation within the primary impact zone, and 7% of the costs of ITS improvements at the time of ITS implementation within the secondary impact zone.</p>	<p>The University does not accept SDCI Condition #50. Please refer to pages 14 to 17 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>The University and the City have agreed on alternative condition language. The alternative condition language modifies the University’s proportionate share contribution to properly base the calculation on the University’s share of new vehicle trips expected under the Plan and accounts for the University’s required SOV rate.</p> <p><b>Agreed Condition #50:</b> The University will contribute 9% of the costs of ITS improvements at the time of ITS implementation within the primary impact zone, and 3.3% of the costs of ITS improvements at the time of ITS implementation within the secondary impact zone. The University’s contribution will be capped at \$1.6 million for ITS improvements in the primary impact zone, and \$293,000 for ITS improvements in the secondary impact zone. Both caps will adjusted upward by 3.5% annually from the date of final CMP approval until the delivery to the University of an itemized accounting of improvement costs from SDOT. The University will have one year following delivery of an itemized accounting of improvement costs from SDOT to pay its contribution.</p>
<p><b>Condition #51:</b> SDCI recommends that UW pay King County-Metro operating costs for three additional bus transit coaches in both the AM and PM peak hours to provide additional capacity on routes serving Campus Pkwy near Brooklyn Ave NE.</p>	<p>The University does not accept SDCI Condition #51. Please refer to pages 14 to 17 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>No resolution. The University continues to object to Condition #51. The EIS did not identify a significant impact on bus capacity based on the 2018 Campus Master Plan. Aggregate capacity is sufficient to accommodate new riders. For further argument, please refer to pages 21 to 24 of the Applicant’s Post-Hearing Brief.</p>
<p><b>Condition #52:</b> SDCI recommends that UW fund SDOT capital improvements to facilitate transit performance within the primary and secondary impact zones as follows, at the time of implementation of the respective RapidRide project:</p>	<p>The University does not accept SDCI Condition #52. Please refer to pages 14 to 17 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>No resolution. The University continues to object to Condition #52. ITS improvements, a portion of which the University will fund as detailed in Agreed Condition #50 above, will mitigate transit speed reductions. No further mitigation is warranted. For further argument, please refer to pages 21 to 25 of the Applicant’s Post-Hearing Brief.</p>

<ul style="list-style-type: none"> <li>• 11th Avenue NE/Roosevelt Avenue NE: 11% of the cost of the RapidRide project within the primary impact zone; 5.5% within the secondary impact zone.</li> <li>• NE 45th Street/15th Avenue NE/Pacific Avenue NE: 30% of the cost of the RapidRide project and other planned transit improvements, including bus only and BAT lanes, within the primary impact zone; 15% within the secondary impact zone.</li> <li>• Montlake Blvd NE: 25% of the cost of the RapidRide project and other planned transit improvements, including bus only lanes, within the primary impact zone; 12.5% within the secondary impact zone.</li> </ul>		
<p><b>Condition #53:</b> SDCI recommends that the UW dedicate space at new developments adjacent to existing and future Link light rail stations and RapidRide stops to better accommodate higher volumes of transit riders, provide better connections between modes, accommodate shared mobility services, and provide transportation information related to travel and transfer options.</p>	<p>The University does not accept SDCI Condition #53. Please refer to pages 14 to 17 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>No resolution. The University does not accept SDCI Condition #53. As Mr. Shaw acknowledged in his testimony, the Condition does not provide any specific standards and could be an appropriate design guideline. It is also not tied to any impact identified in the EIS. For further argument, please refer to pages 21 to 25 of the Applicant’s Post-Hearing Brief.</p> <p>Nonetheless, the University would agree to the following alternative condition:</p> <p><b>Alternative Condition #53:</b></p> <p>Add the following to Page 157:</p> <p>TRANSIT CONNECTIVITY</p> <p>“The University may make space available within its MIO to better accommodate higher volumes of transit riders, provide better connections between modes, accommodate shared mobility services, and provide transportation information related to travel and transfer options.”</p>
<p><b>Condition #54:</b> SDCI recommends that the UW upgrade the campus gateway at 15th Ave NE/NE 43rd Street as adjacent sites redevelop to comply with the Americans with Disabilities Act, and work with SDOT to identify opportunities to implement the U District Urban Design Framework streetscape concept plan connection between this campus entrance and the new U District light rail station.</p>	<p>The University does not accept SDCI Condition #54. The property between the 15th Avenue NE / NE 43 Street intersection and the new U District light rail station is not owned by the University or within its MIO. Therefore, the University will accept SDCI Condition #54 with the following modified condition language:</p> <p>SDCI recommends that the UW upgrade the campus gateway at 15th Ave NE/NE 43rd Street as adjacent sites redevelop to comply with the Americans with Disabilities Act, <del>and work with SDOT to identify opportunities to implement the U District Urban Design Framework</del></p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #54:</b> UW shall upgrade the campus gateway at 15th Ave NE/NE 43rd Street as adjacent sites redevelop to comply with the Americans with Disabilities Act, and, without undertaking an obligation to act, consult with SDOT to identify opportunities to implement the U District Urban Design Framework streetscape concept plan connection between this campus entrance and the new U District light rail station.</p>

	<p><del>streetscape concept plan connection between this campus entrance and the new U District light rail station.</del></p>	
<p><b>Condition #55:</b> SDCI recommends that UW expand or pay SDOT for transit stop expansion at these locations as part of the NE 45th St/15th Ave NE/NE Pacific St RapidRide implementation.</p>	<p>The University does not accept SDCI Condition #55. Please refer to pages 14 to 17 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>The University does not accept SDCI Condition #55. Similar to Condition #53, it contains no specific standards for implementation and Mr. Shaw acknowledged in his testimony that it would be an appropriate design guideline. For further argument, please refer to pages 21 to 25 of the Applicant’s Post-Hearing Brief.</p> <p>Nonetheless, the University would agree to the following alternative condition:</p> <p><b>Alternative Condition #55:</b> Add the following to Page 157 as a second paragraph under the heading TRANSIT CONNECTIVITY:</p> <p>“Further, the University will work with SDCI and Metro, without any obligation to act, to consider the expansion of the transit stop on the east side of 15th Avenue NE at NE 42nd Street and the transit stop on the south side of NE Pacific Street at 15th Avenue NE. The extent of any expansion will be sensitive to the impacts of expansion on the public open spaces and nearby development sites.”</p>
<p><b>Condition #56:</b> SDCI recommends that the UW complete separate pathways for bicyclists and pedestrians on the Burke-Gilman Trail between Brooklyn Avenue NE and 15th Avenue NE, and install adequate lighting following SDOT standards. This should be accomplished by the earlier of the first day of 2022 or when UW sites adjacent to the trail redevelop.</p>	<p>The University does not accept SDCI Condition #56 as the timeframe proposed is not practical. The segment of the Burke-Gillman Trail between Brooklyn Avenue NE and 15th Avenue NE runs through the proposed West Campus Belvedere.</p> <p>The University will accept timing of the improvement of this section of the trail along with construction of the Belvedere that is triggered by development of site W27. Therefore, the University will accept SDCI Condition #56 with the following alternative condition language:</p> <p>SDCI recommends that the UW complete separate pathways for bicyclists and pedestrians on the Burke-Gilman Trail between Brooklyn Avenue NE and 15th Avenue NE, and install adequate lighting <del>following SDOT standards. This should be accomplished by the earlier of the first day of 2022 or when site W27 develops</del> UW sites adjacent to the trail redevelop.</p>	<p>The University and the City have agreed on alternative condition language.</p> <p><b>Agreed Condition #56:</b> UW shall complete separate pathways for bicyclists and pedestrians on the Burke-Gilman Trail between Brooklyn Avenue NE and 15th Avenue NE, and install lighting following the University’s Facilities Design Guidelines and Campus Illumination Study, or successor documents. This should be accomplished by the earlier of the first day of 2028 or when site W27 develops.”</p>
<p><b>Condition #57:</b> Additionally, SDCI recommends that the UW widen the trail and separate users along the trail east of Rainier Vista as opportunities permit.</p>	<p>The University accepts SDCI Condition #57.</p>	<p>The City and the University have agreed on slightly revised condition language.</p> <p><b>Agreed Condition #57:</b> UW shall widen the trail and separate users along the trail east of Rainier Vista as opportunities permit.</p>



<p><b>Condition #58:</b> SDCI recommends that both the previous trip caps and parking cap be maintained.</p>	<p>The University accepts SDCI Condition #58. The trip caps are required by Section II.A.3 of the City-University Agreement unless modified during the master planning process. Please refer to pages 14 of the Applicant’s Pre-Hearing Brief for additional explanation of the University’s position.</p>	<p>The City and the University have agreed on slightly revised condition language.</p> <p><b>Agreed Condition #58:</b> Both the previous trip caps and parking cap shall be maintained.</p>
<p><b>Condition #59:</b> Amend page 261, as follows:</p> <p><del>In 2028, If the University has not failed to timely reached its SOV goal of 17% or 15% for a period of 24 months, the Director of Seattle Department of Construction and Inspections (SDCI) or its successor agency shall not issue master use permits and building permits shall not be issued for development (other than maintenance, emergency repair, or other minor projects) within the MIO. if the University exceeds the 15% SOV goal over two consecutive years beginning in 2029. The Director of Seattle Department of Construction and Inspections (SDCI)(Or its successor agency)-SDCI shall withhold permits until the University has it has been demonstrated to the satisfaction of the Director that the University will implement additional mitigation measures shall be implemented that shall meet or restore the University student, faculty, and staff to the required SOV rate to 15%. This measure shall not be applied to maintenance, emergency repair, or other minor projects proposed by the University.</del></p> <p><b>Condition #60:</b> SDCI recommends that the University achieve a 17% SOV rate by January 1, 2022 (approximately one year after the scheduled opening of Link light rail to Northgate), and a 15% SOV rate by January 1, 2024 (approximately one year after the scheduled opening of Link light rail to Lynnwood). If UW fails to timely achieve either rate, UW shall enhance the TMP to increase the likelihood that the goal shall be achieved. Additional measures to be considered include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Providing a transit pass that covers all transit trips with a minimum University subsidy of 50% for faculty, staff, and students, pursuant to SDCI Director’s Rule 27-2015 and SMC 23.54.016.</li> <li>• Replicating the student U-Pass “opt-out” program with faculty and staff to encourage participation among campus populations less likely to use transit.</li> <li>• Expanding the U-Pass to integrate payment for other transportation options, such as car-share or bike-share.</li> <li>• Implementing performance-based parking strategies, including charging more for high demand parking lots.</li> <li>• Replacing monthly parking permits with a pay-by-use parking payment model.</li> </ul>	<p>SDCI Conditions #59-61 appear to duplicate but conflict with SDCI Condition #20. The University will accept the alternative condition language proposed for Condition #20 discussed above. The University will not accept SDCI Conditions #59-61.</p>	<p>See Agreed Condition #20, which the University and the City have agreed supersedes and replaces Conditions #59-61.</p>

<p><b>Condition #61:</b> If the UW fails to achieve the applicable SOV goal for two consecutive years, it is recommended that SDCI withhold construction permits for new development under the Campus Master Plan until the SOV goal is met.</p>		
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