

MOTION NO. M2017-96
Negotiate and Execute a Settlement Agreement with City of Mercer Island

MEETING:	DATE:	TYPE OF ACTION:	STAFF CONTACT:
Board	06/22/2017	Final Action	Ahmad Fazel, Executive Director DECM Ron Lewis, Executive Project Director East Link Eric Beckman, Deputy Executive Director Business & Construction Services

PROPOSED ACTION

Authorizes the chief executive officer to negotiate and execute a settlement agreement with Mercer Island to settle pending litigation through payment of certain reimbursable expenses not to exceed \$10,050,000, all as provided in this motion.

KEY FEATURES SUMMARY

- The CEO is authorized to negotiate and execute an agreement that:
 - Requires Sound Transit to lease up to 100 additional parking stalls during the temporary closure of the South Bellevue Park-and-Ride.
 - Provides a framework for designing and constructing a bus/rail transfer facility oriented along North Mercer Way and 77th Avenue SE.
 - Provides up to \$5,100,000 in reimbursements to a City of Mercer Island led study, design, and construction of traffic safety enhancements.
 - Provides up to \$4,410,000 contribution to one or more City of Mercer Island led transit-oriented development (TOD) or structured commuter parking facilities.
 - Provides funding and partnership with the City and King County Metro to pilot last-mile transit solutions.
 - Has a maximum total authorization of \$10,050,000 for all purposes identified.

BACKGROUND

Motion Nos. M2017-38 and M2017-53 authorized three Sound Transit Board members to meet with Mercer Island elected officials to discuss issues of concern related to East Link Extension construction and operation and participate in the then ongoing consultation discussions to implement the 2004 Amendment to the 1976 Memorandum of Agreement relating to Interstate 90.

On May 31, 2017, the Mercer Island City Council tentatively agreed to the measures and settlement items and assumptions outlined in the attached Exhibit A and authorized City staff to work collaboratively with Sound Transit staff to prepare a final agreement for subsequent consideration and approval by the Mercer Island City Council and Sound Transit Board.

After considering Exhibit A, the Board determines that the following actions are appropriate to settle the litigation:

Temporary Construction Parking:

Sound Transit will lease, consistent with the parameters of leased lots in Bellevue, Renton, and Redmond (if feasible), stalls for transit user parking during the construction period for the South

Bellevue park-and-ride, with a goal of securing 100 stalls which are either within a 1/3-mile walkshed of the Mercer Island park-and-ride or will be served by transit/shuttle service for an amount not to exceed \$240,000 for all expenditures including transit/shuttle service. Sound Transit will continue pursuing spaces beyond June 3, 2017, with the goal of reaching 100 stalls by August 1, 2017. Unused money is transferable to fund traffic safety enhancements related to the effects of the center roadway closure and HOV-only use of the R-8A HOV lanes described below.

Bus/rail Integration:

Sound Transit supports the 77th Avenue SE location and operational limitations for a bus/rail intercept on Mercer Island. But to the extent King County Metro buses are involved or required to coordinate service, this location and operations limitations cannot be implemented without King County Metro's agreement. The City and Sound Transit staff will work collaboratively with King County Metro to obtain its concurrence where necessary and document such concurrence as appropriate. The bus/rail intercept will use the 77th Avenue SE configuration modified as follows:

- No pick-up/drop-off on 80th Avenue SE.
- Bus volumes on North Mercer Way both during peak periods and on a daily basis would not exceed current volumes (excluding, for these purposes, both current and future Mercer Island-only buses).
- Buses (other than Mercer Island-only buses) would not drive through the Mercer Island Town Center via SE 27th Street except in emergency or unexpected situations (e.g., to get around a traffic accident).

The City expects the following additional operational provisions, but will consider modifications based on King County Metro operational concerns:

- All pick-up/drop-off (other than local Mercer Island buses) would be on the south side of North Mercer Way between 77th Avenue SE and 80th Avenue SE.
- Bus layovers will be limited to no more than 15 minutes and would only occur incident to the PM peak hour operation.
- Except as to buses running entirely on electrical (battery) power, no idling of buses other than during actual pick-up or drop-off times.

Traffic/Safety Enhancements related to the Center Roadway closure and R-8A HOV restriction:

- Sound Transit will complete all traffic mitigation work identified in the Final Environmental Impact Statement for the East Link Extension (2011) and the SEPA Addendum for the East Link Extension (2017), consistent with those environmental documents.
- In addition to the amounts expended to fund the traffic mitigation work identified in East Link Extension environmental documents, Sound Transit will make reimbursable contributions to the City for the actual reasonable cost 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 \$5,100,000, except as this amount may be adjusted as provided in the Long-Term Parking section.
- Such traffic safety enhancements may include temporary and permanent improvements to intersections, signage, traffic calming, crosswalks, etc. If the enhancements cost less than the amount remaining after accounting for deductions or additions from or to the total contribution authorized, the remaining funds, if any, may be applied to improving last mile transit access or Aubrey Davis Park improvements.

- Sound Transit is willing to coordinate with the City to mutually study and address traffic safety enhancements and intersection improvements, subject to the total contribution authorized as set forth above.

Long-Term Parking:

- Upon completion of the new, expanded South Bellevue Park-and-Ride, Sound Transit will terminate the short-term commuter lot leases used for Temporary Construction Parking referenced above.
- Sound Transit will make a reimbursable contribution for long-term regional transit commuter parking provided as part of one or more City-led transit-oriented development projects and/or structured regional transit commuter parking. The contribution for regional transit parking stalls will be no more than 49 percent of the actual reasonable construction cost per stall provided by the City up to a maximum of 200 stalls. The current estimated construction cost per stall is approximately \$45,000/stall, in which case Sound Transit's contribution will be \$22,050 for each parking stall. The estimated construction cost per stall will be adjusted annually by the consumer price index. Without regard to the actual cost per parking stall, if Sound Transit's 49 percent maximum contribution/stall exceeds \$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 parking stalls, the maximum total funding provided for all purposes, including inflation, cannot exceed \$10,050,000.
- If Sound Transit's 49 percent share of long-term regional transit commuter parking stall costs is less than \$4,410,000, the unused 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.
- The City will fund at least 51 percent of the parking stall cost at these City-owned and City-operated facilities. 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.

Aubrey Davis Park:

- Sound Transit will make a reimbursable contribution not to exceed \$50,000 to the City's Aubrey Davis Park Master Plan; any remaining funds from the \$50,000, if any, may be used for implementation of the Aubrey Davis Park Master Plan.
- Sound Transit will assign appropriate staff to assist in development of the Master Plan.
- In the proximity of 77th Avenue SE and 80th 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, and such costs will not count against Sound Transit's other funding contributions described in this motion.

Last Mile Pilot Project with King County Metro:

Sound Transit and the City will partner with King County Metro to launch a pilot project to improve last mile transit access for Mercer Island residents and that would potentially have regional applicability. Sound Transit will provide funding in an amount not to exceed \$226,900, except as this amount may be adjusted as provided in Traffic/Safety Enhancements related to the Center Roadway closure and R-8A HOV restriction section above.

Emergency Training for I-90 Response:

Sound Transit will include the City in Sound Transit's existing multi-city/multi-agency Fire Life Safety Committee which comprehensively addresses emergency response concerns.

Sound Transit will provide funding to the City in an amount not to exceed \$25,000 for police and fire training through amendments to existing agreements with the City of Seattle.

Additional Sound Transit Staffing Through Construction:

Sound Transit will work closely with the City to develop and implement community information measures required by the Final Environmental Impact Statement and Record of Decision.

Sound Transit community outreach staff will spend 15 hours per week at City-provided work space to develop and implement community outreach and communication measures.

Total Authorized Expenditure:

Except for amounts specifically excluded from the total, the maximum total authorized funding for all purposes identified in this motion is \$10,050,000. The City will be responsible for ensuring that any necessary environmental review is accomplished before Sound Transit's payment of reimbursable contributions.

East Link Extension Permits:

The City and Sound Transit will work together to ensure that there is a clear and collaborative path forward for timely issuance of permit decisions and construction of the Mercer Island Station, all East Link Extension facilities in the City, and the bus/rail integration facility serving the Mercer Island Station.

The City must agree to commitments that provide a high degree of certainty that all the East Link Extension facilities in the City will continue to move forward within the approved scope, schedule and budget, including commitments by the City to promptly issue all permits necessary for the East Link Extension and that all applicable permit conditions and mitigation measures are fulfilled by the mitigation and other items provided in the final settlement agreement.

General Terms:

The settlement agreement should include general terms and conditions regarding such topics as liability, insurance, indemnification, dispute resolution, assignment, termination, applicable federal provisions, SEPA compliance requirements and responsibilities, and mutually agreeable deadlines for completion of those items for which Sound Transit is to provide reimbursable contributions.

Litigation:

Sound Transit and the City will ask the Court to suspend and stay the proceedings in Sound Transit's two lawsuits against the City, but the orders issued by King County Superior Court will remain in effect. Final judgment should be issued dismissing the lawsuits when all required permits for East Link Extension have been issued by the City.

The City and Sound Transit will ask the Court to suspend and stay the proceedings in the City's lawsuit against Sound Transit and WSDOT. The City will not commence any further proceedings or

new litigation or new regulatory action impacting the East Link Extension. The City's lawsuit and appeals will be dismissed with prejudice if a final settlement agreement is approved by both parties.

PROJECT STATUS

Project Identification	Alternatives Identification	Conceptual Engineering	Preliminary Engineering	Final Design	Construction
------------------------	-----------------------------	------------------------	-------------------------	--------------	--------------

Projected Completion Date for Construction: 2023
 Project scope, schedule, and budget summary located on page 45 of the March 2017 Agency Progress Report.

FISCAL INFORMATION

The maximum total authorization of this action is within the baseline budget and sufficient funds remain after approval of this action to fund the remaining work in the construction phase as contained in the baseline budget.

The baseline budget for the I-90 Two-Way Transit & HOV Operations, Stage 3 project is \$225,648,485. Within that amount, \$198,330,485 has been set aside for the construction phase, of that amount \$175,753,988 is committed.

The proposed action would commit an amount not to exceed \$10,050,000 to meet financial obligations for payments and services under the proposed Settlement Agreement with the City of Mercer Island leaving a remaining uncommitted budget of \$12,526,497 in the construction phase.

I-90 Two-Way Transit & HOV Operations, Stage 3
 (in thousands)

Project Phase	Baseline Budget	Board Approvals	This Action	Board Approved Plus Action	Uncommitted / (Shortfall)
Agency Administration	\$3,648	\$1,655	\$	\$1,655	\$1,993
Preliminary Engineering	\$1,549	\$1,549		1,549	
Final Design	\$22,121	\$19,298		19,298	2,823
Third Parties					
Right of Way					
Construction	198,330	175,754	10,050	185,804	12,526
Construction Services					
Vehicles					
Total Current Budget	\$225,648	\$198,256	\$10,050	\$208,306	\$17,342
Phase Detail - Construction					
Civil Construction	\$180,600	\$175,754		\$175,754	\$4,846
Construction UC	\$17,730		\$10,050	\$10,050	\$7,680
Total Phase	\$198,330	\$175,754	\$10,050	\$185,804	\$12,526
City of Mercer Island, Settlement Agreement Detail					
	Board Approvals to Date	Current Approved Contract Status	Proposed Action	Proposed Total for Board Approval	
Mercer Island Settlement	\$	\$	\$10,050	\$10,050	
Total Obligated Amount	\$	\$	\$10,050	\$10,050	
Percent Contingency	0%	0%	0%	0%	

Notes:
 Amounts are expressed in Year of Expenditure.
 Board Approvals = Committed To-Date + Contingency as of May 2017 and includes pending Board actions.
 For detailed project information, see page 45 of the Adopted 2017 Transit Improvement Plan (TIP).

PUBLIC INVOLVEMENT

Not applicable to this action

TIME CONSTRAINTS

A one-month delay could impact the project schedule.

PRIOR BOARD/COMMITTEE ACTIONS

Motion No. M2017-77: Extended the authority granted by Motion No. M2017-53 to July 27, 2017, to accommodate the City of Mercer Island's request this week to consider information regarding I-90 and East Link on Mercer Island.

Motion No. M2017-53: Authorized the three board members appointed to meet with Mercer Island elected officials to participate in the ongoing consultation discussions to implement the 2004 Amendment to the 1976 Memorandum of Agreement relating to Interstate 90.

Motion No. M2017-38: Authorized the Board Chair to appoint up to three board members to meet with City of Mercer Island elected officials to discuss issues of concern regarding the East Link Project.

Motion No. M2017-20: Authorized legal action against the City of Mercer Island, the Washington State Department of Transportation (a potential non-adverse defendant), and other governmental entities deemed necessary or appropriate, to confirm Sound Transit's and the Washington State Department of Transportation's authority to take all lawful actions to construct and operate light rail on Interstate 90 or on Mercer Island between Seattle and Bellevue as approved by voters; and to enforce the 1976 Memorandum of Agreement and 2004 Amendment governing Interstate 90 between Seattle and Bellevue

Motion No. M2016-67: Directed Sound Transit staff to work with the City of Mercer Island, the Mercer Island public and other interested parties, including WSDOT and King County/Metro, on matters involving the East Link Light Rail that directly impact the City of Mercer Island.

ENVIRONMENTAL REVIEW

PW 6/19/17

LEGAL REVIEW

SGS 6/19/17

MOTION NO. M2017-96

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing the chief executive officer to negotiate and execute a settlement agreement with Mercer Island to settle pending litigation through payment of certain reimbursable expenses not to exceed \$10,050,000, all as provided in this motion.

BACKGROUND:

Motion Nos. M2017-38 and M2017-53 authorized three Sound Transit Board members to meet with Mercer Island elected officials to discuss issues of concern related to East Link Extension construction and operation and participate in the then ongoing consultation discussions to implement the 2004 Amendment to the 1976 Memorandum of Agreement relating to Interstate 90.

On May 31, 2017, the Mercer Island City Council tentatively agreed to the measures and settlement items and assumptions outlined in the attached Exhibit A and authorized City staff to work collaboratively with Sound Transit staff to prepare a final agreement for subsequent consideration and approval by the Mercer Island City Council and Sound Transit Board.

After considering Exhibit A, the Board determines that the following actions are appropriate to settle the litigation:

Temporary Construction Parking:

Sound Transit will lease, consistent with the parameters of leased lots in Bellevue, Renton, and Redmond (if feasible), stalls for transit user parking during the construction period for the South Bellevue park-and-ride, with a goal of securing 100 stalls which are either within a 1/3-mile walkshed of the Mercer Island park-and-ride or will be served by transit/shuttle service for an amount not to exceed \$240,000 for all expenditures including transit/shuttle service. Sound Transit will continue pursuing spaces beyond June 3, 2017, with the goal of reaching 100 stalls by August 1, 2017. Unused money is transferable to fund traffic safety enhancements related to the effects of the center roadway closure and HOV-only use of the R-8A HOV lanes described below.

Bus/rail Integration:

Sound Transit supports the 77th Avenue SE location and operational limitations for a bus/rail intercept on Mercer Island. But to the extent King County Metro buses are involved or required to coordinate service, this location and operations limitations cannot be implemented without King County Metro's agreement. The City and Sound Transit staff will work collaboratively with King County Metro to obtain its concurrence where necessary and document such concurrence as appropriate. The bus/rail intercept will use the 77th Avenue SE configuration modified as follows:

- No pick-up/drop-off on 80th Avenue SE.
- Bus volumes on North Mercer Way both during peak periods and on a daily basis would not exceed current volumes (excluding, for these purposes, both current and future Mercer Island-only buses).
- Buses (other than Mercer Island-only buses) would not drive through the Mercer Island Town Center via SE 27th Street except in emergency or unexpected situations (e.g., to get around a traffic accident).

The City expects the following additional operational provisions, but will consider modifications based on King County Metro operational concerns:

- All pick-up/drop-off (other than local Mercer Island buses) would be on the south side of North Mercer Way between 77th Avenue SE and 80th Avenue SE.
- Bus layovers will be limited to no more than 15 minutes and would only occur incident to the PM peak hour operation.
- Except as to buses running entirely on electrical (battery) power, no idling of buses other than during actual pick-up or drop-off times.

Traffic/Safety Enhancements related to the Center Roadway closure and R-8A HOV restriction:

- Sound Transit will complete all traffic mitigation work identified in the Final Environmental Impact Statement for the East Link Extension (2011) and the SEPA Addendum for the East Link Extension (2017), consistent with those environmental documents.
- In addition to the amounts expended to fund the traffic mitigation work identified in East Link Extension environmental documents, Sound Transit will make reimbursable contributions to the City for the actual reasonable cost 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 \$5,100,000, except as this amount may be adjusted as provided in the Long-Term Parking section.
- Such traffic safety enhancements may include temporary and permanent improvements to intersections, signage, traffic calming, crosswalks, etc. If the enhancements cost less than the amount remaining after accounting for deductions or additions from or to the total contribution authorized, the remaining funds, if any, may be applied to improving last mile transit access or Aubrey Davis Park improvements.
- Sound Transit is willing to coordinate with the City to mutually study and address traffic safety enhancements and intersection improvements, subject to the total contribution authorized as set forth above.

Long-Term Parking:

- Upon completion of the new, expanded South Bellevue Park-and-Ride, Sound Transit will terminate the short-term commuter lot leases used for Temporary Construction Parking referenced above.
- Sound Transit will make a reimbursable contribution for long-term regional transit commuter parking provided as part of one or more City-led transit-oriented development projects and/or structured regional transit commuter parking. The contribution for regional transit parking stalls will be no more than 49 percent of the actual reasonable construction cost per stall provided by the City up to a maximum of 200 stalls. The current estimated construction cost per stall is approximately \$45,000/stall, in which case Sound Transit's contribution will be \$22,050 for each parking stall. The estimated construction cost per stall will be adjusted annually by the consumer price index. Without regard to the actual cost per parking stall, if Sound Transit's 49 percent maximum contribution/stall exceeds \$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 parking stalls, the maximum total funding provided for all purposes, including inflation, cannot exceed \$10,050,000.
- If Sound Transit's 49 percent share of long-term regional transit commuter parking stall costs is less than \$4,410,000, the unused 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.

- The City will fund at least 51 percent of the parking stall cost at these City-owned and City-operated facilities. 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.

Aubrey Davis Park:

- Sound Transit will make a reimbursable contribution not to exceed \$50,000 to the City's Aubrey Davis Park Master Plan; any remaining funds from the \$50,000, if any, may be used for implementation of the Aubrey Davis Park Master Plan.
- Sound Transit will assign appropriate staff to assist in development of the Master Plan.
- In the proximity of 77th Avenue SE and 80th 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, and such costs will not count against Sound Transit's other funding contributions described in this motion.

Last Mile Pilot Project with King County Metro:

Sound Transit and the City will partner with King County Metro to launch a pilot project to improve last mile transit access for Mercer Island residents and that would potentially have regional applicability. Sound Transit will provide funding in an amount not to exceed \$226,900, except as this amount may be adjusted as provided in Traffic/Safety Enhancements related to the Center Roadway closure and R-8A HOV restriction section above.

Emergency Training for I-90 Response:

Sound Transit will include the City in Sound Transit's existing multi-city/multi-agency Fire Life Safety Committee which comprehensively addresses emergency response concerns.

Sound Transit will provide funding to the City in an amount not to exceed \$25,000 for police and fire training through amendments to existing agreements with the City of Seattle.

Additional Sound Transit Staffing Through Construction:

Sound Transit will work closely with the City to develop and implement community information measures required by the Final Environmental Impact Statement and Record of Decision.

Sound Transit community outreach staff will spend 15 hours per week at City-provided work space to develop and implement community outreach and communication measures.

Total Authorized Expenditure:

Except for amounts specifically excluded from the total, the maximum total authorized funding for all purposes identified in this motion is \$10,050,000. The City will be responsible for ensuring that any necessary environmental review is accomplished before Sound Transit's payment of reimbursable contributions.

East Link Extension Permits:

The City and Sound Transit will work together to ensure that there is a clear and collaborative path forward for timely issuance of permit decisions and construction of the Mercer Island Station, all

East Link Extension facilities in the City, and the bus/rail integration facility serving the Mercer Island Station.

The City must agree to commitments that provide a high degree of certainty that all the East Link Extension facilities in the City will continue to move forward within the approved scope, schedule and budget, including commitments by the City to promptly issue all permits necessary for the East Link Extension and that all applicable permit conditions and mitigation measures are fulfilled by the mitigation and other items provided in the final settlement agreement.

General Terms:

The settlement agreement should include general terms and conditions regarding such topics as liability, insurance, indemnification, dispute resolution, assignment, termination, applicable federal provisions, SEPA compliance requirements and responsibilities, and mutually agreeable deadlines for completion of those items for which Sound Transit is to provide reimbursable contributions.

Litigation:

Sound Transit and the City will ask the Court to suspend and stay the proceedings in Sound Transit's two lawsuits against the City, but the orders issued by King County Superior Court will remain in effect. Final judgment should be issued dismissing the lawsuits when all required permits for East Link Extension have been issued by the City.

The City and Sound Transit will ask the Court to suspend and stay the proceedings in the City's lawsuit against Sound Transit and WSDOT. The City will not commence any further proceedings or new litigation or new regulatory action impacting the East Link Extension. The City's lawsuit and appeals will be dismissed with prejudice if a final settlement agreement is approved by both parties.

MOTION:

It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the chief executive officer is authorized to negotiate and execute a settlement agreement with the City of Mercer Island on the terms specified in the background section of this motion, including an amount not to exceed \$10,050,000 (excluding other specifically excluded amounts) for certain reimbursable expenses related to the East Link Extension on Mercer Island to resolve pending litigation, all as provided in background section of this motion.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on June 22, 2017.



Dave Somers
Board Chair

ATTEST:


Kathryn Flores
Board Administrator

MOTION NO. M2017-96

Exhibit A

DRAFT Mercer Island Offer Sheet - May 22, 2017

Offer expires 11:59 PM - 5/31/2017

Item	ST Offer- 5/22
<p>Short-term (construction) parking</p> <p>Title in 5/20/17 MI Offer doc: <i>Construction Period Parking</i></p> <p>Cost: \$ 240,000 Sum of items: \$ 240,000</p>	<ul style="list-style-type: none"> • Sound Transit will lease, consistent with the parameters of leased lots in Bellevue, Renton and Redmond (if feasible), stalls for transit user parking, with a goal of securing 100 stalls which are either within a 1/3-mile walkshed of the P&R or will be served by transit/shuttle service. ST will continue pursuing spaces beyond June 3, with the goal of reaching 100 stalls by August 1, 2017. • Any unused money is transferable to the "Traffic congestion & bike/ped impacts" allocation of \$5.1M
<p>Bus/rail Integration</p> <p>Title in 5/20/17 MI Offer doc: <i>Bus/Rail Integration</i></p> <p>Cost: \$N/A Sum of items: \$ 240,000</p>	<ul style="list-style-type: none"> • The 77th Ave SE configuration will be accepted modified as follows: <ul style="list-style-type: none"> • No pick-up/drop-off on 80th Ave. SE. • Bus volumes on North Mercer Way both during peak periods and on a daily basis would not exceed current volumes (excluding, for these purposes, both current and future MI-only buses) • Buses (other than MI-only buses) would not drive through the MI Town Center via SE 27th Street except in emergency or unexpected situations (<u>e.g.</u>, to get around a traffic accident). <p>In addition, the City expects the following additional operational provisions but is willing to consider modifications based on King County Metro operational concerns:</p> <ul style="list-style-type: none"> • All pick-up/drop-off (other than local Mercer Island buses) would be on the south side of North Mercer Way between 77th Ave. SE and 80th Ave. SE. • Bus layovers limited to no more than 15 minutes and would only occur incident to the PM peak hour operation. • Except as to buses running entirely on electrical (battery) power, no idling of buses other than during actual pick-up or drop-off times.

<p>Traffic congestion & bike/ped impacts</p> <p>Cost: \$5,100,000 Sum of items: \$5,340,000</p>	<ul style="list-style-type: none"> • ST will complete all traffic mitigation work identified in the FEIS and Addendum, consistent with those environmental documents. • Sound Transit will make reimbursable contributions to the City not to exceed \$5,100,000 for traffic safety enhancements as determined by the City which could include temporary and permanent improvements to intersections, signage, traffic calming, crosswalks, etc. Unencumbered funds, if any, may be applied to improving last mile transit access or Aubrey Davis Park improvements. • ST is willing to coordinate with the City to mutually study and address traffic safety enhancements and intersection improvements, subject to the overall maximum contribution of \$5,100,000 set forth above.
<p>I-90 Emergency Response</p> <p>Title in 5/20/17 MI Offer doc: <i>I-90 Emergency Response (included under “Ancillary Agreements” section)</i></p> <p>Cost: \$ 23,100 Sum of items: \$5,363,100</p>	<ul style="list-style-type: none"> • Include MI in ST’s existing multi-city/multi-agency Fire Life Safety Committee which comprehensively addresses these concerns • Sound Transit will provide funding for police and fire training as previously agreed
<p>Long-Term Parking</p> <p><i>This item is addressed in two different ways in the 5/20/17 MI Offer doc, based on the approach of either Option 1 (Access to Transit Funding) or Option 2 (Transit Oriented Development)</i></p> <p>Cost: \$4.41 million Sum of items: \$9,773,100</p>	<ul style="list-style-type: none"> • Upon completion of the new, expanded South Bellevue Park and Ride, ST will terminate the short-term commuter lot leases referenced in “Short-term parking (construction) parking”. • ST will make a reimbursable contribution to one or more City-led TOD projects and/or structured parking projects. The contribution for transit user parking stalls will be 49% of the construction cost per stall of approximately \$45,000/stall (\$22,050.00), for each stall provided by the City up to a maximum of 200 stalls and a total not to exceed amount of \$4,410,000. • \$45K/stall goes up by inflation annually. To the extent this results in more than \$4.41 million being spent, the excess would be deducted from the “Traffic congestion & bike/ped impacts” allocation. This means that the overall total of \$10,050,000 is not exceeded. • Any unused portion of the \$4.41M for long-term parking may be transferred to the “Traffic congestion & bike/ped impacts” allocation.

<p>Aubrey Davis Park</p> <p>Title in 5/20/17 MI Offer doc: <i>Aubrey Davis Park (included under "Ancillary Agreements" section)</i></p> <p>Cost: \$50,000</p> <p>Sum of items: \$9,823,100</p>	<ul style="list-style-type: none"> • Sound Transit will contribute not to exceed \$50,000 to City's Aubrey Davis Park Master Plan; any remaining funds from the \$50,000, if any, may be used for implementation of the Aubrey Davis Park Master Plan • Sound Transit will assign appropriate staff to assist in development of plan • In the proximity of 77th and 80th Ave, ST will ensure safe and equitable access to the LRT station which will include the re-routing of the I-90 bicycle route in the same proximity to avoid conflicts with the MI Park and Ride on North Mercer Way, and such costs will not count against the above allowances.
<p>Additional Staffing through Construction</p> <p>Title in 5/20/17 MI Offer doc: <i>Staffing Assistance (included under "Ancillary Agreements" section)</i></p> <p>Cost: N/A</p> <p>Sum of items: \$9,823,100</p>	<ul style="list-style-type: none"> • Work closely with the City to develop and implement community information measures required by the FEIS and ROD • ST community outreach staff will spend 15 hours per week at City-provided work space to develop and implement community outreach and communication measures.
<p>Last Mile Pilot Project with King County Metro</p> <p>Cost: \$226,900</p> <p>Sum of items: \$10,050,000</p>	<ul style="list-style-type: none"> • Sound Transit and the City will partner with King County Metro to launch a pilot project to improve last mile transit access for Mercer Island residents and that would potentially have regional applicability

Assumptions:

1. This proposal is not binding and subject to Sound Transit Board and Mercer Island City Council approval.
2. The proposal will have to be turned into a formal agreement. ST and City staff can make minor language clarifications as may be necessary and agreed.
3. Sound Transit will require a high degree of certainty that the East Link Project elements in the City will continue to move forward within the approved scope, schedule and budget, including City Council approval before Thursday (June 1, 2017) that all applicable permit conditions and mitigation requirements, including parking, necessary to issue the building permit and other permits for the project are fulfilled by the mitigation provided in this settlement.
4. Among the matters that should be addressed in the final agreement is a commitment by the City to promptly issue the building permit and any other permits necessary for the East Link Project without any additional requirements for parking or other mitigation that are not otherwise included in this settlement.
5. The City will agree to strike its motion for an injunction and stay its appeals to the Supreme Court before Thursday's hearings. The City will further stay all current proceedings and not commence any further proceedings or new litigation or new regulatory action impacting the East Link project while approval is pending.
6. Sound Transit will stay all current proceedings and not commence any further proceedings or new litigation while approval is pending.
7. If a final settlement agreement is approved by both parties, the current lawsuit and appeals will be dismissed with prejudice. If the settlement is not approved, the lawsuit will continue.
8. The City and Sound Transit will work together to ensure that there is a clear and collaborative path forward for timely issuance of permit decisions and construction of the Mercer Island Station, all East Link facilities in the City, and the bus/rail integration facility serving the Mercer Island Station.