

**CITY OF ISSAQUAH  
City Council Regular Meeting**

7:00 PM  
June 26, 2023

**MINUTES**

Council Chambers  
135 E. Sunset Way

**COUNCIL AND ADMINISTRATIVE PERSONNEL PRESENT**

*Councilmembers:*

Barbara de Michele  
Zach Hall  
Victoria Hunt  
Russell Joe  
Tola Marts (*Excused Absence*)  
Chris Reh  
Lindsey Walsh

*Administration/Staff:*

Mary Lou Pauly, Mayor  
Wally Bobkiewicz, City Administrator  
Andrea Snyder, Deputy City Administrator  
Rachel Bender Turpin, City Attorney  
Tisha Gieser, City Clerk

**CALL TO ORDER**

Mayor Pauly called the meeting to order at 7:00 PM.

**PLEDGE OF ALLEGIANCE**

Mayor Pauly led the Pledge of Allegiance.

**SPECIAL BUSINESS**

a) **ID 1472 - Cougar Mountain Zoo Week Proclamation**

Jarod Munzer, Director of the Cougar Mountain Zoo, accepted the proclamation. Mr. Munzer was accompanied by Lily, a 10 year old Harris's hawk.

**AUDIENCE COMMENTS**

The following public comment was provided:

Brian Runberg made comments and suggestions regarding a potential affordable housing development project.

**CONSENT CALENDAR**

*Items listed were distributed to Councilmembers in advance for study and were enacted with one motion.*

Councilmember Hunt, Chair of the Planning, Development and Environment Committee, summarized the Committee's recommendation on AB 8618, Amendments to Title 18 re: Diversity of Housing (item "h").

**IT WAS MOVED BY WALSH, SECONDED BY HALL; MOTION CARRIED (6-0), TO APPROVE THE CONSENT AGENDA AS PRESENTED.**

a) **ID 1338 - Accounts: Payables and Payroll of June 26, 2023, \$7,993,589.90; Approved.**

- b) **Minutes: City Council Regular Meeting, March 20, 2023;** Approved.
- c) **AB 8479 - WSDOT Local Bridge Program Grant (NW Gilman Bridge Seismic Retrofit);** Authorized acceptance of the WSDOT-administered federal Local Bridge Grant of \$644,425 for the design of the NW Gilman Bridge Seismic Retrofit project and authorized the Mayor to enter into and execute the Local Agency Agreement and Project Prospectus with WSDOT.
- d) **AB 8612 - Issaquah Police Support Services Association Collective Bargaining Agreement;** Approved the terms of the 2022-2024 Collective Bargaining Agreement between the City and the Issaquah Police Support Services Association, and authorized the Mayor to enter into and execute the Agreement.
- e) **AB 8614 - Gibson Hall Lease Addendum No. 7 (Kiwanis Club);** Authorized the Mayor to enter into and execute a lease addendum with Kiwanis Club of Issaquah for the City-owned building at 105 Newport Way SW known as Gibson Hall.
- f) **AB 8615 - 2023 Community Center Roof Replacement;** Awarded the construction contract for the 2023 Community Center Roof Replacement Project, in the amount of \$135,463.73 (including sales tax) to Wright Roofing; and authorized the Mayor to enter into and execute the related agreement.
- g) **AB 8616 - Pickering Barn HVAC System Improvements;** Awarded the construction contact for the Pickering Barn HVAC System Improvements Project in the amount of \$349,664.38 (including sales tax) to Holaday-Parks, Inc.; and authorized the Mayor to enter into and execute the related agreement.
- h) **AB 8618 - Amendments to Title 18 re: Diversity of Housing;** Adopted Ordinance No. 3025, amending Chapter 18.102 of the Issaquah Municipal Code to add definitions for cottage housing, courtyard housing, and microunits; amending Chapter 18.402 IMC, permitted uses, to add cottage housing, courtyard housing, and microunits as permitted uses; providing for severability and establishing an effective date.
- i) **AB 8627 - Amendment to 2023 Salary Ordinance;** Adopted Ordinance No. 3026, amending Ordinance No. 3003 to adopt a revised Non-Represented Employee Salary Schedule to add two classifications and adjust title for one classification; to adopt revised 2022 salary schedules for the Issaquah Police Support Services Association, effective January 1, 2022; to adopt revised 2023 salary schedules for the Issaquah Police Support Services Association, effective January 1, 2023; providing for severability; and establishing effective dates.
- j) **AB 8634 - Amendments to IMC 10.34 re: Vehicle Impound Regulations;** Adopted Ordinance No. 3027, amending Chapter 10.34 of the Issaquah Municipal Code, regarding impound of vehicles from public and private property.

## PUBLIC HEARING

- a) **AB 8640 - 2024-2029 Capital Improvement Plan**  
Introduced by Mayor Pauly and presented by Deputy City Administrator Andrea Snyder.

Mayor Pauly reopened the public hearing, which was continued from the June 12 Special City Council meeting, at 7:31 PM.

The following public comment was provided:

- Mandy Montano, representing Issaquah Little League, spoke in support of Capital Improvement Plan projects PK 036 (Central Park Pad #2), PK 041 (Veterans Memorial Field / Depot Park / Pedestrian Park) and PK 042 (Tibbetts Valley Park) that enhance current baseball facilities.
- Victor Bello, resident, urged including a project to reduce congestion along Issaquah Hobart Road in the Capital Improvement Plan.
- Steve Pereira, resident, made comments regarding the need to prioritize projects in the Capital Improvement Plan.

The Mayor closed the public hearing at 7:42 PM. Following Council discussion,

**IT WAS MOVED BY WALSH, SECONDED BY HALL, TO:**

Approve Resolution No. 2023-11, adopting the Capital Improvement Plan for 2024-2029, including the Six-Year Transportation Improvement Program.

**MOTION CARRIED, 6-0.**

**REGULAR BUSINESS**

a) **AB 7879 - 2022 Storm and Surface Water Master Plan**

Introduced by Mayor Pauly and presented by Senior Engineer Allen Quynn.

Councilmember Hunt, Chair of the Planning, Development and Environment Committee, summarized the Committee's recommendation on this item.

**IT WAS MOVED BY HUNT, SECONDED BY WALSH, TO:**

Approve Resolution No. 2023-12, adopting the 2022 Storm and Surface Water Master Plan.

**MOTION CARRIED, 6-0.**

**COMMITTEE / REGIONAL REPORTS**

*Councilmember Joe:*

Cascade Water Alliance Board - Announced upcoming meeting.

*Councilmember de Michele:*

Regional Transit Committee - Made report.

*Councilmember Hunt:*

Planning, Development & Environment Committee - The report was provided earlier in the evening. The July meeting is canceled.

*Councilmember Reh:*

Mobility & Infrastructure Committee - Made report.

*Deputy Council President Hall:*

Eastside Fire & Rescue Board - Announced upcoming meeting.

06-26-23 City Council Regular Meeting Minutes

Page (0000)

*Council President Walsh:*

Affordable Housing Committee - Made report.

Growth Management Policy Board - Announced upcoming meeting.

**MAYOR'S REPORT**

The Mayor reported that there will be an Executive Session this evening for the purpose of discussing pending/potential litigation per RCW 42.30.110(1)(i). The items are expected to take approximately 30 minutes. No action is anticipated to follow in open session.

**GOOD OF THE ORDER***Councilmember Joe:*

Juneteenth Event - Thanked the City for hosting the event.

The Garage Pride Event - Thanked the City for providing a forum for the event.

*Deputy Council President Hall:*

Blackberry Park Neighborhood Gathering - Ribbon cutting will occur at 5:30 PM prior to July 10 City Council meeting.

*Councilmember de Michele:*

Association of Washington Cities (AWC) Conference - Issaquah was recognized for its thoughtful planning in maintaining history amidst growth.

*Mayor Pauly:*

City Council Library - Books will be made available for the City Council at City Hall, including some books from the recent Association of Washington Cities Conference.

Upcoming Council Meetings - Announced anticipated agenda items.

**EXECUTIVE SESSION**

At 8:43 PM, the City Council took a five-minute recess. The Council recessed into Executive Session at 8:49 PM for the purpose of discussing pending/potential litigation per RCW 42.30.110(1)(i). The items were expected to take approximately 30 minutes. The session was extended by 27 minutes.

Councilmember Joe left the City Council Chambers after the first Executive Session item due to a conflict of interest.

**ADJOURNMENT**

The regular meeting reconvened at 9:47 PM. There being no further business to come before the Council, the meeting was adjourned at 9:47 PM.

---

 Mary Lou Pauly, Mayor

---

 Tisha Gieser, City Clerk



CITY COUNCIL
AGENDA BILL

City Council Regular Meeting - Oct 02 2023

NEW
AB 8680 -
Consent Calendar

WSDOT Transportation Demand Management/Commute Trip Reduction Agreement Proposed Council Action: Accept Grant; Authorize Agreement

Table with 2 columns: Department/Meeting/Policy/Exhibit and PW - Public Works John Larson-Friend. Rows include DEPARTMENT OF, OTHER COUNCIL MEETINGS, COMP PLAN POLICY NOS., OTHER POLICIES, and EXHIBITS.

SUMMARY STATEMENT

Introduction

This agenda bill seeks City Council reauthorization of the Commute Trip Reduction (CTR) agreement with Washington State Department of Transportation (WSDOT), which includes the updated grant funding allocation increase from \$14,134 to \$56,100, bi-annually.

Background

In compliance with the Washington Clean Air Act, Chap. 70A.15 RCW, local governments and major employers (as defined by RCW 70A.15.4000) are required to develop and implement CTR plans to reduce air pollution, traffic congestion, and fuel consumption by encouraging commuters to use sustainable modes of transportation, such as buses, carpools, vanpools, bicycles, and walking instead of single occupancy vehicles.

Prior to 2020, the City received the State CTR funds to partially support the City's Salmon Friendly Trips program and administration of employer CTR plans. This work was previously managed by the Sustainability Manager, in the previous Office of Sustainability, in coordinated efforts with King County Metro staff and a contracted vendor that supported Salmon Friendly Trips program distribution of incentives.

In early 2021, King County Metro announced it would no longer provide administrative services for the state mandated CTR program on behalf of cities within the county. In mid-2021, King County Metro informed the City Administration of this decision and began the transition process through the end of 2021.

In 2022 and 2023, WSDOT undertook an effort to address the low level of funding the State was providing to administer the state mandated program. The state worked with CTR implementers across the state, including Issaquah, to determine an appropriate formula designed to increase the available funding per jurisdiction.

Proposal

The Administration recommends authorizing the Mayor to enter into and execute the agreement with WSDOT to formally receive the increased funding allotment of \$56,100 (Exhibit A). Once executed, the agreement would take effect immediately, as the funding period began on July 1, 2023 and will be in effect until June 30, 2025, which is the standard agreement timeframe.

The agreement allocates State funds, which the City will begin to receive quarterly to support the management of local CTR plans and programs, including:

- Engagement/Training of Employee Transportation Coordinators (ETCs)
- Bi-annual mandatory Employee CTR Surveys and Business Program Reports
- Promotion of Transit Alternatives (including Metro Flex)
- City Employee ORCA Card Program
- Oversee or Support Non-Drive Alone Promo Events

The CTR program will be supported by the Transportation Program Coordinator in the Public Works Department.

**Next Steps**

Following City Council approval, the agreement will be executed by the Mayor.

**Financial Information**

This agreement includes receiving bi-annual funds totaling \$56,100 from the State (pursuant [RCW 70A.15.4080](#)) for the administration of the local CTR program and to support the major employer CTR plan implementation. This revenue was not anticipated in the adopted 2023-2024 budget. If approved, the updated grant award will be included in a subsequent 2023-2024 budget amendment. The CTR funds will be placed in the Street Operating Fund.

**Administration's Recommendation**

The Administration recommends authorizing the Mayor to enter into and execute the Agreement with Washington State Department of Transportation, and direct the Chief Financial Officer to include \$56,100 in a subsequent 2023-2024 budget amendment.

**Update**

n/a

**Alternative(s)**

Do not authorize the agreement. (Impact: The City's compliance with the Washington Clean Air Act, Chap. 70A.15 of the RCW would be in jeopardy and the City would not receive the additional allotted funding.)

**RECOMMENDATION**

*Administration / Public Works Department:*

MOVE TO: Authorize the Mayor to enter into and execute the Agreement with Washington State Department of Transportation for the City to administer CTR program services, and authorize inclusion of the \$56,100 of grant revenues and related expenditures in a subsequent 2023-2024 budget amendment.



**Public Transportation Division**  
 310 Maple Park Avenue S.E.  
 P.O. Box 47387  
 Olympia, WA 98504-7387

**WSDOT Contact:** Matthew Cramer  
 360-905-2152  
[cramema@wsdot.wa.gov](mailto:cramema@wsdot.wa.gov)

Commute Trip Reduction (CTR)			
<b>Agreement Number</b>	PTD0821	<b>Contractor:</b>	<b>City of Issaquah</b>
<b>Term of Project</b>	July 1, 2023 through June 30, 2025		<b>PO Box 1307 Issaquah, WA 98027</b>
<b>Vendor #</b>	916001446	<b>Contact:</b>	John Larson-Friend 425-837-3422 johnlf@issaquahwa.org

**THIS AGREEMENT**, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, RCW 70A.15.4000 through RCW 70A.15.4110 establishes the state’s leadership role, and the requirements and parameters to reduce traffic congestion, fuel use, and air pollution through commute trip reduction programs, including transportation demand management programs for growth and transportation efficiency centers (“GTEC”) in Washington State; and

WHEREAS, the State of Washington in its Sessions Laws of 2023, Chapter 472 Section 221 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2023-2025 biennial appropriations to WSDOT; and

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**SCOPE OF WORK AND BUDGET**

The CONTRACTOR agrees to provide Transportation Demand Management (TDM) services, primarily used to support local Commute Trip Reduction (CTR) programs associated with the Statewide Commute Trip Reduction Program, including: 1) Development and submission of an Administrative Work Plan by the end of the first quarter of this AGREEMENT that must be approved by WSDOT in writing; and 2) Implementation of the strategies and production of the deliverables outlined in the WSDOT-approved Administrative Work Plan in order to implement a CTR program. The Administrative Work Plan shall be incorporated as an amendment to this AGREEMENT.

Funds	Current Funds
Commute Trip Reduction (MMA)	\$ 56,100
<b>Total Project Cost</b>	<b>\$ 56,100</b>

**Budget:** Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium.

**Section 2**  
**Purpose of Agreement**

The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

**Section 3**  
**Scope of Project**

The CONTRACTOR agrees to perform all designated tasks of the Project under this AGREEMENT as described in "Scope of Work and Budget".

**Section 4**  
**Term of Agreement**

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT unless terminated as provided herein.

**Section 5**  
**General Compliance Assurance**

- A. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's Commute Trip Reduction Guidebook, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant> , which by this reference is fully incorporated herein.
- B. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

**Section 6**  
**Administrative Work Plan**

- A. The CONTRACTOR agrees to submit to WSDOT an administrative work plan by the end of the first quarter of this agreement or when the CONTRACTOR submits its first invoice, whichever is sooner. The administrative work plan will include the following elements:
  - a. The work plan shall identify the deliverables, schedule, expected outcomes, performance measures, and strategies associated with this AGREEMENT and other strategies as defined in the approved and locally adopted CTR or GTEC plans. These plans may include but are not limited to, recruiting new employer worksites, reviewing employer programs and providing site-specific suggestions for improved CTR performance, administering surveys, CTR Work Plan reviewing program exemption requests, providing employer training, providing incentives, performing promotion and marketing, and providing emergency ride home and other commuter services.
  - b. The administrative work plan may be amended based on a mutual written agreement between the WSDOT Project Manager and the CONTRACTOR.

**Section 7**  
**CTR or GTEC Plan**

The CONTRACTOR shall prepare and submit a local CTR and/or GTEC plan for each jurisdiction supported by project funds. The plan will meet the standards defined in the "Guidance Document."

**Section 8**  
**Survey Coordination**

The CONTRACTOR agrees to coordinate with WSDOT and its contracting partners for Commute Trip Reduction employer surveys.

**Section 9**  
**Database Updates**

The CONTRACTOR agrees to provide WSDOT and the CONTRACTOR's contracting partners with updated lists of affected or participating worksites, employee transportation coordinators, and jurisdiction contacts, as requested. These updates will be submitted in a format specified by WSDOT.

**Section 10**  
**Use of State Funds for Incentives**

The CONTRACTOR agrees to use State funds provided as part of this AGREEMENT in accordance with incentives guidance that WSDOT shall provide to the CONTRACTOR.

**Section 11**  
**Coordination with Regional Transportation Planning Organizations (RTPO)**

The CONTRACTOR shall coordinate the development and implementation of its CTR and/or GTEC plan and programs with the applicable regional transportation planning organization (RTPO). The CONTRACTOR agrees to notify the RTPO of any substantial changes to its plans and programs that could impact the success of the regional CTR plan. The CONTRACTOR agrees to provide information about the progress of its CTR and/or GTEC plan and programs to the RTPO upon request.

**Section 12**  
**Project Records**

The CONTRACTOR agrees to establish and maintain accounts for the Project in order to sufficiently and properly reflect all eligible direct and related indirect Project costs incurred in the performance of this AGREEMENT. Such accounts are referred to herein collectively as the "Project Account." All costs claimed against the Project Account must be supported by properly executed payrolls, time records, invoices, contracts, and payment vouchers evidencing in sufficient detail the nature and propriety of the costs claimed.

### Section 13

#### Reimbursement and Payment

- A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by the CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in **Section 16 – “Reports”** may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.
- B. State Fiscal Year End Closure Requirement (RCW 43.88): The CONTRACTOR shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(12) “fiscal year” is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

### Section 14

#### Assignments and Subcontracts

- A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone, not under the CONTRACTOR’s direct supervision.
- B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as **Sections 5, 10, 11, and Sections 15 through 27**, of this AGREEMENT in each subcontract and in all contracts, it enters into for the employment of any individual, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

### Section 15

#### Funding Distribution

The CONTRACTOR may distribute funds to local jurisdictions to include counties, cities, transit agencies, Transportation Management Associations, Metropolitan Planning Organizations, or other eligible organizations authorized to enter into agreements for the purposes of implementing CTR and/or GTEC, plans as applicable, and as authorized by **RCW 70A.15.4080**, and by ordinances adopted pursuant to **RCW 70A.15.4020(5)**.