



**CITY MANAGER'S OFFICE**  
**CITY OF MERCER ISLAND, WASHINGTON**

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(206) 275-7600 | [www.mercergov.org](http://www.mercergov.org)

October 16, 2019

SENT VIA EMAIL

Eric Beckman, Deputy Executive Director  
Sound Transit  
401 South Jackson  
Seattle, WA 98104  
[Eric.Beckman@soundtransit.org](mailto:Eric.Beckman@soundtransit.org)

Re: Response to King County Metro's May 10, 2019 Letter to Sound Transit

Dear Mr. Beckman,

The City of Mercer Island ("City") has spent considerable time reviewing King County Metro's ("County") May 10, 2019 letter to Jemae Hoffman of Sound Transit ("Sound Transit") regarding the County's demands for unlimited layovers and utilization of both sides of North Mercer Way in the 77th Configuration. For the reasons set forth below, the City does not accept the demands set forth by the County, although the City remains open to consider other reasonable alternatives to, and additional studies of, the County's demands.

Since ST2 was approved, the City and Sound Transit entered into a thoughtful and thorough negotiation for resolution of numerous legal challenges respecting the construction and operation of Sound Transit's East Link Project segment in the City. The result was a City/Sound Transit Settlement Agreement ("Agreement") fully executed in November 2017. It is important to note that the County, though not a signatory party to the Agreement, was fully informed of the issues and options explored, which resulted in the County sending the City an October 13, 2017 letter in which the County made the following statements:

"Metro appreciates the opportunity to continue to engage with the City of Mercer Island as transit infrastructure and service decisions are being developed . . . . Metro values its partnerships . . . and we fully understand that planning and building for the future transit needs of residents is an ongoing dialogue."

"For the planned bus-rail intercept, Metro supports the City's preference as identified in the agreement with Sound Transit for the 77th configuration over the 80th configuration and will work with the City and Sound Transit to implement this design with modifications described in Section 4.2 of the Settlement Agreement between the City and Sound Transit."

“Metro is specifically interested in working with the City and Sound Transit to identify solutions for a transit operator comfort station, enhancements to the pedestrian environment to improve functionality and appearance of this intercept location, traffic flow considerations, and additional technical components as have been or may be identified by the project teams.”

The October 13, 2017 County letter is an express County recognition of the Agreement and of its concurrence with the City and Sound Transit’s decision to implement the 77th Configuration over the 80th Configuration.

The Agreement itself importantly provides the following provisions regarding the role to be played by the non-party County:

SECTION 4.1, 4.2, 4.3, AND 4.4:

- i. 4.1: . . . . “To the extent that King County Metro buses are necessary to coordinate service, the Parties agree that the 77th Avenue SE Configuration cannot be implemented without King County Metro’s agreement. The Parties will work collaboratively with King County Metro to obtain its concurrence where necessary and document such concurrence as appropriate.”
- ii. 4.2(a): . . . “all bus drop-off/pick-up and layover areas (other than those for local Mercer Island buses) will be located on the south side of North Mercer Way.”
- iii. 4.2(c): “Buses will not be scheduled in a manner that could be expected to result in bus volumes on North Mercer Way, both during peak periods and on a daily basis that exceed current volumes . . . .”
- iv. 4.3: . . . “the City will not unreasonably withhold its approval to changes in one or more of the below provisions based on Metro operational concerns:
  - (a) In order to reduce impacts on traffic flow on North Mercer Way, all pick-up/drop off of passengers will be on the south side of North Mercer Way.
  - (b) . . . bus layovers are limited to no more than fifteen (15) minutes and then only during the afternoon peak period (3:30pm - 7:00pm). Except as to buses running entirely on electrical (battery) power, there will be no idling of buses other than during actual pick-up and drop-off of passengers or while waiting in traffic.”
- v. 4.4: “Sound Transit is solely responsible for all costs required to implement and operate the systems and facilities required for the 77th Avenue SE Configuration as generally described in the 2017 SEPA Addendum . . . . All work will be performed in good faith, in close consultation with the City, and in a manner that reduces construction impacts on pedestrians, bicyclists and motorists, as practical.”

In this context, it is then surprising that the County's May 10, 2019 letter references Sections 4.2 and 4.3 of the Agreement and the stated limitations therein on layover and drop off areas as "unworkable" and "shortcomings." These limitations, which arose from studies and the aforementioned negotiations, were known by the County since at least the October 13, 2017 County letter, yet the County now asserts the limitations were "unworkable" or constituted "shortcomings." The County asserts that "[p]rior to the Settlement Agreement", it had identified route and service levels that now purportedly justify its current demands. If this were so, it was incumbent on the County at that time to identify these issues. This is especially true when the County had knowledge of the Agreement's provisions regarding layovers and drop offs.

Instead the County is now untimely and without sufficient justification making demands that negate the Agreement provisions intended to protect important City interests. The County is clear it is demanding that the City:

"Allow layover at all time of day, without a 15-minute or other time limit"; and

"Allow pick-up, drop-off, and layover on both sides of North Mercer Way as outlined in the Improved or Optimal Service Configuration in the Mercer Island Transit Operational and Configuration Study."

The County's request to allow layovers at "all time of day" without any time limit is unreasonable because it would permit the County to park its buses at layover spaces indefinitely. While the County may need more flexibility on the time of day and duration of layovers than those agreed on by the City and Sound Transit under Section 4.3(b) of the Agreement, the County's request for unrestricted layovers in its May 10, 2019 letter is not a reasonable request.

Likewise, the County's request to allow pick-up, drop-off, and layover on both sides of North Mercer Way is also unreasonable because it lacks any kind of consideration on the impacts that such a change would have on public safety, traffic, built environment and landscape. The limitations to pick-up, drop-off and layovers agreed by the City and Sound Transit, and imposed by the Agreement, are specifically intended to minimize impacts of the bus/rail integration on public safety, traffic, built environment and landscape. By requesting the elimination of these limitations, the County is extinguishing the purpose for which the City and Sound Transit agreed to Section 4 of the Agreement.

The County claims that restricting layover, pick-up, and drop-off from the north side of North Mercer Way is unworkable because it would limit the amount of service that it can provide. The County bases the amount of service it plans to provide on METRO CONNECTS. METRO CONNECTS, however, is the County's long-range planning document. It is not an operational document. The County admits that it does not yet have an operational schedule to service the Mercer Island station.

Please note that under Section 4.3 of the Agreement, the County's request for changes to the 77<sup>th</sup> Configuration must be based on its operational concerns. It is not supposed to be based on long-range planning. Until an operating schedule to service the Mercer Island station is adopted, the County has no basis under the Agreement to request modifications to the 77<sup>th</sup> Configuration based solely on METRO CONNECTS.

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Furthermore, to the extent that the County's request for changes to the 77th Configuration is, or will be, based on operational concerns, it must be limited to those set forth in Section 4.3(a) and (b) of the Agreement. The modifications that the City and Sound Transit have agreed on in Section 4.2 are not subject to change based on the County's operational concerns, or for any other reason.

Based on the foregoing, the County's demands constitute a material change to the Agreement's terms, conditions and intentions as agreed to by the City and Sound Transit. As a consequence, the City reasonably withholds its approval of the County's demands set forth in the May 10, 2019 letter. The City, in the spirit of good faith and collaboration, is willing to consider other reasonable alternatives to, and additional studies of, the County's demands. The City looks forward to a constructive dialogue with Sound Transit and the County on these issues in the hope that a reasonable position can be agreed upon.

Sincerely,

A handwritten signature in blue ink, appearing to read "J Bon".

Jessi Bon  
Interim City Manager  
City of Mercer Island

Encl. King County Metro October 13, 2017 Letter

cc: Mercer Island City Council  
Bio Park, Interim City Attorney  
Jason Kintner, Public Works Director  
Tom Wolfendale, K&L Gates LLP  
Stephen Sheehy, Sound Transit Senior Legal Counsel



## King County

Department of Transportation

Metro Transit Division  
General Manager's Office  
201 S. Jackson Street  
KSC-TR-0415  
Seattle, WA 98104-3856

October 13, 2017

Dear Ms. Underwood,

Metro appreciates the opportunity to continue to engage with the City of Mercer Island as transit infrastructure and service decisions are being developed in relation to Sound Transit's East Link project. Metro values its partnerships with cities and other entities across King County and we fully understand that planning and building for the future transit needs of residents is an ongoing dialogue.

For the planned bus-rail intercept, Metro supports the City's preference as identified in the agreement with Sound Transit for the 77th configuration over the 80th configuration and will work with the City and Sound Transit to implement this design with the modifications described in Section 4.2 of the Settlement Agreement between the City and Sound Transit. As East Link-related work between Sound Transit and Mercer Island progresses, King County Metro would welcome an opportunity to work with both parties on the details of implementing reliable, efficient, and practical transit service at this location.

Metro is specifically interested in working with the City and Sound Transit to identify solutions for a transit operator comfort station, enhancements to the pedestrian environment to improve the functionality and appearance of this intercept location, traffic flow considerations, and additional technical components as have been or may be identified by the project teams.

We at Metro appreciate the opportunity to continue to work with the City of Mercer Island and Sound Transit as these core transit infrastructure and service decisions are being developed. Thank you for reaching out to King County Metro. We look forward to continuing the good work in which you and your team are involved.

Sincerely,

Rob Gannon  
General Manager  
King County Metro