



October 21, 2020

Ms. Jessi Bon
City Manager
City of Mercer Island
9611 SE 36th St.
Mercer Island, WA 98040

Dear Ms. Bon:

I write in response to your letter to me dated October 2, 2020, to summarize the collaboration between Sound Transit and the City that your letter does not acknowledge.

Sound Transit spent many months and countless hours complying with the requirement in Section 4.1 of the Settlement Agreement that the parties “will work collaboratively with King County Metro to obtain its concurrence where necessary and document such concurrence as necessary.” Your predecessor as City Manager fully participated in this collaborative process and agreed with the decision made at its conclusion, that Metro’s operational needs require the refinements to the 77th Avenue SE Configuration that Metro identified in its May 10, 2019 letter.

The following paragraphs describe this collaborative process and mutual decision in more detail.

The City Council approved the Settlement Agreement with Sound Transit by passing Resolution No. 1533 on October 17, 2017, and the next day former City Manager Underwood signed it on behalf of the City. I signed it on behalf of Sound Transit on November 2, 2017, as authorized by the Sound Transit Board in Motion 2017-96.

Section 4 of the Settlement Agreement, is entitled BUS/RAIL INTEGRATION, and subsection 4.1 states:

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.

Beginning in May 2018, and continuing into early 2019, the former City Manager worked collaboratively with Sound Transit’s representatives, including Eric Beckman, Luke Lamon and Jemae Hoffman, and with King County Metro’s representatives in a collaborative planning process. This process resulted in the March 2019 Operational and Configuration Study by David Evans and Associates (“DEA”) that recommends the Optimal Service Configuration that Sound Transit has since designed and is preparing to build (the one exception is that Sound Transit is not building the recommended bus stop on 80th Avenue SE because that is at the future discretion of the City to serve local routes).

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The former City Manager was a member of the Executive Steering Committee for this collaborative process, and the notes from the January 2019 meeting state:

The Executive Steering Committee agreed with the study findings and would recommend the Optimal Service Configuration as the path forward in implementing the Settlement Agreement.

The Study itself concludes with this paragraph:

Therefore, the Optimal Service Configuration is the recommended path forward in implementing refinements to the Settlement Agreement as this configuration satisfies the joint goals and objectives to the highest degree and best serves the interests of Mercer Island and the region. While this configuration will require the most refinements to the modified 77th Avenue SE Configuration (each configuration requires refinement), this configuration represents the best design in fulfilling the bus/rail integration section of the Settlement Agreement while best meeting Sound Transit's and Metro's current and future operational needs.

The former City Manager not only agreed with this consensus recommendation at the conclusion of the collaborative process, she also asked King County Metro to send to Sound Transit the letter dated May 10, 2019, which concludes:

Specifically, Metro requires the 77th Avenue SE Configuration be implemented with the following refinements:

1. Allow layover at all times of day, without a 15-minute or other time limit.
2. 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 former City Manager also participated in preparing and presenting to the City Council the Study results and responses to Council questions. One document entitled "Mercer Island City Council Questions/Data Requests," provides written answers to questions by Councilmembers about the DEA Study. The City Manager shared this document with the City Council in May 2019, and Section 2 explains to the Council in detail why she agreed on behalf of the City that King County Metro's operational concerns cannot be met without refining the 77th Avenue SE Configuration.

Since the conclusion of the collaborative process in May 2019, Sound Transit has prepared the final design of the 77th Avenue SE Configuration as agreed-to by the City, King County Metro, and Sound Transit in the collaborative process, at considerable taxpayer expense.

Your letter also is written as if the City and Sound Transit did not agree in the Settlement Agreement that the 77th Avenue SE Configuration cannot be built without King County Metro's concurrence, and your letter does not identify any alternative way in which Metro's operational concerns can be met.

Current City leadership may not agree with the decisions made by prior City leadership, but those decisions were made at the conclusion of the collaborative process agreed-to in the Settlement Agreement, and Sound Transit then designed its Project to conform to those decisions.

Ms. Jessi Bon
October 21, 2020
Page 3

Your letter is written as if this collaborative process and resulting agreement did not happen. So long as the City is unwilling to acknowledge the decisions that the City and Sound Transit made at the conclusion of the collaborative process under the Settlement Agreement, neither mediation nor another meeting between City and Sound Transit leadership will be productive.

You letter also inaccurately asserts that “The City has not threatened to delay issuance of any permits in violation of the Settlement Agreement.” Attached to this letter is a copy of a letter sent by Sound Transit’s attorneys to the City’s attorneys regarding this issue.

On behalf of Sound Transit, I request that the City abide by its commitments in the Settlement Agreement and process Sound Transit’s applications as required by Section 14.

Sincerely,



Peter M. Rogoff
Chief Executive Officer

Enclosure: MITI - ST attorney letter to Mercer Island Attorney 10202020

cc: Eric Beckman, Deputy Executive Director-Business & Construction Services