



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5540  
March 19, 2019  
Study Session**

<b>EAST LINK CONSTRUCTION AND MERCER ISLAND TRANSIT INTERCHANGE STUDY UPDATES</b>	<b>Action:</b> Receive updates from Sound Transit and King County Metro regarding East Link construction and the Mercer Island Transit Interchange Operational and Configuration Study addressing Section 4, Bus/Rail Integration of the Settlement Agreement.	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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<b>DEPARTMENT OF</b>	City Manager (Julie Underwood & Kirsten Taylor)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	<ol style="list-style-type: none"> <li>1. Sound Transit Settlement Agreement</li> <li>2. Mercer Island Transit Interchange Operational and Configuration Study</li> <li>3. Mercer Island Transit Interchange Executive Summary</li> <li>4. Mercer Island Transit Interchange Frequently Asked Questions</li> </ol>
<b>2018-2019 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	n/a
<b>AMOUNT BUDGETED</b>	\$	n/a
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

**BACKGROUND**

On May 31, 2017, after nearly 7 hours of intense negotiations with Sound Transit (ST) (this was the evening before the two parties had a court hearing and 5 days before the closure of the I-90 center roadway), which was preceded by years of negotiations and months of litigation, the City Council approved a tentative settlement agreement with Sound Transit. Councilmembers who were directly involved in the negotiations may recall that one main objective was to ensure that the configuration that was identified in the 2017 SEPA Addendum to the East Link FEIS as Sound Transit’s and Metro’s preferred alternative (80th Avenue SE) was not going to be constructed.

Since the City Council and Sound Transit Board approved the agreement in October/November 2017 (see Exhibit 1), the City and Sound Transit have made progress implementing the Settlement Agreement for the East Link Project. To review, we have accomplished the following tasks:

- Implemented two pilot projects for first/last mile solutions;
- Implemented bike and sidewalk improvements at the Mercer Island Park & Ride (P&R);

- Contributed to the Aubrey Davis Master Plan planning efforts;
- Worked together on proposed commuter parking at the Tully's site; and
- Worked collaboratively with King County Metro (Metro) to implement bus/rail Integration on Mercer Island.

Transit is important to Mercer Island, as evidenced by transit ridership and use of the Mercer Island P&R facility. For example, Sound Transit's last license plate study showed that 50% of the P&R users were Island residents. In addition, in the City's April 2018 Community Survey, residents identified commuter parking as their top transportation priority for the City. Furthermore, Metro data shows that 150-175 people a day on Mercer Island use bus transit to and from Eastside destinations that won't be served by East Link light rail.

## **IMPLEMENTING THE 77TH AVE SE CONFIGURATION**

The Settlement Agreement states that the transit interchange will be based on the 77th Avenue SE Configuration from the 2017 SEPA Addendum to the East Link FEIS, and **not** the 80th Avenue SE Configuration, as the 77th Avenue SE Configuration was preferred by the Mercer Island City Council.

The Settlement Agreement was finalized without Metro at the table and thus requires Metro's concurrence for implementation of the 77th Avenue SE Configuration based on Metro's current and future operational needs.

With the above context in mind, and in efforts to study and identify bus/rail integration opportunities for Mercer Island, all three agencies (MI, ST, and Metro) created a joint list of goals and objectives for a future transit interchange. The future transit interchange will be based on the 77th Avenue SE Configuration and will satisfy the key tenets of the Settlement Agreement, including:

- Roundabout at North Mercer Way and 77th Avenue SE, and no substantial bus operations/layovers along 80th Avenue;
- Future bus volumes less than existing bus volumes;
- No routing of regional buses through Mercer Island Town Center;
- Limited occurrences of long bus layovers; and
- No bus idling.

The proposed roundabout will result in private property impacts adjacent to the North Mercer Way and 77th Avenue SE intersection. Per the Settlement Agreement, ST will manage the entire process to acquire the property necessary for the roundabout and will engage with the property owners using equitable treatment as required by federal and state law. ST and MI staff have met with the property owners about the extent of the impacts to their property and the appraisal process and timeline.

## **OPERATIONAL AND CONFIGURATION STUDY RESULTS**

Today, there are over 30 buses per hour serving Mercer Island from off-island locations during peak commuter periods. These buses start or end their routes in Seattle and include a stop at the Mercer Island P&R facility. Bus volumes from off-island locations will decrease when East Link light rail opens and buses no longer stop on the way to or from Seattle, with bus service from off-island locations anticipated at about 20 buses per hour during peak commuter periods. In 2021, roughly 18-24 months before East Link opens, Metro will lead an extensive public engagement and planning process that will give Mercer Island the opportunity to provide input and feedback on transit services and routing when East Link opens. This process will guide Metro's decisions about transit service for Eastside cities not served by light rail and local service including Route 204, Route 630, and other transit and mobility services on Mercer Island.

In preparation for the transition to East Link light rail services, Sound Transit and Metro must begin the planning process to evaluate how future bus routes will integrate with the light rail station.

Considering this, Sound Transit commissioned the Mercer Island Transit Interchange Operational and Configuration Study (“Study”) (see Exhibit 2) to evaluate three potential transit interchange configurations based on the joint list of goals and objectives mentioned earlier. Each configuration can be viewed as building upon the components of the previous, as illustrated in Figure 2 “Existing and Proposed Interchange Configurations,” provided on page 3 of the Study Executive Summary (see Exhibit 3).

#### Limited Service Configuration:

- Represents the absolute minimum condition where Metro would be able to provide any service for Mercer Island.
- Most closely resembles existing conditions (in a physical sense) but would allow for additional bus/transit curb space on the south side of North Mercer Way per the Settlement Agreement, which called for layover on the south side of North Mercer Way.
- Would require refinement of bus layover limits and allow non-local buses using existing bus stops on the north side of North Mercer Way. The Settlement Agreement restricts layovers to a maximum of 15 minutes and only during the PM peak; Metro has stated this would prevent them from providing any service to/for Mercer Island. Buses will layover only 15 minutes on average and need layover at more than the PM peak hours consistent with Metro’s labor contracts (see Exhibit 1, Appendix C).
- Anticipated future bus volumes would be 12 during the AM and PM peak hours (about one bus every 5 minutes), a substantial reduction from the existing 36 AM and 39 PM peak hour buses. Note: Sound Transit express buses are not expected to serve Mercer Island once East Link is operational.
- Received the lowest overall score due to the following:
  - Provides the least efficient transfer experience due to limited bus/transit curb space.
  - Very importantly, would result in the loss of transit service for approximately 150 to 175 daily passengers between Mercer Island and other Eastside communities once light rail service begins.
  - Provides for the least amount of transit service, flexibility of transit operations, accommodations for future mobility options, and ability to respond to future needs.

#### Improved Service Configuration:

- Builds upon the Limited Service Configuration and would include one additional bus/transit curb space on the north side of North Mercer Way.
- Anticipated bus volumes of 16 during the AM and PM peaks hours (about one bus every 4 minutes), a substantial reduction from the existing 36 AM and 39 PM peak hour buses.
- Received the intermediate score with the following attributes:
  - Provides flexible layover space that would not be available in the Limited Service Configuration, allowing for some future mobility options, including Metro, micro-transit, and rideshare opportunities.
  - Allows for some coordinated service between transit agencies.

#### Optimal Service Configuration:

- Builds upon the Improved Service Configuration and would include a local route bus stop to allow for only one bus along 80th Avenue SE south of the light rail station entrance.
- Would require refinement of bus operational limits along 80th Avenue SE. (Section 4.2(a) of the Settlement Agreement states the following: “There will be no bus drop-off/pick-up or layover area on 80th Avenue SE.”)
- Anticipated bus volumes of up to 20 during the AM and PM peaks hours (about one bus every 3 minutes), a substantial reduction from the existing 36 AM and 39 PM peak hour buses.
- Received the highest score for the following reasons:
  - Provides for the greatest amount of transit service and flexibility of transit service operations, which would result in fewer single-occupant vehicle trips on Mercer Island from non-Island commuters.

- Provides the most efficient transfer experience in terms of immediacy and reliability, and the ability to best coordinate service between transit agencies with timed transfers.
- Provides the most efficient auto experience on local streets with less wait time for transit users crossing intersections.
- Provides most flexibility for future mobility options, including Metro, micro-transit, and rideshare opportunities.
- Provides the best ability to respond to future needs and an enhanced Eastside transit network.

Staff finds that implementation of the Optimal Service Configuration will best meet Metro's operational needs, especially as those needs may shift and change with future mobility innovations. This configuration will also provide the highest overall quality transit to and from Mercer Island and the best Mercer Island experience for pedestrians, bikes and autos around the light rail station.

## **STUDY SESSION**

Sound Transit and Metro staff will provide an East Link Construction update and present the Mercer Island Transit Interchange Operational and Configuration Study and recommendations to Council during the Study Session. In addition, the three agencies have prepared FAQs to further address questions regarding the Study and refinements to the Settlement Agreement (see Exhibit 4).

The community is invited to submit questions in advance to be addressed by Metro and Sound Transit representatives during the Council's study session. These questions can be submitted via the City's Let's Talk – Mercer Island public engagement website at: <https://letstalk.mercergov.org/Transit-Interchange>.

## **RECOMMENDATION**

*City Manager & Senior Project Manager*

Receive the Sound Transit East Link construction and Mercer Island Transit Interchange Operational and Configuration Study updates.

**SETTLEMENT AGREEMENT  
BETWEEN THE CITY OF MERCER ISLAND AND THE  
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)  
FOR THE EAST LINK PROJECT**

This SETTLEMENT AGREEMENT (“Agreement”), is entered into between the CITY OF MERCER ISLAND, a Washington municipal corporation (“City”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority (“Sound Transit”), collectively the “Parties” and each a “Party.” For and in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows regarding the Project, as that term is defined below.

**RECITALS**

**WHEREAS**, the City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens and for other lawful purposes;

**WHEREAS**, the City’s only means for vehicles to enter or exit is via Interstate 90 (“I-90”);

**WHEREAS**, Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW, with all powers necessary to implement a high-capacity transit system within its boundaries in King, Pierce, and Snohomish Counties;

**WHEREAS**, on November 4, 2008, Central Puget Sound area voters approved the Sound Transit 2 plan, a package of transit improvements and expansions including: increased bus service, increased commuter rail service, an expansion of link light rail, and improved access to transportation facilities;

**WHEREAS**, the East Link Project (“the Project”) includes an expansion of light rail from downtown Seattle to Mercer Island, downtown Bellevue, and the Overlake Transit Center with stations serving Mercer Island, South Bellevue, downtown Bellevue, Bel-Red, and Overlake area; Sound Transit is implementing the East Link Project pursuant to its statutory authority described above and the voter approved Sound Transit 2 plan;

**WHEREAS**, segments of the Project will be constructed and operated within the City, with associated impacts and benefits for residents, businesses, and visitors to the City;

**WHEREAS**, in December 1976, the City, King County, the City of Seattle, the City of Bellevue, Metro and the State Highway Commission entered into a Memorandum Agreement regarding, among other matters, the lane configuration of a reconstructed I-90 (“1976 Agreement”);

**WHEREAS**, the 1976 Agreement provided for the construction of a 2-lane Center Roadway (“Center Roadway”) on I-90 for transit use, high occupancy vehicles (“HOV”), and also

for traffic that had Mercer Island as its origin or destination, including single occupancy vehicles (“SOV”);

**WHEREAS**, in 2004, an amendment to the 1976 Agreement was entered into with Sound Transit added as a party (the “2004 Amendment”), providing for the eventual conversion of the Center Roadway exclusively for High Capacity Transit and the construction of an additional lane in each outside roadway (“New R&A Lanes”);

**WHEREAS**, in July 2011, Sound Transit, WSDOT, and the Federal Transit Administration issued the East Link Project Final Environmental Impact Statement (“2011 FEIS”), and Sound Transit and WSDOT issued Addenda to the 2011 FEIS under the State Environmental Policy Act (“SEPA”) in December 2016 (“2016 SEPA Addendum”) and in April 2017 (“2017 SEPA Addendum”), which included detailed analysis of potential environmental impacts and identified potential mitigation measures for the Project on Mercer Island;

**WHEREAS**, Sound Transit and WSDOT closed the Center Roadway and opened two-way HOV lanes on June 3, 2017, to begin construction of that part of the Project that is within Mercer Island;

**WHEREAS**, the Parties have a joint interest in serving Mercer Island, the Eastside and the Puget Sound region with high quality, convenient public transit, and the Project is intended to provide a reliable, high frequency transportation option for Mercer Island residents and regional commuters, and to benefit the Eastside and Mercer Island residents and workers by linking to multiple destinations in the region;

**WHEREAS**, the Parties have a joint interest in ensuring that the Project incorporates design and mitigation measures appropriate to its impacts and represents a high-quality investment for taxpayers, the City, and Sound Transit; and

**WHEREAS**, since February 2017 the Parties engaged in extensive litigation and administrative appeal proceedings against each other and following lengthy negotiations, the City Council approved an outline of settlement terms on May 31, 2017, and the Sound Transit Board authorized the Chief Executive Officer to negotiate a settlement agreement on June 22, 2017, as provided in Motion No. M2017-96;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree to the following terms and conditions:

## **SECTION 1      DEFINITIONS**

In addition to those terms defined above and elsewhere in this Agreement, the following terms shall have the meanings given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the context requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are

renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances, or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances, and regulations now in force or hereinafter enacted or amended.

1.1 Aubrey Davis Park. “Aubrey Davis Park” refers to the City park that runs along and above I-90.

1.2 Mercer Island Station. “Mercer Island Station” means the East Link station being built on Mercer Island as part of the Project.

1.3 Greta Hackett Gallery. “Greta Hackett Gallery” refers to the City’s outdoor sculpture gallery commonly known as the Greta Hackett Outdoor Sculpture Gallery located between Sunset Highway and I-90, including the northwest corner of 80<sup>th</sup> Avenue SE and SE 27<sup>th</sup> Street.

1.4 Last Mile Solutions. “Last Mile Solutions” refers to various measures enabling a person to travel all or part of the way between their home and the Mercer Island Station other than in their own passenger vehicle or a means to enable a passenger vehicle to utilize shared parking in a parking area or facility other than a regular park and ride lot, including, without limitation, ride sharing, carpools, van service, satellite park and ride facilities, shuttles, apps and other technology enhancements.

1.5 Project. “Project” means that part of the East Link work that is described in the 2011 FEIS and the 2016 and 2017 SEPA Addenda that is occurring within the boundaries of the City.

1.6 Third Party. “Third Party” means any person other than a Party or an employee or agent of a Party.

1.7 Work Days. “Work Days” means Monday through Friday, except legal holidays.

## **SECTION 2 COOPERATION AND GOOD FAITH EFFORTS**

2.1 The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. In this regard, the Parties should communicate issues, changes, or problems that arise with any aspect of the performance of terms of this Agreement as early as possible in the process, and should not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues in a manner that ensures adequate time for each Party to work through issues.

2.2 The Parties contemplate that additional agreements, subsequent to execution of this Agreement, may be necessary to fully implement this Agreement. The Parties agree to work cooperatively to negotiate in good faith to develop the final form and contents of such agreements as needed. In the coming years, it is likely that various challenges and opportunities will develop.

Many of those issues and opportunities have already been discussed, but more time is needed to determine how they should be resolved. Accordingly, the Parties desire to acknowledge that these events may occur and commit to address them at the time.

2.3 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to diligently and timely develop the final form and contents of such documents, instruments and permits.

2.4 The Parties may apply for grants to supplement either Party's funds as contemplated by this Agreement. Upon request, each Party will, as appropriate, provide letters of support for, and otherwise cooperate fully in, grant applications made by another Party.

### **SECTION 3 TEMPORARY CONSTRUCTION PARKING**

By January 1, 2018, Sound Transit shall lease from Third Parties parking stalls for transit commuters during the construction period for the South Bellevue park-and-ride garage with a goal of securing one hundred (100) stalls which are either within 1/3<sup>rd</sup> mile of the North Mercer Way bus stop or will be served by local transit or shuttle service. The City acknowledges that Sound Transit will lease parking stalls at rates and on terms consistent with terms and conditions included in parking leases in the cities of Bellevue, Renton and Redmond. Such parking leases shall, to the extent possible, be in effect until the South Bellevue Park and Ride garage is operational. Stalls that cannot be leased for the entire construction period shall be replaced if feasible. The total amount for all expenditures shall not exceed two hundred forty thousand dollars (\$240,000), including any transit/shuttle service. In the event that the total actual cost of the leases in the aggregate is less than \$240,000, the difference shall be added to the Traffic Safety Enhancements fund.

### **SECTION 4 BUS/RAIL INTEGRATION**

4.1 The 2017 SEPA Addendum identifies two configurations for transit integration for when East Link is operational: (i) the 77<sup>th</sup> Avenue SE Configuration; and (ii) the 80<sup>th</sup> Avenue SE Configuration. Pursuant to and as modified by this Agreement, the Parties agree to implement the 77<sup>th</sup> Avenue SE Configuration. To the extent that King County Metro buses are necessary to coordinate service, the Parties agree that the 77<sup>th</sup> 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.

4.2 The Parties have agreed on the following modifications to the 77<sup>th</sup> Avenue SE Configuration as otherwise described in the 2017 SEPA Addendum:

- (a) There will be no bus drop-off/pick-up or layover area on 80<sup>th</sup> Avenue SE. Accordingly, 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.
- (b) Routing of buses will keep circulation of all but local (on-island only) buses off SE 27<sup>th</sup> Street, except in emergency or unexpected situations (e.g., to circumvent a traffic accident), consistent with the Parties' intent to limit the routes of non-local buses to North Mercer Way and 77<sup>th</sup> Ave. SE. Prior to East Link becoming operational, Sound Transit shall complete construction of a traffic roundabout at the intersection of North Mercer Way and 77<sup>th</sup> Avenue SE, using a design

substantially similar to one of the designs depicted in the 2017 SEPA Addendum Exhibit 2-4 attached as **Exhibit A**.

- (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, excluding for these purposes both current and future Mercer Island-only (local) buses. The current bus volumes at the time of execution of this Agreement are as follows: AM Peak 34, PM Peak 34, and Daily 346.

4.3 The Parties have further agreed on the following additional modifications to the 77<sup>th</sup> Avenue SE Configuration; provided that, 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) Other than in an emergency or due to equipment malfunction, 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.

4.4 Sound Transit is solely responsible for all costs required to implement and operate the systems and facilities required for the 77<sup>th</sup> Avenue SE Configuration as generally described in the 2017 SEPA Addendum, including, without limitation, design and engineering, permitting, property acquisition, signage, landscaping, street improvements, lighting, traffic improvements, paving, other construction costs, and any other costs incurred with respect thereto. 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.

## **SECTION 5 TRAFFIC/SAFETY ENHANCEMENTS**

5.1 Sound Transit shall complete all traffic mitigation work identified in the 2011 FEIS (updated in the 2017 Addendum) and the 2017 SEPA Addendum and is solely responsible for all costs incurred to complete such work.

5.2 Upon payment of the regular permit fees imposed by the City and submittal of the normally required documentation incident to obtaining the permits, the City will expedite the issuance of all required permits to enable the work described in Section 14 (Permits) to proceed as provided in that Section. Sound Transit agrees to expedite the work to the extent feasible if doing so would help reduce traffic congestion and/or improve bicycle circulation on Mercer Island.

5.3 In addition to the traffic mitigation work described above, Sound Transit shall provide the City with reimbursable contributions for the actual reasonable costs to fund traffic safety enhancements related to the effects of the Center Roadway closure and HOV-only use of the R-8A HOV lanes, as reasonably determined by the City, in an amount not to exceed five million one hundred thousand dollars (\$5,100,000), except as this amount may be adjusted as provided in the Temporary Construction Parking and Long-term Parking sections of this Agreement. Such

traffic/safety enhancements may include, without limitation, temporary and permanent improvements to intersections, traffic signals, traffic signal coordination, roundabouts, new signage, new or improved crosswalks, road widening or restriping, and traffic calming. If the total traffic/safety enhancements identified by the City cost less than the total contribution authorized herein, the remaining funds, if any, may be applied to Last Mile Solutions or Aubrey Davis Park improvements.

5.4 Sound Transit will assist the City-led effort to mutually study and identify traffic safety enhancements and intersection improvements, subject to the total reimbursement contribution described in this Section. The City shall be responsible for all of the requirements related to design, environmental review, permitting, construction, operation and maintenance of the any and all traffic/safety enhancements developed under this Section of the Agreement.

## **SECTION 6 LONG-TERM PARKING**

6.1 Upon completion of the new, expanded South Bellevue Park-and-Ride, Sound Transit will terminate the short-term commuter lot leases referenced in the Temporary Construction Parking section of this Agreement.

6.2 The City will identify one or more City-led transit-oriented development projects and/or structured parking facilities for long-term regional transit commuter parking. The City or its designee shall be entirely responsible for all development and operational matters associated with such long-term regional transit commuter parking including, without limitation, environmental review, property acquisition/control, construction, design, permitting, entitlements, operation and maintenance. The City will fund at least fifty-one percent (51%) of the actual reasonable construction costs per stall, as described in Section 12, Total Authorized Expenditure. It is anticipated that the City may manage and operate these parking stalls to provide parking for local commuters during certain hours of the day.

6.3 Sound Transit shall provide reimbursable contributions to the City for development of such regional transit commuter parking stalls up to forty-nine percent (49%) of the actual reasonable construction costs per stall, as described in Section 12, Total Authorized Expenditure, for up to a maximum of two hundred (200) parking stalls.

6.4 Without regard to the actual reasonable construction cost per parking stall, if Sound Transit's forty-nine percent (49%) maximum contribution per stall exceeds four million four hundred and ten thousand dollars (\$4,410,000), the excess must be deducted from the total authorized amount allocated to fund the Traffic/Safety Enhancements related to the Center Roadway closure and R-8A HOV restriction. This means that notwithstanding the amount Sound Transit provides to fund long-term parking stalls, the maximum total funding provided for all purposes under this Agreement, including inflation, shall not exceed ten million fifty thousand dollars (\$10,050,000).

6.5 At any time, the City may notify Sound Transit that it will not be seeking any further payments under this Section 6; in the event of such notice, if Sound Transit's forty-nine percent (49%) maximum contribution per parking stall is less than four million four hundred and ten thousand dollars (\$4,410,000), the remaining funds may be used to fund Traffic/Safety

Enhancements related to the effects of the Center Roadway closure and HOV-only use of the R-8A HOV lanes.

#### **SECTION 7      AUBREY DAVIS PARK**

7.1      Sound Transit shall provide a reimbursable contribution not to exceed fifty thousand dollars (\$50,000) to the City, for actual reasonable costs incurred in preparing the Aubrey Davis Park Master Plan (“Park Master Plan”). To the extent that the total amount authorized herein is not expended on preparing the Park Master Plan, the remaining amounts may be provided to the City to implement elements of the Park Master Plan. In addition, Sound Transit will assign appropriate staff to assist the City in preparing the Park Master Plan.

7.2      In the proximity of 77<sup>th</sup> and 80<sup>th</sup> Avenue SE, Sound Transit will provide safe access to the Mercer Island Station, which will include the re-routing of the I-90 bicycle route in the same proximity to avoid conflicts with the Mercer Island Park-and-Ride on North Mercer Way. Sound Transit’s costs incurred pursuant to this subsection shall not count against Sound Transit’s other funding contributions described in this Agreement.

#### **SECTION 8      LAST MILE SOLUTIONS PILOT PROJECT WITH KING COUNTY METRO**

The Parties agree to work collaboratively with King County Metro to develop and launch a pilot project to improve last mile access for City residents that would potentially have regional applicability. Once the Last Mile Solutions pilot project has been designed and planned to the point where it is ready for actual implementation on a pilot basis, Sound Transit shall provide funding in an amount not to exceed two hundred twenty-six thousand nine hundred dollars (\$226,900), except as this amount may be adjusted as provided in the Traffic/Safety Enhancements section of this Agreement.

#### **SECTION 9      EMERGENCY TRAINING FOR I-90 RESPONSE**

In order to enable the City to participate in discussions and planning as to East Link safety measures that may be relevant to East Link operations on Mercer Island, Sound Transit agrees to include City personnel in its existing multi-city/multi-agency Fire Life Safety Committee. In addition, Sound Transit agrees to contract with the City of Seattle to provide training for City police and fire personnel who may be needed to respond to an East Link safety issue. In addition to providing training, Sound Transit will reimburse the City a total not to exceed twenty-three thousand one-hundred dollars (\$23,100) in wage costs actually incurred by the City for its personnel while attending the training.

#### **SECTION 10     ADDITIONAL SOUND TRANSIT STAFFING THROUGH CONSTRUCTION**

Until such time as the East Link Project becomes operational, Sound Transit will assign a member of its community outreach staff to spend on average at least fifteen (15) hours per week at City-provided work space to work with City staff to develop and implement community outreach and communication measures. Sound Transit staff will serve as a single point of contact for Mercer Island residents, businesses and City staff to answer questions and provide information related to

the Project. These efforts are a City-targeted subset of the larger outreach commitments identified in the 2011 FEIS, the 2016 and 2017 SEPA Addenda, the November 17, 2011 East Link Light Rail Transit Project Record of Decision issued by the FHWA, and the November 16, 2011 East Link Record of Decision issued by the Federal Transit Administration, as well as Sound Transit's external engagement strategy, and the East Link construction outreach plan.

## **SECTION 11 APPLICABLE FEDERAL REQUIREMENTS**

11.1 As provided in Sound Transit Board Motion No. M2017-96, Sound Transit's financial obligations to the City pursuant to this Agreement are funded subject to a financial assistance contract between Sound Transit and the United States Department of Transportation ("USDOT") and the Federal Transit Administration ("FTA").

11.2 The City agrees to comply with the federal funding requirements described in the FTA's Master Agreement and Circular C4220.1F by including the applicable requirements described in **Exhibit B**, incorporated by reference herein, into its contracts with third-party contractors and their subcontractors for services or work funded under the following sections of the Agreement: 5.0 Traffic/Safety Enhancements, 6.0 Long-Term Parking, and 7.0 Aubrey Davis Park.

11.3 The Parties will work cooperatively to determine which federal requirements are applicable to which contracts before the City initiates its procurement process for each contract.

11.4 In addition, both Parties recognize that the FTA may request further changes to this Agreement to comply with its funding requirements and agree to consider any such requests in good faith.

## **SECTION 12 TOTAL AUTHORIZED EXPENDITURE**

12.1 Sound Transit's total financial expenditures authorized pursuant to this Agreement shall not exceed ten million fifty thousand dollars (\$10,050,000) and shall expire on December 31, 2025. Any invoices received by Sound Transit from the City after December 31, 2025 shall not be paid.

12.2 The City shall be responsible for ensuring that any necessary environmental review is accomplished and compliance is demonstrated before Sound Transit's payment of any invoice for reimbursable contributions described herein becomes due.

12.3 The following types of expenditures by the City shall be eligible costs for reimbursement from Sound Transit:

(a) The direct salary rate and direct overhead including benefits of City staff calculated in the same manner that the City routinely allocates staff and other overhead costs to City capital projects.

(b) Incidental expenses needed to complete the City tasks described in this Agreement, such as, for example, supplies, meeting expenses, mileage and travel from City offices to Sound Transit meeting locations.

(c) All actual reasonable direct and indirect construction costs such as, for example, property acquisition, architects, engineers, appraisals, permitting, insurance, recording fees, financing, bonding and other construction-related costs commonly referred to as soft costs.

(d) Costs related to implement the Last Mile Solutions.

12.4 The City shall submit invoices and supporting documentation for Sound Transit's reimbursement contribution payments. The invoices must include the appropriate purchase order number, which will be provided by Sound Transit after execution of this Agreement, a cover memo as described in **Exhibit C**, and supporting documentation detailing the work completed and associated costs.

12.5 The City shall submit its invoices with the required documentation via email or mail to [AccountsPayable@SoundTransit.org](mailto:AccountsPayable@SoundTransit.org), or Sound Transit, Accounts Payable, 401 S. Jackson St., Seattle, WA 98104-2826. Invoices are payable thirty (30) days upon Sound Transit's receipt of the invoice and acceptable documentation.

12.6 If Sound Transit determines that an invoice lacks sufficient documentation to support payment, Sound Transit will notify the City of its determination and request that the City provide additional documentation. Sound Transit may withhold payment for contested portions of the invoice until supporting documentation for the contested portions are provided; however, such approval shall not be unreasonably withheld.

12.7 During the period of construction of any City-led projects contemplated in this Agreement and for which Sound Transit provides funding and for a period not less than three (3) years, or that period established by the State Archivist, from the date of final payment to the City, records and accounts pertaining to subjects of this Agreement and accounting are to be kept available for inspection and audit by representatives of Sound Transit, the State of Washington, and the federal government. Copies of the records shall be furnished to Sound Transit upon request and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

### **SECTION 13 SEPA COMPLIANCE**

13.1 Sound Transit and WSDOT are the "co-lead agencies" for purposes of the Project's compliance with the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA") and have issued the following documents in that capacity (collectively, the "Project Environmental Documents"):

- (a) East Link Project Draft Environmental Impact Statement ("DEIS"), dated December 12, 2008;
- (c) East Link Project Supplemental Draft Environmental Impact Statement ("SDEIS"), dated November 12, 2010;
- (d) 2011 FEIS, dated July 2011;

- (e) 2013 SEPA Addendum, dated March 2013;
- (f) 2016 SEPA Addendum, dated December 2016; and
- (g) 2017 SEPA Addendum, dated April 2017.

13.2 The City agrees that the Project has been subject to procedural and substantive SEPA compliance through issuance of the Project Environmental Documents and that no further actions are required by Sound Transit and WSDOT to satisfy their documentation requirements under SEPA. The Parties agree that pursuant to WAC 197-11-600 (adopted by reference in Mercer Island City Code (“MICC”) Section 19.07.120(D) as supplemented by MICC 19.07.120), the Project Environmental Documents will be used by the City, unchanged for its review and decisions on permit applications related to the Project, unless otherwise indicated pursuant to WAC 197-11-600(3) or MICC 19.07.120(H). The City further agrees that it will not exercise any rights it may have under SEPA to conduct its own environmental review as to the Project.

#### **SECTION 14 PERMITS**

14.1 Upon Sound Transit’s payment of all applicable fees and providing all documentation required by applicable law, the City agrees to expeditiously screen and process applications for all City permits required for the Project by Sound Transit and its contractors.

14.2 The City agrees that the Project is permitted by Title 19 of the MICC (the “City Land Use Code”) and that no additional land use permits, or other City discretionary permits of any kind, are required for the Project.

14.3 The Parties agree that this Agreement provides all reasonable and appropriate mitigation for the Project, and the City agrees that there is no basis in fact or law for the City to exercise its regulatory authority to impose additional mitigation on the Project. The City will exercise its regulatory authority only to require compliance with specific regulations that apply to the Project, e.g., the City will require that a building permit complies with the building code and that an electrical permit complies with the electrical code.

14.4 The City agrees to issue a final decision on the building permit for the Mercer Island Station no later than 5-days following satisfactory resolution of the City code review comments. As to all other City permits needed for the Project, upon receipt of any permit application, the City agrees to immediately screen and place the application at the top of the City’s review queue and to notify Sound Transit and its contractors within three business days whether an application is complete. If the City notifies Sound Transit and its contractors that an application is incomplete, the City will include with its notice an explanation of the specific additional information that is needed to make the application complete. The City will similarly respond within three business days of submittal of any requested additional information. Once an application is complete, the City will issue a decision on the permit within ten calendar days.

14.5 The City shall not take any further action to rescind, revoke, condition, amend or suspend the Shoreline Permit issued by the City for the Project. In the event that Sound Transit proposes substantive changes to the design, terms, or conditions of the Project from what is approved in the

Project's Shoreline Permit, the City shall promptly and reasonably process an application for a permit revision in accordance with WAC 173-27-100.

14.6 The City shall not hinder Sound Transit's attempts to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses, or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities required by the Project. Nothing in this Section is intended to prevent the City's participation in the review procedures of such other governmental agencies or authorities to the fullest extent provided by law, including commenting on impacts and mitigation.

14.7 The Parties agree that this Section 14 constitutes a reasonable and informed exercise of the City's regulatory authority.

14.8 If the City has reason to believe that the Project is not in compliance with the terms or conditions of any issued permit, the City will provide written notice to Sound Transit of the reasons for the City's belief, and the Parties will resolve the matter using the Dispute Resolution provisions of Section 17 instead of by means of the City's usual code enforcement procedures, unless an unsafe condition arises during Project construction, in which case the City's building official is authorized to take appropriate action including but not limited to issuance of a stop work order.

## **SECTION 15 DISPOSITION OF LITIGATION**

15.1 Within thirty (30) days after execution of this Agreement or as soon thereafter as is feasible, the City and Sound Transit will take the following actions:

- (a) The City will dismiss King County Superior Court Case No. 17-2-03884-9 with prejudice;
- (b) The City will strike the motions for discretionary review pending before the Washington State Supreme Court that it filed in King County Superior Court Case No. 17-2-05191-8 and Case No. 17-2-05193-4;
- (c) Sound Transit and the City will ask the King County Superior Court to enter agreed orders that continue in effect all orders and rulings granting preliminary injunctive relief and to stay the proceedings in Case No. 17-2-05191-8 and Case No. 17-2-05193-4 until either all required permits for the Project have been issued by the City (estimated June of 2023) or the Parties seek enforcement of the orders granting preliminary injunctions or permanent injunctive relief. The Parties will request that the Court enter a stipulated Final Judgment dismissing both cases after all required permits for the Project to be completed have been issued by the City;
- (d) Sound Transit will voluntarily dismiss the Growth Board Proceedings with prejudice;
- (e) The City will cancel Development Code Interpretation DCI #17-01;
- (f) Sound Transit will withdraw its appeal pending before the City's Planning Commission;

- (g) The City will enact amendments to the 2017 City Ordinances to the extent necessary to make them consistent with the provisions of this Agreement; and
- (h) The City will not commence any further proceedings, new litigation, or new regulatory actions impacting the Project.

15.2 Each Party shall cooperate as necessary and shall bear its own attorneys' fees and costs to complete the actions provided for in this Section 15.

## **SECTION 16 ADDITIONAL COMMITMENTS**

16.1 Sound Transit and the City will coordinate with King County Department of Natural Resources regarding construction work on the Project and the King County (North Mercer Way) Sewer Line Projects on North Mercer Way to minimize Work Day road closures that would cause a material and adverse impact on motorists.

16.2 If the construction of the Project requires work in or impacting any part of the Greta Hackett Outdoor Sculpture Gallery, Sound Transit shall be responsible for the proper and safe removal, storage and reinstallation of any sculptures that need to be moved and shall pay all associated costs.

## **SECTION 17 DISPUTE RESOLUTION**

17.1 The Parties agree that no Party shall take or join any action in any judicial or administrative forum to challenge actions of the other Party associated or arising in connection with this Agreement or the Project, except as set forth in this Agreement.

17.2 Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.

17.3 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

17.4 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

- (a) Level One: The Designated Representatives of the Parties in dispute shall meet to discuss and attempt to resolve the dispute in good faith and in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, any Party to the dispute may refer the dispute to Level Two.
- (b) Level Two: Sound Transit's Executive Director of Design, Engineering and Construction Management or Designee, the City's Development Services Director or Designee, as applicable, shall meet to discuss and attempt to resolve the dispute,

in good faith and in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level Two, any Party to the dispute may refer the dispute to Level Three.

- (c) Level Three: Sound Transit's Chief Executive Officer or Designee, the City Manager or Designee, as applicable, shall meet to discuss and attempt to resolve the dispute in good faith and in a timely manner.

17.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties to the dispute are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation, subject to the governing law, venue, and default Sections of this Agreement. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, no Party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any or no reason.

## **SECTION 18 INSURANCE**

18.1 The City is part of an insurance pool, the Washington Cities Insurance Authority ("WCIA"), and shall maintain, throughout the term of this Agreement and for six (6) years after its termination, appropriate coverage in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, the City shall secure and maintain in effect insurance adequate to protect Sound Transit against claims or lawsuits that may arise as a result of the design, construction, operation, maintenance, repair, removal, occupancy, or use of the facilities to be designed and constructed by the City pursuant to this Agreement, including, without limitation: (i) commercial general liability insurance; (ii) workers' compensation insurance (to the extent required by law); (iii) employer's liability insurance; (iv) auto liability coverage for any auto; (v) environmental liability insurance; and, (vii) during construction, builder's risk.

18.2 The City shall file with Sound Transit's Risk Manager on an annual basis a letter evidencing its WCIA member status, which shall be deemed sufficient coverage by Sound Transit. When commercial insurance is utilized, the City shall provide Sound Transit's Risk Manager with Certificates of Insurance reflecting evidence of the required insurance, naming Sound Transit as an additional insured where appropriate, to evidence continued coverage during the term of this Agreement and for six years after its termination.

18.3 If the City fails to maintain the required insurance, Sound Transit may withhold from the City any payments that may become due hereunder until such time as the required insurance is obtained.

18.4 On City projects impacting the Project, the City shall require any contractors or subcontractors to maintain insurance as required by the City in its standard contracts, and to name Sound Transit as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors

working on City projects impacting the Project to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or the City may itself acquire such insurance or self-insure the work.

18.5 With respect to any liability imposed against the City arising out of the Emergency Training for I-90 Response as provided for in Section 9 of this Agreement, Sound Transit shall indemnify and hold harmless the City against claims for negligent training and/or injuries to persons, including death, or damage to property which may arise from or in connection with such training for the duration of this Agreement and for six (6) years after its termination.

## **SECTION 19 INDEMNIFICATION**

19.1 To the greatest extent allowed by law, the City agrees to defend, release, indemnify and hold harmless Sound Transit its successors and assigns, and its officers, officials, directors, contractors, and employees from and against any and all claims, suits, actions, causes of actions, losses, costs, penalties, response costs, and damages of whatsoever kind or nature arising out of, in connection with, or incident to the acts, actions or omissions of the City, its employees, consultants, designers contractors or construction managers or agents in any way connected or related to the City's performance or failure to perform the work required or allowed to be performed by the City under this Agreement; provided, however, the City's indemnification in this Section expressly excludes the Bus/Rail Integration work (Section 4) and all SEPA-mandated traffic mitigation work (Section 5.1) that Sound Transit is solely required to perform; provided further, however, that should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City, its employees, consultants, designers, contractors, construction managers or agents and Sound Transit, the indemnification applies only to the extent of the negligence of the City, its employees, consultants, designers, contractors, construction managers or agents.

**THE CITY SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE CITY'S OWN EMPLOYEES OR FORMER EMPLOYEES AGAINST SOUND TRANSIT, AND FOR THAT PURPOSE THE CITY SPECIFICALLY WAIVES ALL IMMUNITY AND LIMITATIONS ON LIABILITY UNDER THE WORKERS COMPENSATION ACT, RCW TITLE 51, OR ANY INDUSTRIAL INSURANCE ACT, DISABILITY BENEFIT ACT OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION THAT WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH CLAIM. THIS INDEMNITY OBLIGATION SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR A SUBCONTRACTOR UNDER WORKERS' COMPENSATION, DISABILITY BENEFIT OR OTHER EMPLOYEE BENEFITS LAWS. THE CITY RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. PROVIDED, HOWEVER, THE CITY'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST SOUND TRANSIT, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CITY'S EMPLOYEE DIRECTLY AGAINST THE CITY.**

19.2 The City further agrees to assume the defense of Sound Transit with legal counsel acceptable to Sound Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the performance of this Agreement or the work by or for the City and expressly excluding the work identified in Section 19.1 that Sound Transit is solely required to perform. The City shall pay all defense expenses, including attorneys' fees, expert fees, and costs (collectively "defense costs") incurred directly or indirectly on account of such litigation or claims, and the City shall satisfy any judgment rendered in connection therewith. In the event that any lien is placed upon any of Sound Transit's property as a result of such suits or legal proceedings, the City agrees to immediately cause the same to be dissolved and discharged by giving bond or otherwise. The City may settle any suit, claim, action, loss, cost, penalty, or damages, subject to Sound Transit's approval, which approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of Sound Transit. In the event of litigation between the Parties to enforce the rights under this Section, reasonable attorney fees shall be allowed to the prevailing party.

19.3 The City further agrees that any review, approval or acceptance by Sound Transit and/or others hereunder shall not relieve the City of any of its obligations to defend, indemnify and hold harmless Sound Transit as required in this Section, nor shall such review, approval or acceptance relieve the City of the obligation to ensure the work by the City under this Agreement be performed in accordance with all governing statutes, regulations and codes and to generally accepted professional standards applicable to the types of services and work performed by the City and/or its contractors, agents, etc. or in any way diminish its liability for the performance of such obligations or its obligations to provide the indemnities hereunder.

19.4 The foregoing indemnities and duties to defend shall survive the termination of this Agreement and final payment hereunder, and are in addition to any other rights or remedies that Sound Transit may have by law or under this Agreement. In the event of any claim or demand made Sound Transit, Sound Transit may, in its sole discretion, reserve, retain or apply any monies due to the City under this Agreement for the purpose of resolving such claims; provided, however, that Sound Transit may release such funds if the City provides Sound Transit with adequate assurance of the protection of Sound Transit's interests.

19.5 The City shall comply, and require its contractors, agents, etc. to comply, with all Sound Transit resolutions, motions and federal, state, and local laws, regulations, and ordinances applicable to the work and services to be performed by the City under this Agreement.

19.6 Insurance Coverage, or the lack of same, shall not relieve the City of its responsibility for liability or damages to Sound Transit under this Agreement.

## **SECTION 20     DEFAULT**

20.1 No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from another Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the 30-day period, then commencement of the cure within such

time period and the diligent prosecution to completion of the cure shall be deemed a cure; provided, however, that in no event shall a cure take longer than ninety (90) days to complete without mutual written consent to an extension for a definite period. Any dispute regarding the existence of a default or appropriate cure shall be handled through dispute resolution consistent with Section 17.

20.2 The Parties shall not be liable or deemed in breach or default of this Agreement if and to the extent its performance under the Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Parties and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, or other similar occurrences.

## **SECTION 21 REMEDIES; ENFORCEMENT**

21.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution, governing law, venue, and default Sections of this Agreement, in the event another Party violates any provision of this Agreement:

- (a) Commencing an action at law for monetary damages;
- (b) Commencing an action for equitable or other relief;
- (c) Seeking specific performance of any provision that reasonably lends itself to such remedy; and
- (d) The prevailing Party (or substantially prevailing Party if no one Party prevails entirely) shall be entitled to reasonable attorney fees and costs.

21.2 Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

21.3 A Party shall not be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by another Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

## **SECTION 22 TERM; TERMINATION**

This Agreement shall be effective as of the date the last Party signs and shall remain in effect until terminated by mutual written agreement of the Parties.

## **SECTION 23 COVENANTS AND WARRANTIES**

By execution of this Agreement, each Party covenants and warrants as follows:

- (a) That it has the full right and authority to enter into and perform this Agreement, and that by entering into and performing this Agreement, it is not knowingly in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

- (b) That its execution, delivery, and performance of this Agreement has been duly authorized by all requisite corporate action, that the signatories for it are authorized to sign this Agreement, and that, upon approval by it, the joinder or consent of any other Party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

## **SECTION 24 ASSIGNMENT**

24.1 This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of every other Party. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a Party, (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary, or (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity; provided, however, that no unconsented assignment shall relieve a Party of its obligations and liabilities under this Agreement.

24.2 Any Party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

24.3 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any Third Party not a signatory hereto.

## **SECTION 25 DESIGNATED REPRESENTATIVES**

25.1 To promote effective intergovernmental cooperation and efficiencies, each Party shall designate a representative ("Designated Representative") who shall be responsible for coordinating communications between the Parties and shall act as the point of contact for each Party. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project, consistent with Section 17.

25.2 Communication of issues, changes, or problems that may arise with any aspect of the Project should occur in good faith and as early as possible in the process, and not wait for specific due dates or deadlines. The Designated Representatives shall use reasonable best efforts to provide up-to-date and best available information to the other Party promptly after such information is obtained or developed.

25.3 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other Parties during the term of this Agreement. Each Party's initial Designated Representative is identified in the attached **Exhibit D**.

## **SECTION 26 NOTICE**

26.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the applicable Designated Representative(s).

26.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative as listed in the attached **Exhibit D**.

## **SECTION 27 GENERAL PROVISIONS**

27.1 The Parties shall not unreasonably withhold or delay requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or the Mercer Island City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement; provided, however, that where such actions or documents required must be first approved by vote of the Sound Transit Board or the Mercer Island City Council, such actions are recognized to be legislative actions. The Parties agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

27.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

27.3 If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

27.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

27.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

27.6 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

27.7 This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.

27.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

27.9 This Agreement, including its exhibits, may be amended only by a written instrument executed by all of the Parties hereto.

27.10 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

27.11 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

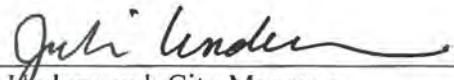
27.12 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

**CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY (SOUND  
TRANSIT)**

**CITY OF MERCER ISLAND**

By:   
Peter M. Rogoff, Chief Executive Officer

By:   
Julie Underwood, City Manager

Date: Nov 2, 2017

Date: October 18, 2017

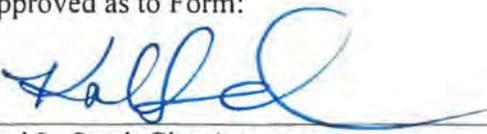
Authorized by Motion No. M2017-96

Authorized by Resolution No. 1533

Approved as to Form:

Approved as to Form:

  
Stephen G. Sheehy, Senior Legal Counsel

  
Kari L. Sand, City Attorney

**Exhibit List**

Exhibit A – 2017 SEPA Addendum Exhibit 2-4

Exhibit B – Federal Requirements

Exhibit C – Sound Transit Invoice Form

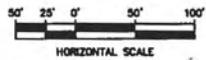
Exhibit D – Designated Representatives

**EXHIBIT A**

**2017 SEPA ADDENDUM EXHIBIT 2-4**



- LEGEND**
- BUS DROP-OFF AREA
  - BUS LAYOVER AREA
  - BUS PICK UP
  - MERCER ISLAND EAST LINK STATION
  - MERCER ISLAND ROUTES
  - TRANSIT CENTER ROUTES
  - EAST LINK FEIS PROPOSED MITIGATION
  - EXISTING SIGNAL CONTROL
  - EXISTING STOP CONTROL



MERCER ISLAND BUS TRANSIT INTEGRATION  
Exhibit 2-4 - 77th Avenue SE Configuration

**Mercer Island Settlement Agreement**

**EXHIBIT B**

**FEDERAL REQUIREMENTS**

**Federally Required and Other Model Contract Clauses**

1. Fly America Requirements
2. Buy America Requirements
3. Cargo Preference Requirements
4. Energy Conservation Requirements
5. Clean Water Requirements
6. Pre-Award and Post-Delivery Audit Requirements
7. Lobbying
8. Access to Records and Reports
9. Federal Changes
10. Clean Air
11. Recycled Products
12. No Government Obligation to Third Parties
13. Program Fraud and False or Fraudulent Statements and Related Acts
14. Termination
15. Government-wide Debarment and Suspension (Nonprocurement)
16. Privacy Act
17. Civil Rights Requirements
18. Breaches and Dispute Resolution
19. Disadvantaged Business Enterprises (DBE)
20. Incorporation of Federal Transit Administration (FTA) Terms
21. Safe Operation of Motor Vehicles
22. Bonding Requirements

## **1. FLY AMERICA REQUIREMENTS [49 U.S.C. § 40118, 41 CFR Part 301-10]**

### **Applicability to Contracts**

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the Federal Trade Administration (“FTA”) will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier’s designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal Department of Transportation (“FDOT”) has determined meets the requirements of the Fly America Act.

### **Flow Down Requirements**

The Fly America requirements flow down from FTA recipients and subrecipients to first-tier contractors, who are responsible for ensuring that lower-tier contractors and subcontractors are in compliance.

### **Model Clause/Language**

The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

### **Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **2. BUY AMERICA REQUIREMENTS [49 U.S.C. 5323(j), 49 CFR Part 661]**

### **Applicability to Contracts**

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock valued at more than one hundred thousand dollars (\$100,000).

**Flow Down**

The Buy America requirements flow down from FTA recipients and subrecipients to first-tier contractors, who are responsible for ensuring that lower-tier contractors and subcontractors are in compliance. The one hundred thousand dollars (\$100,000) threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

**Mandatory Clause/Language**

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

**Buy America** - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for fifteen (15) passenger vans and fifteen (15) passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a sixty percent (60%) percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C.

5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**3. CARGO PREFERENCE REQUIREMENTS [46 U.S.C. 1241, 46 CFR Part 381]**

### **Applicability to Contracts**

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

### **Flow Down**

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

### **Model Clause/Language**

The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

**Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees: a) to use privately owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) and c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **4. ENERGY CONSERVATION REQUIREMENTS [42 U.S.C. 6321 *et seq.*, 49 CFR Part 18]**

### **Applicability to Contracts**

The Energy Conservation requirements are applicable to all contracts.

### **Flow Down**

The Energy Conservation requirements extend to all third-party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

### **Model Clause/Language**

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

**Energy Conservation** - The contractor agrees to comply with mandatory standards and policies

relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **5. CLEAN WATER REQUIREMENTS [33 U.S.C. 1251]**

### **Applicability to Contracts**

The Clean Water requirements apply to each contract and subcontract which exceeds one hundred thousand dollars (\$100,000).

### **Flow Down**

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

### **Model Clause/Language**

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000) financed in whole or in part with Federal assistance provided by FTA.

## **6. PRE-AWARD AND POST-DELIVERY AUDITS REQUIREMENTS [49 U.S.C. 5323 49 CFR Part 663]**

### **Applicability to Contracts**

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

### **Flow Down**

These requirements should not flow down, except to the Turnkey contractor as stated in Master Agreement.

### **Model Clause/Language**

Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third-party contracts but does contain requirements applicable to subrecipients and third-party contractors.

- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.

-- Specific language for the Buy America certification is mandated by FTA regulation, "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. A 5323(j).

**Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS, or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**7. LOBBYING [31 U.S.C. 1352, 49 CFR Part 19, 20]**

**Applicability to Contracts**

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

**Flow Down**

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

**Mandatory Clause/Language**

Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]:

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995:

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding one hundred thousand dollars (\$100,000).)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**8. ACCESS TO RECORDS AND REPORTS [49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17]**

**Applicability to Contracts**

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

**Flow Down**

FTA does not require the inclusion of these requirements in subcontracts.

**Model Clause/Language**

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits,

examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at one hundred thousand dollars (\$100,000).

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<b>I State Grantees</b>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>3</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>II Non State Grantees</b>						
a. Contracts below SAT (\$100,000)	Yes <sup>1</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>1</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a)

<sup>2</sup> 49 CFR 633.17

<sup>3</sup> 18 CFR 18.36 (i)

**9. FEDERAL CHANGES [49 CFR Part 18]**

**Applicability to Contracts**

The Federal Changes requirement applies to all contracts.

**Flow Down**

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Model Clause/Language**

No specific language is mandated. The following language has been developed by FTA.

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation, those listed directly or by

reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**10. CLEAN AIR [42 U.S.C. 7401 *et seq.*, 40 CFR 15.61, 49 CFR Part 18]**

**Applicability to Contracts**

The Clean Air requirements apply to all contracts exceeding one hundred thousand dollars (\$100,000), including indefinite quantities where the amount is expected to exceed one hundred thousand dollars (\$100,000) in any year.

**Flow Down**

The Clean Air requirements flow down to all subcontracts which exceed one hundred thousand dollars (\$100,000).

**Model Clauses/Language**

No specific language is required. FTA has proposed the following language.

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000) financed in whole or in part with Federal assistance provided by FTA.

**11. RECYCLED PRODUCTS [42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873]**

**Applicability to Contracts**

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures ten thousand dollars (\$10,000) or more of one of these items during the fiscal year, or has procured ten thousand dollars (\$10,000) or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases ten thousand dollars (\$10,000) or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was ten thousand dollars (\$10,000).

**Flow Down**

These requirements flow down to all to all contractor and subcontractor tiers.

**Model Clause/Language**

No specific clause is mandated, but FTA has developed the following language.

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

**Applicability to Contracts**

Applicable to all contracts.

**Flow Down**

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

**Model Clause/Language**

While no specific language is required, FTA has developed the following language.

**No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS [31 U.S.C. 3801 *et seq.*, 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307]**

**Applicability to Contracts**

These requirements are applicable to all contracts.

**Flow Down**

These requirements flow down to contractors and subcontractors who make, present, or submit

covered claims and statements.

**Model Clause/Language**

These requirements have no specified language, so FTA proffers the following language.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**14. TERMINATION [49 U.S.C. Part 18, FTA Circular 4220.1E]**

**Applicability to Contracts**

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of ten thousand dollars (\$10,000) shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is one hundred thousand dollars (\$100,000).) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**Flow Down**

The termination requirements flow down to all contracts in excess of ten thousand dollars (\$10,000), with the exception of contracts with nonprofit organizations and institutions of higher

learning.

**Model Clause/Language**

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or

of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**g. Termination for Default (Transportation Services)** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

**h. Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the

Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if the following conditions exist:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within ten (10) days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

**i. Termination for Convenience or Default (Architect and Engineering)** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected, unless the notice directs otherwise, and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination

had been issued for the convenience of the Recipient.

**j. Termination for Convenience of Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed twenty-five thousand dollars (\$25,000) as well as any contract or subcontract, at any level, for federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from one hundred thousand dollars (\$100,000) to twenty-five thousand dollars (\$25,000). These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors, at any level, that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) checking the Excluded

Parties List System, (b) collecting a certification from that person, or (c) adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

#### **Clause Language**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

#### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **16. PRIVACY ACT [5 U.S.C. 552]**

#### **Applicability to Contracts**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

#### **Flow Down**

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

**Model Clause/Language**

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

**Contracts Involving Federal Privacy Act Requirements** The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**17. CIVIL RIGHTS REQUIREMENTS [29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 *et seq.***

**Applicability to Contracts**

The Civil Rights Requirements apply to all contracts.

**Flow Down**

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Model Clause/Language**

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against

any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **18. BREACHES AND DISPUTE RESOLUTION [49 CFR Part 18, FTA Circular 4220.1E]**

### **Applicability to Contracts**

All contracts in excess of one hundred thousand dollars (\$100,000) shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where

contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages, or other appropriate measures.

**Flow Down**

The Breaches and Dispute Resolutions requirements flow down to all tiers.

**Model Clauses/Language**

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**19. DISADVANTAGED BUSINESS ENTERPRISES (“DBE”) [49 CFR Part 26]**

### **Background and Applicability**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise ("DBE") program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

### **Clause Language**

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

### **Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is \_\_%. A separate contract goal [of \_\_% DBE participation has] [has not] been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. {If a separate contract goal has been established, use the following} Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

**[Bidders][Offerors]** must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (*see* 49 CFR 26.53(3)).

*[If no separate contract goal has been established, use the following]* The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]**

e. The contractor must promptly notify {insert agency name}, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

## **20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION ("FTA") TERMS [FTA Circular 4220.1E]**

### **Applicability to Contracts**

The incorporation of FTA terms applies to all contracts.

### **Flow Down**

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The incorporation of FTA terms has unlimited flow down.

**Model Clause/Language**

FTA has developed the following incorporation of terms language:

**Incorporation of Federal Transit Administration Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

**21. SAFE OPERATION OF MOTOR VEHICLES [23 U.S.C. part 402, Executive Order No. 13043, Executive Order No. 13513, U.S. DOT Order No. 3902.10]**

**Applicability to Contracts**

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.

**Flow Down Requirements**

The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.

**Model Clause/Language**

There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

**Safe Operation of Motor Vehicles**

**Seat Belt Use**

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel who operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

### Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **22. BONDING REQUIREMENTS [2 C.F.R. § 200.325, 31 C.F.R. part 223]**

### Applicability to Contracts

a. Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the recipient if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

b. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

c. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### Flow Down

These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier that exceed the simplified acquisition threshold.

### Model Clauses/Language

There is no required language for bonding requirements.

**EXHIBIT C**

**SOUND TRANSIT INVOICE FORM**

Invoice No. \_\_\_\_\_ Dated: \_\_\_\_\_

TO: Sound Transit  
Accounts Payable  
401 S Jackson Street  
Seattle, WA 98104

accountspayable@soundtransit.org

Attention: Accounts Payable and [Sound Transit's Designated Representative]

Re: \_\_\_\_\_

The City's authorized representative certifies that the amount of \$ \_\_\_\_\_ is due and payable to the City in accordance with the provisions of the Agreement, as supported by the attached invoice and supporting documentation.

*[Identify the phase(s), and the amounts by phase, for which the amount due applies]*

The City makes the following representations and warranties to Sound Transit in connection with the Invoice:

- All work performed to date has been, unless otherwise specifically stated by the City, performed in accordance with the terms and conditions of this Agreement.
- The amount specified above has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous invoice (unless disputed or rejected for payment) and is not the subject of any pending invoice from the City.

Any liability of Sound Transit arising from these representations and warranties are governed by the terms and conditions of the Agreement.

**City of Mercer Island**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*[Name, Position]*

**EXHIBIT D**

**DESIGNATED REPRESENTATIVES**

**SOUND TRANSIT:**

Eric Beckman  
Deputy Executive Director  
401 South Jackson  
Seattle, WA 98104  
(206) 398-5251  
Eric.Beckman@soundtransit.org

**CITY OF MERCER ISLAND:**

Julie T. Underwood  
City Manager (or designee)  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040  
(206) 275-7665  
Julie.Underwood@mergergov.org

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# MERCER ISLAND TRANSIT INTERCHANGE Operational and Configuration Study

Submitted by:

March 2019



DAVID EVANS  
AND ASSOCIATES INC.





# MERCER ISLAND TRANSIT INTERCHANGE

## Operational and Configuration Study

PREPARED FOR:  
SOUND TRANSIT

PREPARED BY:  
DAVID EVANS AND ASSOCIATES, INC.

MARCH 2019

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# ACRONYMS

FEIS	Final Environmental Impact Statement
HOV	High occupancy vehicle
I-90	Interstate 90
KCM	King County Metro
P&R	Park and Ride
SEPA	State Environmental Policy Act
WSDOT	Washington State Department of Transportation

# INTRODUCTION/PROJECT OVERVIEW

## Overview of Tasks

David Evans and Associates, Inc. has been contracted by Sound Transit to provide an Operations and Configuration Study for transportation improvements on Mercer Island. This study is intended to provide the necessary analysis to identify a preferred alternative that addresses needs and goals of Sound Transit, the City of Mercer Island, and King County Metro (KCM or Metro). Below is a summary of the pertinent project information and team.

Name of Project:	Mercer Island Transit Interchange: Operational and Configuration Study
Project Sponsor:	Sound Transit
Analysis Consultant:	David Evans and Associates, Inc. 14432 SE Eastgate Way, Suite 400 Bellevue, WA 98007

## Project Location

The City of Mercer Island is located on an island, sharing the same name, between the urban western Washington cities of Seattle (to the west) and Bellevue (to the east). Mercer Island is bounded by Lake Washington and bisected at the northern end of the island by Interstate 90 (I-90). Although the island is primarily residential, there are many amenities including local and regional trails, commercial and retail areas, local and regional parks and beaches, and transit facilities. The areas adjacent to the I-90 corridor boast commercial and central business districts, parks, freeway lids, the Mercer Island Park and Ride (P&R), and future Mercer Island Link Light Rail station/system in between the eastbound and westbound I-90 travel lanes.

This analysis focuses on transit interchange integration within this I-90 corridor, and the adjacent amenities, Central Business District, and the Mercer Island Park and Ride (P&R). This project's scope focuses on the local roadways adjacent to I-90 including North Mercer Way, 77<sup>th</sup> Avenue SE, and 80<sup>th</sup> Avenue SE. A vicinity map of the project area is shown in **Figure 1**.

## Background/Purpose Statement

As part of the Settlement Agreement between the City of Mercer Island and Sound Transit for the East Link Project, both parties agreed to work jointly in implementing a modified 77<sup>th</sup> Avenue SE Configuration of the proposed bus/rail transit integration facility identified in the *2017 State Environmental Policy Act (SEPA) Addendum* to the *East Link Extension Final Environmental Impact Statement (FEIS)*. While the City of Mercer Island and Sound Transit are the sole signatories, the agreement states that the 77<sup>th</sup> Avenue SE Configuration cannot be implemented without Metro's concurrence.

KCM has raised concerns regarding the 77<sup>th</sup> Avenue SE Configuration modifications that would create significant tradeoffs and **negatively impact current and future Mercer Island residents and businesses**. The negative impacts include:

- Transfer times between bus and rail would be longer and more unpredictable because KCM would not be able to schedule buses to meet the trains.

- Reduction in connectivity for Mercer Island residents and employees to Link and inter-jurisdiction connections between Mercer Island, Eastgate/Factoria, Issaquah, Issaquah Highlands, Southeast Redmond, Sammamish, and North Bend. Public outreach to these communities would be required.
- Less ability to connect between bus and rail along the East Link line will result in more customers from the greater Eastside and I-90 corridor driving to Mercer Island to park, rather than taking bus service from their origin.
- Displaced layover and higher operational cost will require revising the METRO CONNECTS network, potentially calling into question assumptions for service on Mercer Island and the broader Eastside.

All three agencies—in consultation with the Washington State Department of Transportation (WSDOT)—have collaborated in an effort to study and identify bus/rail integration opportunities on Mercer Island. This study will identify the best approach for implementing a successful bus/rail transit interchange that will greatly support the City’s commitment to sustainability and livability by reducing Greenhouse Gas (GHG) emissions in the City and region (Goal 3 of the 2018-2019 Mercer Island City Council Goals).



Figure 1: Vicinity Map

## Project Goals and Objectives

Sound Transit, the City of Mercer Island, and KCM have agreed that potential configurations are to be evaluated on how each satisfies the following set of goals and objectives with the purpose of creating a multi-modal transit interchange that:

- Creates a seamless transfer experience for the customer that is intuitive, safe, barrier-free, weather-protected, and efficient;
- Minimize transfer walk distance and number of street crossings for bus/rail transfers;
- Ready for operation when the East Link light rail service begins in 2023;
- A cost-effective design that represents a transparent and appropriate use of public funds;
- Maximizes benefits to Mercer Island residents and local employers;
- Minimizes potential overall property impacts and local community access impacts and maintains through-vehicular traffic on the 80<sup>th</sup> Avenue SE bridge crossing;
- Provides excellent multi-modal access for customers while minimizing general pedestrian, bicycle, and vehicle mobility impacts near bus drop-off locations; and
- Limits diesel idling and limits regional bus circulation through the town center.

These goals and objectives were used to evaluate various potential refinements to the 77<sup>th</sup> Avenue SE Configuration, as discussed below.

# EXISTING CONDITIONS

The existing conditions present the current transit routing, service, infrastructure, facilities, and the connecting roadway network. These sections shall be used as a baseline for what services occur prior to any improvements, including East Link light rail service.

## Transit Service Area/Existing Transit Service

### Routes Currently Serving Mercer Island

Mercer Island is served by two separate transit authorities, Sound Transit and KCM. Each authority has a number of routes with a pair of stops along North Mercer Way adjacent to the future light rail station, with access points on both the north and south side of the street.

Sound Transit currently offers the following transit routes and services:

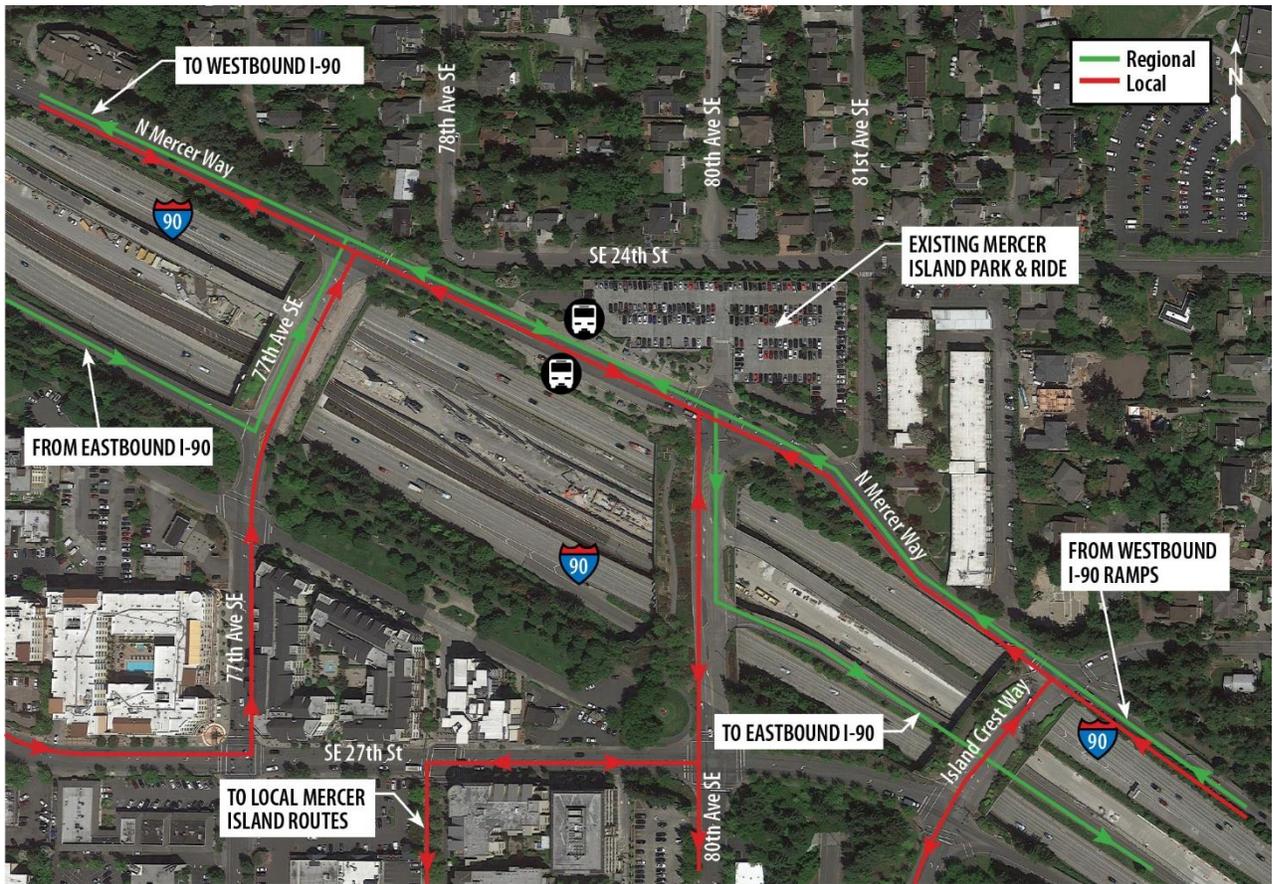
- Route 550 – Bellevue to Seattle [stops on both the north side and south side of North Mercer Way]
- Route 554 – Issaquah to Seattle [stops on both the north side and south side of North Mercer Way]

KCM currently offers the following transit routes and services:

- Route 201 – South Mercer Island to Mercer Island P&R [stops on both the north side and south side of North Mercer Way]
  - KCM has identified that this route will be deleted in March of 2019
- Route 204 – South Mercer Island to Mercer Island P&R [stops on both the north side and south side of North Mercer Way]
  - KCM has identified that starting in March 2019, Route 204 is being converted to the KCM Dial-A-Ride Transit (DART) service and is gaining Saturday services, which the existing route does not include.
- Route 216 – Bear Creek P&R to Issaquah to Downtown Seattle [stops on both the north side and south side of North Mercer Way]
- Route 630 (Community Shuttle) – Mercer Island to Downtown Seattle [stops on both the north side and south side of North Mercer Way]. Route 630 also offers variable routing service on a portion of Mercer Island on Monday through Friday, 6:00 AM – 8:15 AM and 4:45 PM to 7:15 PM.
- Route 892 – Mercer Island to Mercer Island High School [stops on the south side of North Mercer Way]
- Route 981 – Lakeside (Haller Lake) to Mercer Island P&R [stops on the north side of North Mercer Way]. This route only operates when Lakeside School is in session.
- Route 989 – Factoria to Lakeside (Haller Lake) to Evergreen School [stops on both the north side and south side of North Mercer Way]

Refer to **Appendix A** for route information for each of the routes currently served by Sound Transit and KCM.

**Figure 2** is a representation of existing bus routing in the immediate vicinity of the future light rail station.



**Figure 2: Existing Transit Routing**

### Frequency of Service and Scheduling

Frequency of service and timing is dependent on each of the routes servicing the Mercer Island P&R and the associated stops along North Mercer Way. Basic scheduling and stops for each of the existing services, based on arrival/departure times, but not including any special scheduling or missed/adjusted routes and stops, are illustrated in **Table 1**. All counts and times are based on the arrival/departure at the respective Mercer Island P&R stop.

**Table 1: Existing Transit Service Serving Mercer Island P&R**

Route No.	Direction	First Departure	Last Departure	Weekday AM Peak/ Total AM Trips*	Weekday PM Peak/ Total PM Trips*	Total Route Daily Trips
ST Route 550	EB	5:16 AM	12:14 AM	5/29	12/62	179
	WB	5:12 AM	12:33 AM	12/44	6/44	
ST Route 554	EB	5:40 AM	12:21 AM	3/15	5/28	87
	WB	4:43 AM	11:17 PM	4/23	3/21	
KCM Route 201	NB	7:20 AM	7:59 AM	2/2	-	3
	SB	6:26 PM	6:26 PM	-	1/1	
KCM Route 204	EB	6:23 AM	7:03 PM	2/8	2/9	35
	WB	6:08 AM	6:43 PM	2/9	2/9	

Route No.	Direction	First Departure	Last Departure	Weekday AM Peak/ Total AM Trips*	Weekday PM Peak/ Total PM Trips*	Total Route Daily Trips
KCM Route 216	WB	6:28 AM	9:07 AM	2/6	-	14
	EB	3:38 PM	6:35 PM	-	3/8	
KCM Route 630 (Community Shuttle)	WB	6:18 AM	8:22 AM	2/5	-	10
	EB	4:40 PM	7:10 PM	-	2/5	
KCM Route 892	SB	7:27 AM	7:27 AM	1/1	-	2
	NB	3:36 PM	3:36 PM	-	1/1	
KCM Route 981	SB	7:22 PM	7:22 PM	-	1/1	1
KCM Route 989	NB	7:07 AM	7:07 AM	1/1	-	2
	SB	4:18 PM	4:18 PM	-	1/1	
<b>Totals</b>				<b>36/143</b>	<b>39/190</b>	<b>333</b>

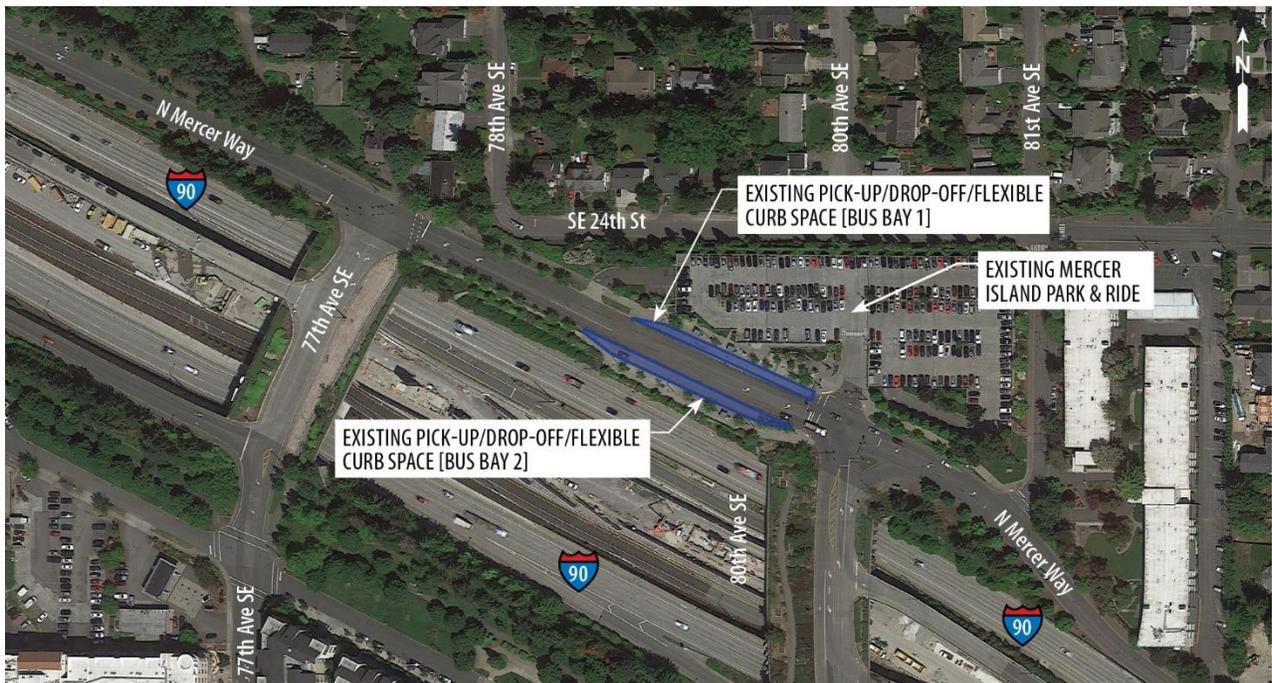
\* Total AM and PM Trips represent the number of trips during the peak (1) hour during each peak period.

Currently, ST Express Bus Routes (550 and 554) comprise approximately half of bus service on Mercer Island during the AM and PM peak periods. Per **Table 1** above, ST Routes account for 18 AM and 17 PM peak hour bus trips, approximately 50 and 44 percent of total peak hour bus trips in each AM and PM peak hour, respectively. By comparison, the seven (7) KCM Bus Routes account for 18 and 22 bus trips in the AM and PM peak hours, respectively. In the AM peak, westbound (to Seattle) trips outnumber eastbound (to other Eastside communities) approximately 2 to 1; during the PM peak, the reverse is true. During the AM peak, the bus stops on the north side of North Mercer Way are busiest, with buses exiting on the westbound I-90 HOV off-ramp at 80<sup>th</sup> Avenue SE and traveling west on North Mercer Way before returning to westbound I-90 at 76<sup>th</sup> Avenue SE. Based on the current schedule, approximately one bus (ST or KCM) arrives to North Mercer Way every 2 minutes during both the AM and PM, and although it is not uncommon for two buses to arrive at the same time, it is rare for more than 3 buses to be operating at bus stops on both sides of North Mercer Way simultaneously.

Starting in March 2019, Route 201 is being deleted, and Route 204 is being converted to Dial-A-Ride Transit (DART) and gaining Saturday service. DART is a fixed-route transit service that typically operates in suburban communities via smaller transit vehicles. In addition to operating on a fixed route according to a regular schedule, DART offers the flexibility to make minor route variations to pick-up and drop-off passengers within a defined service area during non-peak hours. As a result of this change, Mercer Island can expect to see fewer 40-foot coaches and more of the smaller shuttles, similar to the existing Route 630 vehicles.

## Existing Transit Infrastructure

Existing transit infrastructure accommodates current local and regional transit services, primarily to serve Mercer Island commuters who park at the Mercer Island Park & Ride (P&R) at North Mercer Way and 80<sup>th</sup> Avenue SE and board ST and KCM buses at bus stops on both sides of North Mercer Way. **Figure 3** below shows the existing Mercer Island P&R and pick-up/drop-off facilities, along with the local roadway network.



**Figure 3: Existing Transit Facilities**

### Park and Ride and Pick-Up/Drop-Off Areas

Sound Transit owns and operates the Mercer Island P&R located at 8000 North Mercer Way on the north side of North Mercer Way at 80<sup>th</sup> Avenue SE, conveniently located between I-90 access points at 76<sup>th</sup> Avenue SE (westbound) and Island Crest Way (eastbound) and a short distance from the Mercer Island Town Center. The facility is a two-level parking garage structure with 447 parking stalls, 16 bicycle lockers, plus surface racks. The Mercer Island P&R is lighted and has emergency phone stations.

The site is accessed by two separate driveways along North Mercer Way—the main entrance at the intersection of North Mercer Way and 80<sup>th</sup> Avenue SE, and the secondary entrance is about 360 feet northwest. The main entrance provides a direct connection to the upper level of parking structure while the secondary access goes to the lower level.

Along North Mercer Way (both the north side and south side; west of the main entrance intersection) are the transit center’s roadside bus bays along with concrete sidewalks, curb access to transit, shelters, illumination, trash receptacles, wayfinding and transit route signage, and a signalized pedestrian crossing at 80<sup>th</sup> Avenue SE. There is roughly 225 feet of bus bay pick-up and drop-off space on both sides of North Mercer Way. There are no separate layover areas in the existing condition, as bus layover operations occur within the existing pick-up and drop-off areas.

### Adjacent Street Network

North Mercer Way is a three-lane Urban Major Collector with curb, gutter, sidewalk, planter areas, and I-90 trail amenities. The speed limit in the project vicinity varies from 25 to 30 miles per hour. There are traffic signals along North Mercer Way, in particular at 77<sup>th</sup> Avenue SE, 80<sup>th</sup> Avenue SE and Island Crest Way. Outside of the areas adjacent to the Mercer Island P&R, only intermittent street lighting is provided.

# ANALYSIS OF THE MODIFIED 77<sup>TH</sup> AVENUE SE CONFIGURATION

Per the November 2017 Settlement Agreement, both Sound Transit and the City of Mercer Island agreed to collaborate on bus-rail integration design that would improve transit integration between the existing Mercer Island P&R and the future East Link light rail station—to be located at grade within the I-90 freeway elevation between the 77<sup>th</sup> Avenue SE and 80<sup>th</sup> Avenue SE overpasses—and will include a new roundabout at the intersection of 77<sup>th</sup> Avenue SE and North Mercer Way (see **Appendix B**). This future transit interchange will become important for future commuters, Mercer Island residents, and Mercer Island employers, as it will become a key transfer point for Metro buses to/from Eastside communities not immediately served by East Link (East Link will serve both Bellevue and Redmond). It is anticipated that ST Express Bus routes currently serving Mercer Island will either be eliminated (ST Route 550) or terminate/truncate at South Bellevue (ST Route 554). This is a critical connection for the following reasons:

- Current and future Mercer Island residents, employees, and businesses will rely on connections that will not be served by East Link.
- Mercer Island is already a key destination with 150 to 175 daily trips originating or ending at Mercer Island to/from areas that will not be served by East Link.
- Mercer Island is the fastest, most logical, intuitive, and attractive location to connect to Link for transit customers traveling along the I-90 corridor to/from points east of Mercer Island.
- Terminating routes at Mercer Island East Link light rail station is the most efficient use of Metro resources (buses and operational hours) and offers the best opportunity to allow expansions of local connections.

The remainder of this report identifies key modifications to the 77<sup>th</sup> Avenue SE Configuration that limit KCM's ability to provide the best level of service for current and future Mercer Island residents, employees, and businesses. The report will analyze outcomes of three alternatives using the Project Goals and Objectives as a guide. The estimated service levels indicated under each of the following scenarios are based on the modified 77<sup>th</sup> Avenue SE Configuration and initial assumptions that may vary based on further planning and design refinements. Each option's estimated future service levels are below KCM's preferred service levels and below existing service levels. **Figure 4** shows the anticipated routing of transit services once East Link light rail service becomes operational in 2023.

**Most importantly, each of the configurations discussed below serve to implement the Settlement Agreement and will not result in a need to change or amend this agreement.**



**Figure 4: Anticipated Future Bus Routing on Mercer Island**

## Documentation Review

### Previous Analytical Studies

The following analytical and reference documents/studies relating to transit connections on Mercer Island were reviewed prior to conducting this study:

- *East Link FEIS*, July 2011
- *East Link Extension – 2017 SEPA Addendum*, April 2017
- *Sound Transit East Link: Bus/LRT System Integration Study*, July 2014
- *Summary of Metro’s Needs at Mercer Island Transit Hub Memorandum*, June 2018
  - As part of the memo, review of the *Mercer Island Transit Center – 77th Ave Transit Facility Review*, May 2017
- Estimated inbound/outbound data provided by KCM, September 2018
- *City of Mercer Island Pedestrian and Bicycle Facilities Plan*, June 2010

It should be noted that the scope of several of the documents reviewed above are systemic in nature, where Mercer Island was discussed in a more regional context. It should also be noted that many of these previous

analytical studies covered a number of local transit interchange options, including baseline configurations at 77<sup>th</sup> Avenue SE and 80<sup>th</sup> Avenue SE (included in the *East Link FEIS*).

## Environmental Review and Compliance

As noted above, both the *East Link FEIS* and the *SEPA Addendum* analyzed the potential environmental impacts of a number of local transit interchange options, including configurations focusing bus traffic along North Mercer Way to 77<sup>th</sup> Avenue SE or along 80<sup>th</sup> Avenue SE. Potential environmental impacts as a result of any of the options evaluated in this study were previously discussed and accounted for in previous environmental analyses and no additional environmental review is required.

## Refinements to the Modified 77<sup>th</sup> Avenue SE Configuration

### Limited Service Configuration

In addition to the FEIS Configuration, two configurations from the *2017 SEPA Addendum* were considered for transit integration when East Link service is in operation:

- 77<sup>th</sup> Avenue SE Configuration, and
- 80<sup>th</sup> Avenue SE Configuration.

As part of the Settlement Agreement, the Parties (Sound Transit and Mercer Island) agreed to implement the 77<sup>th</sup> Avenue SE Configuration, where buses would be routed in a counterclockwise direction along North Mercer Way and turn around at a new roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE. The roundabout would allow for buses to make a full U-turn along North Mercer Way and eliminate any need for regional (I-90) buses to travel through the Town Center. It is anticipated that buses would connect through the transit interchange by departing I-90 from the westbound 80<sup>th</sup> Avenue SE high-occupancy vehicle (HOV) off-ramp and reconnecting on the eastbound 80<sup>th</sup> Avenue SE HOV on-ramp (as shown on **Figure 4**).

The Settlement Agreement included several modifications to the 77<sup>th</sup> Avenue SE Configuration, as originally depicted in the *2017 SEPA Addendum*, but allowed that “the Parties agree that the 77<sup>th</sup> Avenue SE Configuration cannot be implemented without King County Metro’s agreement” and “[t]he Parties will work collaboratively with King County Metro to obtain its concurrence where necessary and document such concurrence as appropriate.”

Metro has identified a number of operational modifications to the 77<sup>th</sup> Avenue SE Configuration that would result in negative impacts for current and future Mercer Island residents, employees, and businesses and the regional transit network, specifically:

*Section 4.3(b) – Bus layover times are limited to no more than 15 minutes, and then only during the afternoon peak period (3:30 PM to 7:00 PM).*

The opening of East Link service will necessitate a significant restructure of Metro’s bus service, including the ability for buses to layover and sync with Link service on Mercer Island. Mercer Island will become an important location for customers, including many Mercer Island residents and employees, to transfer between rail and bus service and connect to/from communities not served by East Link.

Layover limits have the most severe impact and could prohibit any level of service on Mercer Island, including local Mercer Island service. KCM cannot legally limit bus layover durations that conflict with labor contract requirements mandating operator rest periods. However, typical layover times are approximately 15 minutes,

so the majority of layovers would meet the intent of this layover limit. It is in KCM's interest to minimize the length of layover to the extent feasible in order to maximize its resources and provide the best level of service possible for the communities it serves.

Additionally, Metro would not be able to provide peak service to Mercer Island, or all-day on-island service, if layovers are limited to the afternoon peak period. Limiting bus layover times to fifteen (15) minutes, and only during the afternoon peak period, would eliminate the opportunity to provide coordinated bus-rail transfers on Mercer Island, including services for the on-island Mercer Island routes. In addition, KCM does not idle its buses during layover. KCM is also aggressively pursuing a zero-emissions fleet that should further mitigate any future concern regarding emissions during bus layovers.

*Sections 4.2(a)/4.3(a) – All bus drop-off/pick-up, and layover areas – other than for local Mercer Island buses, as indicated in 4.2(1) – will be located on the south side of North Mercer Way.*

These sections would significantly limit the capacity of future off-island service for Mercer Island residents, employees, and businesses connecting to/from East Link and other destinations on Mercer Island likely resulting in more single-occupant vehicle trips and greater traffic levels on Mercer Island. Moreover, less ability to connect between bus and rail along East Link will result in more customers from the greater Eastside and I-90 corridor driving to Mercer Island to park. This would also increase travel time for inbound customers as buses would route through the planned 77<sup>th</sup> Avenue SE roundabout before arriving at the pick-up/drop-off location.

*Sections 4.2(a)/4.3(a)* effectively limit bus operations to approximately 450 feet along the south side of North Mercer Way. While exact utilization of this space has not been determined, it would allow for a maximum of three layover bays along the south side of North Mercer Way and a single active bay that could accommodate up to two buses at once. For purposes of this analysis, KCM has assumed an average layover of 15 minutes for each bus. Under this assumption, this layout allows for a maximum of only 12 buses per hour serving the Link station, as shown in **Table 2** below. This level of service is much less than half of existing service levels and less than half of Metro's proposed 2025 service levels as outlined in METRO CONNECTS, equating to one bus every five minutes and a maximum of three buses laying over at any given time.

This configuration—which complies with all other conditions in the Settlement Agreement—is identified as the **Limited Service Configuration** and illustrated in **Figure 5**.

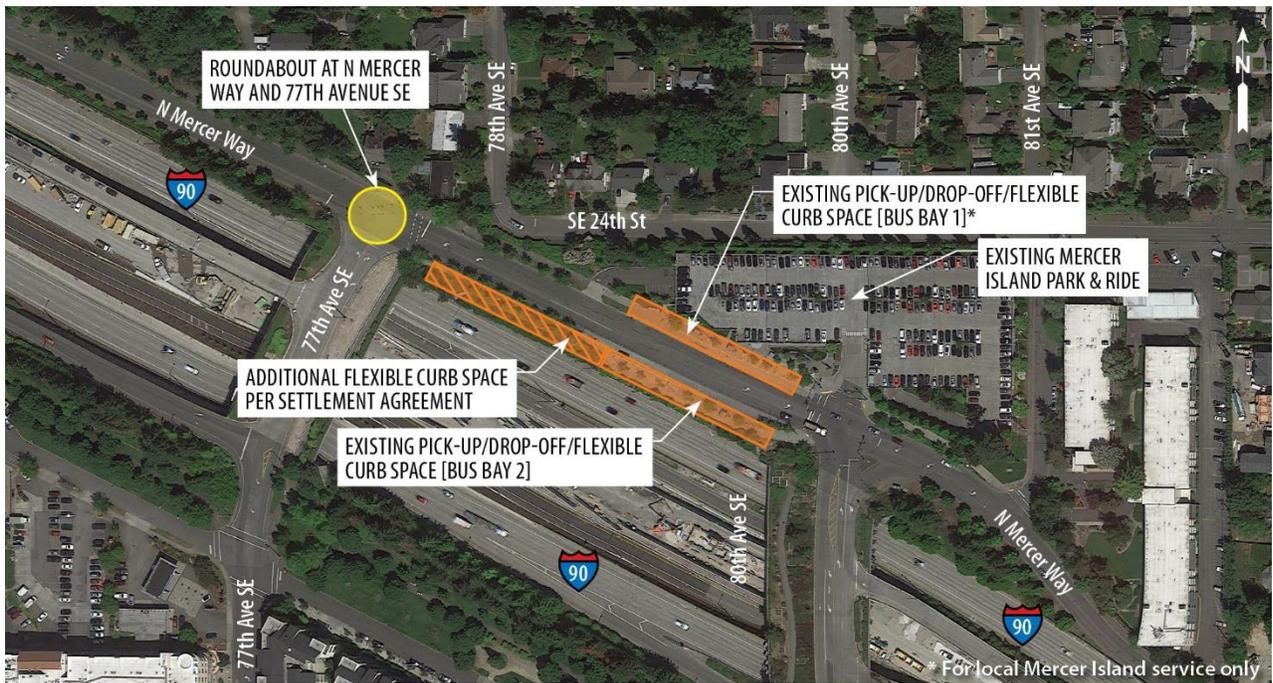


Figure 5: Limited Service Configuration

Table 2: Existing and Proposed Curb Space Configurations

Location	Pick-Up/Drop-Off Bays	Flexible/Layover Bays	Estimated Peak Hour Service
<b>Existing Conditions and Existing Transit Service (Baseline Condition)</b>			
N. Mercer Way (WB)	1 [See Note A.]	See below.*	
N. Mercer Way (EB)	1 [See Note A.]	See below.*	
80th Avenue SE (SB)	0	0	
<b>Service Characteristics</b>	<b>*Sound Transit and KCM buses utilize bus bays on both sides of N. Mercer Way. KCM bus layover operations occur within this area.</b>		<b>36 AM and 39 PM peak hour trips, or one bus every 2 minutes</b>
<b>Limited Service Configuration</b>			
N. Mercer Way (WB)	1 [local service only]	0	
N. Mercer Way (EB)	1 [same as existing]	Up to 3	
80th Avenue SE (SB)	0	0	
<b>Service Characteristics</b>	<b>50+% reduction in bus volumes relative to existing condition.</b>		<b>12 AM and 12 PM, or one bus every 5 minutes</b>
<b>Improved Service Configuration</b>			
N. Mercer Way (WB)	1 [same as existing]	1	
N. Mercer Way (EB)	1 [same as existing]	Up to 3	
80th Avenue SE (SB)	0	0	
<b>Service Characteristics</b>	<b>50% reduction in bus volumes relative to existing condition.</b>		<b>16 AM and 16 PM, or one bus every 4 minutes</b>

Optimal Service Configuration			
N. Mercer Way (WB)	1 [same as existing]	1	
N. Mercer Way (EB)	1 [same as existing]	Up to 3	
80th Avenue SE (SB)	1**	0	
Service Characteristics	<b>50% reduction in bus volumes relative to existing condition.</b> <b>**80<sup>th</sup> Avenue SE pick-up/drop-off transit for local Mercer Island bus service only if requested by the City.</b>		<b>Up to 20 AM and up to 20 PM, or one bus every 3 minutes</b>

**NOTE**

- A. Existing curb space along North Mercer Way is labeled as Bus Bay 1 (WB, north side) and Bus Bay 2 (EB, south side); however, each of these bays are approximately 225 feet in length and can accommodate up to 3 buses at once.

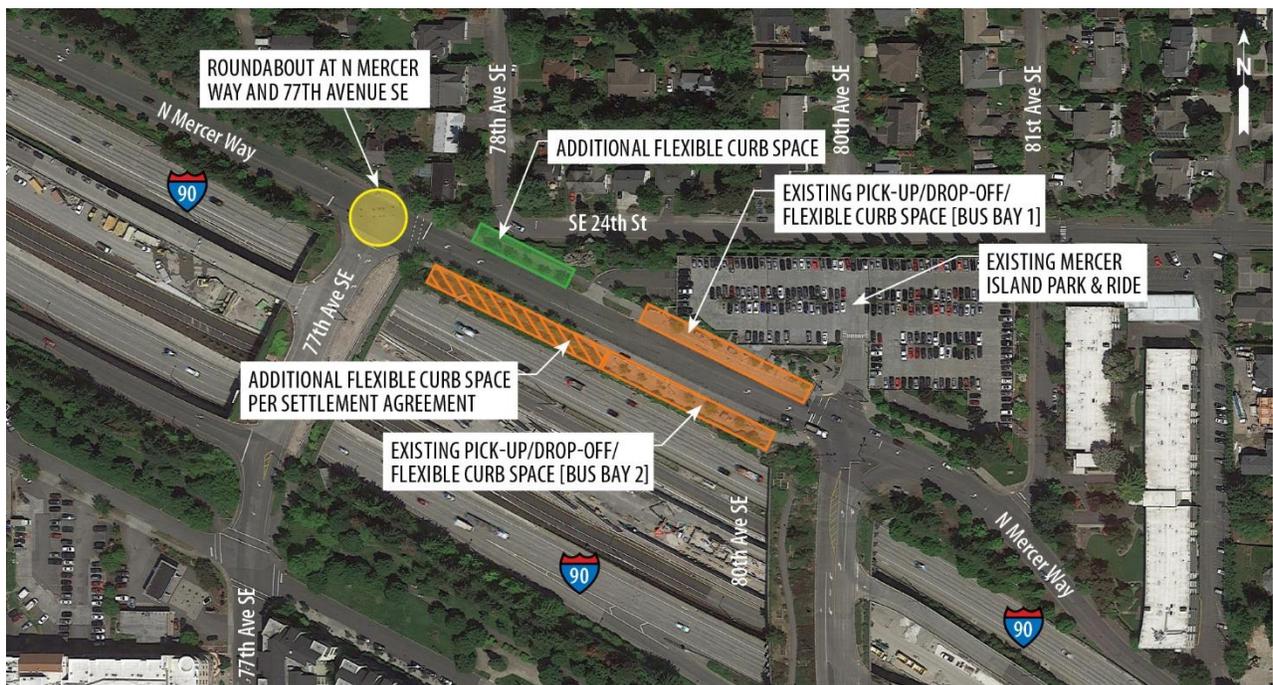
### Improved Service Configuration

As part of the pre-analysis period, KCM provided a table (see **Appendix C**) outlining service challenges of several modifications to the 77<sup>th</sup> Avenue SE Configuration that need further refinement to provide adequate service for the community of Mercer Island and to meet Metro’s current and future operational needs. These include: (1) bus layover periods only in the afternoon peak period (3:30 PM – 7:00 PM); (2) limiting pick-up/drop-off areas on the south side of North Mercer Way; and (3) limiting specific bus layover times.

KCM has stated that permitting bus bays along both the north and south sides of North Mercer Way—a refinement of *Sections 4.2(a)/4.3(a)*—would enable better transit service to Mercer Island. This configuration—identified as the **Improved Service Configuration**—would include a footprint of approximately 370 feet along the north side of North Mercer Way, in addition to the 450 feet along the south side of North Mercer Way, building upon the Limited Service Configuration. This configuration would preserve the existing active bay space along the north side of North Mercer Way and provide additional flexible curb space, allowing for a moderate increase in service levels when compared to the previous scenario. Assuming an average layover time of 15 minutes, approximately 16 buses per hour could serve this transit interchange under this configuration, or approximately one bus roughly every 4 minutes (see **Table 2**). For reference, this volume of activity is still less than half of today’s frequency. A maximum of 4 buses could layover at any given time.

Additionally, outside the AM and PM peak periods, the newly-designated flexible curb space may also supplement the planned drop-off area to support the existing and future needs of innovative mobility options (such as commuter rideshare) that will serve to enhance access to and from this transit hub.

In summary, the **Improved Service Configuration** would maintain the existing pick-up/drop-off bays, provide room for no more than 3 layover spaces along the south side of North Mercer Way, and provide one additional layover space along the north side of North Mercer Way (see **Figure 6**). Bus routing and access—including the proposed roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE—are identical to these attributes in the Limited Service Configuration.



**Figure 6: Improved Service Configuration**

### Optimal Service Configuration

The **Optimal Service Configuration** builds upon the Improved Service Configuration by adding a preferred pick-up/drop-off stop for local bus service along southbound 80<sup>th</sup> Avenue SE approximately 100 feet south of the Mercer Island light rail station’s east entrance. This stop would provide additional capacity and flexibility for Metro operations at this transit hub, and an ideal location for quick, convenient transfers for passengers between light rail and local bus service, and would only be included if requested by the City. This configuration would require a refinement of the first section of *Section 4.2(a)*, which states “[t]here will be no bus drop-off/pick-up or layover area on 80<sup>th</sup> Avenue SE”; this refinement is recommended to meet Metro’s current and future operational needs.

In summary, this configuration would allow for an additional bus stop for local bus service along southbound 80<sup>th</sup> Avenue SE and may provide room for one additional layover space along the south side of North Mercer Way, assuming some active bay capacity could be transferred to 80<sup>th</sup> Avenue SE (see **Figure 7**). Bus routing is essentially the same as the previous two configurations. Again, assuming an average of 15 minute layovers, up to 20 buses per hour could serve the new Link station under this configuration—still lower than existing bus frequency (see **Table 2**).



**Figure 7: Optimal Service Configuration**

## Points of Analyses and Evaluation

### Methodology

Sound Transit, Mercer Island, and KCM developed eight goals/objectives to establish the framework for determining which transit configuration best serves Mercer Island residents and other transit users. A description of the contributing factors—reflecting a wide range of considerations and influences—employed to evaluate the performance of each configuration as it pertains to the identified goals and objectives are discussed in detail below.

### Identified Goals and Objectives

The eight identified goals and objectives (and their respective defining factors) developed to objectively evaluate each of the three design configurations are as follows:

**Goal/Objective 1: *Create a seamless transfer experience for the customer that is intuitive, safe, barrier-free, weather-protected, and efficient.***

A seamless transfer experience for a bus-rail transfer patron should be effortless, direct, and quick. This effortless transfer experience starts with the distance proximity to/from pick-up and drop-off areas for both means of travel in which a patron must walk to. Bus stops located on the north side of North Mercer Way are the least seamless, as this requires transfer patrons to wait for traffic prior to crossing to the south side of the street towards the future Mercer Island light rail station, resulting in a less efficient transfer. Additionally, since the crossing is not covered, these patrons are exposed to the weather.

In addition to a direct and effortless link, rail/bus transfers must be plentiful to meet the user's needs. The transit services are configured based on the usage of transit routes and its ridership. If transfers are not readily available to necessary Eastside destinations (e.g., Bellevue, Issaquah, etc.), this lack of service further reduces transit demand to/from these areas, resulting in a less seamless transfer experience. This also directly impacts the service scheduling and reliability of buses, and corresponding rail schedules. Reduced levels of transfer scheduling means less service for the Mercer Island residents and employers. However, if greater levels of services are planned and more transit opportunities are provided, there is less queuing and waiting in weather-protected areas for passengers during the transfer.

Switching between light rail trains, buses, local shuttles, and future connection methods can be confusing and non-inviting to riders. Greater transfer distances requires additional amenities to facilitate that efficient transfer, such as signage, localized illumination, and easily accessible transit route information/materials. Wayfinding signage facilitates a general understanding of where each transit mode is located and how to most directly get to that location; the importance of wayfinding signage increases with the difficulty and/or distance between transfer points.

***Goal/Objective 2: Create a transit interchange that minimizes transfer walk distance and number of street crossings for bus/rail transfers.***

Greater distances between transfer points substantially reduce the effectiveness of transit interchange operations. Conversely, shorter distances between transfer points and transit nodes—in this case, future light rail service connections with local and regional bus service—allow for better-coordinated transit scheduling and an improved customer experience, including benefits for disabled passengers. As the location of the Mercer Island light rail station is fixed, the differences between the three configurations are the proposed bus stop locations, which would be located along the north (passenger drop-off) and south (passenger pick-up) sides of North Mercer Way and, if requested by the City, along 80<sup>th</sup> Avenue SE approximately 100 feet south of the light rail station's east entrance. A bus stop along 80<sup>th</sup> Avenue SE (approximately 100 feet) and on the south side of North Mercer Way (approximately 300 feet) provide the shortest transfer walk distance between modes. Bus stops on the north side of North Mercer Way (up to 600 feet) are the farthest distance from the light rail station; in addition, access to these bus stops would require a street crossing at the North Mercer Way/80<sup>th</sup> Street SE signalized intersection.

***Goal/Objective 3: Create a transit interchange that is ready for operation when the East Link light rail service begins in 2023.***

Sound Transit, the City of Mercer Island, and KCM have agreed that the transit interchange project should be constructed and in operation prior to the commencement of East Link light rail service. This will ensure proper coordination with both local and regional services at this location. It is anticipated that each of the proposed configurations satisfy this goal/objective to the same degree. However, this assumes that decisions are made in the first quarter of 2019 on the transit interchange so that the necessary property acquisition, final design, and construction can be completed by system opening.

***Goal/Objective 4: Develop a cost-effective design that represents a transparent and appropriate use of public funds.***

Each of the three design configurations are expected to have minimal impact to the local roadway system, while also providing increased usability for transit routing and connectivity to the future light rail station. In this manner, all options represent a transparent and appropriate use of public funds.

However, there are a number of factors with the potential to impact costs for each configuration, including:

- **Right-of-Way:** This is the cost associated with purchasing either private parcels (such as the two residential parcels north of the proposed roundabout at 77<sup>th</sup> Avenue SE) or using public property which is generally directly adjacent to North Mercer Way.
- **Structures:** This is the cost associated with constructing roadway features over the 80<sup>th</sup> Avenue SE lidded structures. These costs may include drainage structures, physical components such as curb and gutter, and pavement for the construction of the pick-up area on the 80<sup>th</sup> Avenue SE lid.
- **Civil/Roadway:** Costs associated with Civil/Roadway would include general construction of bus pick-up, drop-off, and layover areas on both the north and south sides of North Mercer Way.
- **Use of Previous Improvements:** Sound Transit has recently invested to provide updates to the Mercer Island P&R. These improvements include intersection updates at North Mercer Way and 80<sup>th</sup> Avenue SE and non-motorized bike and pedestrian improvements such as striping. These are previously allocated tax dollars and any option that uses the pick-up/drop-off areas on the north side of North Mercer Way make use of this public investment.

All of these financial factors make up the total project construction costs. The combination of each factor can change by each of the three configurations. Total project costs are not only the hard costs associated with construction, but also should incorporate the ease and efficiency for overall facility operation. As such, options such as the Improved Service and Optimal Service Configurations offer cost-effective solutions for increasing transit interchange users.

Separate from costs associated with physical improvements, there is an Airspace Corridor above the I-90 freeway lids. An airspace corridor is a three-dimensional corridor of a specific length and width between two elevations. Airspace corridors are generally used where the highway (i.e., I-90) runs beneath structures, such as the 80<sup>th</sup> Avenue SE overpass. The property above I-90 can be used for other purposes, as long as there are no negative effects on the associated highway. While WSDOT owns the 80<sup>th</sup> Avenue SE overpass, an Operations and Maintenance Agreement between WSDOT and the City of Mercer Island states that the City is to be responsible for all street and landscape maintenance and operations while WSDOT is responsible for the overpass structure and structural maintenance. WSDOT and KCM (with the assistance of Sound Transit and the City of Mercer Island) need to confirm there are not any airspace corridor lease costs for transit stops with these configurations.

**Goal/Objective 5: *Maximize benefits to Mercer Island residents and local employers.***

The Mercer Island Transit Interchange will provide a hub, allowing residents, employers/employees, visitors, and commuters connections to local areas of Mercer Island, but also to other regional hubs such as Seattle, Bellevue, and Issaquah. By providing these transit services on Mercer Island, the benefit for Mercer Islanders is maximized. Based on Metro historical data, approximately 150 to 175 passenger trips per day are made between Mercer Island and Eastside communities that will not be served by East Link light rail when it opens in 2024. Any option that reduces services to/from Mercer Island will result in a negative impact for its current and future residents, employees, and employers.

Transit routes will not utilize the Mercer Island Town Center for “looping” back to the Mercer Island P&R. This means that buses once utilizing Town Center streets for connections will be removed, leaving only buses providing direct service to local Mercer Island locations.

In the Improved Service and Optimal Service Configurations, the additional layover/flexible space can be used to support the existing and future needs of innovative mobility options—such as commuter rideshare—that will serve to enhance access to and from this transit hub, but also adds capacity for transit use, reducing queuing and wait times for both transit users and motorists on the adjacent street network.

**Goal/Objective 6: *Minimize potential overall property impacts and local community access impacts and maintain through-vehicular traffic on the 80<sup>th</sup> Avenue SE bridge crossing.***

Each of the proposed configurations include a traffic roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE. Due to the physical constraints of the 77<sup>th</sup> Avenue SE I-90 lid and the requirement for both the Metro 40-foot buses and 60-foot articulated buses to circulate through the roundabout while not driving on the truck apron for the routing on North Mercer Way, the roundabout size and location have few other options for placement. Based on preliminary concept designs for the roundabout and safety measures for the I-90 trail, the roundabout and non-motorized components will encroach onto two separate parcels, just north of the proposed roundabout. In addition, taking into account the need for private property acquisition, implementation of the 77<sup>th</sup> Avenue Configuration would result in a much higher cost to the public than the 80<sup>th</sup> Avenue SE Configuration from the *2017 SEPA Addendum*.

Each of the proposed configurations would continue to allow and maintain through-vehicular traffic on the 80<sup>th</sup> Avenue SE bridge crossing. The Optimal Service Configuration includes the option—if exercised by the City of Mercer Island—for a bus stop reserved for local bus service along 80<sup>th</sup> Avenue SE south of the of I-90 EB HOV on-ramp; this bus stop is currently envisioned as an in-lane bus stop with the potential to affect southbound traffic along 80<sup>th</sup> Avenue SE. Under this scenario, KCM anticipates a local bus would stop once every 15 minutes with an estimated dwell time of approximately 30 seconds or less. Traffic analyses at intersections along 80<sup>th</sup> Avenue SE in the *2017 SEPA Addendum* to the East Link Final EIS—which included higher bus volumes and bus stops along 80<sup>th</sup> Avenue SE in front of the future light rail station entrance—anticipate these locations to continue to perform at acceptable levels. As such, it is anticipated that an in-lane bus stop at this location would result in minimal impacts to through-vehicular traffic on the 80<sup>th</sup> Avenue SE bridge crossing.

**Goal/Objective 7: *Provide excellent multi-modal access for customers while minimizing general pedestrian, bicycle, and vehicle mobility impacts near bus drop-off locations.***

Multi-modal access to the current Mercer Island P&R and the East Link light rail station will be crucial for quick and efficient access to transit facilities. Multi-modal facilities and access increase transit usability; provide connectivity to local Mercer Island parks, schools, businesses, and regional destinations; reduce local vehicular traffic; and provide access to community facilities for those unable to drive a car. This is critical upon entering and exiting either the 77<sup>th</sup> Avenue SE or 80<sup>th</sup> Avenue SE link light rail station entrances. The Mercer Island East Link light rail facilities will provide a kiss-and-ride drop-off and bike parking at the 77<sup>th</sup> Avenue SE entrance to the station. This will provide additional bus/rail transfer integration, particularly when connecting to other local areas reachable by different modes of transportation.

While the potential for pedestrian, bicycle, and vehicle mobility interactions are increased with the increase of additional transit pick-up, drop-off, and layover areas, these new multi-modal interaction zones provide opportunities for additional connections for users of the I-90 trail, the Mercer Island P&R, and the future light rail station.

Any final roundabout design will include a direct multi-modal connection point to the I-90 trail. Additionally, the I-90 trail has recently been repaved in some areas, while other connection and ADA compliance improvements have been made recently. The City of Mercer Island has requested that a 14-foot-wide I-90 multi-modal trail be included in the roundabout conceptual design, providing a bolstered non-motorized trail with cross-street access to both the 77<sup>th</sup> Avenue SE and 80<sup>th</sup> Avenue SE light rail entrances.

**Goal/Objective 8: *Limit diesel idling and limit regional bus circulation through the Town Center.***

The City of Mercer Island has expressed the desire to limit the idling of diesel buses on Mercer Island and limit non-local bus routes to North Mercer Way and 77<sup>th</sup> Avenue SE via the I-90 HOV on- and off-ramps at 80<sup>th</sup> Avenue SE. Each of the proposed configurations include a traffic roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE—thus resulting in similar bus routing patterns. KCM has stated that its buses do not idle during layovers, and over the coming years, KCM is shifting to an all-electric fleet of buses, which do not idle.

It is anticipated that each of the proposed configurations satisfy this goal/objective to the same degree.

**Goals and Objectives Evaluation**

**Table 3** provides a detailed evaluation on how each of the proposed refinements satisfy the identified goals and objectives; higher scores reflect an anticipated more favorable outcome.

Table 3: Project Goals and Objectives Evaluation



Project Goals and Objectives	Limited Service Configuration	Improved Service Configuration	Optimal Service Configuration
<b>Goal/Objective 1</b>			
<i>Creates a seamless transfer experience for the customer that is intuitive, safe, barrier-free, weather-protected, and efficient</i>	 Quick, safe, and intuitive transfers between bus and rail. Limited bus/flexible transit curb space would reduce local and system-wide transfer opportunities, resulting in increased wait times and a less seamless transfer experience.	 Additional bus/flexible transit curb space would provide adequate local and system-wide transfers. May require street crossing for connections to light rail station, which is less intuitive, and longer connections are not weather-protected.	 Provides greatest amount of bus/flexible transit curb space, allowing for greater transfer opportunities with shortest wait times. Potential bus stop along 80 <sup>th</sup> Avenue SE would provide quick and convenient transfers to local bus service.
<b>Goal/Objective 2</b>			
<i>Minimize transfer walk distance and number of street crossings for bus/rail transfers</i>	 Short transfer distance as bus pick-up/drop-off points are along North Mercer Way closest to 80 <sup>th</sup> Avenue SE. Potential street crossing for transfers to local and regional bus service.	 Short transfer distance as bus pick-up/drop-off points are along North Mercer Way closest to 80 <sup>th</sup> Avenue SE. Potential street crossing for transfers to local and regional bus service.	 Short transfer distance as bus pick-up/drop-off points are along North Mercer Way closest to 80 <sup>th</sup> Avenue SE. Potential street crossing for transfers to local and regional bus service. Potential bus stop along 80 <sup>th</sup> Avenue SE would provide better access to local bus service.
<b>Goal/Objective 3</b>			
<i>Ready for operation when the East Link light rail service begins in 2023</i>	 Construction of this option will be complete prior to commencement of East Link light rail service, provided decision made in Q1 2019.	 Construction of this option will be complete prior to commencement of East Link light rail service, provided decision made in Q1 2019.	 Construction of this option will be complete prior to commencement of East Link light rail service, provided decision made in Q1 2019.
<b>Goal/Objective 4</b>			
<i>A cost-effective design that represents a transparent and appropriate use of public funds</i>	 Lowest overall construction costs, but limits the amount of bus transit service and flexibility for future innovative mobility options through the transit interchange.	 Construction costs are balanced compared to the level of transit service provided by the additional bus/flexible transit curb space.	 Construction costs are balanced compared to the level of transit service provided by the additional bus/flexible transit curb space. Most cost-effective design based on the additional transit service capacities.

Project Goals and Objectives	Limited Service Configuration	Improved Service Configuration	Optimal Service Configuration
<p><b>Goal/Objective 5</b></p> <p><i>Maximizes benefits to Mercer Island residents and local employers</i></p>	 <p>Providing pick-up/drop-off only on the south side of North Mercer Way limits overall ridership benefits to current and future Mercer Island residents and local employers. Major portion of 150 to 175 passenger transit service trips eliminated.</p>	 <p>Provides pick-up and drop-off areas on both the north and south sides of North Mercer Way, providing transit service flexibility and limited service benefits to current and future Mercer Island residents and local employers.</p>	 <p>Provides pick-up and drop-off areas on both the north and south sides of North Mercer Way and in front of light rail station, providing the most transit service flexibility and benefits to current and future Mercer Island residents and local employers.</p>
<p><b>Goal/Objective 6</b></p> <p><i>Minimizes potential overall property impacts and local community access impacts and maintain through-vehicular traffic on the 80th Avenue SE bridge crossing</i></p>	 <p>Roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE substantially impacts two residential parcels. Through vehicular traffic on 80<sup>th</sup> Avenue SE will remain.</p>	 <p>Roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE substantially impacts two residential parcels. Through vehicular traffic on 80<sup>th</sup> Avenue SE will remain.</p>	 <p>Roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE substantially impacts two residential parcels. This configuration include the potential for an in-lane bus stop along 80<sup>th</sup> Avenue SE south of the I-90 EB HOV on-ramp, which may result in minimal impacts to southbound traffic at this location.</p>
<p><b>Goal/Objective 7</b></p> <p><i>Provides excellent multi-modal access for customers while minimizing general pedestrian, bicycle, and vehicle mobility impacts near bus drop-off locations</i></p>	 <p>Fewer pick-up/drop-off and layover bays reduce potential mobility interaction points but also reduces potential multi-modal access opportunities.</p>	 <p>Proposed bus/flexible transit curb space provides opportunities for increased multi-modal accessibility and for future innovative mobility options. Expected activity on the north side of North Mercer Way would result in additional pedestrian, bicycle, and vehicle interaction points.</p>	 <p>Proposed bus/flexible transit curb space in this configuration provides the greatest opportunity for multi-modal access and future innovative mobility options. Expected activity on the north side of North Mercer Way would result in additional pedestrian, bicycle, and vehicle interaction points.</p>
<p><b>Goal/Objective 8</b></p> <p><i>Limits diesel idling and limits regional bus circulation through the Town Center</i></p>	 <p>KCM buses do not idle during layover. Future buses will be all electric. Roundabout eliminates regional bus circulation through the Town Center.</p>	 <p>KCM buses do not idle during layover. Future buses will be all electric. Roundabout eliminates regional bus circulation through the Town Center.</p>	 <p>KCM buses do not idle during layover. Future buses will be all electric. Roundabout eliminates regional bus circulation through the Town Center.</p>
<p><b>Total Score (Higher Is Better)</b></p>	<p><b>24</b></p>	<p><b>28</b></p>	<p><b>33</b></p>

# CONCLUSION AND RECOMMENDATION

## Analyses Results

All three of these configurations were developed with the intent of providing a bus/rail interchange that satisfies the Settlement Agreement. Importantly, each configuration will result in lower bus volumes than the numbers operating today, an acknowledgement of the City's stated desire to limit regional transit service on Mercer Island. Each configuration will include a new roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE, resulting in the need for property acquisition and at least some refinement of the Settlement Agreement. Bus stops and layover areas only vary in their number, and anticipated bus circulation patterns are identical.

The differences are most pronounced in terms of the quality of bus transit service that KCM is capable of providing to current and future Mercer Island residents, employees, and businesses, and the entire region. This is a critical transit interchange for the following reasons:

- Current and future Mercer Island residents, employees, and businesses will rely on connections that will not be served by Link.
- Mercer Island is already a key destination with 150 to 175 daily trips originating or ending at Mercer Island to/from areas that will not be served by East Link.
- Mercer Island is the fastest, most logical, intuitive, and attractive location to connect to Link for transit customers traveling along the I-90 corridor to/from points east of Mercer Island.
- Terminating routes at Mercer Island is the most efficient use of Metro resources (buses and operational hours) offers the best opportunity to allow expansions of local connections on Mercer Island and between Mercer Island and destinations that will not be served by East Link.

## Limited Service Configuration

The **Limited Service Configuration**, which allows up to 450 feet of bus curbspace on the south side of North Mercer Way and limits curbspace on the north side of North Mercer Way to local bus traffic only received the lowest score. This configuration has the smallest footprint and would signify the greatest change when compared to the activity at the current Mercer Island P&R facility. Instead of facilitating connections—which is the primary purpose of a transit interchange—this configuration actually limits such connections and would ultimately result in the least pleasant transfer experience, with the few bus stops and minimal layover space resulting in longer wait times. This would significantly limit the amount of future off-island service for Mercer Island residents, employees, and businesses connecting to/from Link and other destinations on Mercer Island and result in greater levels of car dependency on Mercer Island. Additionally, less ability to connect between bus and rail along the East Link will result in more customers from the greater Eastside and I-90 corridor driving to Mercer Island to park.

The **Limited Service Configuration** scored the lowest on three of the six differentiated goals and objectives (each configuration assumed identical scores for Goal/Objective 3 [project completion date] and Goal/Objective 8 [bus idling and circulation]). The instances where higher scores were achieved related to transfer distance (Goal/Objective 2) and lack of conflict points (Goal/Objective 7), both of which are at least partially the result of limited transfer and service opportunities. It is important to note that KCM would not be able to provide adequate local Mercer Island bus service with this configuration, including the current 150 to 175 daily bus passenger trips between Mercer Island and Eastside communities.

## Improved Service Configuration

The **Improved Service Configuration** received the intermediate overall score, obtaining lower rankings for Goal/Objective 2 (transfer distance) and Goal/Objective 7 (excellent multi-modal access). The lower scores for this configuration are predominantly the result of some bus stops located along the north side of North Mercer Way, requiring some transfer passengers to travel farther to reach these bus stops, including the need to cross a signalized intersection (North Mercer Way) to get there.

The layout of these spaces are most similar to the current condition, effectively creating active spaces between the Mercer Island P&R, bus transfer points along North Mercer Way, and the future light rail station. This configuration would include a greater amount of pick-up/drop-off and layover space as compared with the Limited Service Configuration, comparatively ranking higher for goals and objectives relating to seamless transfer experience, cost-effective design, and maximum benefit to current and future Mercer Island residents and employers.

## Optimal Service Configuration

As noted in earlier sections, the **Optimal Service Configuration** builds upon the Improved Service Configuration by adding bus/transit curb space approximately 100 feet south of the future east entrance to the Mercer Island Link light rail station along 80<sup>th</sup> Avenue SE. This additional bus bay allows for the potential for seamless transfers for local bus service, shorter transfer distance, reduced walking distances to the Town Center, reduced impacts to vehicles accessing the I-90 HOV lanes, and maximizes benefits to the Mercer Island community by providing space for future service changes and opportunities for innovative mobility options. In sum, the **Optimal Service Configuration** provides the best transit benefits in the following areas:

- Flexibility for future mobility options;
- Immediacy of transfer experience; and
- Transfer reliability.

This configuration scored the highest ranking in each of the six differentiated goals and objectives.

## Recommendation

Based on the point total results presented in **Table 3**, the configuration with the highest score is the **Optimal Service Configuration**. 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 77<sup>th</sup> 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.

# APPENDIX A

## Bus Routing

# Route 550 To Bellevue

EFFECTIVE SEPTEMBER 22, 2018 THROUGH MARCH 22, 2019

## Eastbound

## Weekdays

9th Ave at Pine St	International District Station Bay D	Mercer Island P&R*	South Bellevue*	Bellevue TC Bay 12*	110th Ave NE & NE 10th St*
①	②	③	④	⑤	⑥
4:57 <sup>AM</sup>	5:05	5:16	5:21	5:29	5:32
5:24	5:32	5:43	5:48	5:56	5:59
5:40	5:48	5:59	6:04	6:12	6:15
5:56	6:04	6:15	6:20	6:29	6:32
6:11	6:19	6:31	6:36	6:45	6:48
6:25	6:33	6:45	6:50	7:00	7:03
6:39	6:47	6:59	7:04	7:14	7:17
6:51	6:59	7:11	7:17	7:27	7:30
7:01	7:10	7:25	7:31	7:41	7:44
7:13	7:22	7:37	7:43	7:53	7:56
7:23	7:32	7:47	7:53	8:03	8:06
7:33	7:42	7:57	8:03	8:13	8:16
7:43	7:52	8:07	8:13	8:23	8:26
7:53	8:02	8:17	8:23	8:33	8:36
8:03	8:12	8:27	8:33	8:43	8:46
8:15	8:24	8:39	8:45	8:55	8:58
8:28	8:37	8:52	8:58	9:08	9:11
8:43	8:52	9:07	9:13	9:23	9:26
8:57	9:05	9:20	9:26	9:37	9:40
9:13	9:21	9:36	9:42	9:53	9:56
9:29	9:37	9:52	9:58	10:09	10:12
9:45	9:53	10:08	10:14	10:25	10:28
10:00	10:08	10:23	10:29	10:40	10:43
10:17	10:25	10:40	10:45	10:56	10:59
10:32	10:40	10:54	10:59	11:10	11:13
10:47	10:55	11:09	11:14	11:25	11:28
11:02	11:10	11:24	11:29	11:40	11:43
11:17	11:25	11:39	11:44	11:55	11:58
11:32	11:40	11:54	11:59	<b>12:10</b>	<b>12:14</b>
11:47	11:55	<b>12:09</b>	<b>12:14</b>	<b>12:25</b>	<b>12:29</b>
<b>12:02<sup>PM</sup></b>	<b>12:10</b>	<b>12:24</b>	<b>12:29</b>	<b>12:40</b>	<b>12:44</b>
<b>12:17</b>	<b>12:25</b>	<b>12:39</b>	<b>12:44</b>	<b>12:55</b>	<b>12:59</b>
<b>12:32</b>	<b>12:40</b>	<b>12:54</b>	<b>12:59</b>	<b>1:10</b>	<b>1:14</b>
<b>12:47</b>	<b>12:55</b>	<b>1:09</b>	<b>1:14</b>	<b>1:25</b>	<b>1:29</b>
<b>1:02</b>	<b>1:10</b>	<b>1:24</b>	<b>1:29</b>	<b>1:40</b>	<b>1:44</b>
<b>1:17</b>	<b>1:25</b>	<b>1:39</b>	<b>1:44</b>	<b>1:55</b>	<b>1:59</b>
<b>1:32</b>	<b>1:40</b>	<b>1:54</b>	<b>1:59</b>	<b>2:10</b>	<b>2:14</b>
<b>1:46</b>	<b>1:54</b>	<b>2:08</b>	<b>2:13</b>	<b>2:24</b>	<b>2:28</b>
<b>2:01</b>	<b>2:09</b>	<b>2:23</b>	<b>2:28</b>	<b>2:39</b>	<b>2:43</b>
<b>2:16</b>	<b>2:24</b>	<b>2:38</b>	<b>2:43</b>	<b>2:54</b>	<b>2:58</b>
<b>2:31</b>	<b>2:39</b>	<b>2:53</b>	<b>2:58</b>	<b>3:09</b>	<b>3:13</b>
<b>2:44</b>	<b>2:52</b>	<b>3:06</b>	<b>3:11</b>	<b>3:22</b>	<b>3:26</b>
<b>2:55</b>	<b>3:03</b>	<b>3:18</b>	<b>3:23</b>	<b>3:34</b>	<b>3:38</b>
<b>3:02</b>	<b>3:12</b>	<b>3:27</b>	<b>3:32</b>	<b>3:43</b>	<b>3:47</b>
<b>3:10</b>	<b>3:20</b>	<b>3:35</b>	<b>3:40</b>	<b>3:51</b>	<b>3:55</b>

Continued on next page >>

\* This is an estimated timepoint for public guidance only. Buses will proceed on arrival to the next timepoint. This may be before the time shown on our schedule.

**To Bellevue****Eastbound - continued - Weekdays**

9th Ave at Pine St	International District Station Bay D	Mercer Island P&R*	South Bellevue*	Bellevue TC Bay 12*	110th Ave NE & NE 10th St*
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
3:17 <sup>PM</sup>	3:27	3:42	3:47	3:59	4:03
3:25	3:35	3:50	3:55	4:07	4:11
3:33	3:43	3:58	4:03	4:15	4:19
3:40	3:50	4:05	4:10	4:22	4:26
3:48	3:58	4:13	4:18	4:30	4:34
3:55	4:05	4:20	4:25	4:37	4:41
4:00	4:10	4:25	4:30	4:42	4:46
4:07	4:17	4:32	4:37	4:49	4:53
4:13	4:23	4:38	4:43	4:55	4:59
4:19	4:29	4:44	4:49	5:01	5:05
4:25	4:35	4:50	4:55	5:07	5:11
4:31	4:41	4:56	5:01	5:13	5:17
4:37	4:47	5:02	5:07	5:19	5:23
4:42	4:52	5:07	5:12	5:24	5:28
4:47	4:57	5:12	5:19	5:31	5:35
4:52	5:02	5:17	5:24	5:36	5:40
4:57	5:07	5:22	5:29	5:41	5:45
5:02	5:12	5:27	5:34	5:46	5:50
5:07	5:17	5:32	5:39	5:51	5:55
5:12	5:22	5:37	5:43	5:55	5:59
5:17	5:27	5:42	5:48	6:00	6:04
5:22	5:32	5:47	5:53	6:05	6:09
5:27	5:37	5:52	5:58	6:10	6:14
5:32	5:42	5:57	6:03	6:14	6:18
5:37	5:47	6:02	6:07	6:18	6:22
5:42	5:52	6:07	6:12	6:23	6:27
5:49	5:59	6:14	6:19	6:30	6:34
5:56	6:06	6:21	6:26	6:37	6:40
6:03	6:13	6:28	6:33	6:44	6:47
6:10	6:20	6:35	6:40	6:51	6:54
6:17	6:27	6:42	6:47	6:58	7:01
6:24	6:34	6:48	6:53	7:04	7:07
6:34	6:42	6:56	7:01	7:12	7:15
6:47	6:55	7:09	7:14	7:25	7:28
7:01	7:09	7:23	7:28	7:39	7:42
7:16	7:24	7:38	7:42	7:52	7:55
7:31	7:39	7:52	7:56	8:04	8:07
7:47	7:55	8:07	8:11	8:19	8:22
8:17	8:25	8:37	8:41	8:49	8:52
8:47	8:55	9:07	9:11	9:19	9:22
9:17	9:25	9:36	9:40	9:47	9:50
9:47	9:55	10:06	10:10	10:17	10:20
10:18	10:26	10:37	10:41	10:48	10:51
10:49	10:57	11:08	11:12	11:19	11:22
11:20	11:28	11:39	11:43	11:50	11:53
11:55	12:03 <sup>AM</sup>	12:14	12:18	12:25	12:28

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# Route 550 To Bellevue

EFFECTIVE SEPTEMBER 22, 2018 THROUGH MARCH 22, 2019

## Eastbound Saturday

9th Ave at Pine St	International District Station Bay D	Mercer Island P&R*	South Bellevue*	Bellevue TC Bay 12*	110th Ave NE & NE 10th St*
①	②	③	④	⑤	⑥
5:59 <sup>AM</sup>	6:07	6:18	6:22	6:31	6:34
6:29	6:37	6:48	6:52	7:01	7:04
6:59	7:07	7:18	7:22	7:31	7:34
7:29	7:37	7:48	7:52	8:01	8:04
7:59	8:07	8:18	8:22	8:31	8:34
8:29	8:37	8:48	8:54	9:03	9:06
8:50	8:58	9:09	9:15	9:24	9:27
9:05	9:13	9:24	9:30	9:39	9:42
9:20	9:28	9:39	9:45	9:54	9:57
9:35	9:43	9:54	10:00	10:09	10:13
9:50	9:58	10:09	10:15	10:24	10:28
10:04	10:12	10:24	10:30	10:39	10:43
10:19	10:27	10:39	10:45	10:54	10:58
10:34	10:42	10:54	11:00	11:09	11:13
10:49	10:57	11:09	11:15	11:25	11:29
11:04	11:12	11:24	11:30	11:40	11:44
11:19	11:27	11:39	11:45	11:55	11:59
11:34	11:42	11:54	<b>12:00</b>	<b>12:10</b>	<b>12:14</b>
11:49	11:57	<b>12:09</b>	<b>12:15</b>	<b>12:25</b>	<b>12:29</b>
<b>12:04<sup>PM</sup></b>	<b>12:12</b>	<b>12:24</b>	<b>12:30</b>	<b>12:40</b>	<b>12:44</b>
<b>12:19</b>	<b>12:27</b>	<b>12:39</b>	<b>12:45</b>	<b>12:55</b>	<b>12:59</b>
<b>12:34</b>	<b>12:42</b>	<b>12:54</b>	<b>1:00</b>	<b>1:10</b>	<b>1:14</b>
<b>12:49</b>	<b>12:57</b>	<b>1:09</b>	<b>1:15</b>	<b>1:25</b>	<b>1:29</b>
<b>1:04</b>	<b>1:12</b>	<b>1:24</b>	<b>1:30</b>	<b>1:40</b>	<b>1:44</b>
<b>1:19</b>	<b>1:27</b>	<b>1:39</b>	<b>1:45</b>	<b>1:55</b>	<b>1:59</b>
<b>1:34</b>	<b>1:42</b>	<b>1:54</b>	<b>2:00</b>	<b>2:10</b>	<b>2:14</b>
<b>1:49</b>	<b>1:57</b>	<b>2:09</b>	<b>2:15</b>	<b>2:25</b>	<b>2:29</b>
<b>2:04</b>	<b>2:12</b>	<b>2:24</b>	<b>2:30</b>	<b>2:40</b>	<b>2:44</b>
<b>2:19</b>	<b>2:27</b>	<b>2:39</b>	<b>2:45</b>	<b>2:55</b>	<b>2:59</b>
<b>2:34</b>	<b>2:42</b>	<b>2:54</b>	<b>3:00</b>	<b>3:10</b>	<b>3:14</b>
<b>2:49</b>	<b>2:57</b>	<b>3:09</b>	<b>3:15</b>	<b>3:25</b>	<b>3:29</b>
<b>3:04</b>	<b>3:12</b>	<b>3:24</b>	<b>3:30</b>	<b>3:40</b>	<b>3:44</b>
<b>3:19</b>	<b>3:27</b>	<b>3:39</b>	<b>3:45</b>	<b>3:55</b>	<b>3:59</b>
<b>3:34</b>	<b>3:42</b>	<b>3:54</b>	<b>4:00</b>	<b>4:10</b>	<b>4:14</b>
<b>3:49</b>	<b>3:57</b>	<b>4:09</b>	<b>4:15</b>	<b>4:25</b>	<b>4:29</b>
<b>4:04</b>	<b>4:12</b>	<b>4:24</b>	<b>4:30</b>	<b>4:40</b>	<b>4:44</b>
<b>4:19</b>	<b>4:27</b>	<b>4:39</b>	<b>4:45</b>	<b>4:55</b>	<b>4:59</b>
<b>4:34</b>	<b>4:42</b>	<b>4:54</b>	<b>5:00</b>	<b>5:10</b>	<b>5:14</b>
<b>4:49</b>	<b>4:57</b>	<b>5:09</b>	<b>5:15</b>	<b>5:25</b>	<b>5:29</b>

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**To Bellevue****Eastbound****- continued -****Saturday**

9th Ave at Pine St	International District Station Bay D	Mercer Island P&R*	South Bellevue*	Bellevue TC Bay 12*	110th Ave NE & NE 10th St*
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
5:04 <sup>PM</sup>	5:12	5:24	5:30	5:40	5:44
5:19	5:27	5:39	5:45	5:55	5:59
5:34	5:42	5:54	6:00	6:10	6:14
5:49	5:57	6:09	6:15	6:25	6:29
6:04	6:12	6:24	6:30	6:40	6:44
6:19	6:27	6:39	6:45	6:54	6:58
6:34	6:42	6:54	7:00	7:09	7:12
6:50	6:58	7:10	7:16	7:25	7:28
7:20	7:28	7:39	7:43	7:51	7:54
7:49	7:57	8:07	8:11	8:19	8:22
8:19	8:27	8:37	8:41	8:49	8:52
8:49	8:57	9:07	9:11	9:19	9:22
9:19	9:27	9:37	9:41	9:48	9:51
9:49	9:57	10:07	10:11	10:18	10:21
10:19	10:27	10:37	10:41	10:48	10:51
10:49	10:57	11:07	11:11	11:18	11:21
11:19	11:27	11:37	11:41	11:48	11:51
11:56	12:04 <sup>AM</sup>	12:14	12:18	12:25	12:28

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# Route 550 To Bellevue

EFFECTIVE SEPTEMBER 22, 2018 THROUGH MARCH 22, 2019

Eastbound					Sunday
9th Ave at Pine St	International District Station Bay D	Mercer Island P&R*	South Bellevue*	Bellevue TC Bay 12*	110th Ave NE & NE 10th St*
①	②	③	④	⑤	⑥
6:02AM	6:10	6:21	6:25	6:32	6:35
6:32	6:40	6:51	6:55	7:02	7:05
7:04	7:12	7:23	7:27	7:34	7:37
7:34	7:42	7:53	7:57	8:04	8:07
8:04	8:12	8:23	8:27	8:34	8:37
8:34	8:42	8:53	8:57	9:04	9:07
9:06	9:14	9:25	9:31	9:40	9:43
9:36	9:44	9:55	10:01	10:10	10:14
10:05	10:13	10:25	10:31	10:40	10:44
10:35	10:43	10:55	11:01	11:10	11:14
11:05	11:13	11:25	11:31	11:41	11:45
11:35	11:43	11:55	<b>12:01</b>	<b>12:11</b>	<b>12:15</b>
<b>12:05PM</b>	<b>12:13</b>	<b>12:25</b>	<b>12:31</b>	<b>12:41</b>	<b>12:45</b>
<b>12:35</b>	<b>12:43</b>	<b>12:55</b>	<b>1:01</b>	<b>1:11</b>	<b>1:15</b>
<b>1:05</b>	<b>1:13</b>	<b>1:25</b>	<b>1:31</b>	<b>1:41</b>	<b>1:45</b>
<b>1:35</b>	<b>1:43</b>	<b>1:55</b>	<b>2:01</b>	<b>2:11</b>	<b>2:15</b>
<b>2:05</b>	<b>2:13</b>	<b>2:25</b>	<b>2:31</b>	<b>2:41</b>	<b>2:45</b>
<b>2:35</b>	<b>2:43</b>	<b>2:55</b>	<b>3:01</b>	<b>3:11</b>	<b>3:15</b>
<b>3:05</b>	<b>3:13</b>	<b>3:25</b>	<b>3:31</b>	<b>3:41</b>	<b>3:45</b>
<b>3:35</b>	<b>3:43</b>	<b>3:55</b>	<b>4:01</b>	<b>4:11</b>	<b>4:15</b>
<b>4:05</b>	<b>4:13</b>	<b>4:25</b>	<b>4:31</b>	<b>4:41</b>	<b>4:45</b>
<b>4:35</b>	<b>4:43</b>	<b>4:55</b>	<b>5:01</b>	<b>5:11</b>	<b>5:15</b>
<b>5:05</b>	<b>5:13</b>	<b>5:25</b>	<b>5:31</b>	<b>5:41</b>	<b>5:45</b>
<b>5:35</b>	<b>5:43</b>	<b>5:55</b>	<b>6:01</b>	<b>6:11</b>	<b>6:15</b>
<b>6:05</b>	<b>6:13</b>	<b>6:25</b>	<b>6:31</b>	<b>6:41</b>	<b>6:45</b>
<b>6:51</b>	<b>6:59</b>	<b>7:11</b>	<b>7:17</b>	<b>7:26</b>	<b>7:29</b>
<b>7:19</b>	<b>7:27</b>	<b>7:39</b>	<b>7:43</b>	<b>7:51</b>	<b>7:54</b>
<b>7:49</b>	<b>7:57</b>	<b>8:08</b>	<b>8:12</b>	<b>8:20</b>	<b>8:23</b>
<b>8:19</b>	<b>8:27</b>	<b>8:38</b>	<b>8:42</b>	<b>8:50</b>	<b>8:53</b>
<b>8:49</b>	<b>8:57</b>	<b>9:08</b>	<b>9:12</b>	<b>9:20</b>	<b>9:23</b>
<b>9:19</b>	<b>9:27</b>	<b>9:38</b>	<b>9:42</b>	<b>9:49</b>	<b>9:52</b>
<b>9:50</b>	<b>9:58</b>	<b>10:08</b>	<b>10:12</b>	<b>10:19</b>	<b>10:22</b>
<b>10:20</b>	<b>10:28</b>	<b>10:38</b>	<b>10:42</b>	<b>10:49</b>	<b>10:52</b>
<b>10:50</b>	<b>10:58</b>	<b>11:08</b>	<b>11:12</b>	<b>11:19</b>	<b>11:22</b>
<b>11:20</b>	<b>11:28</b>	<b>11:38</b>	<b>11:42</b>	<b>11:49</b>	<b>11:52</b>
<b>11:57</b>	12:05AM	12:15	12:19	12:26	12:29

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**To Issaquah via Eastgate**

Eastbound								Weekday
4th & Lenora	2nd & Seneca	2nd Ave S at Yesler Way*	Rainier & Charles*	Mercer Island P&R*	Eastgate Fwy Station Bay 4*	Issaquah TC Bay 6*	Sunset at Rainier Blvd*	Issaquah Highlands P&R Bay 3*
1	2b	3b	4	5	6	7	8	9
5:19AM	5:22	5:26	5:33	5:40	5:46	5:55	6:01	6:06
5:52	5:55	5:59	6:06	6:13	6:19	6:28	6:34	6:39
6:19	6:22	6:26	6:34	6:42	6:48	6:57	7:04	7:09
6:54	6:57	7:02	7:10	7:19	7:25	7:34	7:42	7:48
7:25	7:28	7:33	7:43	7:53	8:01	8:11	8:19	8:25
7:55	7:58	8:03	8:13	8:23	8:31	8:41	8:49	8:55
8:25	8:28	8:33	8:43	8:53	9:01	9:11	9:18	9:24
8:45	8:48	8:53	9:03	9:13	9:21	9:31	9:38	9:44
9:04	9:08	9:13	9:23	9:33	9:39	9:49	9:56	10:02
9:24	9:28	9:33	9:43	9:52	9:58	10:08	10:15	10:21
9:44	9:48	9:53	10:03	10:12	10:18	10:28	10:35	10:41
10:09	10:13	10:18	10:28	10:37	10:43	10:53	11:00	11:06
10:34	10:38	10:43	10:53	11:02	11:08	11:18	11:25	11:31
10:59	11:03	11:08	11:18	11:27	11:33	11:43	11:50	11:56
11:24	11:28	11:33	11:43	11:52	11:58	<b>12:08</b>	<b>12:15</b>	<b>12:21</b>
11:49	11:53	11:58	<b>12:08</b>	<b>12:17</b>	<b>12:23</b>	<b>12:33</b>	<b>12:40</b>	<b>12:46</b>
<b>12:14PM</b>	<b>12:18</b>	<b>12:23</b>	<b>12:33</b>	<b>12:42</b>	<b>12:48</b>	<b>12:58</b>	<b>1:05</b>	<b>1:11</b>
<b>12:39</b>	<b>12:43</b>	<b>12:48</b>	<b>12:58</b>	<b>1:07</b>	<b>1:13</b>	<b>1:23</b>	<b>1:30</b>	<b>1:36</b>
<b>1:08</b>	<b>1:12</b>	<b>1:17</b>	<b>1:26</b>	<b>1:35</b>	<b>1:41</b>	<b>1:51</b>	<b>1:58</b>	<b>2:04</b>
<b>1:38</b>	<b>1:42</b>	<b>1:47</b>	<b>1:56</b>	<b>2:05</b>	<b>2:11</b>	<b>2:21</b>	<b>2:29</b>	<b>2:35</b>
<b>2:08</b>	<b>2:12</b>	<b>2:17</b>	<b>2:26</b>	<b>2:35</b>	<b>2:42</b>	<b>2:52</b>	<b>3:00</b>	<b>3:06</b>
<b>2:36</b>	<b>2:40</b>	<b>2:45</b>	<b>2:54</b>	<b>3:03</b>	<b>3:10</b>	<b>3:20</b>	<b>3:28</b>	<b>3:34</b>
<b>3:04</b>	<b>3:08</b>	<b>3:13</b>	<b>3:22</b>	<b>3:31</b>	<b>3:38</b>	<b>3:48</b>	<b>3:56</b>	<b>4:02</b>
<b>3:24</b>	<b>3:28</b>	<b>3:33</b>	<b>3:42</b>	<b>3:51</b>	<b>3:58</b>	<b>4:08</b>	<b>4:17</b>	<b>4:24</b>
<b>3:44</b>	<b>3:48</b>	<b>3:53</b>	<b>4:02</b>	<b>4:12</b>	<b>4:19</b>	<b>4:29</b>	<b>4:38</b>	<b>4:45</b>
<b>4:03</b>	<b>4:08</b>	<b>4:13</b>	<b>4:23</b>	<b>4:34</b>	<b>4:41</b>	<b>4:51</b>	<b>5:00</b>	<b>5:08</b>
<b>4:21</b>	<b>4:28</b>	<b>4:34</b>	<b>4:44</b>	<b>4:56</b>	<b>5:03</b>	<b>5:14</b>	<b>5:23</b>	<b>5:31</b>
<b>4:38</b>	<b>4:45</b>	<b>4:52</b>	<b>5:03</b>	<b>5:15</b>	<b>5:22</b>	<b>5:33</b>	<b>5:42</b>	<b>5:50</b>
<b>4:52</b>	<b>4:59</b>	<b>5:06</b>	<b>5:18</b>	<b>5:30</b>	<b>5:37</b>	<b>5:48</b>	<b>5:57</b>	<b>6:04</b>
<b>5:07</b>	<b>5:14</b>	<b>5:21</b>	<b>5:33</b>	<b>5:45</b>	<b>5:52</b>	<b>6:03</b>	<b>6:12</b>	<b>6:18</b>
<b>5:22</b>	<b>5:29</b>	<b>5:36</b>	<b>5:48</b>	<b>6:00</b>	<b>6:07</b>	<b>6:18</b>	<b>6:26</b>	<b>6:32</b>
<b>5:38</b>	<b>5:44</b>	<b>5:51</b>	<b>6:02</b>	<b>6:13</b>	<b>6:19</b>	<b>6:30</b>	<b>6:38</b>	<b>6:44</b>
<b>5:55</b>	<b>6:00</b>	<b>6:07</b>	<b>6:18</b>	<b>6:29</b>	<b>6:35</b>	<b>6:45</b>	<b>6:53</b>	<b>6:59</b>
<b>6:12</b>	<b>6:16</b>	<b>6:22</b>	<b>6:32</b>	<b>6:42</b>	<b>6:48</b>	<b>6:58</b>	<b>7:06</b>	<b>7:12</b>
<b>+6:29</b>	<b>6:32</b>	<b>6:37</b>	<b>6:45</b>	<b>6:55</b>	<b>7:01</b>	<b>7:11</b>	<b>7:18</b>	<b>7:24</b>
<b>6:45</b>	<b>6:48</b>	<b>6:53</b>	<b>7:01</b>	<b>7:10</b>	<b>7:16</b>	<b>7:26</b>	<b>7:33</b>	<b>7:39</b>
<b>7:06</b>	<b>7:09</b>	<b>7:14</b>	<b>7:22</b>	<b>7:31</b>	<b>7:37</b>	<b>7:47</b>	<b>7:53</b>	<b>7:59</b>
<b>+7:36</b>	<b>7:39</b>	<b>7:43</b>	<b>7:50</b>	<b>7:59</b>	<b>8:05</b>	<b>8:15</b>	<b>8:21</b>	<b>8:27</b>
<b>8:11</b>	<b>8:14</b>	<b>8:18</b>	<b>8:25</b>	<b>8:33</b>	<b>8:39</b>	<b>8:49</b>	<b>8:55</b>	<b>9:01</b>
<b>8:36</b>	<b>8:39</b>	<b>8:43</b>	<b>8:50</b>	<b>8:58</b>	<b>9:04</b>	<b>9:14</b>	<b>9:20</b>	<b>9:26</b>
<b>9:39</b>	<b>9:42</b>	<b>9:46</b>	<b>9:53</b>	<b>10:01</b>	<b>10:07</b>	<b>10:17</b>	<b>10:23</b>	<b>10:29</b>
<b>+10:44</b>	<b>10:47</b>	<b>10:51</b>	<b>10:58</b>	<b>11:06</b>	<b>11:12</b>	<b>11:22</b>	<b>11:28</b>	<b>11:34</b>
<b>+11:59</b>	<b>12:02AM</b>	<b>12:06</b>	<b>12:13</b>	<b>12:21</b>	<b>12:27</b>	<b>12:37</b>	<b>12:43</b>	<b>12:49</b>

+ Trips continue to Sammamish via Issaquah-Pine Lake Rd, South Sammamish Park-and-Ride, 228th Avenue and Redmond-Fall City Rd ending at 185th Avenue NE.

\* This is an estimated timepoint for public guidance only. Buses will proceed on arrival to the next timepoint. This may be before the time shown on the schedule.

**To Issaquah via Eastgate****Eastbound****Saturday**

Lenora & 4th	2nd & Seneca	2nd Ave S at Yesler Way*	Rainier & Charles*	Mercer Island P&R*	Eastgate Fwy Station Bay 4*	Issaquah TC Bay 6*	E Sunset Way at Rainier Blvd S*	Issaquah Highlands P&R Bay 3*
<b>1</b>	<b>2b</b>	<b>3b</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
6:19 <sup>AM</sup>	6:22	6:26	6:34	6:42	6:47	6:56	7:01	7:07
7:19	7:22	7:26	7:34	7:42	7:47	7:56	8:01	8:07
8:14	8:17	8:22	8:31	8:40	8:45	8:54	8:59	9:05
9:08	9:11	9:16	9:25	9:34	9:39	9:48	9:53	9:59
10:05	10:09	10:14	10:24	10:33	10:38	10:48	10:53	11:00
10:36	10:40	10:45	10:55	11:04	11:09	11:19	11:24	11:31
11:05	11:09	11:14	11:24	11:33	11:38	11:48	11:53	<b>12:00</b>
11:37	11:41	11:46	11:56	<b>12:05</b>	<b>12:10</b>	<b>12:20</b>	<b>12:25</b>	<b>12:32</b>
<b>12:06<sup>PM</sup></b>	<b>12:10</b>	<b>12:15</b>	<b>12:25</b>	<b>12:34</b>	<b>12:39</b>	<b>12:49</b>	<b>12:54</b>	<b>1:01</b>
<b>12:37</b>	<b>12:41</b>	<b>12:46</b>	<b>12:56</b>	<b>1:05</b>	<b>1:10</b>	<b>1:20</b>	<b>1:25</b>	<b>1:32</b>
<b>1:07</b>	<b>1:11</b>	<b>1:16</b>	<b>1:26</b>	<b>1:35</b>	<b>1:40</b>	<b>1:50</b>	<b>1:55</b>	<b>2:02</b>
<b>1:37</b>	<b>1:41</b>	<b>1:46</b>	<b>1:56</b>	<b>2:05</b>	<b>2:10</b>	<b>2:20</b>	<b>2:25</b>	<b>2:32</b>
<b>2:07</b>	<b>2:11</b>	<b>2:16</b>	<b>2:26</b>	<b>2:35</b>	<b>2:40</b>	<b>2:50</b>	<b>2:55</b>	<b>3:02</b>
<b>2:37</b>	<b>2:41</b>	<b>2:46</b>	<b>2:56</b>	<b>3:05</b>	<b>3:10</b>	<b>3:20</b>	<b>3:25</b>	<b>3:32</b>
<b>3:07</b>	<b>3:11</b>	<b>3:16</b>	<b>3:26</b>	<b>3:35</b>	<b>3:40</b>	<b>3:50</b>	<b>3:55</b>	<b>4:02</b>
<b>3:37</b>	<b>3:41</b>	<b>3:46</b>	<b>3:56</b>	<b>4:05</b>	<b>4:10</b>	<b>4:20</b>	<b>4:25</b>	<b>4:32</b>
<b>4:07</b>	<b>4:11</b>	<b>4:16</b>	<b>4:26</b>	<b>4:35</b>	<b>4:40</b>	<b>4:50</b>	<b>4:55</b>	<b>5:02</b>
<b>4:37</b>	<b>4:41</b>	<b>4:46</b>	<b>4:56</b>	<b>5:05</b>	<b>5:10</b>	<b>5:20</b>	<b>5:25</b>	<b>5:32</b>
<b>5:08</b>	<b>5:12</b>	<b>5:17</b>	<b>5:27</b>	<b>5:36</b>	<b>5:41</b>	<b>5:51</b>	<b>5:56</b>	<b>6:03</b>
<b>5:38</b>	<b>5:42</b>	<b>5:47</b>	<b>5:57</b>	<b>6:06</b>	<b>6:11</b>	<b>6:21</b>	<b>6:26</b>	<b>6:33</b>
<b>6:08</b>	<b>6:12</b>	<b>6:17</b>	<b>6:26</b>	<b>6:35</b>	<b>6:40</b>	<b>6:50</b>	<b>6:55</b>	<b>7:02</b>
<b>6:38</b>	<b>6:42</b>	<b>6:47</b>	<b>6:56</b>	<b>7:05</b>	<b>7:10</b>	<b>7:19</b>	<b>7:24</b>	<b>7:31</b>
<b>7:10</b>	<b>7:13</b>	<b>7:17</b>	<b>7:25</b>	<b>7:33</b>	<b>7:38</b>	<b>7:47</b>	<b>7:52</b>	<b>7:59</b>
<b>8:09</b>	<b>8:12</b>	<b>8:16</b>	<b>8:23</b>	<b>8:30</b>	<b>8:35</b>	<b>8:44</b>	<b>8:49</b>	<b>8:56</b>
<b>9:09</b>	<b>9:12</b>	<b>9:16</b>	<b>9:23</b>	<b>9:30</b>	<b>9:35</b>	<b>9:44</b>	<b>9:49</b>	<b>9:56</b>
<b>10:09</b>	<b>10:12</b>	<b>10:16</b>	<b>10:23</b>	<b>10:30</b>	<b>10:35</b>	<b>10:44</b>	<b>10:49</b>	<b>10:56</b>
<b>11:09</b>	<b>11:12</b>	<b>11:16</b>	<b>11:23</b>	<b>11:30</b>	<b>11:35</b>	<b>11:44</b>	<b>11:49</b>	<b>11:56</b>

\* This is an estimated timepoint for public guidance only. Buses will proceed on arrival to the next timepoint. This may be before the time shown on our schedule.

AB 5540

Exhibit 2

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**To Issaquah via Eastgate**

Eastbound								Sunday
Lenora & 4th	2nd & Seneca	2nd Ave S at Yesler Way*	Rainier & Charles*	Mercer Island P&R*	Eastgate Fwy Station Bay 4*	Issaquah TC Bay 6*	E Sunset at Rainier Blvd	Issaquah Highlands P&R Bay 3*
①	②b	③b	④	⑤	⑥	⑦	⑧	⑨
6:19 <sup>AM</sup>	6:22	6:26	6:34	6:42	6:47	6:56	7:01	7:07
7:19	7:22	7:26	7:34	7:42	7:47	7:56	8:01	8:07
8:16	8:19	8:24	8:33	8:42	8:47	8:56	8:59	9:07
9:15	9:18	9:23	9:32	9:41	9:46	9:55	9:53	10:07
10:12	10:16	10:21	10:31	10:40	10:45	10:55	10:53	11:07
10:42	10:46	10:51	11:01	11:10	11:15	11:25	11:24	11:37
11:12	11:16	11:21	11:31	11:40	11:45	11:55	11:53	<b>12:07</b>
11:42	11:46	11:51	<b>12:01</b>	<b>12:10</b>	<b>12:15</b>	<b>12:25</b>	<b>12:25</b>	<b>12:37</b>
<b>12:12<sup>PM</sup></b>	<b>12:16</b>	<b>12:21</b>	<b>12:31</b>	<b>12:40</b>	<b>12:45</b>	<b>12:55</b>	<b>12:54</b>	<b>1:07</b>
<b>12:42</b>	<b>12:46</b>	<b>12:51</b>	<b>1:01</b>	<b>1:10</b>	<b>1:15</b>	<b>1:25</b>	<b>1:25</b>	<b>1:37</b>
<b>1:12</b>	<b>1:16</b>	<b>1:21</b>	<b>1:31</b>	<b>1:40</b>	<b>1:45</b>	<b>1:55</b>	<b>1:55</b>	<b>2:07</b>
<b>1:42</b>	<b>1:46</b>	<b>1:51</b>	<b>2:01</b>	<b>2:10</b>	<b>2:15</b>	<b>2:25</b>	<b>2:25</b>	<b>2:37</b>
<b>2:12</b>	<b>2:16</b>	<b>2:21</b>	<b>2:31</b>	<b>2:40</b>	<b>2:45</b>	<b>2:55</b>	<b>2:55</b>	<b>3:07</b>
<b>2:42</b>	<b>2:46</b>	<b>2:51</b>	<b>3:01</b>	<b>3:10</b>	<b>3:15</b>	<b>3:25</b>	<b>3:25</b>	<b>3:37</b>
<b>3:12</b>	<b>3:16</b>	<b>3:21</b>	<b>3:31</b>	<b>3:40</b>	<b>3:45</b>	<b>3:55</b>	<b>3:55</b>	<b>4:07</b>
<b>3:42</b>	<b>3:46</b>	<b>3:51</b>	<b>4:01</b>	<b>4:10</b>	<b>4:15</b>	<b>4:25</b>	<b>4:25</b>	<b>4:37</b>
<b>4:12</b>	<b>4:16</b>	<b>4:21</b>	<b>4:31</b>	<b>4:40</b>	<b>4:45</b>	<b>4:55</b>	<b>4:55</b>	<b>5:07</b>
<b>4:42</b>	<b>4:46</b>	<b>4:51</b>	<b>5:01</b>	<b>5:10</b>	<b>5:15</b>	<b>5:25</b>	<b>5:25</b>	<b>5:37</b>
<b>5:12</b>	<b>5:16</b>	<b>5:21</b>	<b>5:31</b>	<b>5:40</b>	<b>5:45</b>	<b>5:55</b>	<b>5:56</b>	<b>6:07</b>
<b>5:42</b>	<b>5:46</b>	<b>5:51</b>	<b>6:01</b>	<b>6:10</b>	<b>6:15</b>	<b>6:25</b>	<b>6:26</b>	<b>6:37</b>
<b>6:10</b>	<b>6:14</b>	<b>6:19</b>	<b>6:28</b>	<b>6:37</b>	<b>6:42</b>	<b>6:52</b>	<b>6:55</b>	<b>7:04</b>
<b>6:37</b>	<b>6:41</b>	<b>6:46</b>	<b>6:55</b>	<b>7:04</b>	<b>7:09</b>	<b>7:18</b>	<b>7:24</b>	<b>7:30</b>
<b>7:09</b>	<b>7:12</b>	<b>7:16</b>	<b>7:24</b>	<b>7:32</b>	<b>7:37</b>	<b>7:46</b>	<b>7:52</b>	<b>7:58</b>
<b>8:11</b>	<b>8:14</b>	<b>8:18</b>	<b>8:25</b>	<b>8:32</b>	<b>8:37</b>	<b>8:46</b>	<b>8:49</b>	<b>8:58</b>
<b>9:11</b>	<b>9:14</b>	<b>9:18</b>	<b>9:25</b>	<b>9:32</b>	<b>9:37</b>	<b>9:46</b>	<b>9:49</b>	<b>9:58</b>
<b>10:11</b>	<b>10:14</b>	<b>10:18</b>	<b>10:25</b>	<b>10:32</b>	<b>10:37</b>	<b>10:46</b>	<b>10:49</b>	<b>10:58</b>
<b>11:11</b>	<b>11:14</b>	<b>11:18</b>	<b>11:25</b>	<b>11:32</b>	<b>11:37</b>	<b>11:46</b>	<b>11:49</b>	<b>11:58</b>

\* This is an estimated timepoint for public guidance only. Buses will proceed on arrival to the next timepoint. This may be before the time shown on our schedule.

AB 5540

Exhibit 2

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# 204 WEEKDAY/Entre semana

**TO DOWNTOWN SEATTLE →**

South Mercer Isl	SE 40th St & Island Crest Way	N Mercer Way & 80th Ave SE (westbound)	TUNNEL	Downtown Seattle University Street Station	9th Ave & Pine St
<b>ROUTE 204</b>					
5:50-6:20 6:50-7:20	6:03 7:03	6:088 7:098	6:12 7:13	6:26 7:30	6:31 7:36
7:20-7:51 8:24-8:54	7:34 8:38	7:408 8:448	7:43 8:53	8:00 9:10	8:06 9:15
8:54-9:54 10:54	9:04 11:03	9:108 11:098	9:17 11:21	9:34 11:38	9:39 11:43
11:54-12:54 1:54-2:54	12:03 2:03	12:098 2:098	12:21 2:20	12:38 2:37	12:43 2:42
2:54-3:54 4:56-5:29	3:03 5:05	3:098 5:128	3:22 5:14	3:39 5:34	3:46 5:41
5:29-5:59 6:29	5:38 6:38	5:458 6:438	5:54 6:52	6:14 7:11	6:21 7:16

AM – Lighter Type    PM – Darker Type

**TO MERCER ISLAND →**

Downtown Seattle	TUNNEL	North Mercer Island P&H	SE 40th St & Island Crest Way	South Mercer Isl
<b>ROUTE 550</b>				
9th Ave & Pine St	University St Station Bay D	80th Ave SE & N Mercer Way (eastbound)	6:15 6:45 7:11	6:23 6:58 7:39
5:56 6:25 6:51	6:00 6:29 6:53	6:15 6:45 7:11	6:23 6:58 7:29	6:37 7:07 7:39
7:23 7:53 8:57	7:27 7:57 9:01	7:47 8:17 9:20	8:02 8:32 9:31	8:12 8:42 9:41
10:00 10:47 11:47	10:04 10:51 11:51	10:23 11:09 12:09	10:32 11:32 12:32	10:42 11:42 12:42
12:47 2:01 2:35	12:51 2:05 2:39	1:09 2:23 3:18	1:27 2:32 3:28	1:42 2:42 3:42
3:55 4:25 4:52	3:59 4:29 4:56	4:20 4:50 5:17	4:25 4:55 5:25	4:46 5:18 5:46
5:27 5:34	5:31 5:38	5:52 6:00	6:00 6:08	6:18 7:21

AM – Lighter Type    PM – Darker Type

## Timetable Symbols

- B** - Route begins/ends northbound on 76th Ave SE & SE 24th St.
- G** - From Island Crest Way & SE 68th St, travels via Island Crest Way, SE 78th St and 84th Ave SE to South Mercer Island OFC shopping center.
- J** - Travels via 84th Ave SE and SE 78th St to Island Crest Way.

## Simbolo del programa

† - Estimated time. Tiempo estimado.

## Holiday Information/

## Información sobre feriados

There is no service on these routes on weekdays or the following holidays. No hay servicio en estas rutas los fines de semana ni el siguiente feriados:

Thanksgiving	Nov. 22
Día de acción de gracias	el 22 de noviembre
Christmas	Dec. 25
Navidad	el 25 de diciembre
New Year	Jan. 1, 2019
Año nuevo	el 1 de enero de 2019

This paper uses minimum 30% post-consumer fibers, acid and chlorine free. Inks: Environmentally sensitive vegetable-based.

## Metro Customer Services

Metro has two customer service offices in downtown Seattle to serve you.

<b>King Street Center</b> 201 S Jackson St Monday-Friday 8:30 a.m. - 4:30 p.m.	<b>Transit Tunnel</b> Westlake Station Monday-Friday business days each month 8:30 a.m. - 4:30 p.m.
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Customer Service (general information, trip planning, comments and lost & found)

Seattle metro calling area	206-553-3000
Toll Free	1-800-542-7876
Hearing Impaired	WA Relay: 711
Metro website / Trip Planner	www.kingcounty.gov/metro
Next Bus? Text your stop # to	62550
Carpool/Vanpool	206-625-4500
Hearing Impaired	WA Relay: 1-800-853-6388
Community Transit	1-800-562-1375
Pierce Transit	1-800-562-8109

## How to Pay

At all times, pay your fare when you board the bus. Pay with cash (exact fare; drivers do not carry change), ticket or with a convenient regional ORCA card. Show your activated Transit GO Ticket (mobile ticket) or valid transfer to the driver. Metro transfers are valid on Metro, only. See "How to pay" on Metro's website for more information.

Pague su pasaje al abordar el autobús. Pague en efectivo (cantidad exacta; los conductores no tienen cambio), con tarjeta regional ORCA o muestre su boleto. Muestre su Transit GO Ticket activado (boleto electrónico) o su boleto transferible al conductor. Las transferencias son válidas sólo en Metro. Para mayor información, vea "Cómo pagar" en la página web de Metro.

## What To Pay

<b>Adults</b> (19 and older)	\$2.75
<b>Youth</b> (6-18 yrs)	\$1.50
<b>ORCA LIFT Fare*</b>	\$1.50
<b>RRFP cardholders</b> (registered seniors, Medicare, disabled)	\$1.00
<b>Children</b> (thru age 5)	Four may ride free with person paying adult fare

\*Income Qualified

## Cuánto pagar

<b>Adultos</b> (19 años y mayor)	\$2.75
<b>Jóvenes</b> (6-18 años)	\$1.50
<b>Tarifa ORCA LIFT*</b>	\$1.50
<b>Titulares de tarjetas RRFP</b> (personas mayores registradas, Medicare, discapacitados)	\$1.00
<b>Niños</b> (hasta los 5 años)	Pueden viajar hasta cuatro con una persona que pague la tarifa de adulto.

\*Ingresos que reúnan los requisitos

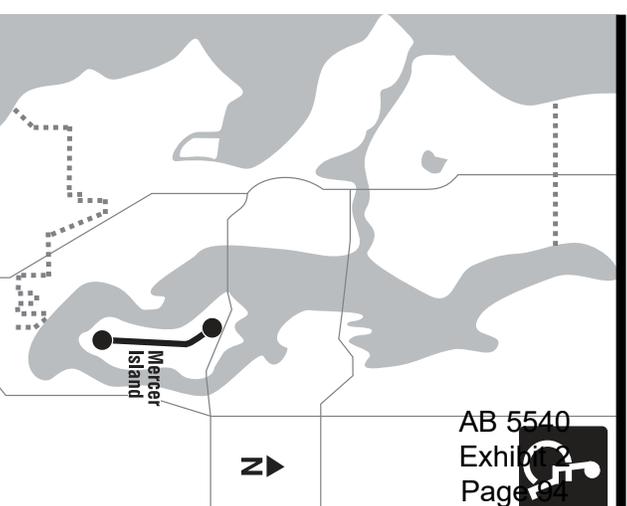
At all times, the adult fare on routes 550 and 554 is \$2.75.

# 201, 204

(Includes partial service on Route 550)

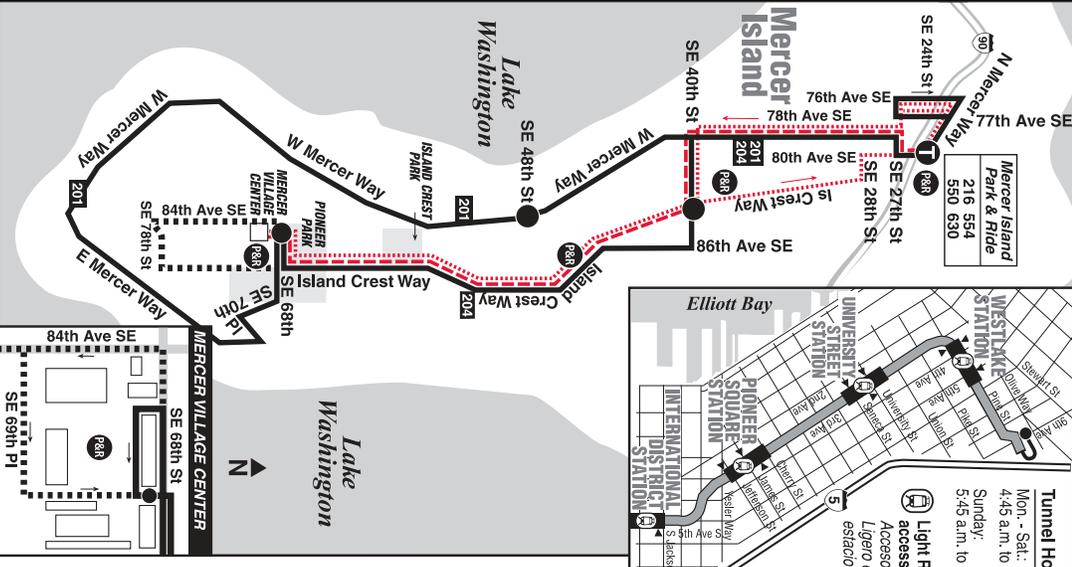
## Mercer Island

September 22, 2018 thru March 22, 2019  
Del 22 de septiembre de 2018 al 22 de marzo de 2019



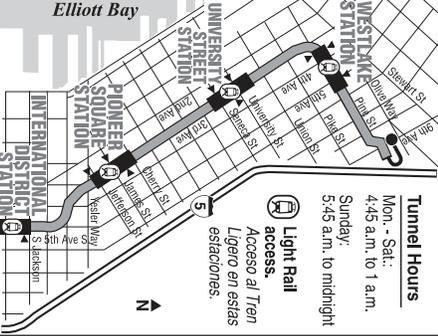
King County  
**METRO**

**Routes 201, 204**



**Interpreter**  
 Interpretes  
 Телеработчик  
 Телеработчик  
 Thông Dịch Viên

**DOWNTOWN SEATTLE – Route 550**  
*When Turns Is Open*



**Tunnel Hours**  
 Mon - Sat: 4:43 a.m. to 1 a.m.  
 Sunday: 5:45 a.m. to midnight

**Light Rail access.**  
 Acceso al Tren Ligero en estas estaciones.

**MAP LEGEND / LEYENDA DEL MAPA**  
 Makes all regular stops. Hace todas las paradas regulares.  
 Partial routing. See symbols G and J. Enrutamiento parcial. Ver los símbolos G y J.  
 Tunnel routing. Entrada a la estación de túnel. Servirá las estaciones. Sigue a todas las estaciones.  
 Tunnel station entrance. Entrada a la estación de túnel.  
 Route 201 snow route. Ruta 201 de nieve.  
 Route 204 snow route. Ruta 204 de nieve.  
**TIME POINT / PUNTO DE TIEMPO:**  
 Street intersection from which departure times are shown on the schedules. Intersección de la calle desde donde se muestran los horarios de salida.  
**TIME POINT & TRANSFER POINT / TIEMPO Y PUNTO DE TRANSFERENCIA**  
 PARK & RIDE: Free parking area. Zona de estacionamiento gratis.  
 Landmark: El punto de referencia.

**Snow/Emergency Service**  
**Servicio de emergencial/nieve**

During most snow conditions, these routes will operate via the snow routing shown in this timetable. In the rare event that Metro declares an emergency, they will not operate. Visit [kingcounty.gov/metro/snow](http://kingcounty.gov/metro/snow) and sign up for Transit Alerts to stay informed during adverse conditions.

*Durante la mayoría de las condiciones de nieve, estas rutas operarán por la ruta para nevadas que se muestran en este programa. En el caso poco frecuente que Metro declare una emergencia, no operará. Visite [kingcounty.gov/metro/snow](http://kingcounty.gov/metro/snow) y regístrese para recibir Alertas de tránsito y manténgase informado durante las condiciones adversas.*

**Accessible Formats**

People with disabilities who need this information in accessible formats may call 206-477-6066 (voice) or WA Relay: 711.

**201 WEEKDAY/Entre semana**

To MERCER ISLAND P&R, DOWNTOWN SEATTLE →

South	Mercer Island Park & Ride	Seattle TUNNEL
Mercer Island Village Center	SE 48th St & W Mercer Way	University Street Station
<b>ROUTE 201</b>	<b>ROUTE 550</b>	
7:00H 7:40H	7:12H 7:52H	7:20H 7:59H 7:23 8:03 7:40 8:20

← To MERCER ISLAND P&R, DOWNTOWN SEATTLE

**Timetable Symbols**

H - This trip does NOT operate on Nov. 12 & 23, Dec. 24, 26-28 & 31, Jan. 21 and Feb. 18.  
**Símbolo del programa**  
 † - Estimated time. *Tiempo estimado*

**Online Trip Planning**

Use Metro's online Trip Planner to plan trips on scheduled service in King, Pierce and Snohomish counties. It provides details on transit stops, routes and schedules. Trip Planner itineraries do not include service disruptions and reroutes caused by weather, emergencies, traffic, events or construction.

Trip Planner includes Metro Transit, Pierce Transit, Community Transit, Everett Transit, ST Express buses, Link light rail, Sounder commuter rail, King County Water Taxi, Washington State Ferries, the Seattle Center Monorail, and Seattle Streetcar. [www.kingcounty.gov/triplanner](http://www.kingcounty.gov/triplanner)

**Text for Bus Times**

If you want bus arrival times at your stop, both scheduled times and real times, try Metro's new texting tool for getting up to the next three trips of any route that serves your bus stop. Simply text your bus stop number to 62550 and follow the prompts. Bus stop numbers can be found at all Metro bus stops, via Metro's Trip Planner, the Puget Sound Trip Planner app, on Metro timetables (at timepoints, only; space available), and on Metro's website, [kingcounty.gov/metro](http://kingcounty.gov/metro).

**Metro Customer Service**

206-553-3000

**550 WEEKDAY/Entre semana**

To MERCER ISLAND →

Downtown Seattle TUNNEL	Mercer Island Park & Ride	South Mercer Island
University St Station Bay D	80th Ave SE & N Mercer Way	W Mercer Way & SE 48th St
<b>ROUTE 550</b>	<b>ROUTE 550</b>	<b>ROUTE 201</b>
6:00	6:21	6:26H 6:34H 6:51H

← To MERCER ISLAND

**550 WEEKDAY/Entre semana**

To BELLEVUE → Mercer Island Park & Ride	To N MERCER ISLAND → Bellevue Transit Center	To N MERCER ISLAND → Bellevue Transit Center Bay 9	Mercer Island
N Mercer Way & 80th Ave SE (eastbound)	108th Ave NE & NE 6th St	NE 6th St & 108th Ave NE	80th Ave SE & N Mercer Way (westbound)
6:15†	6:29†	5:57	6:12†
6:45†	7:00†	6:08	6:23†
7:11†	7:27†	6:32	6:48†
7:25†	7:41†	7:01	7:01†
8:07†	8:23†	7:31	7:31†
8:17†	8:33†	8:01	8:01†
8:52†	9:08†	9:00	9:00†
9:20†	9:37†	10:05	10:05†
10:22†	10:40†	11:05	11:05†
11:24†	11:40†	12:05	12:05†
12:24†	12:40†	1:05	1:20†
1:24†	1:40†	2:05	2:20†
2:23†	2:39†	3:05	3:20†
3:18†	3:34†	4:11	3:37†
4:20†	4:37†	4:23	4:30†
4:50†	5:07†	4:55	4:42†
5:17†	5:36†	5:35	5:14†
5:52†	6:10†		5:54†
6:21†	6:37†		

**Need more information or assistance?**

- Visit Metro online at [kingcounty.gov/metro](http://kingcounty.gov/metro)
- Call Metro's Customer Information Office, 206-553-3000, Mon-Fri except major holidays (2018: Nov 12, 22, 23, Dec. 25; 2019: Jan. 1, 21, Feb. 18).
- 6 a.m. - 8 p.m. for trip planning assistance
- 8 a.m. - 5 p.m. for ORCA assistance and customer comments

# 216, 218, 219 WEEKDAY/Ente semana

Route	Stop #	Stop Name										
Downtown Seattle	218	2:37	2:48	2:53	—	—	3:32	—	—	—	—	—
	218	2:52	3:03	3:08	—	—	3:47	—	—	—	—	—
	218	3:07	3:18	3:23	3:38	3:45	3:57	4:04	—	—	—	4:28
	218	3:22	3:33	3:38	—	—	4:17	—	—	—	—	—
	218	3:28	3:39	3:44	—	—	4:23	—	—	—	—	5:01
	218	3:34	3:45	3:50	—	—	4:29	—	—	—	—	—
	218	3:37	3:48	3:53	—	—	4:31	—	—	—	—	—
	218	4:03	4:14	4:19	4:29	4:37	4:51	4:59	—	—	—	—
	218	4:18	4:29	4:34	—	—	5:08	—	—	—	—	—
	218	4:25	4:36	4:41	4:51	5:04	5:18	5:26	—	—	—	—
Mercer Island	218	4:31	4:42	4:47	4:57	5:04	5:18	5:26	—	—	—	—
	218	4:38	4:49	4:54	—	—	5:28	—	—	—	—	—
	218	4:43	4:54	4:59	—	—	5:35	—	—	—	—	—
	218	4:49	5:00	5:05	—	—	5:42	—	—	—	—	—
	218	4:55	5:06	5:11	—	—	5:48	—	—	—	—	—
	218	5:01	5:12	5:17	—	—	5:54	—	—	—	—	—
	218	5:07	5:18	5:23	—	—	6:00	—	—	—	—	—
	218	5:14	5:25	5:30	—	—	6:06	—	—	—	—	—
	218	5:20	5:31	5:36	—	—	6:12	—	—	—	—	—
	218	5:26	5:37	5:42	—	—	6:18	—	—	—	—	—
Eastgate Station	218	5:32	5:43	5:48	—	—	6:24	—	—	—	—	—
	218	5:38	5:49	5:54	—	—	6:30	—	—	—	—	—
	218	5:44	5:55	6:00	—	—	6:36	—	—	—	—	—
	218	5:50	6:01	6:06	—	—	6:42	—	—	—	—	—
	218	5:56	6:07	6:12	—	—	6:48	—	—	—	—	—
	218	6:02	6:13	6:18	—	—	6:54	—	—	—	—	—
	218	6:08	6:19	6:24	—	—	7:00	—	—	—	—	—
	218	6:14	6:25	6:30	—	—	7:06	—	—	—	—	—
	218	6:20	6:31	6:36	—	—	7:12	—	—	—	—	—
	218	6:26	6:37	6:42	—	—	7:18	—	—	—	—	—
Issaquah Highlands	218	6:32	6:43	6:48	—	—	7:24	—	—	—	—	—
	218	6:38	6:49	6:54	—	—	7:30	—	—	—	—	—
	218	6:44	6:55	7:00	—	—	7:36	—	—	—	—	—
	218	6:50	7:01	7:06	—	—	7:42	—	—	—	—	—
	218	6:56	7:07	7:12	—	—	7:48	—	—	—	—	—
	218	7:02	7:13	7:18	—	—	7:54	—	—	—	—	—
	218	7:08	7:19	7:24	—	—	8:00	—	—	—	—	—
	218	7:14	7:25	7:30	—	—	8:06	—	—	—	—	—
	218	7:20	7:31	7:36	—	—	8:12	—	—	—	—	—
	218	7:26	7:37	7:42	—	—	8:18	—	—	—	—	—
Sammamish	218	7:32	7:43	7:48	—	—	8:24	—	—	—	—	—
	218	7:38	7:49	7:54	—	—	8:30	—	—	—	—	—
	218	7:44	7:55	8:00	—	—	8:36	—	—	—	—	—
	218	7:50	8:01	8:06	—	—	8:42	—	—	—	—	—
	218	7:56	8:07	8:12	—	—	8:48	—	—	—	—	—
	218	8:02	8:13	8:18	—	—	8:54	—	—	—	—	—
	218	8:08	8:19	8:24	—	—	9:00	—	—	—	—	—
	218	8:14	8:25	8:30	—	—	9:06	—	—	—	—	—
	218	8:20	8:31	8:36	—	—	9:12	—	—	—	—	—
	218	8:26	8:37	8:42	—	—	9:18	—	—	—	—	—
Redmond	218	8:32	8:43	8:48	—	—	9:24	—	—	—	—	—
	218	8:38	8:49	8:54	—	—	9:30	—	—	—	—	—
	218	8:44	8:55	9:00	—	—	9:36	—	—	—	—	—
	218	8:50	9:01	9:06	—	—	9:42	—	—	—	—	—
	218	8:56	9:07	9:12	—	—	9:48	—	—	—	—	—
	218	9:02	9:13	9:18	—	—	9:54	—	—	—	—	—
	218	9:08	9:19	9:24	—	—	10:00	—	—	—	—	—
	218	9:14	9:25	9:30	—	—	10:06	—	—	—	—	—
	218	9:20	9:31	9:36	—	—	10:12	—	—	—	—	—
	218	9:26	9:37	9:42	—	—	10:18	—	—	—	—	—
Bear Creek P&R	218	9:32	9:43	9:48	—	—	10:24	—	—	—	—	—
	218	9:38	9:49	9:54	—	—	10:30	—	—	—	—	—
	218	9:44	9:55	10:00	—	—	10:36	—	—	—	—	—
	218	9:50	10:01	10:06	—	—	10:42	—	—	—	—	—
	218	9:56	10:07	10:12	—	—	10:48	—	—	—	—	—
	218	10:02	10:13	10:18	—	—	10:54	—	—	—	—	—
	218	10:08	10:19	10:24	—	—	11:00	—	—	—	—	—
	218	10:14	10:25	10:30	—	—	11:06	—	—	—	—	—
	218	10:20	10:31	10:36	—	—	11:12	—	—	—	—	—
	218	10:26	10:37	10:42	—	—	11:18	—	—	—	—	—

## VanShare You know a good thing when you ride!

Let VanShare bridge the gap in your commute. Starting a vanshare is simple. You just need the people including a volunteer driver. Use it to make the connection to your final destination from any transit or paratransit terminal.

To start a VanShare, phone us at 206-625-4500 or e-mail us at VanShare@kingcounty.gov. Link to our web page through Metro at kingcounty.gov/metro

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- 8 a.m. - 5 p.m. for ORCA assistance and customer comments



## ORCA Card

Metro Transit and eight other Puget Sound transportation agencies (Community Transit, Everett Transit, Kitsap Transit, Pierce Transit, Sound Transit, Seattle Streetcar, King County Water, Taxi and Washington State Ferries) use a common fare-payment system called ORCA (One Regional Card for All). The ORCA card works as cash or a pass, and it automatically tracks the value of your fares and transfers. Letting you move easily between the participating transportation systems.

Get your ORCA card online at [www.orcacard.com](http://www.orcacard.com), by phone at 1-888-988-6722 (ORCA) or WA Relay: 711 (1-888-989-6368), at ticket vending machines in Sounder and Link rail stations or at one of the transit agency customer service offices. The ORCA website also provides information on how to use the card, as well as locations at which they can be refilled with a new pass or additional cash.

## Online Trip Planning

Use Metro's online Trip Planner to plan trips on scheduled services in King, Pierce and Snohomish counties. It provides details on transit stops, routes and schedules. Trip Planner itineraries do not include service disruptions and reroutes caused by weather, emergencies, traffic, events or construction.

Tip Planner includes Metro Transit, Pierce Transit, Community Transit, Everett Transit, ST Express buses, Link light rail, Sounder commuter rail, King County Water Taxi, Washington State Ferries, the Seattle Center Monorail, and Seattle Streetcar.

## Bike & Ride

Metro buses have bike racks that hold three bikes. The racks are easy to use, at no extra cost. Just follow the simple instructions posted near the rack. You may board or indicate your bike anytime at all regular Metro bus stops, including downtown Seattle and the transit tunnel.

## Metro Customer Services

Metro has two customer service offices in downtown Seattle to serve you.

**King Street Center** Transit Tunnel  
**201 S Jackson St** Westlake Station  
 Monday-Friday Last four / first four business days each month  
 8:30 a.m. - 4:30 p.m.  
 8:30 a.m. - 4:30 p.m.

**Lost & Found**  
 Monday-Friday  
 8:30 a.m. - 1 p.m.  
 2 p.m. - 4:30 p.m.

At both locations buy ORCA cards, bus passes, senior permits and taxi scrip, and get information about bus service. Only the King Street Center office registers applicants for disability permits and provides lost-item return service on weekdays.

Customer Service (general information, trip planning, comments and lost & found)  
 206-553-3000  
 Seattle metro calling area ..... 1-800-542-7876  
 Toll Free ..... WA Relay: 711  
 Hearing impaired ..... WA Relay: 711  
 Metro website / Trip Planner  
[www.kingcounty.gov/metro](http://www.kingcounty.gov/metro)  
 Next Bus? Text your stop # to ..... 62550  
 Carpool/Vanpool ..... 206-625-4500  
 Hearing impaired ..... 1-800-562-8109  
 Pierce Transit ..... WA Relay: 1-800-833-6388  
 Community Transit ..... 1-800-562-1375

**Interpreter** 94A hmt.ct.m

Interpreters 94A hmt.ct.m

Depeceorquik 94A hmt.ct.m

Tuñubaaan 94A hmt.ct.m

Thöng Dich Vien 94A hmt.ct.m

**RIDER ALERT**

This symbol indicates a change in service. Watch for it in buses, at bus stops, and at timetable displays.

**Accessible Formats**

People with disabilities who need this information in accessible formats may call 206-477-6066 (voice) or WA Relay: 711.

## How to Pay

At all times, pay your fare when you board the bus. Pay with cash (exact fare; drivers do not carry change), ticket or with a convenient regional ORCA card. Show your activated Transit GO Ticket (mobile ticket) or valid transfer to the driver. Metro transfers are valid on Metro, only. See "How to Pay" on Metro's website for more information.

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Payeur su pasaje al abordar el autobús. Pague en efectivo (cantidad exacta; los conductores no tienen cambio), con tarjeta regional ORCA o muestre su boleto. Muestre su Transit GO Ticket activado (boleto electrónico) o su boleto transferible al conductor. Las transferencias son válidas solo en Metro. Para mejor información, vea "Cómo pagar" en la página web de Metro.

## What To Pay

Adults (19 and older)	\$2.75
Youth (6-18 yrs)	\$1.50
ORCA LIFT Fare*	\$1.50
RRTP cardholders (registered seniors, Medicare, disabled)	\$1.00
Children (thru age 5)	Four may ride free with person paying adult fare

\*Home Qualified

The adult fare on Route 554 is \$3.25 at all times.

**Cuánto pagar**

Adultos (19 años y mayor)	\$2.75
Jóvenes (6-18 años)	\$1.50
Tarifa ORCA LIFT*	\$1.50
Titulares de tarjetas RRTP (personas mayores registradas, Medicare, discapacitadas)	\$1.00
Niños (hasta los 5 años)	Pueden viajar hasta cuatro con una persona que pague la tarifa de adulto

\*Ingresos que reúnan los requisitos

**Metro Customer Service**  
 206-553-3000

# 216, 218, 219

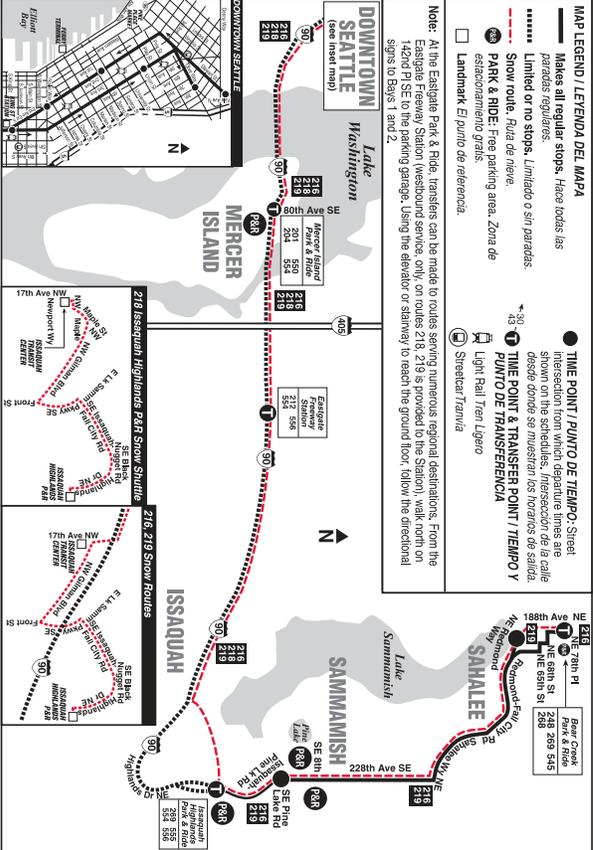
Bear Creek P&R, Redmond, Sammamish, Issaquah, Eastgate, Mercer Island, Downtown Seattle

**September 22, 2018 thru March 22, 2019**  
 Del 22 de septiembre de 2018 al 22 de marzo de 2019

AB 5540

Exhibit 2

King County METRO



**MAP LEGEND / LEYENDA DEL MAPA**

- Makes all regular stops. Hace todas las paradas regulares.
- Limited or no stops. Limitado o sin paradas.
- Snow route. Ruta de nieve.
- PARK & RIDE: Free parking area. Zona de estacionamiento gratis.
- Landmark. El punto de referencia.
- TIME POINT / PUNTO DE TIEMPO: Street intersection from which departure times are shown on the schedule. Intersección de la calle desde donde se muestran los horarios de salida.
- TIME POINT & TRANSFER POINT / TIEMPO Y PUNTO DE TRANSFERENCIA: Light Rail, Train, Light Rail, Tren Ligero
- Streetcar/Trolley

Note: At the Eastgate Park & Ride, transfers can be made to routes serving numerous regional destinations. From the Eastgate Freeway Station westbound service only, on routes 216, 219 is provided to reach the ground floor. Using the elevator or stairway to reach the ground floor. Follow the directional signs to Bays 1 and 2.

**216, 218, 219 WEEKDAY/Entre semana**

TO DOWNTOWN SEATTLE →

Route	178th Pl NE	NE 78th Pl	Redmond	SE Pine Lake	Issaquah P&R, Bay 4	Eastgate Station	Mercer Island P&R	4th Ave S	4th Ave Olive Way
554	4:21	4:49	5:06	5:14	5:37	5:49	5:54	6:04	6:12
218	5:20	5:40	5:55	6:08	6:20	6:28	6:39	6:44	6:51
216	5:34	5:54	6:12	6:28	6:40	6:51	7:03	7:11	7:21
219	6:09	6:30	6:51	7:11	7:31	7:51	8:11	8:31	8:51
218	6:28	6:49	7:09	7:29	7:49	7:59	8:19	8:39	8:59
216	6:32	7:00	7:13	7:26	7:41	7:56	8:11	8:26	8:41
219	6:54	7:17	7:30	7:43	7:58	8:13	8:28	8:43	8:58
218	7:08	7:37	7:50	8:03	8:17	8:31	8:46	9:01	9:16
216	7:21	7:51	8:04	8:17	8:31	8:46	9:01	9:16	9:31
219	7:43	8:12	8:25	8:38	8:52	9:07	9:22	9:37	9:52
218	8:05	8:33	8:46	8:59	9:14	9:29	9:44	9:59	10:14
216	8:18	8:46	8:59	9:14	9:29	9:44	9:59	10:14	10:29
219	8:40	9:08	9:21	9:36	9:51	10:06	10:21	10:36	10:51
218	8:53	9:21	9:34	9:49	10:04	10:19	10:34	10:49	11:04
216	9:15	9:43	9:56	10:11	10:26	10:41	10:56	11:11	11:26
219	9:37	10:05	10:18	10:33	10:48	11:03	11:18	11:33	11:48
218	9:50	10:18	10:31	10:46	11:01	11:16	11:31	11:46	12:01
216	10:12	10:40	10:53	11:08	11:23	11:38	11:53	12:08	12:23
219	10:34	11:02	11:15	11:30	11:45	12:00	12:15	12:30	12:45
218	10:47	11:15	11:28	11:43	11:58	12:13	12:28	12:43	12:58
216	11:09	11:37	11:50	12:05	12:20	12:35	12:50	13:05	13:20
219	11:31	11:59	12:12	12:27	12:42	12:57	13:12	13:27	13:42
218	11:44	12:12	12:25	12:40	12:55	13:10	13:25	13:40	13:55
216	12:06	12:34	12:47	13:02	13:17	13:32	13:47	14:02	14:17
219	12:28	12:56	13:09	13:24	13:39	13:54	14:09	14:24	14:39
218	12:41	13:09	13:22	13:37	13:52	14:07	14:22	14:37	14:52
216	13:03	13:31	13:44	13:59	14:14	14:29	14:44	14:59	15:14
219	13:25	13:53	14:06	14:21	14:36	14:51	15:06	15:21	15:36
218	13:38	14:06	14:19	14:34	14:49	15:04	15:19	15:34	15:49
216	14:00	14:28	14:41	14:56	15:11	15:26	15:41	15:56	16:11
219	14:22	14:50	15:03	15:18	15:33	15:48	16:03	16:18	16:33
218	14:35	15:03	15:16	15:31	15:46	16:01	16:16	16:31	16:46
216	14:57	15:25	15:38	15:53	16:08	16:23	16:38	16:53	17:08
219	15:19	15:47	16:00	16:15	16:30	16:45	17:00	17:15	17:30
218	15:32	16:00	16:13	16:28	16:43	16:58	17:13	17:28	17:43
216	15:54	16:22	16:35	16:50	17:05	17:20	17:35	17:50	18:05
219	16:16	16:44	16:57	17:12	17:27	17:42	17:57	18:12	18:27
218	16:29	16:57	17:10	17:25	17:40	17:55	18:10	18:25	18:40
216	16:51	17:19	17:32	17:47	18:02	18:17	18:32	18:47	19:02
219	17:13	17:41	17:54	18:09	18:24	18:39	18:54	19:09	19:24
218	17:26	17:54	18:07	18:22	18:37	18:52	19:07	19:22	19:37
216	17:48	18:16	18:29	18:44	18:59	19:14	19:29	19:44	19:59
219	18:10	18:38	18:51	19:06	19:21	19:36	19:51	20:06	20:21
218	18:23	18:51	19:04	19:19	19:34	19:49	20:04	20:19	20:34
216	18:45	19:13	19:26	19:41	19:56	20:11	20:26	20:41	20:56
219	19:07	19:35	19:48	20:03	20:18	20:33	20:48	21:03	21:18
218	19:20	19:48	20:01	20:16	20:31	20:46	21:01	21:16	21:31
216	19:42	20:10	20:23	20:38	20:53	21:08	21:23	21:38	21:53
219	20:04	20:32	20:45	21:00	21:15	21:30	21:45	22:00	22:15
218	20:17	20:45	20:58	21:13	21:28	21:43	21:58	22:13	22:28
216	20:39	21:07	21:20	21:35	21:50	22:05	22:20	22:35	22:50
219	21:01	21:29	21:42	21:57	22:12	22:27	22:42	22:57	23:12
218	21:14	21:42	21:55	22:10	22:25	22:40	22:55	23:10	23:25
216	21:36	22:04	22:17	22:32	22:47	23:02	23:17	23:32	23:47
219	21:58	22:26	22:39	22:54	23:09	23:24	23:39	23:54	24:09
218	22:11	22:39	22:52	23:07	23:22	23:37	23:52	24:07	24:22
216	22:33	23:01	23:14	23:29	23:44	23:59	24:14	24:29	24:44
219	22:55	23:23	23:36	23:51	24:06	24:21	24:36	24:51	25:06
218	23:08	23:36	23:49	24:04	24:19	24:34	24:49	25:04	25:19
216	23:30	23:58	24:11	24:26	24:41	24:56	25:11	25:26	25:41
219	23:52	24:20	24:33	24:48	25:03	25:18	25:33	25:48	26:03
218	24:05	24:33	24:46	25:01	25:16	25:31	25:46	26:01	26:16
216	24:27	24:55	25:08	25:23	25:38	25:53	26:08	26:23	26:38
219	24:49	25:17	25:30	25:45	26:00	26:15	26:30	26:45	27:00
218	25:02	25:30	25:43	25:58	26:13	26:28	26:43	26:58	27:13
216	25:24	25:52	26:05	26:20	26:35	26:50	27:05	27:20	27:35
219	25:46	26:14	26:27	26:42	26:57	27:12	27:27	27:42	27:57
218	25:59	26:27	26:40	26:55	27:10	27:25	27:40	27:55	28:10
216	26:21	26:49	27:02	27:17	27:32	27:47	28:02	28:17	28:32
219	26:43	27:11	27:24	27:39	27:54	28:09	28:24	28:39	28:54
218	26:56	27:24	27:37	27:52	28:07	28:22	28:37	28:52	29:07
216	27:18	27:46	27:59	28:14	28:29	28:44	28:59	29:14	29:29
219	27:40	28:08	28:21	28:36	28:51	29:06	29:21	29:36	29:51
218	27:53	28:21	28:34	28:49	29:04	29:19	29:34	29:49	30:04
216	28:15	28:43	28:56	29:11	29:26	29:41	29:56	30:11	30:26
219	28:37	29:05	29:18	29:33	29:48	30:03	30:18	30:33	30:48
218	28:50	29:18	29:31	29:46	30:01	30:16	30:31	30:46	31:01
216	29:12	29:40	29:53	30:08	30:23	30:38	30:53	31:08	31:23
219	29:34	29:62	29:75	29:90	29:14	29:29	29:44	29:59	30:14
218	29:47	30:15	30:28	30:43	30:58	31:13	31:28	31:43	31:58
216	30:09	30:37	30:50	31:05	31:20	31:35	31:50	32:05	32:20
219	30:31	30:59	31:12	31:27	31:42	31:57	32:12	32:27	32:42
218	30:44	31:12	31:25	31:40	31:55	32:10	32:25	32:40	32:55
216	31:06	31:34	31:47	32:02	32:17	32:32	32:47	33:02	33:17
219	31:28	31:56	32:09	32:24	32:39	32:54	33:09	33:24	33:39
218	31:41	32:09	32:22	32:37	32:52	33:07	33:22	33:37	33:52
216	32:03	32:31	32:44	32:59	33:14	33:29	33:44	33:59	34:14
219	32:25	32:53	33:06	33:21	33:36	33:51	34:06	34:21	34:36
218	32:38	33:06	33:19	33:34	33:49	34:04	34:19	34:34	34:49
216	33:00	33:28	33:41	33:56	34:11	34:26	34:41	34:56	35:11
219	33:22	33:50	34:03	34:18	34:33	34:48	35:03	35:18	35:33
218	33:35	34:03	34:16	34:31	34:46	35:01	35:16	35:31	35:46
216	33:57	34:25	34:38	34:53	35:08	35:23	35:38	35:53	36:08
219	34:19	34:47	35:00	35:15	35:30	35:45	36:00	36:15	36:30
218	34:32	35:00	35:13	35:28	35:43	35:58	36:13	36:28	36:43
216	34:54	35:22	35:35	35:50	36:05	36:20	36:35	36:50	37:05
219	35:16	35:44	35:57	36:12	36:27	36:42	36:57	37:12	37:27
218	35:29	35:57	36:10	36:25	36:40	36:55	37:10	37:25	37:40
216	35:51	36:19	36:32	36:47	37:02	37:17	37:32	37:47	38:02
219	36:13	36:41	36:54	37:09	37:24	37:39	37:54	38:09	38:24
218	36:26	36:54	37:07	37:22	37:37	37:52	38:07	38:22	38:37
216	36:48	37:16	37:29	37:44	37:59	38:14	38:29	38:44	38:59
219	37:10	37:38	37:51	38:06	38:21	38:36	38:51	39:06	39:21
218	37:23								

## Route 630 Service Information

Route 630 offers you two transportation services: fixed and limited variable routing.

Route 630 provides variable service on a portion of Mercer Island at the following times:

- Monday-Friday 6:00 - 8:15 am, and 4:45 - 7:15 pm

### Reservations/Variable Routing

You can request off-route trips within the flexible service area by calling the reservation office. You need to make your trip request at least two hours before you want to be picked up, and you can make your reservations for 30 days at a time, up to 30 days in advance. Reservations will be taken on a first-come, first-served basis.

Reservations can be made by calling 1-855-233-6043 (voice) or 1-800-246-1646 (TTY) during the following hours:

- Monday-Friday 5 am - 11 pm
- Saturday 7:30 am - 9:30 pm
- Sunday/Holidays 9:30 am - 6:30 pm

Leave a message at all other times.

Make reservations online at <http://www.hope-link.org/diagrams/dedat.htm>

A limited number of off-route deviations, only, can be made on any given trip. Vans can deviate from their fixed routes to serve other locations within the service area, but they can not necessarily provide door-to-door service due to safety and other operational considerations (narrow streets, cul-de-sacs, etc.). You may need to board/deboard at a location a block or more away from the location you requested.

### Scheduled Service/Fixed Routing

Route 630 provides weekday half-hourly service during the morning and afternoon commute trip periods at Metro bus stops along the route (see schedule for times).

**Metro Customer Service**  
206-553-3000

## Metro Customer Services

Metro has two customer service offices in downtown Seattle to serve you.

<b>King Street Center</b> 201 S Jackson St Monday-Friday 8:30 a.m. - 4:30 p.m.	<b>Transit Tunnel</b> <b>Westlake Station</b> Last four / first four business days each month 8:30 a.m. - 4:30 p.m.
---	---

Customer Service (general information, trip planning, comments and lost & found)

Seattle metro calling area..... 206-553-3000  
Toll Free..... 1-800-542-7876  
Hearing impaired ..... WA Relay: 711  
Metro website / Trip Planner  
..... [www.kingcounty.gov/metro](http://www.kingcounty.gov/metro)

Next Bus? Text your stop # to ..... 62550  
Carpool/Vanpool ..... 206-625-4500  
Hearing Impaired ..... WA Relay: 1-800-833-6388  
Community Transit..... 1-800-562-1375  
Pierce Transit..... 1-800-562-8109

## Vanshare

### You know a good thing when you ride!

Let VanShare bridge the gap in your commute. Starting a vanshare is simple. You just need five people including a volunteer driver. Use it to make the connection to your final destination from any transportation terminal.

To start a VanShare, phone us at 206-625-4500 or e-mail us at [VanShare@kingcounty.gov](mailto:VanShare@kingcounty.gov). Link to our web page through Metro at [kingcounty.gov/metro](http://kingcounty.gov/metro)

## Online Trip Planning

Use Metro's online Trip Planner to plan trips on scheduled service in King, Pierce and Snohomish counties. It provides details on transit stops, routes and schedules. Trip Planner itineraries do not include service disruptions and reroutes caused by weather, emergencies, traffic, events or construction. Trip Planner includes Metro Transit, Pierce Transit, Community Transit, Everett Transit, ST Express buses, Link light rail, Sounder commuter rail, King County Water Taxi, Washington State Ferries, the Seattle Center Monorail, and Seattle Streetcar.  
[www.kingcounty.gov/tripplanner](http://www.kingcounty.gov/tripplanner)

## How to Pay

At all times, pay your fare when you board the bus. Pay with cash (exact fare; drivers do not carry change), ticket or with a convenient regional ORCA card. Show your activated Transit GO Ticket (mobile ticket) or valid transfer to the driver. Metro transfers are valid on Metro, only. See "How to pay" on Metro's website for more information.

Pague su pasaje al abordar el autobús. Pague en efectivo (cantidad exacta; los conductores no tienen cambio), con tarjeta regional ORCA o muestre su boleto. Muestre su Transit GO Ticket activado (boleto electrónico) o su boleto transferible al conductor. Las transferencias son válidas sólo en Metro. Para mayor información, vea "Cómo pagar" en la página web de Metro.

## What To Pay

<b>Adults</b> (19 and older)	\$2.75
<b>Youth</b> (6-18 yrs)	\$1.50
<b>ORCA LIFT Fare*</b>	\$1.50
<b>RTRP cardholders</b> (registered seniors, Medicare, disabled)	\$1.00
<b>Children</b> (thru age 5)	Four may ride free with person paying adult fare

\*Income Qualified

## Cuánto pagar

<b>Adultos</b> (19 años y mayor)	\$2.75
<b>Jóvenes</b> (6-18 años)	\$1.50
<b>Tarifa ORCA LIFT*</b>	\$1.50
<b>Titulares de tarjetas RTRP</b> (personas mayores registradas, Medicare, discapacitados)	\$1.00
<b>Niños</b> (hasta los 5 años)	Pueden viajar hasta cuatro con una persona que pague la tarifa de adulto.

\*Ingresos que reúnan los requisitos

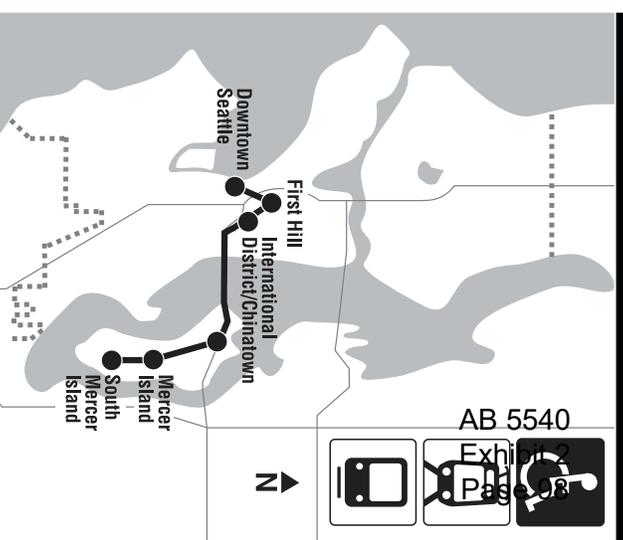


**Interpreter**  
206-553-3000

Interpretes  
Переводчик  
Перекладач  
Turjubaan  
Thông Dịch Viên



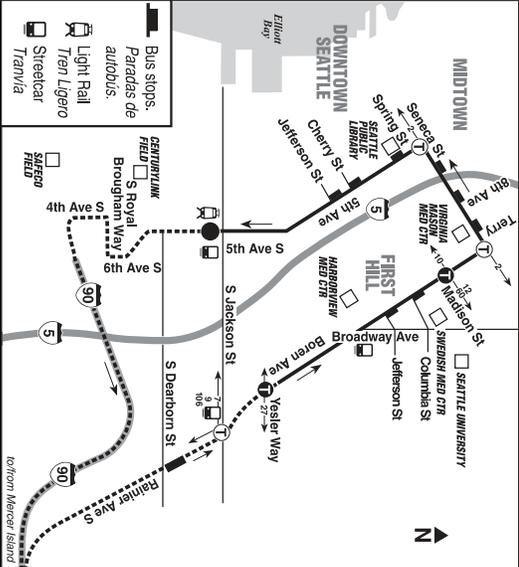
King County  
**METRO**



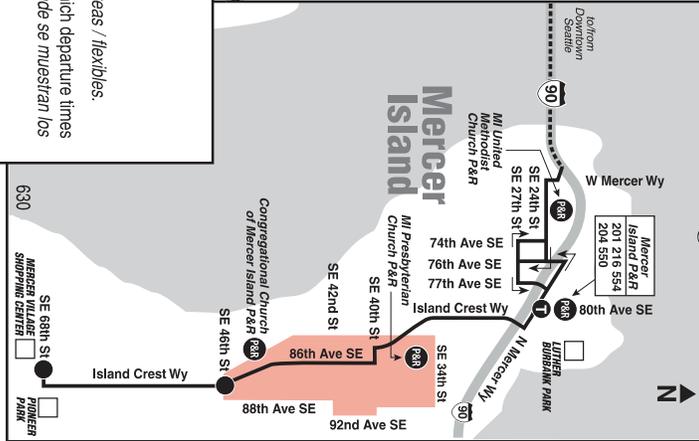
**630** Community Shuttle  
South Mercer Island,  
First Hill, Downtown  
Seattle

September 22, 2018 thru March 22, 2019  
Del 22 de septiembre de 2018 al 22 de marzo de 2019

## DOWNTOWN SEATTLE, FIRST HILL



## Lake Washington



**MAP LEGEND / LEYENDA DEL MAPA**

- Makes all regular stops. Hace todas las paradas regulares.
- Limited or no stops. Limitado o sin paradas.
- Alternative/flexible service areas. Áreas de servicio alternativas / flexibles.
- TIME POINT / PUNTO DE TIEMPO.** Street intersection from which departure times are shown on the schedules. Intersección de la calle desde donde se muestran los horarios de salida.
- TRANSFER POINT / PUNTO DE TRANSFERENCIA.** Route intersection for transferring to indicated route(s). Intersección de ruta para la transferencia para indicar la ruta o rutas.
- TIME POINT & TRANSFER POINT / TIEMPO Y PUNTO DE TRANSFERENCIA**
- PARK & RIDE:** Free parking area. Zona de estacionamiento gratis.
- Landmark. El punto de referencia.

### Need more information or assistance?

- Visit Metro online at [kingcounty.gov/metro](http://kingcounty.gov/metro)
- Call Metro's Customer Information Office. 206-553-3000, Mon-Fri except major holidays (2018: Nov 12, 22, 23, Dec. 25; 2019: Jan. 1, 21, Feb. 18).
- 6 a.m. - 8 p.m. for trip planning assistance
- 8 a.m. - 5 p.m. for ORCA assistance and customer comments

### Text for Bus Times

If you want bus arrival times at your stop, both scheduled times and real times, try Metro's new texting tool for getting up to the next three trips of any route that serves your bus stop. Simply text your bus stop number to 62550 and follow the prompts. Bus stop numbers can be found at all Metro bus stops, via Metro's Trip Planner, the Puget Sound Trip Planner app, on Metro timetables (at timepoints, only, space available), and on Metro's website, [kingcounty.gov/metro](http://kingcounty.gov/metro).

### Metro Customer Service

**206-553-3000**

## 630 WEEKDAY/Entre semana

To DOWNTOWN SEATTLE →

From	Stop	Time	Stop	Time	Stop	Time	Stop	Time
Mercer Village Shopping Center	Mercer Island	6:05	SE 46th St	6:10	80th Ave SE	6:18	Madison St	6:32†
Mercer Village & Island Crest Way	SE 68th St	6:35	SE 46th St	6:40	80th Ave SE	6:48	Madison St	7:02†
		7:07		7:12		7:20		7:34†
		7:38		7:43		7:52		8:08†
		8:08		8:13		8:22		8:38†

← To MERCER ISLAND

From	Stop	Time	Stop	Time	Stop	Time	Stop	Time
Boren Ave & Madison St	5th Ave S	4:03	S Jackson St	4:08	80th Ave SE	4:21	SE 46th St	4:57†
		4:48		4:53		5:06		5:37†
		5:18		5:23		5:36		6:07†
		6:33		6:38		6:51		7:22†

### ORCA Card

Metro Transit and eight other Puget Sound transportation agencies (Community Transit, Everett Transit, Kitsap Transit, Pierce Transit, Sound Transit, Seattle Streetcar, King County Water Taxi and Washington State Ferries) use a common fare-payment system called ORCA (One Regional Card for All). The ORCA card works as cash or a pass, and it automatically tracks the value of your fares and transfers, letting you move easily between the participating transportation systems. Get your ORCA card online at [www.orcard.com](http://www.orcard.com), by phone at 1-888-988-6722 (ORCA) or WA Relay: 711 (1-888-889-6368), at ticket vending machines in Sounder and Link rail stations, or at one of the transit agency customer service offices. The ORCA website also provides information on how to use the card, as well as locations at which they can be reloaded with a new pass or additional cash.

### Snow Service Servicio de nieve

During snow conditions, Route 630 is canceled. For possible alternative service, please call Metro at 206-553-3000. Also, visit [kingcounty.gov/metro/](http://kingcounty.gov/metro/) to register for Transit Alerts so that you can stay informed during adverse weather conditions.

Durante las condiciones de nieve, la Ruta 630 se cancela. Para un posible servicio alternativo, por favor llame a Metro al 206-553-3000. Visite [kingcounty.gov/metro/](http://kingcounty.gov/metro/) para registrarse para obtener Alertas de tránsito y mantenerse informado durante condiciones de clima adversas.

### Holiday Information/ Información sobre feriados

There is no service on this route on weekends or the following holidays. No hay servicio en esta ruta los fines de semana ni el siguiente feriados:

Thanksgiving	Día de acción de gracias	Nov. 22
Christmas	el 22 de noviembre	Dec. 25
Navidad	el 25 de diciembre	Jan. 1, 2019
New Year	el 1 de enero de 2019	

### Accessible Formats

People with disabilities who need this information in accessible formats may call 206-477-6066 (voice) or WA Relay: 711.

† This paper uses minimum 30% post-consumer fibers, acid and chlorine free. Ink: Environmentally sensitive vegetable-based.

## Holiday Information

There is no service on this route on weekends or the following holidays. *No hay servicio en esta ruta los fines de semana ni el siguiente feriados:*

Labor Day	Sept. 3
Día de Trabajo	el 3 de septiembre
Veterans Day (observed)	Nov. 12
Día de los veteranos (observado)	el 12 de noviembre
Thanksgiving	Nov. 22
Día de acción de gracias	el 22 de noviembre
Day after Thanksgiving	Nov. 23
Día después de acción de gracias	el 23 de noviembre
Winter Break	Dec. 24, 2018-Jan. 4, 2019
Vacaciones de invierno	el 24 de diciembre de 2018- el 4 de enero de 2019
ML King Jr Day	Jan. 21
Día de ML King Jr	el 21 de enero
Mid-winter Break	Feb. 18-22
A mediados de invierno	el 18-22 de febrero
Spring Break	April 8-12
Vacaciones de primavera	el 8-12 de abril
Memorial Day	May 27
Día de Commemoración	el 27 de mayo

**NOTE** – Additional non-service days in 2019 are: Mar. 11, May 24, and June 21 (used as weather make-up days, if required). Schedule times are subject to change without notice. For information, students may call the Mercer Island School District's dispatch office at 206-236-3338. Non-student riders may call Metro's Customer Information Office at 206-553-3000.

## RIDER ALERT

This symbol indicates a change in service. Watch for it in buses, at bus stops, and at timetable displays.

**Metro Customer Service**

**206-553-3000**

## Adverse Weather Information

### Información meteorológica adversa

During adverse weather conditions when Metro can not safely negotiate certain roadways, Route 892 will not serve the First Hill loop via SE 24th St, 70th Ave SE and 72nd Ave SE (see map). For additional snow route information, call Metro at 206-553-3000, or visit Metro at [kingcounty.gov/metro](http://kingcounty.gov/metro). Sign up for Transit Alerts to stay informed during adverse conditions.

*Durante las condiciones climáticas adversas cuando metro no puede negociar con seguridad ciertas carreteras, la ruta 892 no servirá el primer bucle de la colina Via se 24 St, 70 ave se y 72 ave se (Ver mapa). Para información adicional sobre la ruta de la nieve, llame a metro en 206-553-3000, o visite metro en [kingcounty.gov/metro](http://kingcounty.gov/metro). Regístrese para recibir alertas de tránsito para mantenerse informado durante las condiciones adversas.*

## Need more information or assistance?

- Visit Metro Online at [kingcounty.gov/metro](http://kingcounty.gov/metro)
- Call Metro's Customer Information Office, 206-553-3000, Mon-Fri except major holidays (2018: Nov. 12, 22, 23, Dec. 25; 2019: Jan. 1, 21, Feb. 18).
- 6 am - 8 pm for trip planning assistance
- 8 am - 5 pm for ORCA assistance and customer comments

## Bike & Ride

Metro buses have bike racks that hold three bikes. The racks are easy to use at no extra cost. Just follow the simple instructions posted near the rack. You may load or unload your bike anytime at all regular Metro bus stops, including downtown Seattle and the transit tunnel.

## How To Pay

Upon boarding, pay your fare with exact change or a convenient regional ORCA card. ORCA cards are sold in downtown Seattle at Metro customer service offices in King Street Center and the Westlake tunnel station.

## What To Pay

<b>Adults</b> (19 and older)	\$2.75
<b>Youth</b> (6-18 yrs)	\$1.50
<b>ORCA LIFT Fare*</b>	\$1.50
<b>RFP cardholders</b> (registered seniors, Medicare, disabled)	\$1.00
<b>Children</b> (thru age 5)	Four may ride free with person paying adult fare

\*Income Qualified

## Cuánto pagar

<b>Adultos</b> (19 años y mayor)	\$2.75
<b>Jóvenes</b> (6-18 años)	\$1.50
<b>Tarifa ORCA LIFT*</b>	\$1.50
<b>Titulares de tarjetas RFP</b> (personas mayores registradas, Medicare, discapacitados)	\$1.00
<b>Niños</b> (hasta los 5 años)	Pueden viajar hasta cuatro con una persona que pague la tarifa de adulto.

\*Ingresos que reúnan los requisitos

## Pay As You Board

At all times, pay your fare as you board the bus, be it cash, ticket or with a convenient ORCA card. You may use transfers received on off-peak trips for peak-hour trips by paying the balance of the peak fare. Metro transfers are valid on Metro, only.



**Interpreter**  
206-553-3000

Intérpretes  
Переводчик  
Перекладач  
Turjubaan  
Thông Dịch Viên

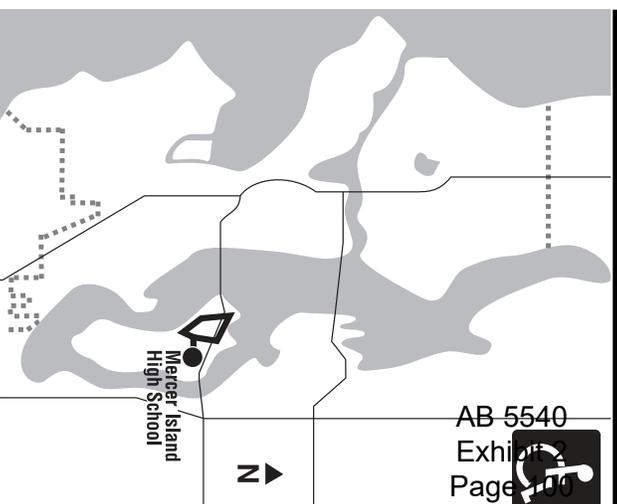
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翻譯員  
통역사

**892**  
**Mercer Island**

**Serves Mercer Island High School**

**Effective September 5, 2018 thru June 20, 2019**  
**Efectivo el 5 de septiembre de 2018 a 20 de junio de 2019**

AB 5540  
Exhibit  
Page



**King County**  
**METRO**

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## Service Information

This route operates only when Lakeside School is in session.

## Holiday Information

There is no service on this route on weekends or the following holidays. It also does not operate any day on which Lakeside School and University Prep are not in session. *No hay servicio en esta ruta los fines de semana ni el siguiente feriados. Tampoco opera ningún día en que Lakeside School y University Prep no estén en sesión.*

Labor Day	Sept. 3
Día de Trabajo	el 3 de septiembre
Thanksgiving	Nov. 22
Día de acción de gracias	el 22 de noviembre
Day after Thanksgiving	Nov. 23
Día después de acción de gracias	el 23 de noviembre
Winter Break	Dec. 24, 2018-Jan. 4, 2019
Vacaciones de invierno	el 24 de diciembre de 2018- el 4 de enero de 2019
New Year	Jan. 1, 2019
Año nuevo	el 1 de enero de 2019
ML King Jr Day	Jan. 21
Día de ML King Jr	el 21 de enero
Presidents' Day	Feb. 18
Día de los Presidentes	el 18 de febrero
Memorial Day	May 27
Día de Commemoración	el 27 de mayo

## Online Trip Planning

Use Metro's online Trip Planner to plan trips on scheduled service in King, Pierce and Snohomish counties. It provides details on transit stops, routes and schedules. Trip Planner itineraries do not include service disruptions and reroutes caused by weather, emergencies, traffic, events or construction.

Trip Planner includes Metro Transit, Pierce Transit, Community Transit, Everett Transit, ST Express buses, Link light rail, Sounder commuter rail, King County Water Taxi, Washington State Ferries, the Seattle Center Monorail, and Seattle Streetcar.  
www.kingcounty.gov/triplanner

## Route 981 Fare Information

Use your ORCA card to ride Metro, Sound Transit, Community Transit and Pierce Transit buses. Purchase ORCA cards and ticketbooks (tickets valid on Metro, only) from your school's business office. **The cash fare for this route is \$5.25 one-way or \$189 per month.** For fares on Metro's regular service, see "What To Pay".

## What To Pay (on Metro's regular service)

Adults (19 and older)	\$2.75
Youth (6-18 yrs)	\$1.50
ORCA LIFT Fare*	\$1.50
RRFP cardholders (registered seniors, Medicare, disabled)	\$1.00
Children (thru age 5)	Four may ride free with person paying adult fare

## Cuánto pagar

en el servicio regular de Metro

Adultos (19 años y mayor)	\$2.75
Jóvenes (6-18 años)	\$1.50
Tarifa ORCA LIFT*	\$1.50
Titulares de tarjetas RRFP (personas mayores registradas, Medicare, discapacitados)	\$1.00
Niños (hasta los 5 años)	Pueden viajar hasta cuatro con una persona que pague la tarifa de adulto.

\*Ingresos que reúnan los requisitos

## Metro Customer Service

206-553-3000

## Accessible Formats

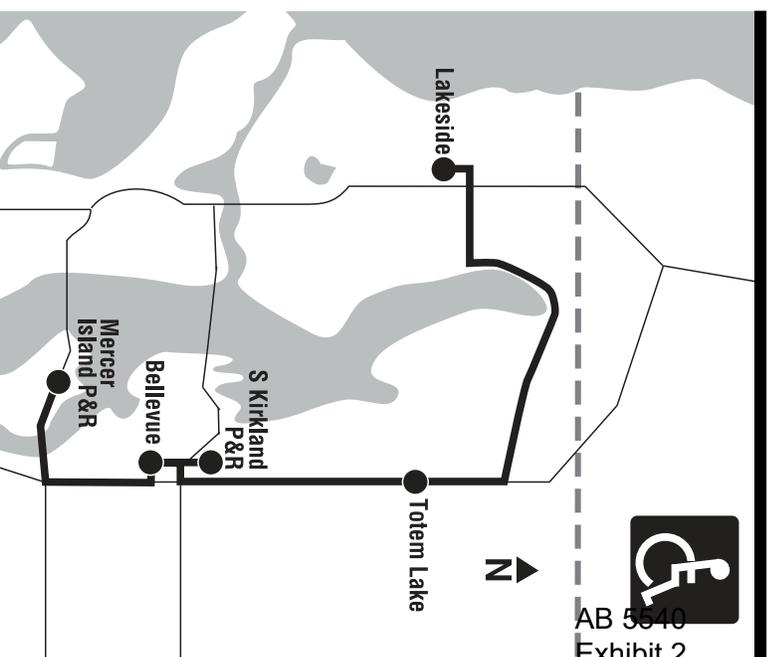
People with disabilities who need this information in accessible formats may call 206-477-6066 (voice) or TTY Relay: 711.

## RIDER ALERT

This symbol indicates a change in service. Watch for it in buses, at bus stops, and at timetable displays.

**981**  
Mercer Island P&R,  
Bellevue,  
S Kirkland P&R,  
Totem Lake  
Serves Lakeside School

Effective August 22, 2018  
Efectivo 22 de agosto de 2018



# 981 WEEKDAY/Entre semana

TO MERCER ISLAND →

	South Kirkland P&R	Belleve Transit Ctr Bay 8	Mercer Island P&R Bay 1
Lakeside School	Totem Lake Fwy Station		
1st Ave NE & NE 135th St	On I-405 at NE 128th St	108th Ave NE & NE 38th Pl	NE 6th St & 108th Ave NE
Stop # 75304	Stop #822687	Stop # 74450	Stop #67655
<b>6:03</b>	<b>6:41†</b>	<b>6:55†</b>	<b>7:08†</b>
			<b>7:22†</b>

E0981 981

AM – Lighter Type PM – Darker Type

## Timetable Symbol/ Símbolo del programa

† - Estimated time. *Tiempo estimado.*

## Passenger Stops

Afternoon service only

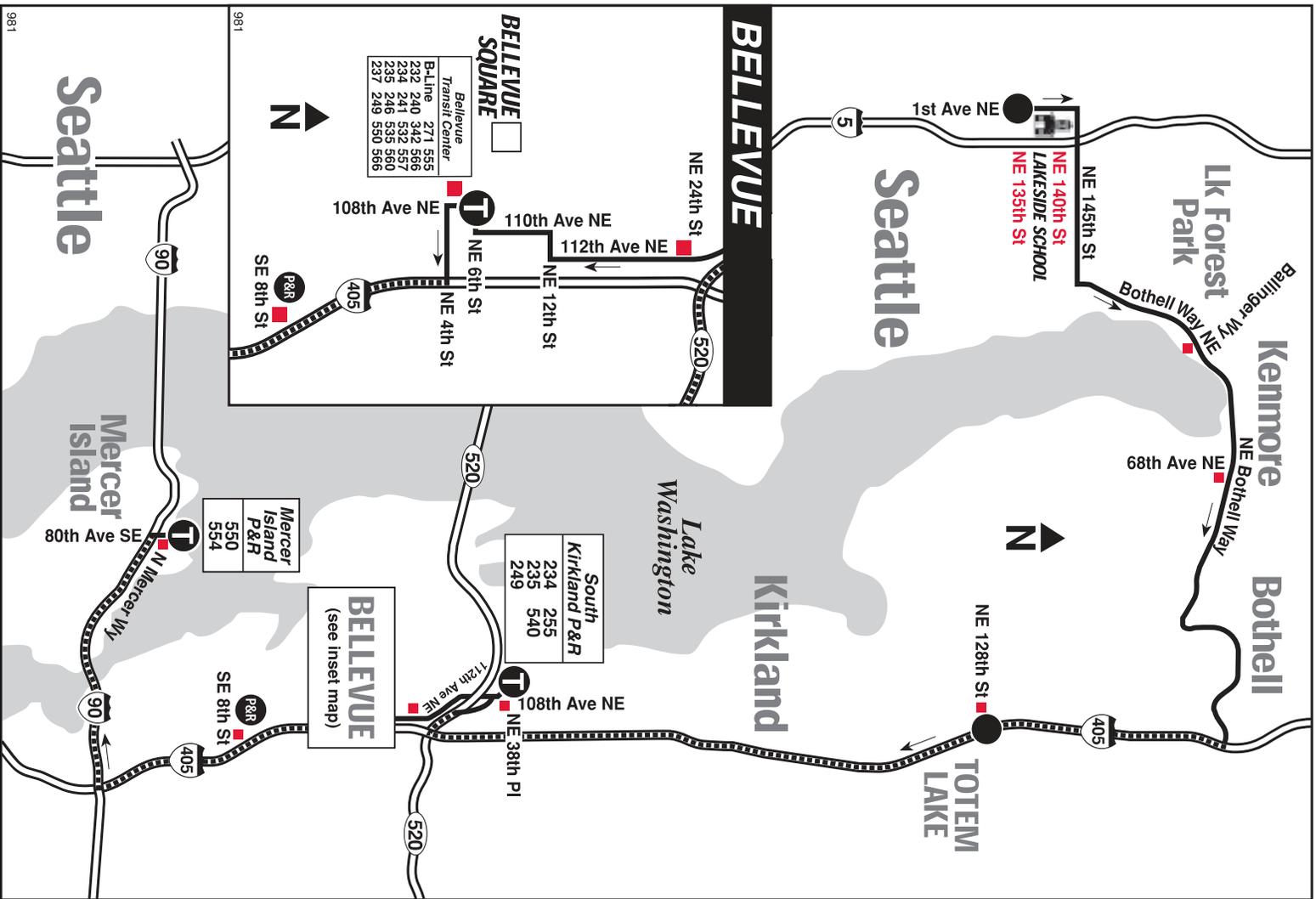
- 1st Ave NE / NE 135th St (Lakeside Middle School)
- 1st Ave NE / NE 140th St (Lakeside Upper School)
- Bothell Way NE / Lake Forest Park Mall (Town Center)
- NE Bothell Way / 68th Ave NE
- Totem Lake Freeway Station (I-405 at NE 128th St)
- S Kirkland P&R (108th Ave NE / NE 38th Pl)
- 112th Ave NE / NE 24th St
- Bellevue Transit Center (NE 6th St / 108th Ave NE)
- Wilburton P&R (I-405 off-ramp at SE 8th St)
- Mercer Island P&R (N Mercer Way / 80th Ave SE)

## Adverse Weather Information

During adverse weather conditions when Metro cannot safely negotiate certain roadways, Route 981 may be rerouted. Under severe conditions, Route 981 could be canceled. For additional snow route information, call Metro at 206-553-3000, or visit Metro at [kingcounty.gov/metro](http://kingcounty.gov/metro). For school cancellation information, call your school and/or listen to local media reports.

### MAP LEGEND

- Makes all Route 981 stops (see bus stop list).
- ..... Makes no stops (except at Mercer Island P&R).
- TIME POINT/INTERMEDIAS: Street intersection used for time schedule reference point listed at the top of time columns to estimate bus arrival and trip times.
- ⊕ TIME POINT/TRANSFEEER POINT.
- ⊕ INTERMEDIAS/LUGAR DE TRASBORDO.
- ⊕ Bus Stop (plus at streets shown in color; see bus stop list).
- ⊕ LANDMARK: A significant geographical reference point.
- ⊕ PARK & RIDE



981

## ORCA Card

Metro Transit and eight other Puget Sound transportation agencies (Community Transit, Everett Transit, Kitsap Transit, Pierce Transit, Sound Transit, Seattle Streetcar, King County Water Taxi and Washington State Ferries) use a common fare-payment system called ORCA (One Regional Card for All). The ORCA card works as cash or a pass, and it automatically tracks the value of your fares and transfers, letting you move easily between the participating transportation systems.

Get your ORCA card online at [www.orcard.com](http://www.orcard.com), by phone at 1-888-988-6722 (ORCA) or TTY Relay: 711 (1-888-889-6368), at ticket vending machines in Sounder and Link rail stations, or at one of the transit agency customer service offices. The ORCA Web site also provides information on how to use the card, as well as locations at which they can be reloaded with a new pass or additional cash.

## Metro Customer Services

Metro has two customer service offices in downtown Seattle to serve you.

- King Street Center** **Transit Tunnel**
- 201 S Jackson St** **Westlake Station**
- Monday-Friday Last four / first four
- 8:30 a.m. - 4:30 p.m. business days each month
- 8:30 a.m. - 4:30 p.m. business days each month

At both locations buy ORCA cards, bus passes, senior permits and taxi scrip, and get information about bus service. Only the King Street Center office registers applicants for disability permits and provides lost-item return service on weekdays.

- Customer Service (general information, trip planning, comments and lost & found)
- Seattle metro calling area ..... 206-553-3000
- Toll Free ..... 1-800-542-7876
- Hearing impaired ..... WA Relay: 711
- Metro website / Trip Planner ..... [www.kingcounty.gov/metro](http://www.kingcounty.gov/metro)
- Next Bus? Text your stop # to ..... 62550
- Carpool/Vanpool ..... 206-625-4500
- Hearing Impaired ..... WA Relay: 1-800-833-6388
- Community Transit ..... 1-800-562-1375
- Pierce Transit ..... 1-800-562-8109

This paper uses minimum 30% post-consumer fibers and acid and chlorine free. Inks: Environmentally sensitive vegetable-based.

## Adverse Weather Information

During adverse weather conditions when Metro cannot safely negotiate certain roadways, Route 989 will not serve SE 36<sup>th</sup> St, 146th Ave SE and SE Allen Rd. Service will be rerouted to SE Newport Way and 150<sup>th</sup> Ave SE in both directions. See map. Under severe conditions, Route 989 could be canceled. For additional snow route information, call Metro at 206-553-3000, or visit Metro at [kingcounty.gov/metro](http://kingcounty.gov/metro). For school cancellation information, call your school and/or listen to local media reports.

## Bike & Ride

Metro buses have bike racks that hold three bikes. The racks are easy to use at no extra cost. Just follow the simple instructions posted near the rack. You may load or unload your bike anytime at all regular Metro bus stops, including downtown Seattle and the transit tunnel.

### RIDER ALERT

This symbol indicates a change in service. Watch for it in buses, at bus stops, and at timetable displays.

## Accessible Formats

People with disabilities who need this information in accessible formats may call 206-477-6066 (voice) or TTY Relay: 711.

## Metro Customer Service 206-553-3000



- Interpreters: ԻջՊԱ ՌԻԿԻՊ
- Переводчик: ԻճՊԱ ՌԻԿԻՊ
- Перекладач: ԻճՊԱ ՌԻԿԻՊ
- Turjubaan: ԻճՊԱ ՌԻԿԻՊ
- Thong Dich Vien: ԻճՊԱ ՌԻԿԻՊ

## Route 989 Fare Information

Use your ORCA card to ride Metro, Sound Transit, Community Transit and Pierce Transit buses. Purchase ORCA cards and ticketbooks (tickets valid on Metro, only) from your school's business office. **The cash fare for this route is \$5.25 one-way or \$189 per month.** For fares on Metro's regular service, see "What To Pay".

## What To Pay (on Metro's regular service)

Adults (19 and older)	\$2.75
Youth (6-18 yrs)	\$1.50
ORCA LIFT Fare*	\$1.50
RTRP cardholders (registered seniors, Medicare, disabled)	\$1.00
Children (thru age 5)	Four may ride free with person paying adult fare

## Cuánto pagar

*\*Ingresos que reúnan los requisitos*

Adultos (19 años y mayor)	\$2.75
Jóvenes (6-18 años)	\$1.50
Tarifa ORCA LIFT*	\$1.50
Titulares de tarjetas RTRP (personas mayores registradas, Medicare, discapacitados)	\$1.00
Niños (hasta los 5 años)	Pueden viajar hasta cuatro con una persona que pague la tarifa de adulto.

## How To Pay

Upon boarding, pay your fare with exact change or a convenient regional ORCA card. ORCA cards are sold in downtown Seattle at Metro customer service offices in King Street Center and the Westlake tunnel station.

## Pay As You Board

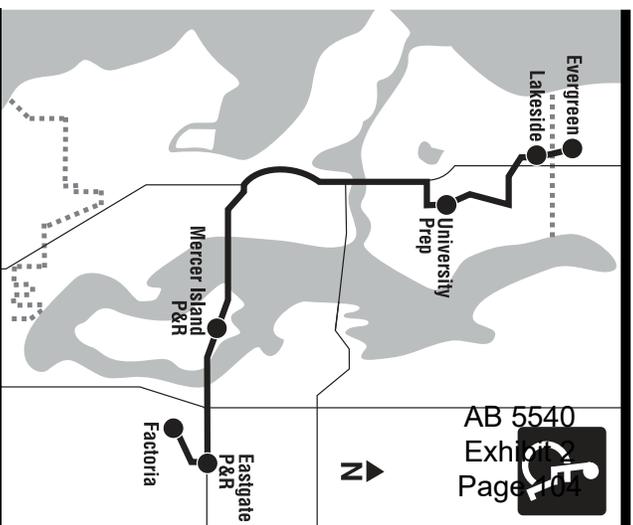
At all times, pay your fare as you board the bus, be it cash, ticket or with a convenient ORCA card. You may use transfers received on off-peak trips for peak-hour trips by paying the balance of the peak fare. Metro transfers are valid on Metro, only.

# 989

Factoria, Eastgate, Eastgate P&R, Mercer Island P&R, Ravenna, Haller Lake

Serves University Preparatory Academy, Lakeside School and Evergreen School

Effective August 22, 2018  
Efectivo 22 de agosto de 2018





# APPENDIX B

## Proposed 77<sup>th</sup> Avenue SE Roundabout—Conceptual Design



# APPENDIX C

## KCM Assessment of Settlement Agreement Restrictions

## Assessment of Settlement Restrictions

Section	Restriction	Metro Concerns	Impact on Service Changes
4.3 (b)	Bus layovers are limited to no more than fifteen (15) minutes)	Metro cannot limit bus layover duration due to several factors including labor contract requirements and the scheduling flexibility needed to provide reliable service, schedule for legible/clock-face headways, and schedule for timed transfers where desired	HIGH IMPACT -- No ability to connect bus service at this station during most times of day -- including <u>local Mercer Island service</u>
4.3 (b)	Bus layovers only during the afternoon peak period (3:30pm - 7:00pm)	Service must be provided at minimum in both peak periods and ideally throughout the day.	HIGH IMPACT -- No ability to connect bus service at this station during most times of day -- including <u>local Mercer Island service</u> .
4.2 (a) 4.3 (a)	All bus drop-off, pick-up, and layover (other than for local Mercer Island buses) on south side of North Mercer Way	Limited/insufficient curb space. Adds delay for inbound passengers/buses that have to navigate the roundabout at 77 <sup>th</sup> before dropping off passengers.	MODERATE IMPACT -- Constrains the amount of off-island service than can connect to Link at this station. Some integration still feasible but exact routes unknown.
4.2 (c)	Bus volumes on North Mercer Way should not exceed current volumes, except local buses	Not a major concern given high volumes of existing 550, 554, and other routes that will be discontinued or revised	LOW IMPACT
4.2 (b)	Routing of buses will keep circulation of all but local (on-island only) buses off SE 27th Street, except in emergency or unexpected situations.	Not a major concern if roundabout is constructed and can safely accommodate buses.	LOW IMPACT
4.3 (b)	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.	Not a major concern. Existing practices designed to prevent idling during layovers.	LOW IMPACT

# MERCER ISLAND TRANSIT INTERCHANGE

## Operational and Configuration Study—Executive Summary

### Background/Purpose Statement

The Mercer Island Transit Interchange Operational and Configuration Study, conducted by David Evans and Associates, Inc. (contracted by Sound Transit), explores ways to implement bus/rail integration consistent with the Settlement Agreement between the City of Mercer Island and Sound Transit for the East Link Project. While the City of Mercer Island and Sound Transit are the sole signatories to this Settlement Agreement, the agreement provides that the 77<sup>th</sup> Avenue SE Configuration<sup>1</sup> cannot be implemented without concurrence from King County Metro (KCM or Metro). As such, all three agencies—in consultation with the Washington State Department of Transportation (WSDOT)—have collaborated to study and identify bus/rail integration opportunities and operational needs on Mercer Island.

KCM has raised concerns regarding the 77<sup>th</sup> Avenue SE Configuration modifications as described in the Settlement Agreement that would create significant tradeoffs and negatively impact current and future KCM operational needs and Mercer Island residents and businesses, including (but not limited to):

- Unpredictable and increased transfer times between bus and rail modes;
- Reduction in connectivity to Mercer Island, noting that an existing 150 to 175 daily trips originate or end at Mercer Island to/from areas that will not be served by East Link; and
- Additional non-island traffic on Mercer Island and non-island commuters at Mercer Island Park & Ride.

The proposed transit interchange would be generally located along North Mercer Way between 77<sup>th</sup> Avenue SE and 80<sup>th</sup> Avenue SE adjacent to the future Mercer Island East Link light rail station (see **Figure 1**).



**Figure 1: Vicinity Map**

<sup>1</sup> As identified in the 2017 *State Environmental Policy Act (SEPA) Addendum to the East Link Extension Final Environmental Impact Statement (FEIS)* pursuant to a defined set of modifications. Per the Settlement Agreement, the 80<sup>th</sup> Avenue SE Configuration from the *SEPA Addendum* was eliminated from consideration.

## Project Goals and Objectives

Sound Transit, Mercer Island, and KCM developed the following eight goals/objectives for the proposed transit interchange on Mercer Island:

- **Goal/Objective 1: Create a seamless transfer experience for the customer that is intuitive, safe, barrier-free, weather-protected, and efficient.**
- **Goal/Objective 2: Create a transit interchange that minimizes transfer walk distance and number of street crossings for bus/rail transfers.**
- **Goal/Objective 3: Create a transit interchange that is ready for operation when the East Link light rail service begins in 2023.**
- **Goal/Objective 4: Develop a cost-effective design that represents a transparent and appropriate use of public funds.**
- **Goal/Objective 5: Maximize benefits to Mercer Island residents and local employers.**
- **Goal/Objective 6: Minimize potential overall property impacts and local community access impacts and maintain through-vehicular traffic on the 80th Avenue SE bridge crossing.**
- **Goal/Objective 7: Provide excellent multi-modal access for customers while minimizing general pedestrian, bicycle, and vehicle mobility impacts near bus drop-off locations.**
- **Goal/Objective 8: Limit diesel idling and limit regional bus circulation through the town center.**

These goals and objectives were used to evaluate various potential refinements to the 77<sup>th</sup> Avenue SE Configuration, as discussed below.

## Implementing the 77<sup>th</sup> Avenue SE Configuration

Three transit interchange configurations were developed in an effort to implement the 77<sup>th</sup> Avenue SE Configuration while maintaining Sound Transit's and KCM's ability to optimize bus service for Mercer Island. In addition to a new roundabout at the intersection of 77<sup>th</sup> Avenue SE and North Mercer Way (see **Exhibit A**), each configuration is consistent with key modifications to the 77<sup>th</sup> Avenue SE Configuration, including:

- Limiting future bus volumes to no greater than existing volumes;
- No routing of regional KCM buses through downtown Mercer Island;
- Limiting bus layovers to an average of fifteen (15) minutes; and
- No idling of buses.

Importantly, these configurations will allow KCM to provide transit service to Mercer Island, furthering the City's commitment to sustainability and livability by reducing Greenhouse Gas (GHG) emissions.

Potential environmental impacts as a result of any of these configurations were previously accounted for in prior environmental analyses and no additional environmental review is required.

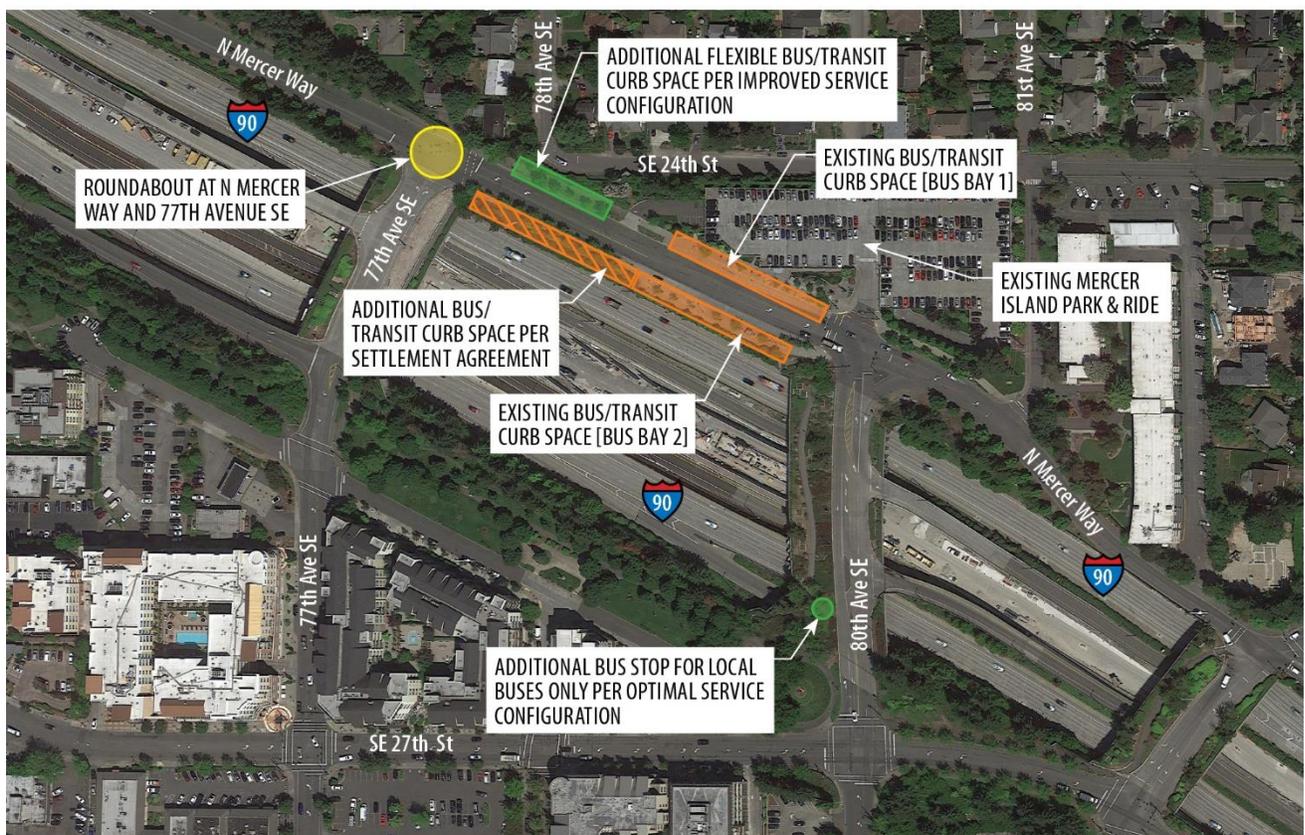
Each of the configuration options differ in the amount of curb space allocated to transit uses, and ultimately, the amount of transit service to Mercer Island; each option will include refinement of at least some of the modifications to the 77<sup>th</sup> Avenue SE Configuration outlined in the Settlement Agreement.

The Settlement Agreement limits bus layover times to no more than 15 minutes—and then only during the afternoon peak period (3:30 PM to 7:00 PM) could prohibit any level of service on Mercer Island, including

local Mercer Island service. KCM cannot legally limit bus layover durations that conflict with labor contract requirements mandating operator rest periods. However, typical layover times are approximately 15 minutes or less so the majority of layovers would meet the intent of this layover limit. Additionally, KCM would not be able to provide needed peak service to Mercer Island, or all-day on-island service, if layovers are limited to the afternoon peak period.

### Existing Conditions and Existing Transit Service (Baseline)

Currently, Sound Transit and KCM provide bus service to Mercer Island. ST Express Bus Routes (550 and 554) comprise approximately half of bus traffic on Mercer Island during the AM and PM peak periods, accounting for 18 AM and 17 PM peak hour bus trips, approximately half of total peak hour bus trips in each AM and PM peak hour.<sup>2</sup> By comparison, the seven (7) KCM Bus Routes account for 18 and 22 bus trips in the AM and PM peak hours, respectively. Based on the current schedule, approximately one bus (ST or KCM) arrives to North Mercer Way every 2 minutes during both the AM and PM; although it is not uncommon for two buses to arrive at the same time. Curb space allocations and operations are detailed and illustrated—for both existing and proposed configurations—in **Table 1** and **Figure 2**.



**Figure 2: Existing and Proposed Transit Interchange Configurations**

<sup>2</sup> It is anticipated that Sound Transit will no longer provide express bus service to Mercer Island once East Link begins revenue service in 2023.

**Table 1. Existing and Proposed Curb Space Configurations**

Location	Pick-Up/Drop-Off Bays	Flexible/Layover Bays	Estimated Peak Hour Service
<b>Existing Conditions and Existing Transit Service (Baseline)</b>			
North Mercer Way (WB)	1 [See Note A.]	See below.*	
North Mercer Way (EB)	1 [See Note A.]	See below.*	
80th Avenue SE (SB)	0	0	
<b>Service Characteristics</b>	<b>*Sound Transit and KCM buses utilize bus bays on both sides of North Mercer Way. KCM bus layover operations occur within this area.</b>		<b>36 AM and 39 PM peak hour trips, or one bus every 2 minutes</b>
<b>Limited Service Configuration</b>			
North Mercer Way (WB)	1 [local service only]	0	
North Mercer Way (EB)	1 [same as existing]	Up to 3	
80th Avenue SE (SB)	0	0	
<b>Service Characteristics</b>	<b>50+% reduction in bus volumes relative to existing condition.</b>		<b>12 AM and 12 PM, or one bus every 5 minutes</b>
<b>Improved Service Configuration</b>			
North Mercer Way (WB)	1 [same as existing]	1	
North Mercer Way (EB)	1 [same as existing]	Up to 3	
80th Avenue SE (SB)	0	0	
<b>Service Characteristics</b>	<b>50% reduction in bus volumes relative to existing condition.</b>		<b>16 AM and 16 PM, or one bus every 4 minutes</b>
<b>Optimal Service Configuration</b>			
North Mercer Way (WB)	1 [same as existing]	1	
North Mercer Way (EB)	1 [same as existing]	Up to 3	
80th Avenue SE (SB)	1**	0	
<b>Service Characteristics</b>	<b>50% reduction in bus volumes relative to existing condition. ** 80<sup>th</sup> Avenue SE pick-up/drop-off transit stop for local Mercer Island bus service only if requested by the City.</b>		<b>Up to 20 AM and up to 20 PM, or one bus every 3 minutes</b>

**NOTE**

- A. Existing curb space along North Mercer Way is labeled as Bus Bay 1 (WB, north side) and Bus Bay 2 (EB, south side); however, each of these bays are approximately 225 feet in length and can accommodate up to 3 buses at once.

**Limited Service Configuration**

The **Limited Service Configuration** complies with all modifications in the agreement except the first part of *Section 4.3(b)* related to bus layovers, which, as noted above, would prevent KCM from providing any service to Mercer Island. This configuration would limit bus operations to the south side of North Mercer Way (eastbound), with the exception of local service, which would be allowed to operate along the north side of

North Mercer Way (westbound) within the existing bus curb space. The **Limited Service Configuration** allows for a maximum of only 12 buses per hour serving Mercer Island, less than half of existing service levels and less than half of Metro’s proposed 2025 service levels. For reference, this equates to one bus every five minutes and a maximum of three buses laying over at any given time.

### Improved Service Configuration

In addition to the refinement of the layover limits highlighted above, KCM has identified that refinement of *Sections 4.2(a)<sup>3</sup>/4.3(a)<sup>4</sup>*, permitting bus bays along both eastbound and westbound North Mercer Way to be serviced by all KCM buses, would enable better transit service to Mercer Island. Building upon the Limited Service Configuration, the **Improved Service Configuration** would also include an approximately 145-foot flexible curb space for bus layover operations and to support the existing and potential future innovative mobility options (such as commuter rideshare). The **Improved Service Configuration** allows for approximately 16 buses per hour that could serve this transit interchange, or approximately one bus roughly every four minutes. For reference, this volume of activity is still less than half of today’s frequency; a maximum of four buses could layover at any given time.

### Optimal Service Configuration

The **Optimal Service Configuration** builds upon the Improved Service Configuration by adding a preferred pick-up/drop-off stop for local bus service along southbound 80<sup>th</sup> Avenue SE approximately 100 feet south of the future Mercer Island light rail station’s east entrance; this would require a refinement of the first part of *Section 4.2(a)<sup>5</sup>* and would only be included if requested by the City. This stop (currently envisioned as an in-lane bus stop) would provide additional capacity and flexibility for Metro operations at this transit hub, and provide an ideal location for quick, convenient transfers for passengers between light rail and local bus service. The **Optimal Service Configuration** would allow for up to 20 buses per hour that could serve the new Link station—or one bus every three minutes—still lower than existing bus frequency.

### Goals and Objectives Evaluation

**Table 2** provides a detailed evaluation on how each of the proposed refinements satisfies the identified goals and objectives; higher scores reflect an anticipated more favorable outcome.

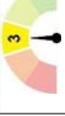
<sup>3</sup> The second part of *Section 4.2(a)* states “all bus drop-off/pick-up and layover areas (other than those for local Mercer Island buses) will be located on the south side of North Mercer Way.”

<sup>4</sup> *Section 4.3(a)* states that “all pick-up/drop-off of passengers will be on the south side of North Mercer Way.”

<sup>5</sup> The first part of *Section 4.2(a)* states “[T]here will be no bus drop-off/pick-up or layover area on 80<sup>th</sup> Avenue SE.”

Table 2: Project Goals and Objectives Evaluation



Project Goals and Objectives	Limited Service Configuration	Improved Service Configuration	Optimal Service Configuration
<b>Goal/Objective 1</b>			
<i>Creates a seamless transfer experience for the customer that is intuitive, safe, barrier-free, weather-protected, and efficient</i>	 Quick, safe, and intuitive transfers between bus and rail. Limited bus/flexible transit curb space would reduce local and system-wide transfer opportunities, resulting in increased wait times and a less seamless transfer experience.	 Additional bus/flexible transit curb space would provide adequate local and system-wide transfers. May require street crossing for connections to light rail station, which is less intuitive, and longer connections are not weather-protected.	 Provides greatest amount of bus/flexible transit curb space, allowing for greater transfer opportunities with shortest wait times. Potential bus stop along 80 <sup>th</sup> Avenue SE would provide quick and convenient transfers to local bus service.
<b>Goal/Objective 2</b>			
<i>Minimize transfer walk distance and number of street crossings for bus/rail transfers</i>	 Short transfer distance as bus pick-up/drop-off points are along North Mercer Way closest to 80 <sup>th</sup> Avenue SE. Potential street crossing for transfers to local and regional bus service.	 Short transfer distance as bus pick-up/drop-off points are along North Mercer Way closest to 80 <sup>th</sup> Avenue SE. Potential street crossing for transfers to local and regional bus service.	 Short transfer distance as bus pick-up/drop-off points are along North Mercer Way closest to 80 <sup>th</sup> Avenue SE. Potential street crossing for transfers to local and regional bus service. Potential bus stop along 80 <sup>th</sup> Avenue SE would provide better access to local bus service.
<b>Goal/Objective 3</b>			
<i>Ready for operation when the East Link light rail service begins in 2023</i>	 Construction of this option will be complete prior to commencement of East Link light rail service, provided decision made in Q1 2019.	 Construction of this option will be complete prior to commencement of East Link light rail service, provided decision made in Q1 2019.	 Construction of this option will be complete prior to commencement of East Link light rail service, provided decision made in Q1 2019.
<b>Goal/Objective 4</b>			
<i>A cost-effective design that represents a transparent and appropriate use of public funds</i>	 Lowest overall construction costs, but limits the amount of bus transit service and flexibility for future innovative mobility options through the transit interchange.	 Construction costs are balanced compared to the level of transit service provided by the additional bus/flexible transit curb space.	 Construction costs are balanced compared to the level of transit service provided by the additional bus/flexible transit curb space. Most cost-effective design based on the additional transit service capacities.

Project Goals and Objectives	Limited Service Configuration	Improved Service Configuration	Optimal Service Configuration
<p><b>Goal/Objective 5</b></p> <p><i>Maximizes benefits to Mercer Island residents and local employers</i></p>	 <p>Providing pick-up/drop-off only on the south side of North Mercer Way limits overall ridership benefits to current and future Mercer Island residents and local employers. Major portion of 150 to 175 passenger transit service trips eliminated.</p>	 <p>Provides pick-up and drop-off areas on both the north and south sides of North Mercer Way, providing transit service flexibility and limited service benefits to current and future Mercer Island residents and local employers.</p>	 <p>Provides pick-up and drop-off areas on both the north and south sides of North Mercer Way and in front of light rail station, providing the most transit service flexibility and benefits to current and future Mercer Island residents and local employers.</p>
<p><b>Goal/Objective 6</b></p> <p><i>Minimizes potential overall property impacts and local community access impacts and maintains through-vehicular traffic on the 80th Avenue SE bridge crossing</i></p>	 <p>Roundabout at N Mercer Way and 77<sup>th</sup> Avenue SE substantially impacts two residential parcels. Through vehicular traffic on 80th Avenue SE will remain.</p>	 <p>Roundabout at N Mercer Way and 77<sup>th</sup> Avenue SE substantially impacts two residential parcels. Through vehicular traffic on 80th Avenue SE will remain.</p>	 <p>Roundabout at N Mercer Way and 77<sup>th</sup> Avenue SE substantially impacts two residential parcels. This configuration include the potential for an in-lane bus stop along 80<sup>th</sup> Avenue SE south of the I-90 EB HOV on-ramp, which may result in minimal impacts to southbound traffic at this location.</p>
<p><b>Goal/Objective 7</b></p> <p><i>Provides excellent multi-modal access for customers while minimizing general pedestrian, bicycle, and vehicle mobility impacts near bus drop-off locations</i></p>	 <p>Fewer pick-up/drop-off and layover bays reduces potential mobility impact points but also reduce potential multi-modal access opportunities.</p>	 <p>Proposed bus/flexible transit curb space provide opportunities for increased multi-modal accessibility and for future innovative mobility options. Expected activity on the north side of North Mercer Way would result in additional pedestrian, bicycle, and vehicle interaction points.</p>	 <p>Proposed bus/flexible transit curb space in this configuration provide the greatest opportunity for multi-modal access and future innovative mobility options. Expected activity on the north side of North Mercer Way would result in additional pedestrian, bicycle, and vehicle interaction points.</p>
<p><b>Goal/Objective 8</b></p> <p><i>Limits diesel idling and limits regional bus circulation through the Town Center</i></p>	 <p>KCM buses do not idle during layover. Future buses will be all electric. Roundabout eliminates regional bus circulation through the Town Center.</p>	 <p>KCM buses do not idle during layover. Future buses will be all electric. Roundabout eliminates regional bus circulation through the Town Center.</p>	 <p>KCM buses do not idle during layover. Future buses will be all electric. Roundabout eliminates regional bus circulation through the Town Center.</p>
<p><b>Total Score (Higher Is Better)</b></p>	<p><b>24</b></p>	<p><b>28</b></p>	<p><b>33</b></p>

## Conclusion and Recommendation

All three of the proposed configurations were developed with the intent of providing a bus/rail interchange that satisfies the Settlement Agreement. Importantly, each configuration will result in lower bus volumes than the numbers operating today, an acknowledgement of the City's stated desire to limit regional transit service on Mercer Island. All three design options include a new roundabout at North Mercer Way and 77<sup>th</sup> Avenue SE, and anticipated bus circulation patterns are identical. The differences are most pronounced in terms of the quality of bus transit service that Sound Transit and KCM are capable of providing the current and future Mercer Island residents, employees, and businesses, and the entire region.

The **Limited Service Configuration** received the lowest score, due to its small footprint that would ultimately result in the least pleasant transfer experience, with the few bus stops and minimal flexible transit curb space resulting in longer wait times. KCM would not be able to provide adequate local Mercer Island bus service with this configuration, resulting in loss of service to the current 150 to 175 daily bus passenger trips between Mercer Island and eastside communities. In addition, less ability to connect between bus and rail along the East Link will likely result in more customers from the greater Eastside and I-90 corridor driving to Mercer Island to park. Based on the foregoing, this configuration does not meet Metro's current or future operational needs.

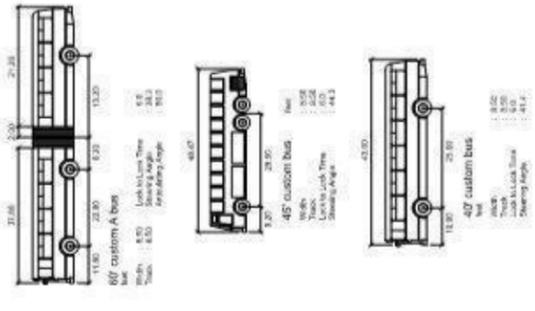
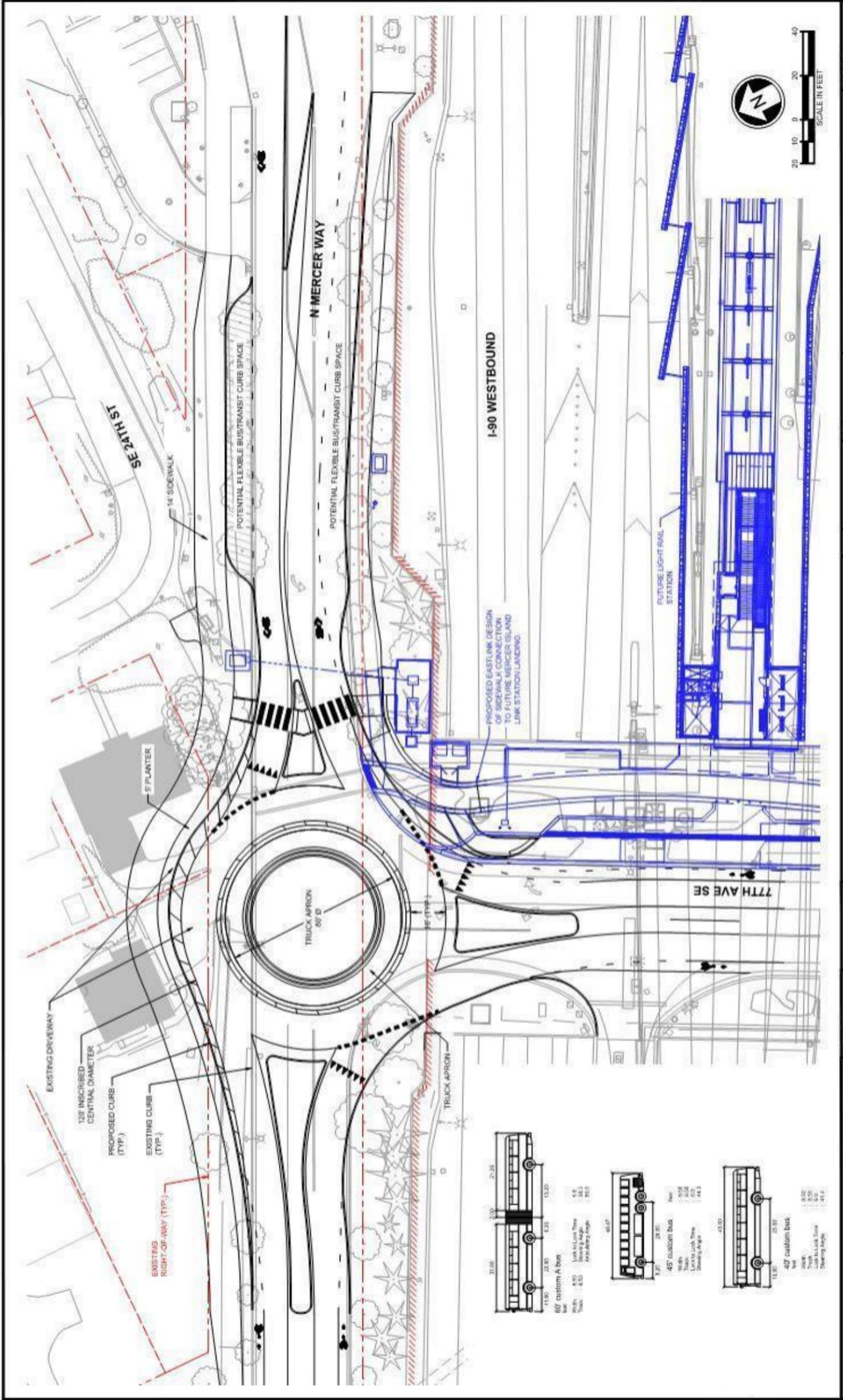
The **Improved Service Configuration** received the intermediate score. The layout of transit curb space is most similar to the current condition, effectively creating active spaces between the Mercer Island P&R, bus transfer points along North Mercer Way, and the future light rail station. This configuration would include additional layover/flexible transit space when compared with the Limited Service Configuration, comparatively ranking higher for goals and objectives relating to seamless transfer experience, cost-effective design, and maximum benefit to current and future Mercer Island residents and employers.

The **Optimal Service Configuration**, which received the highest score expands on the Improved Service Configuration by adding bus/transit curb space approximately 100 feet south of the future east entrance to the light rail station along 80<sup>th</sup> Avenue SE. This additional bus bay/stop allows for the potential for seamless transfers for local bus service, shorter transfer distance, reduced walking distances to the Town Center, reduced impacts to vehicles accessing the I-90 HOV lanes, and maximizes benefits to the Mercer Island community by providing space for future service changes and opportunities for innovative mobility options. In sum, the **Optimal Service Configuration** provides the best transit benefits in terms of: flexibility for future mobility options; immediacy of transfer experience; and transfer reliability and best meets Sound Transit's and KCM's current and future operational needs.

As such, the **Optimal Service Configuration** is the recommended path forward in implementing the Settlement Agreement as this configuration includes refinements which satisfy joint goals and objectives to the highest degree and represents the best design in fulfilling the intent of the bus/rail integration section of the Settlement Agreement while best meeting Sound Transit's and Metro's current and future operational needs.

# EXHIBIT A

## Proposed 77<sup>th</sup> Avenue SE Roundabout—Conceptual Design



<b>CONCEPT LEVEL</b>		DESIGNED BY C. KOESTER D. AHRENSFELD	DATE JUL 14, 2011	APPROVED BY A. WILEN	DATE JUL 14, 2011
		DAVID EVANS AND ASSOCIATES INC. 1402 SE Englewood Way, Suite 400 Bellevue, WA 98005 Phone: 425-731-0200	SCALE AS NOTED SHEET NO. 001_PREF UT	CONTRACT NO. RTA/AE 0207-13	DATE 03/1/09
		SourceTransit	EAST LINK PROJECT MERCER ISLAND TRANSIT INTERCHANGE 77TH AVE SE & N MERCER WAY CONCEPTUAL ROUNDABOUT PLAN		
			SCALE: 1" = 20'	PROJECT NO. CP001-PREF	REVISION 1 OF 2

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## **BUS SERVICE PLANNING AND OPERATIONAL FAQS**

### **1. What is the vision for Metro service from Mercer Island to Eastside cities?**

Metro strives to provide the best regional service network to its customers, one that offers a convenient and competitive alternative to driving alone. Metro published METRO CONNECTS in 2016, laying out a preliminary plan for future regional service when East Link opens. This document was part of extensive public outreach process. To improve service when Link light rail opens, Metro will reinvest service hours that are currently used to run buses into Seattle from Eastside communities.

This reinvestment will restructure and enhance Eastside service to compliment the new light rail network. It will connect Eastside communities not served by East Link, including Issaquah, North Bend, and Sammamish, to light rail as well as jobs and services on Mercer Island. Specifically for Mercer Island, this service will aim to reduce vehicle trips and parking demand from the Eastside on Mercer Island streets and public parking facilities. It is anticipated that ST Express Bus routes currently serving Mercer Island will either be eliminated (ST 550) or terminate at South Bellevue (ST 554). There is no bus service envisioned between Mercer Island and Seattle.

For Metro service, Mercer Island was identified as the fastest and most logical westbound terminus and transfer point to light rail (i.e. the place where Metro service begins, ends, and pauses for required driver rest periods) due to its proximity and accessibility to the I-90 HOV lanes. There will be approximately 4 spaces on Mercer Island for buses to layover, which will limit non-local bus volumes to below existing levels that serve the island. In 2021, roughly 18-24 months before East Link opens, Metro will lead an extensive public engagement and planning process to make final decisions about the planned service outlined in METRO CONNECTS.

### **2. How will local intra-island bus service change on Mercer Island?**

In 2021, roughly 18-24 months before East Link opens, Metro will lead an extensive public engagement and planning process to give Mercer Island residents and visitors the opportunity to provide input and feedback on transit services and routing when East Link opens. This process will guide Metro's decisions about the existing Route 204, Route 630, and other transit and mobility services on Mercer Island.

### **3. When will this new service plan be implemented?**

Metro will restructure its service in conjunction with the opening of East Link in 2023. Planning and public outreach will begin in 2021, roughly 18-24 months before East Link opens.

### **4. How will buses coming from Eastside communities navigate on Mercer Island?**

Westbound buses will exit I-90 from the HOV off-ramp onto northbound 80<sup>th</sup> Ave. Buses will take a left (westbound) on North Mercer Way and drop off customers at the existing bus stop of the north side of North Mercer Way. Buses will then make a 180-degree turn at the proposed roundabout at 77<sup>th</sup> Ave and travel back east to pick up customers at the existing bus stop on the south side of

North Mercer Way. Buses will then turn right (southbound) on 80<sup>th</sup> Ave to access the eastbound I-90 HOV on-ramp and return to the Eastside.

**5. How will the proposed layover spaces operate on Mercer Island?**

After dropping off passengers on the north side of North Mercer Way, buses will utilize the layover spaces on the north or south sides of North Mercer Way for operator rest periods and to maintain schedules. Buses will then pick-up passengers on the south side of North Mercer Way before accessing the eastbound I-90 HOV on-ramp to return to the Eastside.

Metro will need to utilize layover space on the north and south sides of North Mercer Way to meet King County Metro's operational needs. Average layover times refer to the time required for operator rest periods and are generally uniform, scheduled to be about 15 minutes. A reasonable range is 10-20 minutes. Metro has an incentive to minimize time not spent providing service.

**6. How was the passenger transfer experience incorporated into the transit interchange design?**

The existing bus stops on the north and south sides of North Mercer Way, located closest to 80<sup>th</sup> Avenue SE, will remain as each is within close proximity to the entrance to the future light rail station. In addition to siting the bus stops close to the light rail station entrance, the proximity of the proposed layover/flex space provides the best opportunity for coordinated light rail and bus service, resulting in quick and reliable transfers, as well as flexibility for future innovative mobility options.

**7. Will these plans impact the existing park and ride lot?**

No, there will be no changes to the existing park and ride lot.

**8. Will any buses navigate through the Mercer Island town center on 27<sup>th</sup> St?**

Only local, intra-island bus service will travel south of I-90.

**9. Why is Mercer Island a better connection point to Link light rail than South Bellevue for Eastside communities?**

To access South Bellevue, Metro customers would have to travel off I-90 onto Bellevue Way, north to the station, and then board Link and double back down Bellevue Way to I-90. Particularly eastbound, the merge from Bellevue Way to I-90 is extremely congested and presents safety and operational challenges for buses merging across several lanes to get from Bellevue Way into the center HOV lane. This travel time, assuming a 5-minute light rail trip from South Bellevue to Mercer Island, is 10 minutes longer during peak travel periods than traveling directly from Eastgate to Mercer Island.

In addition, direct service to Mercer Island avoids out-of-direction travel and provides safer, quicker connections to/from the I-90 HOV lanes, resulting in faster bus travel times and discouraging Eastside drivers from parking on Mercer Island to reach Link light rail. Finally, Metro has already planned to completely fill the capacity for bus transfers at South Bellevue Station and cannot plan for additional routes there.

**10. How will bus volumes from other jurisdictions change along North Mercer Way when Link light rail opens?**

Bus volumes from off-island locations will decrease when Link light rail opens. Today, there are over 30 buses per hour serving Mercer Island from off-island locations during peak commuter periods. When Link light rail opens, bus service from off-island locations is anticipated at about 20 buses per hour during peak commuter periods.

**11. If bus volumes are decreasing, why is additional curb space needed for buses?**

Expansion of curb space is related to layover needs. Layover is short-term parking spaces for buses that allow for mandated operator rest periods and schedule adherence. As indicated in Question 1, Mercer Island will be the westbound terminus for restructured routes, thus requiring space for short layover periods to allow for mandated driver rest periods. Some of the curb space will allow flexibility for the future as new and emerging services and technologies come into play that affect bus service as well as other modes of travel. Nearer to the opening of East Link, Metro will lead public outreach to fine-tune preliminary plans and develop a specific service plan.

**12. What is impacted by allowing additional North Mercer Way layover space on the north side of the street?**

The roundabout design and additional layover on the north side of N. Mercer Way is still in the conceptual design phase. As envisioned, the proposed layover may require the removal of up to five trees. The adjacent sidewalk width would be maintained or improved per the City of MI's design preference. This work would be completed in conjunction with the construction of the roundabout at 77<sup>th</sup> Avenue SE and N. Mercer Way.

**13. Will there be a bus stop on the west side of 80<sup>th</sup> Ave?**

A bus stop on 80<sup>th</sup> Ave would be south of the eastbound I-90 on-ramp and would be for local Mercer Island service only. This stop is optional and will only be implemented if desired by Mercer Island. If implemented, there will be no additional construction necessary for this local bus stop; Metro will install a flag (or route ID sign) at this location.

**MI TRANSIT INTEGRATION OPERATIONAL AND CONFIGURATION STUDY FAQs**

**14. What is the context and purpose of the transit interchange project?**

The City of Mercer Island (MI) and Sound Transit (ST) signed a legal Settlement Agreement in 2017. We have made a lot of progress implementing the Settlement Agreement for the East Link Project. We have:

- a. Implemented a pilot project for last mile solutions;
- b. Implemented bike and sidewalk improvements at the Mercer Island Park & Ride (P&R);
- c. Contributed to the Aubrey Davis Master Plan;
- d. Worked together on parking replacement at the future TOD (Tully's) site; and
- e. Worked collaboratively with King County Metro (Metro) to implement Bus/Rail Integration on Mercer Island.

Transit is important to Mercer Island, as evidenced by transit ridership and use of the Mercer Island P&R facility. Transit provides for:

- Valuable connections to jobs for MI residents and employees. Metro recently researched that even after East Link opens, 150-175 people a day on Mercer Island are using bus transit to and from Eastside destinations that won't be served by LINK.
- Less non-island traffic on Mercer Island, and
- Less MI Town Center employees looking for parking.
- In addition, support for transit service furthers the City's commitment to sustainability and livability by reducing Greenhouse Gas (GHG) emissions.

At each East Link station, similar to existing link light rail stations, efforts have been made to refine bus connections with the light rail system, creating efficiencies, enhancing transit reliability, and enabling future service expansion. Sound Transit has been coordinating with the City of Mercer Island, King County Metro (Metro), and the Washington State Department of Transportation (WSDOT) to refine a transit integration plan on Mercer Island.

**15. How was the proposed operational configuration developed?**

All three agencies (e.g., Sound Transit, City of Mercer Island, and Metro), with WSDOT consultation, collaborated in an effort to study and identify bus/rail integration opportunities on Mercer Island per the following eight goals/objectives:

- Creates a seamless transfer experience for the customer that is intuitive, safe, barrier-free, weather-protected, and efficient;
- Minimizes transfer walk distance and number of street crossings for bus/rail transfers;
- Ready for operation when the East Link light rail service begins in 2023;
- A cost-effective design that represents a transparent and appropriate use of public funds;
- Maximizes benefits to Mercer Island residents and local employers;
- Minimizes potential overall property impacts and local community access impacts and maintains through-vehicular traffic on the 80<sup>th</sup> Avenue SE bridge crossing;
- Provides excellent multi-modal access for customers while minimizing general pedestrian, bicycle, and vehicle mobility impacts near bus drop-off locations; and
- Limits diesel idling and limits regional bus circulation through the Town Center.

These joint goals and objectives, combined with meeting Metro operational needs, serve as the basis for evaluating refinements to the modified 77<sup>th</sup> Avenue SE Configuration as outlined in the Settlement Agreement.

**16. What were the findings from the Mercer Island Transit Interchange Operational and Configuration Study? How is this similar to the legal Settlement Agreement?**

The Operational and Configuration Study, conducted by David Evans and Associates, Inc. as contracted by Sound Transit, reviewed and evaluated how best to implement the Settlement Agreement and meet Metro's operational needs. In addition to a new roundabout at the intersection of 77<sup>th</sup> Avenue SE and North Mercer Way, the proposed configuration is consistent with key Settlement Agreement modifications to the 77<sup>th</sup> Avenue SE Configuration, including:

- Limiting future bus volumes to no greater than existing volumes;

- No routing of regional Metro buses through downtown Mercer Island;
- Limiting bus layovers to an average of fifteen (15) minutes; and
- No idling of buses.

The configuration that most closely represents the 77<sup>th</sup> Avenue SE Configuration from the *2017 SEPA Addendum*, received the highest (most desirable) score. The proposed configuration:

- Provides for the greatest amount of transit service and flexibility of transit service operations, which would result in fewer single-occupant vehicle trips on Mercer Island from non-Island commuters.
- Provides the best transfer experience in terms of immediacy and reliability, and the ability to best coordinate service between transit agencies with timed transfers.
- Provides most flexibility for future mobility options, including Metro, micro-transit opportunities, and rideshare.
- Provides the best ability to respond to future needs and an enhanced Eastside transit network.

The proposed configuration allows Metro to provide adequate transit service. Any less layover prevents effective Metro operations, and compromises joint goals identified by the City, Metro, and Sound Transit, to provide excellent multi-modal access for customers and achieve the greatest benefit for Mercer Island residents and local employers.

It is also important to note that the amount of pick-up, drop-off, and layover bays included as part of the proposed configuration would only allow for approximately half of the service levels preferred by Metro per METRO CONNECTS, an acknowledgement by Metro of the City's stated desire to limit regional transit service on Mercer Island.

**17. How is the proposed configuration refined from the restrictions in Settlement Agreement? What is the Settlement Agreement's role in the design of the transit interchange?**

As part of the Settlement Agreement between the City of Mercer Island and Sound Transit for the East Link Project, both parties agreed to work jointly in implementing a modified 77<sup>th</sup> Avenue SE Configuration—with Metro concurrence—of the proposed bus/rail transit integration facility as identified in the *2017 SEPA Addendum* to the *East Link FEIS*. These modifications included:

- No bus drop-off/pick-up or layover areas on 80<sup>th</sup> Avenue SE and that these areas will be located only on the south side of North Mercer Way;
- No regional bus circulation through the Town Center;
- Bus volumes will not exceed current bus volumes; and
- Bus layovers will be limited to no more than fifteen (15) minutes and then only during the afternoon peak period.

The Settlement Agreement states: “(t)o the extent the King County Metro buses are necessary to coordinate service, the Parties (e.g., Sound Transit and the City of Mercer Island) agree that the 77<sup>th</sup> Avenue SE Configuration cannot be implemented without King County Metro’s agreement.” Metro has raised concerns regarding the 77<sup>th</sup> Avenue SE Configuration modifications as described in the Settlement Agreement that would create significant tradeoffs and **negatively impact current and**

**future Metro operational needs and Mercer Island residents and businesses**, including (but not limited to):

- Unpredictable and increased transfer times between bus and rail modes;
- Reduction in connectivity to Mercer Island, noting that an existing 150 to 175 daily trips originate or end at Mercer Island to/from areas that will not be served by East Link; and
- Additional non-island traffic on Mercer Island and non-island commuters at Mercer Island Park & Ride.

Importantly, layover limits have the most severe impact and could prohibit any level of service on Mercer Island, including local Mercer Island service. Metro would not be able to provide peak service to Mercer Island, or all-day on-island service, if layovers are limited to the afternoon peak period. Limiting bus layover to only during the afternoon peak period, would eliminate the opportunity to provide coordinated bus-rail transfers on Mercer Island, including services for the on-island Mercer Island routes. Metro cannot legally limit bus layover durations that conflict with labor contract requirements mandating operator rest periods. However, typical layover times are approximately 15 minutes or less so the majority of layovers would meet the intent of this restriction.

**18. How will the final configuration be selected?**

An Executive Committee, composed of staff from Sound Transit, Metro and the City of Mercer Island staff, reviewed the study findings and has recommended the highest scoring configuration for implementation. The project team will provide a project update to the Mercer Island City Council at a study session on Tuesday, March 19, 2019 at 5:30 pm at City Hall. This session serves to inform the City Council of how we are implementing the Settlement Agreement; no formal action is required from the City Council.

**19. Will the community be able to ask questions and provide comments on this project?**

The community can ask questions about the future King County Metro level of service and operation as they relate to transit integration and the City's current and future mobility goals through Let's Talk. In addition, the project team will provide a project update to the Mercer Island City Council at a study session on Tuesday, March 19, 2019 at 5:30 pm at City Hall. This session is open to the public and will be recorded.

During East Link's Final Design process, Sound Transit heard from the public that their preference was for the transit integration and roundabout to take place at 77<sup>th</sup> Ave. This was reflected in the 2017 Settlement Agreement between Sound Transit and Mercer Island. At this time, there are no decisions that require additional meaningful public engagement as the location of the roundabout has not changed from East Link Final Design and the proposed transit interchange implements the Settlement Agreement.

**20. What about the design for the 80th Avenue station entrance plaza and landscaping?**

During East Link final design, the 80<sup>th</sup> Avenue entrance was brought to 60% design. After the 2015 Mercer Island Listening Tour, where the public expressed concern for the 80<sup>th</sup> Avenue SE Transit Integration option, the design was paused as discussion continued between Sound Transit and the City of Mercer Island through the Settlement Agreement process.

By the 3<sup>rd</sup> Quarter of 2019, Sound Transit will engage the broader Mercer Island community about the landscape design in front of the station along 80<sup>th</sup> Avenue SE and its connection to the future Tully's site commuter parking and mixed-use project and Aubrey Davis Park (Master Plan).

The areas in front of station entrances are to conform to the Sound Transit Design Criteria Manual (DCM) and the design and construction of such facilities will be managed by Sound Transit. The design will not go through a formal Design Review. As with previous designs for the station components, input from the MI Design Commission, Arts Council and the community will be gathered. This area is located on a structure owned by WSDOT and is therefore subject to their review as well.

**21. Has Sound Transit coordinated with the City of Mercer Island regarding the Aubrey Davis Park Master Plan?**

Sound Transit is engaging with the City of Mercer Island regarding Aubrey Davis Park Master Plan as outlined in the Settlement Agreement, which will include providing safe access to the future light rail station and re-routing of the I-90 bicycle route to avoid conflicts with the Mercer Island Park & Ride. Some improvements adjacent to the MI Park & Ride have been recently completed.

**22. What is the project's history? What Environmental Review has been conducted?**

The transit interchange project (also known as "bus/rail integration") was first included in the *East Link Final Environmental Impact Statement (FEIS)* in 2011. Based on further study, community outreach, and consultation with the City of Mercer Island, WSDOT, and Metro, Sound Transit developed two additional configurations for transit integration on Mercer Island that differ from the plan evaluated in the original *East Link FEIS*. All three configurations were evaluated in the *2017 State Environmental Policy Act (SEPA) Addendum to the East Link FEIS*:

**FEIS Configuration**

The FEIS Configuration most resembles how buses currently operate on Mercer Island, with bus stops on both the north and south sides of North Mercer Way. Eastbound buses would exit I-90 via the 77<sup>th</sup> Avenue SE, pick-up/drop-off passengers on the south side of North Mercer Way, and continue to I-90 eastbound via the 80<sup>th</sup> Avenue SE HOV on-ramp; westbound buses would exit I-90 via the 80<sup>th</sup> Avenue SE HOV off-ramp, pick-up/drop-off passengers on the north side of North Mercer Way, and continue to I-90 westbound via the 76<sup>th</sup> Avenue SE on-ramp. Differing from current conditions, the FEIS Configuration would include a layover area on the south side of North Mercer Way and a bus pick-up/drop-off area along southbound 80<sup>th</sup> Avenue SE directly in front of the future light rail station entrance. The configuration assumes buses would operate between Mercer Island and Seattle.

**77<sup>th</sup> Avenue SE Configuration**

The 77<sup>th</sup> Avenue SE Configuration would include the construction of a new roundabout at the intersection of 77<sup>th</sup> Avenue SE and North Mercer Way, replacing the current three-way junction (or T intersection) at this location. This configuration would allow for westbound buses to enter the transit interchange I-90 at the 80<sup>th</sup> Avenue SE HOV off-ramp and exit on I-90 eastbound via the 80<sup>th</sup> Avenue SE HOV on-ramp via the proposed roundabout. The 77<sup>th</sup> Avenue SE Configuration

would preserve the existing bus stops along both the north and south sides of North Mercer Way, while adding additional bus layover space along North Mercer Way to the west of the existing bus stops and an additional bus stop along southbound 80<sup>th</sup> Avenue SE in front of the future light rail station. This configuration would prevent the need for regional buses from circulating through the Town Center and assumes buses would no longer operate between Mercer Island and Seattle (Seattle-bound bus riders would transfer to light rail at the future light rail station). This configuration would also require private property acquisition for development of the roundabout.

**80<sup>th</sup> Avenue SE Configuration**

The 80th Avenue SE Configuration would route buses in a counter-clockwise direction through a bus transfer area along southbound 80<sup>th</sup> Avenue SE in front of the future light rail station entrance. This configuration would allow for westbound buses to enter the transit interchange I-90 at the 80<sup>th</sup> Avenue SE HOV off-ramp and exit on I-90 eastbound via the 80<sup>th</sup> Avenue SE HOV on-ramp without having to travel outside of 80<sup>th</sup> Avenue SE (with the exception of layover routes). This configuration would include a layover space on the south side of North Mercer Way, and the existing bus stop along North Mercer Way would remain and serve local bus routes. Similar to the 77<sup>th</sup> Avenue SE Configuration, this configuration assumes buses would no longer operate between Mercer Island and Seattle and Seattle-bound bus riders would transfer to light rail at the future light rail station. *This configuration is no longer under consideration, per the Settlement Agreement.*



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5535  
March 19, 2019  
Special Business**

<b>WOMEN'S HISTORY MONTH PROCLAMATION</b>	<b>Action:</b> Proclaim March 2019 as Women's History Month in the City of Mercer Island.	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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<b>DEPARTMENT OF</b>	City Manager (Ali Spietz)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Women's History Month Proclamation 2. 10 <sup>th</sup> Anniversary Celebration for Stanley Ann Dunham Scholarship Fund
<b>2018-2019 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	n/a
<b>AMOUNT BUDGETED</b>	\$	n/a
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

In 1987 the US Congress designated March as **National Women's History Month**. This creates a special opportunity in our schools, our workplaces, and our communities to recognize and celebrate the often-overlooked achievements of American women. The 2019 National Women's History theme, "Visionary Women: Champions of Peace & Nonviolence" honors "women who have led efforts to end war, violence, and injustice and pioneered the use of nonviolence to change society."

**International Women's Day** (March 8) provides an important moment to showcase commitment to women's equality, launch new initiatives and action, celebrate women's achievements, raise awareness, highlight gender parity gains and more. The 2019 International Women's Day campaign theme, "#BalanceforBetter" celebrate women's achievements while calling for a more gender-balanced world. Balance is not a women's issue, it's a business issue. The race is on for the gender-balanced boardroom, a gender-balanced government, gender-balanced media coverage, a gender-balance of employees, more gender-balance in wealth, and gender-balanced sports coverage. Gender balance is essential for economies and communities to thrive.

This proclamation recognizes that Women's History honors and celebrates the struggles and achievements of American women throughout the history of the United States and that International Women's Day is a global day celebrating the social, economic, cultural and political achievements of women - while also marking a call to action for accelerating gender balance.

Accepting the proclamation is Eileen Concannon, Mercer Island resident, community activist, and retired attorney. She is a lifelong advocate for social justice and women's rights. She served as President of the King County Bar Association, Chair of KCBA's "Glass Ceiling Task Force", Chair of the Women's Center Board at University of Washington, Vice-President of Washington Women Lawyers, and on the Washington State Supreme Court Commission on Gender and Justice, and the American Bar Association's Commission on Domestic Violence. She currently serves on the boards of the Refugee Women's Alliance, the Irish Heritage Immigrant Support Group, and the Women's Center.

Eileen is currently the Chair of the Stanley Ann Dunham Scholarship Fund Board, which works to empower young women to be leaders and active world citizens through education and service. Each year, the Fund provides college scholarships to graduating senior women from Mercer Island and Rainier Beach high schools who demonstrate commitment to the values of social activism, global service, and educational pursuit that Dr. Stanley Ann Dunham practiced in her life and work. In addition to being the mother of the 44th president, President Barack Obama, Stanley Ann Dunham earned her Doctorate in Anthropology after graduating from Mercer Island High School in 1960 and pioneered a microfinance model that is still in use today around the world.

On Sunday, May 5, 2019, the Fund will celebrate its 10th anniversary at the annual Award Ceremony which will be held at the Northwest African American Museum. President Obama's sister, Dr. Maya Soetoro-Ng, will be the keynote speaker (see Exhibit 2).

## **RECOMMENDATION**

*Assistant to the City Manager*

Mayor presents the proclamation and proclaims March 2019 as Women's History Month.



City of Mercer Island, Washington

# Proclamation

**WHEREAS**, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways and served as early leaders in the forefront of every major progressive social change movement;

**WHEREAS**, American women have played and continue to play a critical economic, cultural, and social role in every sphere of life by constituting a significant portion of the labor force working inside and outside of the home and by providing the majority of the volunteer labor force of the Nation;

**WHEREAS**, the 2019 National Women's History theme, "**Visionary Women: Champions of Peace & Nonviolence**" honors women who have led efforts to end war, violence, and injustice and pioneered the use of nonviolence to change society;

**WHEREAS**, the 2019 International Women's Day campaign theme, **#BalanceforBetter** which celebrate women's achievements while calling for a more gender-balanced world;

**WHEREAS**; gender balance is essential for economies and communities to thrive;

**WHEREAS**, the City of Mercer Island is celebrating Women's History Month by featuring different groups of women City leaders each week in the *MI Weekly*: Mercer Island Women pioneers, the City Council, the City Leadership Team, and City Boards and Commissions members; and

**WHEREAS**, the City of Mercer Island City Council collectively with the City's Leadership Team currently maintains a perfect 50-50 gender-balanced team of leaders; and

**WHEREAS**, Eileen Concannon, Mercer Island resident, community activist, retired attorney, and Chair of the Stanley Ann Dunham Scholarship Fund Board is accepting this proclamation for her work as an advocate for women's rights and marginalized communities.

**NOW, THEREFORE**, I, Debbie Bertlin, Mayor of the City of Mercer Island, do hereby proclaim March 2019 as

## WOMEN'S HISTORY MONTH

in the City of Mercer Island and urge all Islanders to take the opportunity to empower women in all settings, rural and urban, and celebrate the activists who are working relentlessly to claim women's rights and realize their full potential.

**APPROVED**, this 19th day of March 2019



\_\_\_\_\_  
Mayor Debbie Bertlin

Proclamation No. 236



Clare Meeker and Dr. Maya Soetoro-Ng. Dr. Soetoro-Ng will be the foundation's keynote speaker in May.

# *A President's* **MOTHER** *in our Midst*

by Eileen Mannion Concannon, Chair of Stanley Ann Dunham Scholarship Fund

A global vision, relentless work on behalf of those in need, the ability to bridge diverse cultures, bright and daring young woman decades ahead of her time: these are a few of the qualities of an outstanding student who attended our Island's high school in the late 1950s. Her name is not a "household name": Dr. Stanley Ann Dunham, mother of President Barack Obama and Dr. Maya Soetoro-Ng.

Dunham passed away from ovarian cancer in 1995 at the age of 52, years before her son entered the national consciousness. That might explain why so many are not familiar with her name or life story. But it is Dunham's unique journey, her stamina and courage, that set her apart and inspire so many of us in hindsight to appreciate her remarkable achievements as a woman, anthropologist, global resident, and mother of two outstanding citizens and community activists.

In 2010, Mercer Island High School alums established a Scholarship Fund for senior women in Dunham's name. The Fund has since expanded to Rainier Beach High School, with the hope that it can continue to expand to several other Seattle-based schools in the coming years. Scholarships in the amount of \$5,000 are awarded to young women who exhibit Stanley Ann's personal characteristics: social activism, global service, and the courage to dream beyond the confines of the predictable. On Sunday, May 5, 2019, we will celebrate the Fund's 10th anniversary at the annual Award Ceremony which will be held at the Northwest African American Museum. We are pleased to announce that President Obama's sister, Dr. Maya Soetoro-Ng, will be our keynote speaker.

Soetoro-Ng is very much her mother's daughter. Her professional career and personal passions have focused on leadership, global learning, peace studies, and community outreach. And she recently accepted a position with the Obama Foundation. That Foundation is based on a core belief: "that ordinary people working together can change history." Stanley Ann Dunham, Maya

Soetoro-Ng, and Barack Obama may have been born "ordinary." But the choices they made have affected people around our globe. Dunham became an extraordinary individual. And fortunately, we are beneficiaries of the two extraordinary children she brought into this world.

For more information about our scholarship, go to [stanleyannandunhamfund.org](http://stanleyannandunhamfund.org).

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CERTIFICATION OF CLAIMS

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

Charles L. Corder  
Finance Director

I, the undersigned, do hereby certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

<u>Report</u>	<u>Warrants</u>	<u>Date</u>	<u>Amount</u>
Check Register	197225 -197331	3/07/2019	\$ 218,414.49
			<b>\$ 218,414.49</b>

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<b>Org Key: 001000 - General Fund-Admin Key</b>				
P0102852	00197313	STRYKER CORP	Rental FA-2181 completed. Retu	400.00
P0102958	00197278	KING CO PROSECUTING ATTORNEY	2019 COURT REMITTANCE KC CRIME	312.18
P0102958	00197278	KING CO PROSECUTING ATTORNEY	2019 COURT REMITTANCE KC CRIME	230.75
P0102957	00197276	KC PET LICENSES	2019 KC PET LICENSE FEES COLLE	60.00
P0102853	00197259	FAMILY SYSTEMS THERAPISTS NW	Rental FA-2154 completed. Retu	50.00
P0102957	00197276	KC PET LICENSES	2019 KC PET LICENSE FEES COLLE	40.00
<b>Org Key: 402000 - Water Fund-Admin Key</b>				
P0102870	00197315	SUPPLY SOURCE INC,THE	INVENTORY PURCHASES	1,244.61
	00197270	HONGSHENG LLC	OVERPAYMENT REFUND	581.66
	00197297	PIANKO, JAMES & DOROTHY	OVERPAYMENT REFUND	463.76
	00197293	PATEL, MONICA AGARWAL & ANOOP	OVERPAYMENT REFUND	407.91
	00197302	RICE, JAMES	OVERPAYMENT REFUND	272.98
	00197295	PECORA, PETER & PATTY	OVERPAYMENT REFUND	230.56
P0102824	00197254	DUNN LUMBER COMPANY	INVENTORY PURCHASES	214.37
	00197331	WILBUR, JASON & MICHELLE	OVERPAYMENT REFUND	162.61
P0102820	00197244	COMMERCIAL LANDSC SUPPLY INC	INVENTORY PURCHASES	144.31
	00197235	BRUMME, CHRIS	OVERPAYMENT REFUND	123.23
	00197260	FARMERS NEW WORLD LIFE INS	BACKFLOW FINE REFUND	100.00
	00197296	PERE, JENNIFER	BACKFLOW FINE REFUND	100.00
P0102807	00197262	FORESTRY SUPPLIERS INC	INVENTORY PURCHASES	39.75
<b>Org Key: CA1100 - Administration (CA)</b>				
	00197316	SWAN, MARY	WORKING PAPERS DELIVERY FEE	22.49
<b>Org Key: CM1100 - Administration (CM)</b>				
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	42.08
<b>Org Key: CO6100 - City Council</b>				
P0102873	00197250	DANIEL, KAMARIA	MITV MISD Mtg 2/14/19	300.00
P0102873	00197250	DANIEL, KAMARIA	MITV Council Mtg 2/26/19	300.00
P0102873	00197250	DANIEL, KAMARIA	MITV MISD Mtg 2/28/19	300.00
	00197231	BERTLIN, DEBBIE	MILEAGE EXPENSES	73.08
	00197253	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINT FEB 2019	23.80
<b>Org Key: DS0000 - Development Services-Revenue</b>				
P0102856	00197287	MI SCHOOL DISTRICT #400	Remit School Impact Fees Nov a	34,345.31
<b>Org Key: DS1100 - Administration (DS)</b>				
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	134.67
<b>Org Key: DS1200 - Bldg Plan Review &amp; Inspection</b>				
	00197263	GARDNER, BRENT	WORK CLOTHES	88.90
<b>Org Key: FN0000 - Finance Department-Revenue</b>				
	00197282	MAHFUZ, ROVENA	BUSINESS LICENSE REFUND	30.00
<b>Org Key: FN1100 - Administration (FN)</b>				
P0102803	00197311	STATE AUDITOR'S OFFICE	FYE 2017 Annual Audit costs	6,757.61
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	176.77
<b>Org Key: FN2100 - Data Processing</b>				
P0102377	00197286	MI CHAMBER OF COMMERCE	MONTHLY BILLING FOR SERVICES	1,200.00

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	3.23
<i>Org Key: FR1100 - Administration (FR)</i>				
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	419.63
P0102886	00197242	COMCAST	Internet Charges/Fire	108.55
P0102891	00197243	COMCAST	Internet Charges/Fire	88.60
P0102892	00197279	KROESENS UNIFORM COMPANY	Daily Uniform/Rostov	41.75
P0102887	00197242	COMCAST	Internet Charges/Fire	11.47
<i>Org Key: FR2100 - Fire Operations</i>				
P0102405	00197258	EPSCA	MONTHLY RADIO ACCESS FEES 44 R	1,111.00
P0102892	00197279	KROESENS UNIFORM COMPANY	Daily Uniforms (Stalker, Gruge	418.85
P0102888	00197289	MUNICIPAL EMERGENCY SERVICES	Kevlar 4 Strap Harness	320.65
P0102890	00197252	DAY MANAGEMENT CORP	800 mhz Radio Repairs	297.00
	00197228	AUSTIN, RAY	PER DIEM REIMBURSEMENT	101.50
	00197241	COLLIER, BARRY	PER DIEM REIMBURSEMENT	101.50
	00197271	HORSCHMAN, BRENT	PER DIEM REIMBURSEMENT	101.50
P0102889	00197320	TEC EQUIPMENT INC	Apparatus Parts	36.56
P0102884	00197327	VERIZON WIRELESS	Cell Charges/Fire	32.94
P0102883	00197306	SEATTLE AUTOMOTIVE DIST INC	Misc. Apparatus Parats	23.32
P0102405	00197258	EPSCA	QTLY ACCESS FEE REBATE FIRE	-194.04
<i>Org Key: FR2500 - Fire Emergency Medical Svcs</i>				
P0102885	00197226	AIRGAS USA LLC	Oxygen/Fire	225.81
<i>Org Key: GGM001 - General Government-Misc</i>				
P0102766	00197283	MANAGEMENT PARTNERS	Fiscal Sustainability Plan -	13,000.00
P0102832	00197314	SUMMIT LAW GROUP	Legal Services; Inv#100682	1,632.00
<i>Org Key: GGM004 - Gen Govt-Office Support</i>				
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	612.06
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	396.70
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	211.19
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	186.08
	00197253	DEPT OF ENTERPRISES SERVICES	WINDOW ENVELOPES PRINTING	180.30
<i>Org Key: IGMA02 - Alcoholism Program</i>				
P0099453	00197275	KC FINANCE	Remit 2018 Liquor Excise Tax	1,602.95
<i>Org Key: IS2100 - IGS Network Administration</i>				
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	1,313.29
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	759.30
<i>Org Key: MT2100 - Roadway Maintenance</i>				
	00197323	TROY, BRIAN CASEY	MILEAGE EXPENSE	36.19
<i>Org Key: MT2500 - ROW Administration</i>				
P0102454	00197301	REPUBLIC SERVICES #172	2019 ROW DISPOSAL/RECYCLING SE	2,346.45
P0102455	00197301	REPUBLIC SERVICES #172	2019 PW SWEEPER HAUL AWAY	368.99
	00197268	HEATH, SCOTT C	MILEAGE EXPENSE	170.69
	00197273	HUYNH, JASON	MILEAGE EXPENSES	40.54
<i>Org Key: MT3000 - Water Service Upsizes and New</i>				
P0102897	00197290	OVERLAKE OIL	RESERVOIR FULE	167.38

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: MT3100 - Water Distribution</i>				
P0102910	00197236	BSK ASSOCIATES	UCMR4	650.00
	00197272	HUNTER, ALLEN	MILEAGE EXPENSE	67.52
	00197325	UPS	SHIPPING FEE	8.40
<i>Org Key: MT3150 - Water Quality Event</i>				
P0102878	00197227	AM TEST INC	WATER QUALITY 108758	300.00
P0102880	00197227	AM TEST INC	WATER QUALITY SAMPLES 108137	300.00
P0102880	00197227	AM TEST INC	WATER QUALITY SAMPLES 107841	300.00
P0102877	00197227	AM TEST INC	WATER QUALITY INV 109100	300.00
P0102877	00197227	AM TEST INC	WATER QUALITY INV 109042	65.00
<i>Org Key: MT3200 - Water Pumps</i>				
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	59.69
<i>Org Key: MT3300 - Water Associated Costs</i>				
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	393.93
P0102454	00197301	REPUBLIC SERVICES #172	2019 SEWER DISPOSAL/RECYCLING	260.71
P0102868	00197309	SOUND SAFETY PRODUCTS	MISC. WORK CLOTHES	229.41
	00197280	LEYDE, CASEY	MILEAGE EXPENSE	42.34
<i>Org Key: MT3400 - Sewer Collection</i>				
P0102850	00197305	SCHONSTEDT INSTRUMENT CO INC	REPAIR METAL LOCATOR GA-72CD	290.00
P0102863	00197269	HOME DEPOT CREDIT SERVICE	MISC. HARDWARE	69.65
	00197325	UPS	SHIPPING FEE	40.92
<i>Org Key: MT3500 - Sewer Pumps</i>				
	00197238	CENTURYLINK BUSINESS SERVICES	PHONE USE FEBRUARY 2019	3,666.28
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	336.53
P0102809	00197265	GRAINGER	FULL BRIM HARD HAT & DIE GRIND	236.51
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	168.48
P0102863	00197269	HOME DEPOT CREDIT SERVICE	MISC. HARDWARE	69.64
<i>Org Key: MT3600 - Sewer Associated Costs</i>				
P0102454	00197301	REPUBLIC SERVICES #172	2019 WATER DISPOSAL/RECYCLING	260.71
	00197274	JONES, MARK	MILEAGE EXPENSE	77.96
<i>Org Key: MT3800 - Storm Drainage</i>				
	00197303	ROCK, R BRIAN	PARKING & MILEAGE EXPENSE	25.68
<i>Org Key: MT4150 - Support Services - Clearing</i>				
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	2,238.85
P0102911	00197240	CINTAS CORPORATION #460	2019 COVERALL SERVICES	1,006.70
P0102601	00197329	WEATHERNET LLC	MARCH 2019	490.00
P0102658	00197326	UTILITIES UNDERGROUND LOCATION	2019 UTILITY LOCATE SERVICES	210.27
P0102920	00197248	CRYSTAL AND SIERRA SPRINGS	PW BLDG WATER DELIVERY	177.70
P0102657	00197242	COMCAST	2019 PW WIFI CONNECTION	96.40
P0102405	00197258	EPSCA	MONTHLY RADIO ACCESS FEES 1 RA	25.25
P0102405	00197258	EPSCA	QTLY ACCESS FEE REBATE PUBLIC	-4.41
<i>Org Key: MT4200 - Building Services</i>				
P0102916	00197291	PACIFIC AIR CONTROL INC	HVAC MAINT SHOP 3/1/2019	422.95
P0102914	00197256	EASTSIDE EXTERMINATORS	CITY HALL PEST CONTROL 3/1/19	234.61

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00197322	TOLLIVER, SCOTT	MILEAGE EXPENSE	30.74
<i>Org Key: MT4210 - Building Landscaping</i>				
P0102454	00197301	REPUBLIC SERVICES #172	2019 FACILITIES DISPOSAL/RECYC	260.72
<i>Org Key: MT4300 - Fleet Services</i>				
P0102918	00197307	SEATTLE BOAT COMPANY	2018 MARINE PATROL FUEL	4,043.00
P0102300	00197290	OVERLAKE OIL	2019 FUEL DELIVERY	3,026.47
P0102705	00197330	WESTERN TIRE CHAIN	CHAINS	2,550.90
P0102917	00197232	BIO MANAGEMENT NW	VEHICLE DECONTAMINATION	1,650.00
P0102716	00197230	AUTONATION INC	REPAIR PARTS	1,599.30
P0102300	00197290	OVERLAKE OIL	2019 FUEL DELIVERY	947.09
P0102919	00197230	AUTONATION INC	REPAIR PARTS 133947	740.67
P0102881	00197292	PACIFIC RUBBER	FL-0388 REPAIR PARTS	305.07
P0102767	00197318	TACOMA SCREW PRODUCTS INC	FL-0456 REPAIR PARTS	144.84
P0102896	00197257	EMERALD SERVICES INC	OIL DISPOSAL	85.00
P0102659	00197298	PRAXAIR DISTRIBUTION INC	2019 ACETYLENE AND OXYGEN TANK	54.12
P0102881	00197292	PACIFIC RUBBER	CREDIT FOR DUPLICATE PMT P0101	-243.45
<i>Org Key: MT4501 - Water Administration</i>				
P0102803	00197311	STATE AUDITOR'S OFFICE	FYE 2017 Annual Audit costs	2,253.00
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	54.92
<i>Org Key: MT4502 - Sewer Administration</i>				
P0102803	00197311	STATE AUDITOR'S OFFICE	FYE 2017 Annual Audit costs	2,253.00
<i>Org Key: MT4503 - Storm Water Administration</i>				
P0102803	00197311	STATE AUDITOR'S OFFICE	FYE 2017 Annual Audit costs	2,251.61
<i>Org Key: MTBE04 - Wayfinding Sign Program</i>				
P0102819	00197255	EAGLE SIGN & DESIGN	MISC. SIGNS	8,575.60
<i>Org Key: PO1350 - Police Emergency Management</i>				
P0102405	00197258	EPSCA	MONTHLY RADIO ACCESS FEES 13 R	328.25
P0102405	00197258	EPSCA	QTLY ACCESS FEE REBATE EMAC	-57.33
<i>Org Key: PO1650 - Regional Radio Operations</i>				
P0102405	00197258	EPSCA	MONTHLY RADIO ACCESS FEES 57 R	1,489.75
P0102405	00197258	EPSCA	QTLY ACCESS FEE REFUND POLICE	-246.96
<i>Org Key: PO1700 - Records and Property</i>				
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	275.93
P0102802	00197328	WAPRO	Spring Training Registration	175.00
<i>Org Key: PO2100 - Patrol Division</i>				
	00197253	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINT FEB 2019	23.80
<i>Org Key: PO4300 - Police Training</i>				
P0102831	00197247	CRIMINAL JUSTICE TRAINING COMM	Tuition for Command College	1,600.00
<i>Org Key: PR0000 - Parks &amp; Recreation-Revenue</i>				
P0102841	00197285	MCGUIRE, SANDRA	Gallery Sales - 75%	300.00
P0102840	00197251	DAVIS, TERRI	Gallery Sales 75%	187.50
<i>Org Key: PR1100 - Administration (PR)</i>				

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
	00197245	COMPLETE OFFICE	OFFICE SUPPLIES FEB 2019	16.60
<i>Org Key: PR2100 - Recreation Programs</i>				
P0102838	00197266	HAKOMORI, MITSUKO	Instructor fees- Course #3104	221.90
<i>Org Key: PR2108 - Health and Fitness</i>				
P0102834	00197261	FISHER SPORTS ACADEMY	Instructor fees- Course #3589	2,895.20
P0102835	00197239	CHRISTIANSEN, ANNE	Instructor fees- Course #2516	1,528.80
P0102836	00197294	PAULETTO, MAUDE	Instructor fees- Course #3521	651.00
P0102837	00197317	SWIFT, KAREN	Instructor fees- Course #3517	444.50
P0102836	00197294	PAULETTO, MAUDE	Instructor fees- Course #3525	315.00
<i>Org Key: PR4100 - Community Center</i>				
P0102915	00197291	PACIFIC AIR CONTROL INC	HVAC MAINT 3/1/2019	2,444.48
P0102759	00197246	CONTRACT HARDWARE	Field Work on Gym Pair Vert Ro	449.08
P0102833	00197312	STRATTON, JAMIE	Seattle Mermaids for Friday wi	165.00
P0102854	00197249	CRYSTAL SPRINGS	Starbucks coffee for machine	94.80
P0102761	00197308	SITEONE LANDSCAPE SUPPLY LLC	ICE MELT (49 BAGS)	90.36
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	52.57
<i>Org Key: PR6100 - Park Maintenance</i>				
P0102454	00197301	REPUBLIC SERVICES #172	2019 PARKS DISPOSAL/RECYCLING	1,042.87
P0102871	00197300	R A BROWN BACKFLOW TESTING	BACKFLOW TESTING	511.70
P0102920	00197248	CRYSTAL AND SIERRA SPRINGS	JAN/FEB PARKS WATER DELIVERY	247.16
P0102807	00197262	FORESTRY SUPPLIERS INC	HARD HATS & CHAPS	262.08
P0102761	00197308	SITEONE LANDSCAPE SUPPLY LLC	ICE MELT (49 BAGS)	90.33
P0102871	00197300	R A BROWN BACKFLOW TESTING	BACKFLOW PARTS	72.93
P0102911	00197240	CINTAS CORPORATION #460	PARKS COVERALLS	44.74
<i>Org Key: PR6200 - Athletic Field Maintenance</i>				
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	92.12
P0102849	00197269	HOME DEPOT CREDIT SERVICE	PADLOCKS & LUMBER	64.69
<i>Org Key: PR6500 - Luther Burbank Park Maint.</i>				
P0102871	00197300	R A BROWN BACKFLOW TESTING	BACKFLOW TESTING	496.65
	00197237	CENTURYLINK	PHONE USE FEBRUARY 2019	216.30
P0102761	00197308	SITEONE LANDSCAPE SUPPLY LLC	ICE MELT (49 BAGS)	90.33
P0102871	00197300	R A BROWN BACKFLOW TESTING	BACKFLOW PARTS	70.78
<i>Org Key: PR6600 - Park Maint-School Related</i>				
P0102761	00197308	SITEONE LANDSCAPE SUPPLY LLC	ICE MELT (49 BAGS)	90.33
P0102792	00197265	GRAINGER	FIRE EXTINGUISHER	55.99
<i>Org Key: PR6700 - I90 Park Maintenance</i>				
P0102454	00197301	REPUBLIC SERVICES #172	2019 PARKS DISPOSAL/RECYCLING	1,042.87
<i>Org Key: PR6900 - Aubrey Davis Park Maintenance</i>				
P0102825	00197324	UNITED SITE SERVICES	Lid Park Boat Launch -	712.70
P0102871	00197300	R A BROWN BACKFLOW TESTING	BACKFLOW TESTING	496.65
P0102825	00197324	UNITED SITE SERVICES	Aubrey Davis & Lid	302.40
P0102761	00197308	SITEONE LANDSCAPE SUPPLY LLC	ICE MELT (49 BAGS)	90.33
P0102807	00197262	FORESTRY SUPPLIERS INC	CHAIN SAW COVER & WEDGES	81.75
P0102871	00197300	R A BROWN BACKFLOW TESTING	BACKFLOW PARTS	70.79

**Accounts Payable Report by GL Key**

PO #	Check #	Vendor:	Transaction Description	Check Amount
<i>Org Key: PY4618 - Flex Spending Admin 2018</i>				
	00197319	TAYLOR, KIRSTEN	FLEX SPEND REIMB	2,650.00
<i>Org Key: PY4619 - Flex Spending Admin 2019</i>				
	00197281	LUND, MARK	FLEX SPEND REIMB	509.47
	00197304	ROSTOV, HERSHEL P	FLEX SPEND REIMB	442.20
	00197288	MOLTZ, ERIC	FLEX SPEND REIMB	335.00
	00197271	HORSCHMAN, BRENT	FLEX SPEND REIMB	246.60
	00197284	MATTSON, JULIE	FLEX SPEND REIMB	230.13
	00197267	HARB, SAM	FLEX SPEND REIMB	146.05
	00197310	SPIETZ, ALLISON	FLEX SPEND REIMB	23.83
<i>Org Key: WP122P - Open Space - Pioneer/Engstrom</i>				
P0102825	00197324	UNITED SITE SERVICES	Pioneer Park - 2019 Portable T	151.20
<i>Org Key: WS712P - Pump Sta/Lake Line Access Eval</i>				
P0099675	00197321	TETRA TECH INC	LAKE LINE & PUMP STATION ACCES	8,098.89
<i>Org Key: WW110H- Emer Repair - Dawn Drive</i>				
P0102842	00197264	GEOTECH CONSULTANTS INC	DAWN DRIVE	225.00
<i>Org Key: WW535C - Air Vacs Phase III</i>				
P0101846	00197234	BONNER BROTHERS CONST INC	PHASE III AIR VACUUM RELEASE V	54,642.41
<i>Org Key: WW717R - Main SE 22nd Street</i>				
P0101929	00197233	BLUELINE GROUP	SE 22ND ST /SE 22ND PL WATER S	5,132.50
<i>Org Key: YF1100 - YFS General Services</i>				
P0102847	00197277	KENT FINANCE, CITY OF	Annual contract for Human Srvc	500.00
	00197253	DEPT OF ENTERPRISES SERVICES	BUSINESS CARD PRINT FEB 2019	142.71
<i>Org Key: YF2200 - Senior Outreach Program</i>				
P0102864	00197225	AGING FOR LIFE PPLC	Clinical training for Gallio	115.00
P0102864	00197225	AGING FOR LIFE PPLC	Clinical training for Gallio	115.00
<i>Org Key: YF2600 - Family Assistance</i>				
P0102248	00197299	PUGET SOUND ENERGY	Utility assistance for Emergen	69.18
<i>Org Key: YF2800 - Fed Drug Free Communities Gran</i>				
P0102846	00197229	AUTHENTIC CONNECTIONS	Survey and discussion "High	6,000.00
Total				218,414.49

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00197225	03/07/2019	AGING FOR LIFE PPLC Clinical training for Gallio	P0102864	OH011339	02/28/2019	230.00
00197226	03/07/2019	AIRGAS USA LLC Oxygen/Fire	P0102885	9085563399/90857	02/12/2019	225.81
00197227	03/07/2019	AM TEST INC WATER QUALITY SAMPLES 108137	P0102878	108758	01/23/2019	1,265.00
00197228	03/07/2019	AUSTIN, RAY PER DIEM REIMBURSEMENT		OH011325	02/27/2019	101.50
00197229	03/07/2019	AUTHENTIC CONNECTIONS Survey and discussion "High	P0102846	1097	02/13/2019	6,000.00
00197230	03/07/2019	AUTONATION INC REPAIR PARTS	P0102919	OH011338	02/20/2019	2,339.97
00197231	03/07/2019	BERTLIN, DEBBIE MILEAGE EXPENSES		OH011315	01/23/2019	73.08
00197232	03/07/2019	BIO MANAGEMENT NW VEHICLE DECONTAMINATION	P0102917	5999	02/25/2019	1,650.00
00197233	03/07/2019	BLUELINE GROUP SE 22ND ST /SE 22ND PL WATER S	P0101929	16390	02/04/2019	5,132.50
00197234	03/07/2019	BONNER BROTHERS CONST INC PHASE III AIR VACUUM RELEASE V	P0101846	#1	01/15/2019	54,642.41
00197235	03/07/2019	BRUMME, CHRIS OVERPAYMENT REFUND		OH011328	02/20/2019	123.23
00197236	03/07/2019	BSK ASSOCIATES UCMR4	P0102910	V900385	02/05/2019	650.00
00197237	03/07/2019	CENTURYLINK PHONE USE FEBRUARY 2019		OH011310	02/16/2019	3,472.83
00197238	03/07/2019	CENTURYLINK BUSINESS SERVICES PHONE USE FEBRUARY 2019		1461209474	02/03/2019	3,666.28
00197239	03/07/2019	CHRISTIANSEN, ANNE Instructor fees- Course #2516	P0102835	2516	02/25/2019	1,528.80
00197240	03/07/2019	CINTAS CORPORATION #460 2019 COVERALL SERVICES	P0102911	OH011340	01/31/2019	1,051.44
00197241	03/07/2019	COLLIER, BARRY PER DIEM REIMBURSEMENT		OH011323	02/27/2019	101.50
00197242	03/07/2019	COMCAST Internet Charges/Fire	P0102657	OH011341	02/07/2019	216.42
00197243	03/07/2019	COMCAST Internet Charges/Fire	P0102891	OH011342	02/17/2019	88.60
00197244	03/07/2019	COMMERCIAL LANDSC SUPPLY INC INVENTORY PURCHASES	P0102820	205300	02/19/2019	144.31
00197245	03/07/2019	COMPLETE OFFICE OFFICE SUPPLIES FEB 2019		OH011311	02/28/2019	4,688.09
00197246	03/07/2019	CONTRACT HARDWARE Field Work on Gym Pair Vert Ro	P0102759	SPI046736	02/19/2019	449.08
00197247	03/07/2019	CRIMINAL JUSTICE TRAINING COMM Tuition for Command College	P0102831	201131986	02/19/2019	1,600.00
00197248	03/07/2019	CRYSTAL AND SIERRA SPRINGS PW BLDG WATER DELIVERY	P0102920	14555831012619/1	01/26/2019	424.86
00197249	03/07/2019	CRYSTAL SPRINGS Starbucks coffee for machine	P0102854	13123243021519	02/15/2019	94.80
00197250	03/07/2019	DANIEL, KAMARIA MITV MISD Mtg 2/14/19	P0102873	024	02/28/2019	900.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00197251	03/07/2019	DAVIS, TERRI Gallery Sales 75%	P0102840	OH011345	02/25/2019	187.50
00197252	03/07/2019	DAY MANAGEMENT CORP 800 mhz Radio Repairs	P0102890	480061	02/11/2019	297.00
00197253	03/07/2019	DEPT OF ENTERPRISES SERVICES BUSINESS CARD PRINT FEB 2019		73184613	02/06/2019	370.61
00197254	03/07/2019	DUNN LUMBER COMPANY INVENTORY PURCHASES	P0102824	6152850	02/20/2019	214.37
00197255	03/07/2019	EAGLE SIGN & DESIGN MISC. SIGNS	P0102819	24201	01/31/2019	8,575.60
00197256	03/07/2019	EASTSIDE EXTERMINATORS CITY HALL PEST CONTROL 3/1/19	P0102914	431332	02/22/2019	234.61
00197257	03/07/2019	EMERALD SERVICES INC OIL DISPOSAL	P0102896	79135363	02/01/2019	85.00
00197258	03/07/2019	EPSCA MONTHLY RADIO ACCESS FEES 44 R	P0102405	9592	02/19/2019	2,451.51
00197259	03/07/2019	FAMILY SYSTEMS THERAPISTS NW Rental FA-2154 completed. Retu	P0102853	FA2154	02/26/2019	50.00
00197260	03/07/2019	FARMERS NEW WORLD LIFE INS BACKFLOW FINE REFUND		OH011326	02/20/2019	100.00
00197261	03/07/2019	FISHER SPORTS ACADEMY Instructor fees- Course #3589	P0102834	3589	02/25/2019	2,895.20
00197262	03/07/2019	FORESTRY SUPPLIERS INC INVENTORY PURCHASES	P0102807	46187000	02/13/2019	383.58
00197263	03/07/2019	GARDNER, BRENT WORK CLOTHES		OH011313	02/22/2019	88.90
00197264	03/07/2019	GEOTECH CONSULTANTS INC DAWN DRIVE	P0102842	50316	02/06/2019	225.00
00197265	03/07/2019	GRAINGER FULL BRIM HARD HAT & DIE GRIND	P0102792	9089247077	02/15/2019	292.50
00197266	03/07/2019	HAKOMORI, MITSUKO Instructor fees- Course #3104	P0102838	3104	02/25/2019	221.90
00197267	03/07/2019	HARB, SAM FLEX SPEND REIMB		1MAR19	03/01/2019	146.05
00197268	03/07/2019	HEATH, SCOTT C MILEAGE EXPENSE		OH011321	02/19/2019	170.69
00197269	03/07/2019	HOME DEPOT CREDIT SERVICE MISC. HARDWARE	P0102849	0264156014446/61	02/26/2019	203.98
00197270	03/07/2019	HONGSHENG LLC OVERPAYMENT REFUND		OH011335	02/20/2019	581.66
00197271	03/07/2019	HORSCHMAN, BRENT PER DIEM REIMBURSEMENT		1MAR19	03/01/2019	348.10
00197272	03/07/2019	HUNTER, ALLEN MILEAGE EXPENSE		OH011314	02/21/2019	67.52
00197273	03/07/2019	HUYNH, JASON MILEAGE EXPENSES		OH011322	02/22/2019	40.54
00197274	03/07/2019	JONES, MARK MILEAGE EXPENSE		OH011316	02/22/2019	77.96
00197275	03/07/2019	KC FINANCE Remit 2018 Liquor Excise Tax	P0099453	2113385	02/20/2018	1,602.95
00197276	03/07/2019	KC PET LICENSES 2019 KC PET LICENSE FEES COLLE	P0102957	OH011350	01/31/2019	100.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00197277	03/07/2019	KENT FINANCE, CITY OF Annual contract for Human Srvc	P0102847	RI53117	01/31/2019	500.00
00197278	03/07/2019	KING CO PROSECUTING ATTORNEY 2019 COURT REMITTANCE KC CRIME	P0102958	OH011348	02/28/2019	542.93
00197279	03/07/2019	KROESENS UNIFORM COMPANY Daily Uniform/Rostov	P0102892	54034/54035/5402	02/12/2019	460.60
00197280	03/07/2019	LEYDE, CASEY MILEAGE EXPENSE		OH011312	02/08/2019	42.34
00197281	03/07/2019	LUND, MARK FLEX SPEND REIMB		1MAR19	03/01/2019	509.47
00197282	03/07/2019	MAHFUZ, ROVENA BUSINESS LICENSE REFUND		OH011329	02/20/2019	30.00
00197283	03/07/2019	MANAGEMENT PARTNERS Fiscal Sustainability Plan -	P0102766	INV06954	02/15/2019	13,000.00
00197284	03/07/2019	MATTSON, JULIE FLEX SPEND REIMB		1MAR19	03/01/2019	230.13
00197285	03/07/2019	MCGUIRE, SANDRA Gallery Sales - 75%	P0102841	OH011351	02/25/2019	300.00
00197286	03/07/2019	MI CHAMBER OF COMMERCE MONTHLY BILLING FOR SERVICES	P0102377	OH011352	02/28/2019	1,200.00
00197287	03/07/2019	MI SCHOOL DISTRICT #400 Remit School Impact Fees Nov a	P0102856	OH011271	12/31/2019	34,345.31
00197288	03/07/2019	MOLTZ, ERIC FLEX SPEND REIMB		1MAR19	03/01/2019	335.00
00197289	03/07/2019	MUNICIPAL EMERGENCY SERVICES Kevlar 4 Strap Harness	P0102888	IN1309504	02/12/2019	320.65
00197290	03/07/2019	OVERLAKE OIL 2019 FUEL DELIVERY	P0102897	0192166IN	02/20/2019	4,140.94
00197291	03/07/2019	PACIFIC AIR CONTROL INC HVAC MAINT SHOP 3/1/2019	P0102915	18226	02/19/2019	2,867.43
00197292	03/07/2019	PACIFIC RUBBER FL-0388 REPAIR PARTS	P0102881	OA00644/R018329	02/15/2019	61.62
00197293	03/07/2019	PATEL, MONICA AGARWAL & ANOOP OVERPAYMENT REFUND		OH011327	02/20/2019	407.91
00197294	03/07/2019	PAULETTO, MAUDE Instructor fees- Course #3525	P0102836	3525/3521	02/25/2019	966.00
00197295	03/07/2019	PECORA, PETER & PATTY OVERPAYMENT REFUND		OH011331	02/20/2019	230.56
00197296	03/07/2019	PERE, JENNIFER BACKFLOW FINE REFUND		OH011330	02/20/2019	100.00
00197297	03/07/2019	PIANKO, JAMES & DOROTHY OVERPAYMENT REFUND		OH011334	02/20/2019	463.76
00197298	03/07/2019	PRAXAIR DISTRIBUTION INC 2019 ACETYLENE AND OXYGEN TANK	P0102659	87460191	01/31/2019	54.12
00197299	03/07/2019	PUGET SOUND ENERGY Utility assistance for Emergen	P0102248	OH011353	02/26/2019	69.18
00197300	03/07/2019	R A BROWN BACKFLOW TESTING BACKFLOW PARTS	P0102871	19022801/802	02/28/2019	1,719.50
00197301	03/07/2019	REPUBLIC SERVICES #172 2019 PW SWEEPER HAUL AWAY	P0102454	0172007749084	01/31/2019	5,583.32
00197302	03/07/2019	RICE, JAMES OVERPAYMENT REFUND		OH011332	02/20/2019	272.98

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00197303	03/07/2019	ROCK, R BRIAN PARKING & MILEAGE EXPENSE		OH011317	02/25/2019	25.68
00197304	03/07/2019	ROSTOV, HERSCHEL P FLEX SPEND REIMB		1MAR19	03/01/2019	442.20
00197305	03/07/2019	SCHONSTEDT INSTRUMENT CO INC REPAIR METAL LOCATOR GA-72CD	P0102850	00160676	02/18/2019	290.00
00197306	03/07/2019	SEATTLE AUTOMOTIVE DIST INC Misc. Apparatus Parats	P0102883	S34051060	01/15/2019	23.32
00197307	03/07/2019	SEATTLE BOAT COMPANY 2018 MARINE PATROL FUEL	P0102918	OH011356	09/19/2018	4,043.00
00197308	03/07/2019	SITEONE LANDSCAPE SUPPLY LLC ICE MELT (49 BAGS)	P0102761	89016399001	02/09/2019	451.68
00197309	03/07/2019	SOUND SAFETY PRODUCTS MISC. WORK CLOTHES	P0102868	675524	02/03/2019	229.41
00197310	03/07/2019	SPIETZ, ALLISON FLEX SPEND REIMB		1MAR19	03/01/2019	23.83
00197311	03/07/2019	STATE AUDITOR'S OFFICE FYE 2017 Annual Audit costs	P0102803	LI29498	02/13/2019	13,515.22
00197312	03/07/2019	STRATTON, JAMIE Seattle Mermaids for Friday wi	P0102833	OH011355	02/25/2019	165.00
00197313	03/07/2019	STRYKER CORP Rental FA-2181 completed. Retu	P0102852	FA2181	02/26/2019	400.00
00197314	03/07/2019	SUMMIT LAW GROUP Legal Services; Inv#100682	P0102832	100682	02/20/2019	1,632.00
00197315	03/07/2019	SUPPLY SOURCE INC,THE INVENTORY PURCHASES	P0102870	1901136	02/25/2019	1,244.61
00197316	03/07/2019	SWAN, MARY WORKING PAPERS DELIVERY FEE		OH011320	02/14/2019	22.49
00197317	03/07/2019	SWIFT, KAREN Instructor fees- Course #3517	P0102837	OH011354	02/25/2019	444.50
00197318	03/07/2019	TACOMA SCREW PRODUCTS INC FL-0456 REPAIR PARTS	P0102767	16271217	02/13/2019	144.84
00197319	03/07/2019	TAYLOR, KIRSTEN FLEX SPEND REIMB		1MAR19	03/01/2019	2,650.00
00197320	03/07/2019	TEC EQUIPMENT INC Apparatus Parts	P0102889	290283S	01/16/2019	36.56
00197321	03/07/2019	TETRA TECH INC LAKE LINE & PUMP STATION ACCES	P0099675	51411297	02/18/2019	8,098.89
00197322	03/07/2019	TOLLIVER, SCOTT MILEAGE EXPENSE		OH011318	02/14/2019	30.74
00197323	03/07/2019	TROY, BRIAN CASEY MILEAGE EXPENSE		OH011319	01/31/2019	36.19
00197324	03/07/2019	UNITED SITE SERVICES Lid Park Boat Launch -	P0102825	1148028325/11479	01/11/2019	1,166.30
00197325	03/07/2019	UPS SHIPPING FEE		0000T6781T079	02/16/2019	49.32
00197326	03/07/2019	UTILITIES UNDERGROUND LOCATION 2019 UTILITY LOCATE SERVICES	P0102658	9020184	02/28/2019	210.27
00197327	03/07/2019	VERIZON WIRELESS Cell Charges/Fire	P0102884	9823659502	02/06/2019	32.94
00197328	03/07/2019	WAPRO Spring Training Registration	P0102802	2069	02/19/2019	175.00

**Accounts Payable Report by Check Number**

Check No	Check Date	Vendor Name/Description	PO #	Invoice #	Invoice Date	Check Amount
00197329	03/07/2019	WEATHERNET LLC MARCH 2019	P0102601	201813321JAN-MAR	10/02/2018	490.00
00197330	03/07/2019	WESTERN TIRE CHAIN CHAINS	P0102705	00766	02/12/2019	2,550.90
00197331	03/07/2019	WILBUR, JASON & MICHELLE OVERPAYMENT REFUND		OH011333	02/20/2019	162.61
					Total	<u>218,414.49</u>



# CITY OF MERCER ISLAND CERTIFICATION OF PAYROLL

PAYROLL PERIOD ENDING

3.8.2019

PAYROLL DATED

3.15.2019

Net Cash	\$	511,403.43
Net Voids/Manuals	\$	35,308.41
<b>Net Total</b>	<b>\$</b>	<b>546,711.84</b>
Federal Tax Deposit - Key Bank	\$	88,047.91
Social Security and Medicare Taxes	\$	49,883.82
Medicare Taxes Only (Fire Fighter Employees)	\$	2,458.98
State Tax (Oregon)	\$	-
Public Employees Retirement System 1 (PERS 1)	\$	-
Public Employees Retirement System 2 (PERS 2)	\$	28,452.15
Public Employees Retirement System 3 (PERS 3)	\$	7,026.85
Public Employees Retirement System (PERSJM)	\$	792.58
Public Safety Employees Retirement System (PSERS)	\$	205.86
Law Enforc. & Fire fighters System 2 (LEOFF 2)	\$	25,997.62
Regence & LEOFF Trust - Medical Insurance	\$	13,015.49
Domestic Partner/Overage Dependant - Insurance	\$	1,942.03
Group Health Medical Insurance	\$	901.69
Health Care - Flexible Spending Accounts	\$	2,304.27
Dependent Care - Flexible Spending Accounts	\$	1,977.58
United Way	\$	80.00
ICMA Deferred Compensation	\$	36,556.60
Fire 457 Nationwide	\$	18,457.53
Roth - ICMA	\$	310.00
Roth - Nationwide	\$	770.25
401K Deferred Comp	\$	1,000.00
Garnishments (Chapter 13)	\$	531.60
Tax Levy	\$	352.46
Child Support	\$	599.99
Mercer Island Employee Association	\$	315.00
Cities & Towns/AFSCME Union Dues	\$	2,518.58
Police Union Dues	\$	2,453.81
Fire Union Dues	\$	2,019.69
Fire Union - Supplemental Dues	\$	148.00
Standard - Supplemental Life Insurance	\$	367.90
Unum - Long Term Care Insurance	\$	642.95
AFLAC - Supplemental Insurance Plans	\$	636.51
Coffee Fund	\$	96.00
Transportation	\$	137.08
HRA - VEBA	\$	4,497.65
Miscellaneous	\$	(48.13)
Nationwide Extra	\$	-
GET	\$	250.00
Oregon Transit Tax and Oregon Benefit Tax	\$	-
<b>Tax &amp; Benefit Obligations Total</b>	<b>\$</b>	<b>295,700.30</b>

<b>TOTAL GROSS PAYROLL</b>	<b>\$ 842,412.14</b>
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Mercer Island, and that I am authorized to authenticate and certify to said claim.

*Charles L. Conder*

Finance Director

I, the undersigned, do hereby certify that the City Council has reviewed the documentation supporting claims paid and approved all checks or warrants issued in payment of claims.

Mayor

Date



# CITY COUNCIL MINUTES REGULAR MEETING MARCH 5, 2019

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## CALL TO ORDER & ROLL CALL

Mayor Debbie Bertlin called the meeting to order at 5:02 pm in the Council Chambers of City Hall, 9611 SE 36th Street, Mercer Island, Washington.

Mayor Debbie Bertlin, and Councilmembers Lisa Anderl, Bruce Bassett, David Wisenteiner (5:15 pm), and Benson Wong were present.

Deputy Mayor Salim Nice and Councilmember Wendy Weiker were absent.

## AGENDA APPROVAL

It was moved by Wong; seconded by Bassett to:

**Approve the agenda as presented.**

Passed: 4-0

FOR: 5 (Anderl, Bassett, Bertlin, and Wong)

ABSENT: 3 (Nice, Weiker, and Wisenteiner)

## EXECUTIVE SESSION

At 5:04 pm, Mayor Bertlin convened the first Executive Session to consider the strategy or position to be taken by the governing body during collective bargaining or to review the proposals made in the negotiations pursuant to RCW 42.30.140(4)(b) for approximately 60 minutes.

At 6:02 pm, Mayor Bertlin adjourned the first Executive Session.

At 6:03 pm, Mayor Bertlin convened the second Executive Session to discuss pending or potential litigation with legal counsel pursuant to RCW 42.30.110(1)(i) for approximately 60 minutes.

At 6:57 pm, Mayor Bertlin adjourned the second Executive Session.

Mayor Bertlin convened the Regular Meeting at 7:02 pm.

## CITY MANAGER REPORT

City Attorney Kari Sand reported on the Proposed Commuter Parking & Mixed-Use Projects Update as follows:

- PSA Amendments – Extends the due diligence period to the end of June
- MainStreet MOU – Identifies project goals and responsibilities, and how the project will move from concept to design.
- MICA is negotiating a separate MOU.

City Manager Julie Underwood reported on the following:

- Aubrey Davis Park Master Planning Process
- New Hours of Operation Thrift Store:
  - Monday - Friday: 10:00 am to 7:00 pm
  - Saturday: 10:00 am to 6:00 pm
  - Sunday: 11:00 am to 6:00 pm (no change)
  - No changes to donation hours
- Metro Spring 2019 Service Changes go into effect March 23:
  - Added: Route 204 gains hourly Saturday service

- Changed: Route 204 becomes DART Service
- Canceled: Route 201
- Critical Areas Code Update Public Hearing - Wednesday, March 6 at 6:00 pm
- Community Art Exhibit, "What Do Superheroes Look Like?" from March 7-25 at the MICEC
  - Opening Night Party and Artists Reception, Thursday, March 7 from 5–6:30 pm
- St. Patrick's Day Senior Lunch
- 41st District Town Hall, Saturday, March 23, 10 am-12 pm at Bellevue College
- 2019 Legislative Session: March 13 is the cut-of deadline for bills
- 2019 Mercer Island Half Marathon, Sunday, March 24 at the Community Center

## **SPECIAL BUSINESS**

In response to social media posts shared by Mercer Island High School students, Mayor Bertlin added an item of special business to the agenda and read Proclamation 201, dated November 21, 2016 into the record. The proclamation serves as a reminder that Mercer Island city government's role is to bring people together and not divide them, to be welcoming of all people and all ideas, and to recognize certain essential principles and conduct its government – and hopefully its lives – consistent with those principles.

Miri Cypers, Pacific Northwest Regional Director for The Anti-Defamation League (ADL), addressed the recent incidents involving Mercer Island High School students. She commended the Mercer Island High School, the school district administration, and faculty in their efforts to take the issue seriously. She further noted that the ADL will work closely with the school administration to respond to the incident and are committed to working with the Mercer Island community to ensure that Mercer Island High School is a welcoming, inclusive, and safe space.

Amy Lavin, CEO of the Stroum Jewish Community Center, echoed Cypers' comments and thanked the Mercer Island School District and the City of Mercer Island for their response and collaboration.

## **APPEARANCES**

Alexandra Boyle, Mercer Island, addressed the Critical Areas Ordinance (CAO) and the proposed Shoreline Master program amendment. She explained that her family's home development plans occurred under the adopted CAO and that they did not receive notice of changes in the City's code.

Darren Gold, Mercer Island, requested that the City Council apply Mercer Island's community standards to House Speaker Nancy Pelosi, claiming that House Speaker Pelosi's actions with regard to Representative Omar were unacceptable.

## **CONSENT CALENDAR**

### **Payables: \$530,436.84 (02/28/2019)**

**Recommendation:** Certify that the materials or services hereinbefore specified have been received and that all warrant numbers listed are approved for payment.

### **Payroll: \$914,573.18 (03/01/2019)**

**Recommendation:** Certify that the materials or services specified have been received and that all fund warrants are approved for payment.

### **Minutes: February 26, 2019 Special Meeting**

**Recommendation:** Adopt the February 26 meeting minutes as revised.

It was moved by Wisenteiner; seconded by Wong to:

**Approve the Consent Calendar and the recommendations contained therein.**

Passed 5-0

FOR: 5 (Anderl, Bassett, Bertlin, Wisenteiner and Wong)

ABSENT: 2 (Nice and Weiker)

## **PUBLIC HEARING**

### **AB 5538: Public Hearing: Interim Design and Concealment Standards for Small Cell Facilities Deployment Ordinance**

Mayor Bertlin opened the public hearing at 7:33 pm.

Alan Bar, Small Cell Manager with Verizon Wireless of Bellevue, outlined Verizon's concerns regarding Ordinance No. 19C-02 and its design and concealment standards for small cell facilities, explaining that a letter was submitted to the Council expressing their concerns and their desire to work with the City to address those concerns.

Greggory Busch, Wireless Policy Group with AT&T of Issaquah, stated that AT&T plans to submit more substantive comments on the small wireless facilities code as the code process develops, noting that certain provisions are not consistent with the Federal Communications Commission (FCC) order.

There being no additional public comment, Mayor Bertlin closed the public hearing at 7:38 pm.

Evan Maxim, Community Planning and Development Director, summarized the process to date, reporting that City Council adopted an interim small cell ordinance on January 15 and scheduled a public hearing within 60 days of the interim ordinance's passage as required.

He further explained that the interim small cell ordinance allows the City to comply with the FCC's "New Rules" and cannot "materially inhibit" the installation of Small Cells on the Island. The ordinance's intention is to provide a short-term solution while the City develops a permanent solution.

Maxim noted that the ordinance was designed as a short-term solution that will require changes, noting that the interim ordinance expires after six months and will likely require an extension until the ordinance can be finalized in late 2019. Before that, staff will ensure that the City is legally compliant with a June extension, engage the community more in-depth, and involve the Planning Commission.

## **REGULAR BUSINESS**

### **AB 5537: City Council Rules of Procedures Amendments**

City Clerk Deborah Estrada introduced the proposed amendments to the City Council Rules of Procedures to memorialize recent changes to practice and policies.

Council requested additional changes to the Rules regarding Council absences, Key to the City criteria, Council decisions, and adding a reference to the Parks and Recreation Commission.

It was moved by Wong; seconded by Wisenteiner to:

**Adopt the proposed amendments to the City Council Rules of Procedure as presented in Exhibit 1 and as further modified by Council.**

Passed 5-0

FOR: 5 (Anderl, Bassett, Bertlin, Wisenteiner and Wong)

ABSENT: 2 (Nice and Weiker)

## **OTHER BUSINESS**

### **Councilmember Absences**

Deputy Mayor Nice and Councilmember Weiker were excused from the March 5, 2019 Regular Meeting.

### **Planning Schedule**

Community Planning & Development Director Evan Maxim outlined the Critical Areas Ordinance (CAO) and Shoreline Master Program (SMP) process to date and reported that the Planning Commission had a joint public

hearing with the Department of Ecology scheduled for March 6. After the public hearing the Planning Commission will begin deliberations on the proposed Critical Areas code and the SMP code amendments. Maxim suggested that the CAO and the SMP Ordinance take effect June 30.

City Manager Julie Underwood reviewed the proposed planning schedule accordingly:

- March 19 – 90-minute Study Session on the Mercer Island Transit Interchange Report
- April 25 – Joint Mercer Island School District/City Council meeting

**Board Appointments**

There were no appointments.

**Councilmember Reports**

Councilmember Wong reminded Council about the YFS Foundation Breakfast scheduled for March 6.

Mayor Bertlin reported that Saturday, March 9, is the Youth Theatre Northwest Gala.

**ADJOURNMENT**

The Regular Meeting adjourned at 8:25 pm.

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Debbie Bertlin, Mayor

Attest:

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Deborah A. Estrada, City Clerk



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5542
March 19, 2019
Consent Calendar

Table with 3 columns: Department/Assistant, Action, and checkboxes for Discussion Only, Action Needed, Motion, Ordinance, Resolution.

Table with 2 columns: Department of, Council Liaison, Exhibits, 2018-2019 City Council Goal, Approved by City Manager.

Table with 3 columns: Amount of Expenditure, Amount Budgeted, Appropriation Required.

SUMMARY

Several years ago, the City moved to a fully electronic records archiving and management system. Around the same time, Community Planning & Development (CPD) moved to primarily electronic permitting. With high volumes of permit activity over the last five years, CPD staff has not had enough capacity to keep up with filing and currently has a large backlog of development permit documents that need to be filed and archived in the City's digital records archiving system. In July 2018, the Council allocated \$12,000 from the Technology Fee Reserve to hire temporary records help (AB 5453).

With this funding allocation CPD was able to hire a temporary records assistant in September 2018. In approximately 500 hours of staff time she has been able to accomplish the following:

- Prepared 4,025 permit documents for scanning
Sent 337 large format plans to be scanned
Quality control checked 6,479 permit documents in preparation for upload to the digital archive
Prepared 12 boxes of Planning and Design Commission packets for archiving

While substantial headway has been made, organizing some of these records took longer than anticipated. CPD has dozens of boxes of files as well as many electronic records - most of which were not stored in any particular system of organization and all of which needed to be carefully checked to remove duplicate documents and to ensure everything is correctly categorized. Also, additional stored documents have been located that need to be organized and archived.

CPD requests an additional allocation of \$12,000 from the Technology Fee reserve to extend the records assistant position for approximately 500 hours. These funds will provide capacity to organize, scan, index

and upload additional documents including: permit documents and plans, electronic files that have not yet been indexed, and recently finalized permits.

Uploading development records into the digital archive makes them accessible through the City's GIS Portal, providing transparency and easy access to the public. The GIS Portal is an online mapping tool that provides access to GIS data layers including land use, environmental, utility and property information, as well as links to files in the digital records archive (OnBase). Thus, when this archiving project is complete, residents will be able to access the full archive of permit records for completed development projects with a quick address search and a couple of clicks. The GIS Portal is located here:

<https://chgis1.mercergov.org/Html5Viewer/Index.html?viewer=PubMaps&viewer=PubMaps>.

The CPD Technology Fee was established by the City Council in 2012 and increased in 2013 with the purpose of providing resources to support electronic permitting (Resolution No. 1447 and 1458). The fee is a 3% surcharge applied to development permits. The Technology Fee Reserve totaled \$83,413 as of December 31, 2018.

## RECOMMENDATION

*CPD Ombudsman*

MOVE TO: Appropriate \$12,000 from the Technology Fee Reserve to extend the contract for the temporary Community Planning and Development Records Assistant.



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5541
March 19, 2019
Consent Calendar

DUE DILIGENCE AND NEGOTIATIONS COSTS FOR THE CITY'S PROPOSED COMMUTER PARKING PROJECT

Action: Appropriate funds for continued due diligence costs including environmental legal work, legal and consultant work related to development of MOU with MainStreet, rent of Tully's site and additional work related to providing long-term transit commuter parking.

- Discussion Only
Action Needed:
Motion
Ordinance
Resolution

DEPARTMENT OF City Manager (Julie Underwood)
COUNCIL LIAISON n/a
EXHIBITS
2018-2019 CITY COUNCIL GOAL 1. Prepare for Light Rail/Improve Mobility
APPROVED BY CITY MANAGER

Table with 2 columns: Amount, Unit. Rows: AMOUNT OF EXPENDITURE \$ 696,468; AMOUNT BUDGETED \$ 391,630; APPROPRIATION REQUIRED \$ 304,838

SUMMARY

The purpose of this agenda bill is to appropriate funds for due diligence and negotiations work related to the Purchase and Sale Agreement ("PSA") of the property located at 7810 SE 27th Street, also known as the Tully's property.

BACKGROUND

As part of the PSA between the City of Mercer Island and Parkway Management Group approved by the City Council on June 5, 2018 (see AB 5434), a due diligence period was set to expire on December 18, 2018. During the due diligence period, the City's environmental consultants conducted a Phase 2 environmental site investigation to determine the vertical and horizontal extent of the contamination, and City staff and outside legal counsel have been engaging in negotiations with the prior owner/operator known to have contaminated the site, BP/ARCO, in efforts to obtain recovery of site remediation costs. On December 18, 2018 the due diligence period was extended to April 30, 2019 with an optional two month extension through July 1, 2019 due to site investigation and negotiations taking longer than anticipated. (see AB 5518)

On January 15, 2019, the City Council authorized the City Manager to negotiate a Memorandum of Understanding (MOU) with MainStreet Property Group LLC for the Proposed Commuter Parking & Town Center Mixed-Use Project. (see AB 5527) The City Manager proposes to retain Matt Anderson of Heartland

LLC to assist the City as lead negotiator. The City had previously engaged Bob Stowe of Stowe Development Strategies to lead the selection and negotiation process with a development partner, however, he stepped aside from the project in November 2018.

Matt Anderson is a Principal and Senior Project Director of Heartland LLC, Matt applies his broad experience in real estate and city planning to create great places that have a positive impact on their community and the environment while achieving their economic objectives. Through his work at Heartland, Matt engages in property development, brokerage, strategic planning, market/financial analysis and economic development projects. Matt’s projects range from large-scale land development to site acquisition and disposition assignments to finding innovative ways to integrate and leverage real estate economics and planning/policy objectives.

In addition, Tom Brubaker of Lighthouse Law Group has been retained to augment the City legal team due to the high workload currently being experienced in the City Attorney’s office.

**ENVIRONMENTAL LEGAL WORK**

The Aspect Consulting Phase II ESA Work Plan (“Work Plan”) for 7810 SE 27<sup>th</sup> Street and the adjacent portion of Sunset Highway to the north (collectively, “Site”) provided information regarding the Site background, geology, hydrogeology, and the nature and extent of documented contamination at the Site, and also resolved the data gaps at the Site to facilitate a better understanding of the potential cleanup costs. The City is using this data in negotiations for reimbursement of cleanup costs from the known, prior polluter of the site, BP/ARCO. The cleanup objective for the Site is to obtain a No Further Action opinion from the Washington State Department of Ecology.

The City has retained Marten Law Group as outside environmental counsel, with Jeff Kray leading negotiations with BP/ARCO. The 2019 appropriations request is intended to fund the ongoing negotiations with BP/ARCO, but does not include litigation costs. A separate appropriations request will follow should litigation become necessary.

**NEGOTIATIONS**

The City proposes to retain Heartland LLC to support the City in final negotiations with MainStreet. Heartland will negotiate project deal terms on behalf of the City, and work “hand and glove” with legal Lighthouse Law Group. Lighthouse will focus on the legal issues and drafting the MOU, while Heartland will focus on the business terms, economics and risk mitigation of the project.

**DUE DILIGENCE AND NEGOTIATIONS COSTS**

A budget to actual summary of the 2018 costs is provided in the table below.

<b>2018 Cost Summary</b>	<b>2018</b>
2018 total budget	\$391,630
Less costs paid in 2018	- 327,468
<b>Unspent budget balance as of 12/31/18</b>	<b>\$64,162</b>

A summary of the 2019 estimated costs through the second quarter of the year and the appropriation needed is provided in the table below.

<b>2019 Cost Summary</b>	<b>2019</b>
Total estimated costs in Q1-Q2 2019	\$369,000
Less unspent budget balance as of 12/31/18	- 64,162
<b>2019 appropriation needed</b>	<b>\$304,838</b>

A detailed breakdown of the 2018 costs and 2019 estimated costs as well as the estimated total for the two years is provided in the table below.

<b>Detailed Breakdown of Due Diligence &amp; Negotiation Costs</b>	<b>2018 Actual Costs</b>	<b>2019 Estimated Costs</b>	<b>Total Costs (2018-2019)</b>
Environmental Work (assumes no litigation)	\$198,889	\$134,000	\$332,889
Professional Services (appraisal, survey, etc.)	11,100	13,000	24,100
Legal (MOU & Development Agreement)		45,000	45,000
Rent to Parkway Management per PSA	60,233	42,000	102,233
Negotiations	47,880	135,000	182,880
City Project Management/Direct Expenses	9,366	0	9,366
<b>Total</b>	<b>\$327,468</b>	<b>\$369,000</b>	<b>\$696,468</b>

To fund the \$369,000 in total estimated costs in 2019, the \$64,162 unspent budget balance needs to be carried over to the 2019 budget, and an additional \$304,838 needs to be appropriated. Staff will seek Council authorization for the \$64,162 budget carryover on April 2, 2019 as part of the 2018 budget carryover agenda bill. Staff recommends funding the \$304,838 balance initially from the Contingency Fund, which will be fully reimbursed after the Council formally adopts the \$1.2 million in additional deficit spending reductions, which were initially reviewed at the February 2019 Planning Session. Staff will seek Council approval of the \$1.2 million in additional deficit spending reductions on April 2, 2019 (General Fund portion) and April 16, 2019 (YFS Fund portion). Ultimately, all due diligence and negotiation costs will be reimbursed by Sound Transit once the long-term commuter parking project is constructed (per the settlement agreement).

## **RECOMMENDATION**

### *City Manager*

- MOVE TO:
1. Authorize the City Manager to enter into a professional services agreement with Heartland Consulting LLC to provide the evaluation, engagement and forthcoming negotiations work associated with developing a Memorandum of Understanding with MainStreet Property Group LLC.
  2. Transfer \$304,838 from the Contingency Fund to the Town Center Parking Facilities Fund and appropriate \$304,838 for additional due diligence and negotiation costs related to the City's proposed commuter parking project, which will be reimbursed by Sound Transit when the project is constructed.



BUSINESS OF THE CITY COUNCIL
CITY OF MERCER ISLAND, WA

AB 5539
March 19, 2019
Regular Business

Table with 3 columns: FISCAL SUSTAINABILITY PLAN PROGRESS REPORT, Action: Receive report. No action necessary., and checkboxes for Discussion Only, Action Needed (Motion, Ordinance, Resolution).

Table with 2 columns: DEPARTMENT OF, COUNCIL LIAISON, EXHIBITS, 2018-2019 CITY COUNCIL GOAL, APPROVED BY CITY MANAGER.

Table with 3 columns: AMOUNT OF EXPENDITURE, AMOUNT BUDGETED, APPROPRIATION REQUIRED, and values \$ n/a.

SUMMARY

At the May 15, 2018 Council meeting, staff was directed to prepare a fiscal sustainability plan (FSP) in 2019 to identify budget strategies that, if implemented, would address the General Fund's annual structural deficit...

Staff selected Management Partners to prepare the FSP for the City. Management Partners is a professional management consulting firm specializing in helping local government leaders improve their operations for over 20 years...

At the December 18, 2018 Council meeting, staff presented the FSP scope of work and timeline for the Council's review (see AB 5520). The proposed scope of work includes the following activities:

- 1. Start Project
2. Gather Data, Conduct Interviews and Review Documents
3. Review and Update the Long-Range Forecast
4. Analyze Data and Prepare Initial Matrix of Strategies (including Revenue Enhancements, Expenditure Controls and Cost Shifts, Service Delivery Model Changes, and Service Delivery Reductions)

5. Prepare Fiscal Sustainability Plan
6. Conduct Community Engagement Workshops (Optional)
7. Support Implementation

At the February 2019 Planning Session, staff asked Council if they wanted to modify the timeline and deliverables for the FSP (see [memo](#)). Council requested that Management Partners provide a progress report on March 19 via video conferencing in advance of receiving the draft FSP on April 16.

Following the presentation of the draft FSP on April 16, staff recommends that the Council take time to review the scenario options/packages broadly among various stakeholders and community members. This plan will shape the City and the services and programs that it provides well into the future. Engaging the community before adopting the plan will ensure that it aligns with the community's priorities.

## **RECOMMENDATION**

*City Manager & Finance Director*

Receive report. No action necessary.



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 5536  
March 19, 2019  
Regular Business**

<b>DRAFT 2019-2020 CITY COUNCIL PRIORITIES AND WORK PLAN</b>	<b>Action:</b> Review and provide direction on the 2019-2020 City Council Priorities and Work Plan.	<input checked="" type="checkbox"/> Discussion Only <input type="checkbox"/> Action Needed: <input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution
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<b>DEPARTMENT OF</b>	City Manager (Julie Underwood)
<b>COUNCIL LIAISON</b>	n/a
<b>EXHIBITS</b>	1. Draft 2019-2020 City Council Priorities and Work Plan
<b>2018-2019 CITY COUNCIL GOAL</b>	n/a
<b>APPROVED BY CITY MANAGER</b>	

<b>AMOUNT OF EXPENDITURE</b>	\$	n/a
<b>AMOUNT BUDGETED</b>	\$	n/a
<b>APPROPRIATION REQUIRED</b>	\$	n/a

**SUMMARY**

On Friday and Saturday, February 1 and 2, 2019, the City Council held its annual planning session. The planning session was spent with the Leadership Team discussing successes over the past year and recognizing the need to be disciplined in identifying priorities and goals for the coming biennium. The City’s long-term structural deficit challenge has compelled the Council to focus and shrink its priorities. The Council Planning Session agenda and packet are available at: [www.mercergov.org/councilmeetings](http://www.mercergov.org/councilmeetings) (click on “Agenda” for 2/1/2019).

After the Council determines the City’s priorities and goals (“the what”), the Leadership Team prepares a draft work plan (“the how”) for the Council to review (see Exhibit 1).

Based on the Council’s direction, staff proposes the following 2019-2020 City Council priorities:

- Priority 1. Implement a Fiscal Sustainability Plan that Aligns with the Community’s Priorities
- Priority 2. Prepare for Light Rail and Improve On-and-Off Island Mobility
- Priority 3. Support the Leadership Team’s Work Plan

These three priorities are multi-year in nature and the long-view must be kept in mind. Likewise, some of the action steps may require additional resources or a shift in resources, if the objective is to complete it within a reasonable timeframe.

The Council also expressed the desire to note past priorities from the last few years: Residential Character, Community Engagement, Sustainability and Livability, Arts and Culture, Emergency Preparedness and Planning, and an Accessible and Healthy Business Ecosystem. They were added to the document preamble to recognize their importance and relevancy to the Mercer Island community and its Council. In addition, the Council continues to emphasize communications and engagement as high priorities for the City. As a result of this direction, this is included in the preamble statement.

This agenda item allows Council to review the draft priorities, specifically the goals statement and action steps, and to give staff clear direction on how to improve the document. After reaching consensus on what to change, staff will modify the document as requested by Council and place on the Consent Calendar for approval.

Following the Council's approval, the Leadership Team will develop departmental work plans aimed at accomplishing the community's vision and Council priorities.

## **RECOMMENDATION**

*City Manager*

Provide the City Manager with feedback on the proposed 2019-2020 City Council Priorities and Work Plan.



# CITY OF MERCER ISLAND

## 2019-2020 CITY COUNCIL PRIORITIES & WORK PLAN

### **Mercer Island's Vision:**

The City's Comprehensive Plan states, "Mercer Island is not an island unto itself." While we are part of a complex regional system, we strive to maintain local control and preserve a safe and livable residential community. We endeavor to continuously provide and improve quality municipal services and foster fiscal responsibility. We value excellence in education, act as stewards of the environment, and endeavor to be open and transparent and to balance the economic, environmental, and social well-being of our entire community.

### **Council's Priorities and Work Plan:**

In the first part of the new year, the City Council holds its annual planning session to discuss past year successes and challenges and to identify its priorities and work plan for the upcoming year. Over the last few years, Council has adopted priorities focused on Residential Character, Community Engagement, Sustainability and Livability, Arts and Culture, Emergency Preparedness and Planning, and an Accessible and Healthy Business Ecosystem. And while these goals are still important and relevant to the Mercer Island community and its Council, the City's long-term structural deficit challenge has compelled the Council to focus and shrink its priorities.

### **Communications and Engagement:**

In the 2018 Community Survey, a majority of respondents were very satisfied/satisfied with the availability of information about City programs and services (68%) and efforts to keep them informed about local issues (58%). In addition, the survey noted that residents would like the City to emphasize efforts to keep residents informed as well as efforts for public engagement on local decisions. The Council has directed the staff to continue to prioritize communications and engagement efforts as it implements the work plan.

## **Priority 1. Implement a Fiscal Sustainability Plan that Aligns with the Community's Priorities**

*Delivering quality services is an important part of Mercer Island's exceptional quality of life; however, financial forecasts project an ongoing structural budget deficit. Unless clear, decisive, and long-term solutions are implemented, the City will have to make significant service level reductions each biennium to balance its budget. By adopting and implementing a fiscal sustainability plan, the City will improve its alignment of financial resources with the community's priorities.*

### **Action Items:**

1. Review and approve the Fiscal Sustainability Plan and identify recommendations for implementation.
2. Conduct organizational efficiency assessments as determined through the Fiscal Sustainability Plan.
3. Shrink the deficit spending that was proposed in the 2019-2020 Adopted Budget by implementing \$1.2 million in additional service level reductions and new/enhanced revenues.
4. Continue to evaluate and implement operational efficiencies at the Thrift Shop to enhance revenues and net income.
5. Review and update the Water and Sewer rate models.
6. Review Transportation impact fees.
7. Conduct the biennial citizen satisfaction survey in 2020.

## **Priority 2. Prepare for Light Rail and Improve On-and-Off Island Mobility**

*It is imperative that the community has a positive experience with the light rail station whether walking, biking or driving to or near the facility. To enhance this experience, the City Council secured just over \$10 million to offset the impacts and to prepare for the East Link light rail project. The City has until December 31, 2025 to expend the funds and receive reimbursement from Sound Transit.*

### **Action Items:**

1. Adopt Guiding Principles for Sound Transit Settlement Agreement projects.
2. Continue to advance two proposed Commuter Parking & Mixed-Use Projects (Parcel 12/Tully's and Parcel 7/Freshy's).
3. Convene a design charrette of agencies and stakeholders to provide input regarding traffic flow in the streets surrounding the light rail station, and to address bicycle, pedestrian, vehicular, and transit connectivity on streets surrounding the light rail station.
4. Complete the Aubrey Davis Park Master Plan in coordination with the development of pedestrian, bicycle, and transit improvements at the light rail station.
5. Work with Sound Transit and Metro to implement the Mercer Island Transit Interchange.
6. Continue to identify and examine pilot projects for first/last mile solutions including regional smart mobility initiatives.
7. Explore options related to private commuter shuttles.
8. Explore transit solution partnerships with King County Metro.
9. Implement traffic mitigation projects to address impacts of the East Link light rail project.
10. Work with WSDOT to implement improvements to I-90 access ramps.
11. Work with the State Delegation and Congressional Representatives to identify and implement state and federal remedies to improve access to I-90.

## **Priority 3. Support the Leadership Team's Work Plan**

*The City's Leadership Team has identified projects and work plan items that will require considerable attention by staff and multiple reviews by Council and boards/commissions over the next three years. Many of these items are ongoing or lengthy and have great community interest, requiring a focus on communication and public engagement. Please see the Leadership Team's Work Plan on the following page.*

**LEADERSHIP TEAM'S WORK PLAN**

High Visibility Projects	2019				2020				2021			
	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
\$1.2 Million Reductions/Revenues Implementation*												
Commuter Parking & Mixed-Use Project (Tully's)*												
Commuter Parking & Mixed Use Project (Freshy's)*												
Organizational Assessments*												
ST Transit Interchange*												
Fiscal Sustainability Plan*												
Critical Areas Code Amendments												
Proposed Community Facilities Zoning												
Sign Code Amendments												
Small Cells Facilities Design Standards												
Town Center - King Property Development												
Town Center Private Developments (Various Projects)												
Urban Growth Capacity/GMA Targets/KC Planning Policies Update												
Various Private Development (e.g., East Seattle School)												
Wireless Communications Facilities Code Amendments												
Aubrey Davis Park Master Plan*												
P&R Commission Appointments												
Parks, Recreation and Open Space (PROS) Plan												
King County Sewer Project												
Recology Contract Rollout												
SCADA & Water Meters Projects												
ADA Transition Plan												

\*Council Priorities

Board/Commission

Council

Staff

3/13/19



# PLANNING SCHEDULE

Please email the City Manager & City Clerk when an agenda item is added, moved, or removed.

Special Meetings and Study Sessions begin at 6:00 pm. Regular Meetings begin at 7:00 pm. Items are not listed in any particular order. Agenda items & meeting dates are subject to change.

MARCH 19		DUE TO:	3/8 D/P	3/11 FN	3/11 CA	3/12 Clerk
ABSENCES:						
ITEM TYPE   TIME   TOPIC	STAFF			SIGNER		
<b>EXECUTIVE SESSION (5:00-5:30 pm)</b>						
30	To discuss pending or potential litigation with legal counsel pursuant to RCW 42.30.110(1)(i) for approximately 30 minutes.					
<b>STUDY SESSION (5:30-7:00 pm)</b>						
90	AB 5540: Mercer Island Transit Interchange Report	Julie Underwood/ Kirsten Taylor				
<b>SPECIAL BUSINESS (7:00 pm)</b>						
10	AB 5535: Women's History Month	Ali Spietz				
<b>CONSENT CALENDAR</b>						
--	AB 5542: Community Planning & Development Temporary Records Assistant Appropriation	Alison Van Gorp				
--	AB 5441: Due Diligence Costs for the City's Proposed Commuter Parking Project	Julie Underwood/ Kirsten Taylor				
<b>REGULAR BUSINESS</b>						
30	AB 5539: Fiscal Sustainability Plan Progress Report	Julie Underwood				
30	AB 5536: Draft 2019-2020 City Council Priorities & Work Plan	Julie Underwood				

APRIL 2		DUE TO:	3/22 D/P	3/25 FN	3/25 CA	3/26 Clerk
ABSENCES: Underwood						
ITEM TYPE   TIME   TOPIC	STAFF			SIGNER		
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	AB xxxx: King County Parks Levy Presentation	Jessi Bon				
<b>SPECIAL BUSINESS (7:00 pm)</b>						
10	Sexual Assault Awareness Month Proclamation	Derek Franklin				
<b>CONSENT CALENDAR</b>						
--	AB xxxx: Open Space Conservancy Trust Board Annual Report and Work Plan	Alaine Sommargren				
--	AB xxxx: 2018 Budget Carryovers	Chip Corder				
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
30	AB xxxx: Parks & Recreation Commission Recruitment and Proposed Work Plan	Jessi Bon				
60	AB xxxx: Proposed Additional Deficit Spending Reductions (General Fund Only) Approval	Chip Corder				
<b>EXECUTIVE SESSION</b>						

APRIL 16 ABSENCES:		DUE TO:	4/5 D/P	4/8 FN	4/8 CA	4/9 Clerk
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	Update on Commuter Parking & Mixed-Use Project MOU		Julie Underwood			
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
120	AB xxxx: Draft Fiscal Sustainability Plan		Chip Corder			
60	AB xxxx: Youth & Family Services Fund		Cindy Goodwin			
<b>EXECUTIVE SESSION</b>						

APRIL 25 – 4:45-5:45 PM (SPECIAL MEETING)						
Special Joint Meeting with MISD Board (Council Chambers)						

MAY 7 ABSENCES:		DUE TO:	4/26 D/P	4/29 FN	4/29 CA	4/30 Clerk
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	AB xxxx: Planning Commission Handoff – Critical Areas Ordinance		Evan Maxim			
<b>SPECIAL BUSINESS (7:00 pm)</b>						
10	AB xxxx: Building Safety Month Proclamation		Don Cole			
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
90	AB xxxx: Public Hearing: Preview of 6-Year Transportation Improvement Program		Patrick Yamashita			
<b>REGULAR BUSINESS</b>						
45	AB xxxx: Fourth Quarter 2018 Financial Status Report & 2019-2020 Budget Adjustments		Chip Corder			
45	AB xxxx: Critical Areas Ordinance – First Reading		Evan Maxim			
30	AB xxxx: Code Cleanup – First Reading		Evan Maxim			
<b>EXECUTIVE SESSION</b>						

<b>MAY 21</b>		<b>DUE</b>	<b>5/10</b>	<b>5/13</b>	<b>5/13</b>	<b>5/14</b>
ABSENCES:		TO:	D/P	FN	CA	Clerk
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
5	AB xxxx: Safe Boating and Paddling Week Proclamation			Ed Holmes		
5	AB xxxx: Public Works Week Proclamation			Jason Kintner		
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
15	AB xxxx: First Quarter 2019 Financial Status Report & 2019-2020 Budget Adjustments			Chip Corder		
45	AB xxxx: Critical Areas Ordinance – Second Reading & Adoption (tentative)			Evan Maxim		
30	AB xxxx: Code Cleanup – Second Reading & Adoption			Evan Maxim		
<b>EXECUTIVE SESSION</b>						

<b>JUNE 4</b>		<b>DUE</b>	<b>5/24</b>	<b>5/27</b>	<b>5/27</b>	<b>5/28</b>
ABSENCES:		TO:	D/P	FN	CA	Clerk
ITEM TYPE   TIME   TOPIC			STAFF		SIGNER	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	AB xxxx: Aubrey Davis Park Master Plan Concept Alternatives			Paul West		
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
30	AB xxxx: Interim Design and Concealment Standards for Small Cell Facilities Deployment Ordinance - Extension			Evan Maxim		
<b>REGULAR BUSINESS</b>						
45	Adoption of 6-Year Transportation Improvement Program			Patrick Yamashita		
60	AB xxxx: Interim Design and Concealment Standards for Small Cell Facilities Deployment Ordinance - Extension			Evan Maxim		
<b>EXECUTIVE SESSION</b>						

<b>JUNE 18</b> ABSENCES:		<b>DUE TO:</b>	<b>6/7 D/P</b>	<b>6/10 FN</b>	<b>6/10 CA</b>	<b>6/11 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
60	AB xxxx: Sound Transit Park-and-Ride Parking Permit Program			Kirsten Taylor		Ali
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
30	King County Comprehensive Solid Waste Plan			Jason Kintner		
60	AB xxxx: Community Facilities Code Amendment – First Reading & Handoff (tentative)			Evan Maxim		
<b>EXECUTIVE SESSION</b>						

<b>JUNE 21 MID-YEAR PLANNING SESSION</b> ABSENCES:		<b>DUE TO:</b>	<b>6/7 D/P</b>	<b>6/10 FN</b>	<b>6/10 CA</b>	<b>6/11 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>SPECIAL BUSINESS (1:00-8:00 pm)</b>						

<b>JULY 2</b> ABSENCES:		<b>DUE TO:</b>	<b>6/21 D/P</b>	<b>6/24 FN</b>	<b>6/24 CA</b>	<b>6/25 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
	AB xxxx: Parks & Recreation Month & Summer Celebration Proclamation			Jessi Bon		
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
60	AB xxxx: Community Facilities Code Amendment – Second Reading & Adoption			Evan Maxim		
<b>EXECUTIVE SESSION</b>						

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<b>JULY 16</b> ABSENCES:		<b>DUE TO:</b>	<b>7/5 D/P</b>	<b>7/8 FN</b>	<b>7/8 CA</b>	<b>7/9 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
AB xxxx: National Night Out Proclamation			Ed Holmes			
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>AUGUST 6</b> ABSENCES:		<b>DUE TO:</b>	<b>7/26 D/P</b>	<b>7/29 FN</b>	<b>7/29 CA</b>	<b>7/30 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
Women's Equality Day Proclamation						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>AUGUST 20</b> ABSENCES:		<b>DUE TO:</b>	<b>8/9 D/P</b>	<b>8/12 FN</b>	<b>8/12 CA</b>	<b>8/13 Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>	
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						

<b>CONSENT CALENDAR</b>					
<b>PUBLIC HEARING</b>					
<b>REGULAR BUSINESS</b>					
<b>EXECUTIVE SESSION</b>					

<b>SEPTEMBER 3</b>		<b>DUE</b>	<b>8/23</b>	<b>8/26</b>	<b>8/26</b>	<b>8/27</b>
<b>ABSENCES:</b>		<b>TO:</b>	<b>D/P</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
5	Mayor's Day of Concern for the Hungry Proclamation			Cindy Goodwin		Ali
5	National Preparedness Month			Jennifer Franklin		Ali
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
45	Second Quarter 2019 Financial Status Report & 2019-2020 Budget Adjustments			Chip Corder		Ali
<b>EXECUTIVE SESSION</b>						

<b>SEPTEMBER 17</b>		<b>DUE</b>	<b>9/6</b>	<b>9/9</b>	<b>9/9</b>	<b>9/10</b>
<b>ABSENCES:</b>		<b>TO:</b>	<b>D/P</b>	<b>FN</b>	<b>CA</b>	<b>Clerk</b>
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
5	National Recovery Month Proclamation			Derek Franklin		Ali
5	Peace Day on Mercer Island Proclamation			Diane Mortenson		Ali
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						

<b>REGULAR BUSINESS</b>			
	AB xxx: Q3 Sustainability Update [Placeholder]		
<b>EXECUTIVE SESSION</b>			

<b>OCTOBER 1</b>		<b>DUE TO:</b>	<b>9/20 D/P</b>	<b>9/23 FN</b>	<b>9/23 CA</b>	<b>9/24 Clerk</b>
ABSENCES:						
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
5	Domestic Violence Action Month Proclamation			Derek Franklin		Ali
5	National Community Planning Month			Evan Maxim		Ali
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

<b>OCTOBER 15</b>		<b>DUE TO:</b>	<b>10/4 D/P</b>	<b>10/7 FN</b>	<b>10/7 CA</b>	<b>10/8 Clerk</b>
ABSENCES:						
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
60	2019 Comprehensive Plan Amendments – First Reading			Evan Maxim		
<b>EXECUTIVE SESSION</b>						

<b>NOVEMBER 5 (ELECTION DAY – TBD)</b>		<b>DUE TO:</b>	<b>10/25 D/P</b>	<b>10/28 FN</b>	<b>10/28 CA</b>	<b>10/29 Clerk</b>
ABSENCES:						

ITEM TYPE   TIME   TOPIC	STAFF	SIGNER
<b>STUDY SESSION (6:00-7:00 pm)</b>		
<b>SPECIAL BUSINESS (7:00 pm)</b>		
Veteran's Day Proclamation	Ali Spietz	Julie
<b>CONSENT CALENDAR</b>		
2019 Comprehensive Plan Amendments – Second Reading	Evan Maxim	
<b>PUBLIC HEARING</b>		
<b>REGULAR BUSINESS</b>		
2020 Comprehensive Plan Amendment Docket	Evan Maxim	
<b>EXECUTIVE SESSION</b>		

NOVEMBER 19 ABSENCES:	DUE TO:	11/8 D/P	11/11 FN	11/11 CA	11/12 Clerk
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>					
<b>SPECIAL BUSINESS (7:00 pm)</b>					
<b>CONSENT CALENDAR</b>					
<b>PUBLIC HEARING</b>					
60	2019-2020 Mid-Biennial Budget Review (Third Quarter 2019 Financial Status Report & 2019-2020 Budget Adjustments; NORCOM 2020 budget resolution; 2020 utility rate resolutions; and 2020 property tax ordinances)			Chip Corder	
<b>REGULAR BUSINESS</b>					
<b>EXECUTIVE SESSION</b>					

DECEMBER 3 ABSENCES:	DUE TO:	11/22 D/P	11/25 FN	11/25 CA	11/26 Clerk
<b>ITEM TYPE   TIME   TOPIC</b>			<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>					
<b>SPECIAL BUSINESS (7:00 pm)</b>					
<b>CONSENT CALENDAR</b>					

<b>PUBLIC HEARING</b>			
<b>REGULAR BUSINESS</b>			
<b>EXECUTIVE SESSION</b>			

<b>DECEMBER 17</b>		<b>DUE TO:</b>	<b>12/6 D/P</b>	<b>12/9 FN</b>	<b>12/9 CA</b>	<b>12/10 Clerk</b>
<b>ABSENCES:</b>						
<b>ITEM TYPE   TIME   TOPIC</b>				<b>STAFF</b>		<b>SIGNER</b>
<b>STUDY SESSION (6:00-7:00 pm)</b>						
<b>SPECIAL BUSINESS (7:00 pm)</b>						
<b>CONSENT CALENDAR</b>						
<b>PUBLIC HEARING</b>						
<b>REGULAR BUSINESS</b>						
<b>EXECUTIVE SESSION</b>						

**OTHER ITEMS TO BE SCHEDULED:**

- Parks Waterfront Structures Long-Term Planning – P. West
- Land Conservation Work Plan Update – A. Sommargren
- Open Space Vegetation Management – A. Sommargren
- King County Comprehensive Solid Waste Mgt Plan – J. Kintner
- Comprehensive Mobility Plan (ST Settlement) – K. Taylor
- Sound Transit Park-and-Ride Parking Permit Program – K. Taylor
- ARCH Work Program, Budget and Trust Fund approval

**MISD BOARD JOINT MEETING DATES:**

- Thursday, April 25, 2019

## **ANNUAL (ROUTINE) ITEMS:**

### **Council/City Manager:**

- Legislative Agenda (Q3 & Q4)
- City Council Annual Planning Session (Q1)
- Adoption of City Council Goals (Q2)
- Mini-Planning Session (Q2)
- Sustainability Update (Q1 & Q3)

### **Community Planning and Development:**

- ARCH Budget and Work Program (Q1)
- ARCH Trust Fund Recommendations (Q1)
- Comprehensive Plan Amendments (Q4)
- Comprehensive Plan Docket (Q4)

### **Finance/Budget:**

#### Every Year:

- General Fund & REET Surplus Disposition (Q2)
- 4th Quarter Financial Status Report & Budget Adjustments (Q2)
- 1st Quarter Financial Status Report & Budget Adjustments (Q2)
- 2nd Quarter Financial Status Report & Budget Adjustments (Q3)
- 3rd Quarter Financial Status Report & Budget Adjustments (Q4)

#### Odd Years:

- Mid-Biennial Budget Review (3rd Quarter Financial Status Report & Budget Adjustments, Utility Rates, and Property Tax Levy) (Nov Mtg)

#### Even Years:

- Capital Improvement Program (CIP) Budget Kick-Off (2nd Mar Mtg)
- Operating Budget Kick-Off (Mini-PS)
- Proposed Budget: Presentation & Distribution (1st Oct Mtg)
- Proposed Budget: Operating Budget Review (2nd Oct Mtg)
- Proposed Budget: Capital Improvement Program Review (1st Nov Mtg)
- Proposed Budget: Finalize Changes & Adopt Tax Ordinances and Fee Resolutions (2nd Nov Mtg)
- Final Budget Adoption (1st Dec Mtg)

### **Fire Department:**

#### **Human Resources:**

- Police & Police Support Collective Bargaining Agreements
- Fire Collective Bargaining Agreement
- AFSCME Collective Bargaining Agreement

#### **Parks & Recreation:**

- Open Space Conservancy Trust Board Annual Report and Work Plan (Q2)

#### **Public Works:**

- Bid Awards & Project Close-Outs
- Public Hearing: Preview of 6-Year Transportation Improvement Program (Q2)
- Adoption of 6-Year Transportation Improvement Program (Q2)

#### **Youth & Family Services:**

- Interlocal Agreement with MISD for School Mental Health Counselors (Q3)

#### **Proclamations**

- Martin Luther King Jr. Day (1st Jan)
- Black History Month (1st Feb)
- Women’s History Month & International Women’s Day (1st Mar)
- Sexual Assault Awareness Month (1st Apr)
- Earth Day (2nd Apr)
- Volunteer Appreciation Week (2nd Apr)
- Building Safety Month (1st May)
- Safe Boating and Paddling Week (2nd May)
- Public Works Week (2nd May)
- Parks and Recreation Month & Summer Celebration! (1st Jul)
- National Night Out (2nd Jul)
- Women’s Equality Day (1st Aug)
- National Recovery Month (1st Sep)
- National Preparedness Month (1st Sep)
- Mayor’s Day of Concern for the Hungry (1st Sep)
- Peace Day on Mercer Island (September 18)
- Domestic Violence Action Month (1st Oct)
- National Community Planning Month (1st Oct)
- Veteran’s Day (1st Nov)