

AGENDA

Soap Lake City Council

Soap Lake Community & Senior Center

121 2nd Ave SE, Soap Lake, WA 98851

Wednesday, January 17, 2024 @5:30pm

City of Soap Lake, PO Box 1270, 239 2nd Ave SE, Soap Lake, WA 98851, (509)246-1211

The Soap Lake City Council Chambers are handicap accessible. Arrangements to reasonably accommodate the needs of special classes of citizens, including handicap accessibility or interpreter, will be made upon receiving twenty-four (24) hour advance notice.

AGENDA ITEMS

1. **CALL TO ORDER 5:30 PM, PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **CONSENT AGENDA**
 - Regular Council Meeting Minutes – January 17, 2024
 - Public Meeting Minutes – Utility Rates – January 25, 2024
 - Claims and Payroll
4. **MAYOR'S MESSAGE**
5. **REPORTS OF CITY OFFICERS**
6. **REPORTS OF STANDING/SPECIAL COMMITTEES**
7. **PUBLIC COMMENT**
8. **OLD BUSINESS**
 - A. Weekend Vendor Fees
 - B. Ordinance Review, 1078 Setback, supporting documents at: <https://bit.ly/3HvjIEA>
9. **NEW BUSINESS**
 - A. Infrastructure Update – Presentation from G&O
 - B. EVOC Use Agreement 2024
 - C. Agreement between the City of Soap Lake and Grant County Technology Services
10. **NEXT ORDINANCE #1343; NEXT RESOLUTION #1007**
11. **COMMENTS**
12. **ADJOURNMENT**

Public Comment can be submitted in writing to City Hall drop box or e-mailed no later than noon on the meeting date. If emailing, write "For Public Comment" in the subject line and send to: <https://www.soaplakewa.gov/contact-city-of-soap-lake>

MINUTES REGULAR SOAP LAKE CITY COUNCIL MEETING

January 17, 2024

CALL TO ORDER

Mayor DuPuy called the regular council meeting to order at 5:30 pm.

ROLL CALL

Council Members Present: Bryson, Carlson, Carson, Gorman, Sharp, Taylor and Woodhouse.

City Staff Members Present: Police Chief Cox, City Planner Kovach, and Administrative Assistant Siebert.

AGENDA ITEMS

- **CONSENT AGENDA**
 - A. Regular Council Meeting Minutes – January 3, 2024
 - B. Claim EFTs & Claims #22972-23006 in the amount of \$470,814.99
 - C. Payroll EFTs & Claims #26403-26423 in the amount of \$51,059.55
- **MAYOR'S MESSAGE**
- **REPORTS OF CITY OFFICERS**
- **REPORTS OF STANDING/SPECIAL COMMITTEES**
- **PUBLIC COMMENT**
- **OLD BUSINESS**
 - A. Weekend Vendor Fees
- **NEW BUSINESS**
 - A. Tourism Funds Distribution 2024
- **NEXT ORDINANCE #1343; NEXT RESOLUTION #1007**
- **COMMENTS**
- **ADJOURNMENT**

CONSENT AGENDA

M/Taylor, S/Bryson; to accept the consent agenda as presented. **Motion carried unanimously.**

MAYOR'S MESSAGE

Mayor presented to Councilmembers a standby proposal for Public Works employees. He asked that they review and give input and recommendations.

REPORTS OF CITY OFFICERS

City Planner Kovach – he has submitted an annual permit report to Council showing a total of 48 permits issued in 2023. Of those, 29 were for residential building permits. The total evaluation value to the City was over \$6 million and brought in over \$94,000. In permit fees to the City. A review of the recent changes at the County level concerning Air B&Bs and short-term rentals was done. Planner Kovach will email these changes to Council and if the Policy Committee would like to make changes to the Municipal Code, they could bring changes at a later date. He

also asked for Council consensus and received it, to bring back discussion about the tabled 1078 ordinance. There is a survey reference the future usage of the James Tavern Building. The survey can be accessed at <https://www.surveymonkey.com/r/FLGC24J> or for more information go to www.friendsofthelowergrandcoulee.org/events.

Police Chief Cox – because of the recent extreme cold weather, some residents experienced pipes bursting. Chief reminded everyone to call 911 in these emergency situations. Dispatchers can notify Public Works employees and the Officer on Duty to get the water shut off quickly.

REPORTS OF STANDING/SPECIAL COMMITTEES

Councilmember Carlson for the Utilities Committee: A reminder, there will be a public meeting on January 25th at the Community Center at 5:30 PM.

Councilmember Bryson for the Creative District: A reminder, there will be a meeting on January 18th from 6-7:30 PM. This is a combined meeting with the Economic Development group and will include the official launch of the Community Calander.

Councilmember Carson for the Chamber: they are having a fundraiser on March 9th and the theme is “Roaring 20’s”. More information can be found on their website.

Councilmember Sharp will be attending the Grant County Transit Authority Board Meeting and reporting back to Council.

PUBLIC COMMENT

Fred Slipper, 116 Fir St N – urged Councilmembers to review the tabled ordinance and to ask “why” when trying to decide whether to use the 1078’ mark or a designated ordinary high-water mark to determine the “shoreline”.

Thomas Page, 636 Aster St S – would like to see some landscaping around the Welcome to Soap Lake sign at 6th and Daisy. He will be attending the utility rate meeting on the 25th because he is concerned about higher rates. He would also like to see Public Works hire another employee to work a different shift instead of paying for stand-by rates.

OLD BUSINESS

A. Weekend Vendor Fees – Mayor DuPuy tabled this item.

NEW BUSINESS

A. Tourism Funds Distribution 2024 – Councilmember Bryson provided a spreadsheet showing how funds were asked for and allocated in 2023 and the proposal for 2024. **M/Carlson, S/Taylor;** to accept the distribution of funds as presented for 2024. **Motion passed.** Councilmembers Woodhouse and Carson voted Nay. Funds will be distributed as follows:

Soap Lake Police Department- \$6000.00

ABATE - \$5,500.00

Masquers - \$2500.00

Winter Lighting - \$2000.00

Chamber of Commerce - \$11,000.00

Total funds distributed is \$27,000.00 and leaves \$10,000.00 in reserve.

Next Ordinance #1343; Next Resolution #1007

COMMENTS

Chief Cox explained to Councilmembers that they would be receiving used laptops for Council use and new passwords to set up email accounts.

Councilmembers Sharp and Gorman urged residents to support the levy proposal for the school district.

Mayor DuPuy asked everyone to take a look at the proposed City logos laid out on the back table before they leave the meeting.

Councilmember Carson would like a review of the City's snow plan. Specifically, de-icing the roads.

Councilmember Gorman encouraged Councilmembers to support the 2016 resolution adopted by the City in support of the historic elevation 1078' water mark.

ADJOURNMENT

M/Bryson, S/Gorman; move to adjourn at 6:13 PM. Motion carried unanimously.

Allen DuPuy, Mayor

Jody Siebert, Administrative Assistant

Soap Lake Ordinance to Preserve the 1078' Elevation for Building Setback

There were questions raised about the prepared Ordinance for the 1078' Elevation setback. Please review the attached exhibits and commentary below confirming the facts in the whereas statements 1-8 questioned:

- 1) See linked Exhibit A.1 & A.2) "1976 Transfer Agreement" as evidence of the management of lake elevation between 1072' and 1076'. Per the 1954 U.S. Dept. of Interior report, "Investigation of the Rise in Level of Soap Lake at Soap Lake, Washington" , the purpose of managing the lake level is to provide storage capacity below former high water levels (prior to the canal and irrigation impacting the region) to prevent flooding that the USBR may be held liable for.
- 2) See linked Exhibit B) USGS Table showing the lake elevation has been above 1076, regardless of transfer agreement above to keep the lake below 1076 (In the 80s and 90s, not just back in the 1950s).
- 3) See linked Exhibit C.1) signed minutes from Sept, 17, 2014 that reiterate that the 1078' elevation decision was made. See linked Exhibit D) Final 2014 SMP that has codified the 1078' elevation on pg 26.
 - a) Ordinance 2014-1194 adopted the 2014 SMP and is linked as Exhibit C.2.
 - b) 3 permits have been approved per the 1078' elevation regulation under the 2014 SMP
- 4) See linked Exhibit E) minutes from July 5th, 2023, where the City has proceeded to adopt the 2023 SMP Update through Ordinance 1338, and that uses the Dept. of Ecology Definition of OHWM, instead of the previously adopted 1078'.
 - a) *"Ordinary high water mark (OHWM)" means that mark that will be found by examining the bed and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation as that condition exists on June 1, 1971, as it may naturally change or change through hydrology thereafter, or as it may change thereafter in accordance with permits issued by a local government or the department. Where the OHWM cannot be found, it shall be the line of mean high water.*
 - b) This statement is corrected to read "WHEREAS, the City of Soap Lake is proceeding to adopt the 2023 SMP update by Ordinance 1338, which aligns with State Law and changes the shoreline delineation to be set by an Ordinary High Water Mark (OHWM); and not the 1078' elevation; and"

Soap Lake Ordinance to Preserve the 1078' Elevation for Building Setback

- 5) By definition of the OHWM, it does move and is intended to be that way because of climatic shifts. However, since Soap Lake is a managed lake by the USBR and QCBID, with the intent of providing overflow protection, and the high water mark has breached 1076 in the past, these need to be taken into consideration to protect the health, safety, and welfare of the public and property.
- 6) Same as above
- 7) Council had concurred with the recommendation of staff and stakeholders by directing the staff and the City Attorney to draft the 1078 Ordinance being questioned, on the July 5th 2023 council meeting (Exhibit E).
- 8) Determined upon Council review.

'Historic 1078' may be changed to 'previously adopted 1078', if historic is interpreted to be too strong of a word.

All exhibits can be linked to at the following address:

<https://bit.ly/3HvjIEA>

Respectfully Submitted,

Alex Kovach
City Planner & Building Official

ORDINANCE 23 - ____

AN ORDINANCE OF THE CITY COUNCIL OF SOAP LAKE, WASHINGTON, AMENDING SECTIONS 17.20.050 AND 17.30.050 OF THE SOAP LAKE MUNICIPAL CODE TO ADOPT BUILDING SETBACKS FROM SOAP LAKE BASED ON HISTORIC ELEVATION DATA (1078' ELEVATION); CONTAINING A SEVERABILITY PROVISION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the United States Bureau of Reclamation (USBR) entered a contract with the Quincy Columbia Basin Irrigation District (QCBID) to maintain the Soap Lake water elevation between 1072' and 1076' (NGVD 1929), in "Transfer Report and Report of Joint Inspection in Connection with the Transfer of Operation and Maintenance Responsibilities of Bureau Constructed Works, Special Reserved Works (Quincy District) to the Quincy Columbia Basin Irrigation District" dated 1976; and

WHEREAS, the United States Geological Survey (USGS) monitors lakes levels and records them in NGVD 1929, and can be converted to NAVD 1988 by adding 2.64 ft. It has recorded Soap Lake water elevations over 1076', up to 1079.2' in 1953. Lake levels have breached the 1076' elevation in 1984, 1985, 1986, 1998, and 1999; and

WHEREAS, in order to protect shoreline development from risk of flooding, and to protect the unique ecological function of Soap Lake ("Lake") mineral waters, a 1078' (NGVD 1929) elevation was determined to define the highest lake level expected and was established as the Lake's high water line. The City of Soap Lake ("City") adopted the 2014 Shoreline Master Program (SMP) by Ordinance 1194, which has regulated the shoreline delineation based on the 1078' (NGVD 1929) elevation; and

WHEREAS, the City of Soap Lake is proceeding to adopt the 2023 SMP update by Ordinance 1338, which aligns with State Law and changes the shoreline delineation to be set by an Ordinary High Water Mark (OHWM); ~~however, the OHWM is designated at the 1080' elevation,~~ and not the 1078' elevation; and

WHEREAS, the City is concerned that the OHWM may change, potentially impacting where the recognized shoreline is located, and may not provide the same protections as the 1078' elevation line provides; and.

WHEREAS, in order to protect the health, safety, and welfare of the public and property from potential flooding based on the USBR and QCBID management agreement, and protect the

unique ecological properties of Soap Lake, City staff and stakeholders (i.e. the Lake Liaison) have recommended that development along the shoreline to continue to be set back from the ~~historic~~ ^{historically} 1078' elevation; and ^{previously adopted}

WHEREAS, the City Council concurs with the recommendation of City staff and stakeholders, and now desires to amend its zoning regulations, by maintaining the references to the ~~historic~~ ^{historically} 1078' elevation as a significant shoreline high water line and requiring an associated 50' landward development setback, if the SMP OHWM and required buffers are less restrictive.

WHEREAS, the City Council has determined that the adoption of this Ordinance is in the best interest of the health, safety, and welfare of the citizens of the City; now, therefore,

THE CITY COUNCIL OF THE CITY OF SOAP LAKE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 17.20.050 of the Soap Lake Municipal Code is hereby amended to read as follows:

7.20.050 Development standards for residential zones.

A. Purpose. This section establishes the site requirements and development standards for uses in the residential zones. The standards and rules are established to provide flexibility in project design, prevent fire danger, provide adequate access and circulation, reduce incompatibilities, and prevent overloading of infrastructure due to the impacts of development.

B. Explanation of Table. Development standards are listed down the left column of the table and the residential zones are identified across the top row. The matrix cells contain the requirements of each zone. The footnotes identify particular requirements applicable to a specific use, standard, or zone.

TABLE 17.20.050: DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES

Development Standards	R-1	R-2	R-3
Minimum lot size (in square feet) ¹	6,000	5,000	4,000
Minimum lot size for a corner lot (in square feet)	7,000	6,000	5,000

Minimum lot size for a two-family dwelling (in square feet) ¹	—	8,000	6,000
Additional lot area per dwelling unit in excess of 2 dwelling units (in square feet)	—	—	1,000
Minimum lot depth	100'	100'	NS
Minimum lot depth on an arterial	120'	120'	120'
Minimum lot width ²	50'	40'	NS
Minimum lot width, corner lot	60'	50'	NS
Minimum lot width for a two-family dwelling	—	70'	NS
Minimum street frontage for flag lots	20'	20'	20'
Front yard setback ³	20'	20'	15'
Side yard setback ³ (each side)	5'	5'	5'
Rear yard setback ³	5'	5'	5'
Setback from the shoreline the ordinary high water mark of Soap Lake ⁵	Subject to setback requirements of the Shoreline Master Program <u>from the OHWM, or 50' from the historic 1078 Elevation, whichever is further landward from the shoreline</u>	Subject to setback requirements of the Shoreline Master Program <u>from the OHWM, or 50' from the historic 1078 Elevation, whichever is further landward from the shoreline</u>	Subject to setback requirements of the Shoreline Master Program <u>from the OHWM, or 50' from the historic 1078 Elevation, whichever is further landward from the shoreline</u>

Maximum lot coverage for multifamily structures	—	—	50%
Minimum open space for multifamily structures	—	—	1,000 SF + 100 SF per unit ⁶
Maximum height of primary structure ⁷	30' ⁸	30' ⁸	30' ⁸
Maximum height of detached accessory structure	16'	16'	16'
Minimum width of narrowest portion of main residential structure	20'	20'	20'
Minimum roof pitch of main roof of residential structure (vertical: horizontal)	3:12	3:12	3:12
Maximum height of floor level above grade (single level residential structures)	18"	18"	18"
Minimum required number of covered ⁹ parking spaces	1	1	0

NS = No Standard

Footnotes for Table 17.20.050:

1. Exceptions to Lot Size. Minimum lot size requirements apply only to lots created after the adoption of the ordinance codified in this title. Within Soap Lake there exist historic lots smaller than the minimum lot size requirements for newly created lots. Such historic lots shall be considered conforming to this code regardless of size and may be developed providing other code requirements can be met. Lots created using the PDD section of this code, Chapter 17.67 SLMC, may be less than the minimum identified in this section.

2. Exceptions to Lot Width. Minimum lot width and depth requirements apply only to lots created after the adoption of the ordinance codified in this title. Within Soap Lake there exist historic lots with lot widths and depths less than requirements for newly created lots. Such historic lots shall be considered conforming to this code regardless of size and may be developed providing other code requirements can be met. Lots created using the PDD section of this code, Chapter 17.67 SLMC, may be less than the minimum identified in this section.

3. Setbacks.

a. Within the setback area shown in Table 17.20.050, no building or structure (as defined in Chapter 17.06 SLMC) shall be allowed, except flagpoles, signage, fencing, slope stability structures, and open steps and platforms having no roof covering. Eaves, cornices, and awnings may project into the required setback no more than two feet.

b. The setbacks shown in the table are zoning setbacks. Larger setbacks may be required by the State Building Code, State Fire Code, sight distance requirements, or landscaping requirements (Chapter 17.57 SLMC).

c. There shall be no side yard setback requirement for single-family dwelling units sharing a common wall or attachment when each dwelling is on its own lot of record.

4. Except that residential structures in the R-1 and R-2 zone may conform to existing structures within 200 feet along either street but in no case shall a building be permitted less than 15 feet from a property line abutting a street.

5. a. This setback does not apply to water-dependent structures such as docks or boathouse, [but to all other impervious surfaces](#). Structures located within a lakefront rear yard shall be in compliance with the shoreline master program.

b. Lawfully existing structures built prior to the adoption of the ordinance codified in this title shall not be required to comply with this setback. Building permits for lots in subdivisions approved prior to the adoption of the ordinance codified in this title shall not be required to meet this setback. Subdivisions approved after the adoption of the ordinance codified in this title and the request for building permits on lots in these subdivisions shall meet this setback.

[c. The 1078' elevation is based on the NGVD 1929 vertical datum.](#)

6. Open space shall not include parking areas or driveways and shall be usable outdoor area for recreation and landscaping. The smallest dimension of the open space area shall be not less than 15 feet. Open space need not exceed 5,000 square feet total.

7. The following structures are exempt from the building height restriction and may be erected higher than 30 feet so long as the structure permitted is a distance from all property lines not less than its height and it meets any additional conditions as noted:

a. Church spires, steeples, and bell towers. Other portions of a church building may exceed 30 feet if addressed as part of the conditional use permit for the building.

b. Flag poles.

c. Noncommercial antennas and towers related to wireless transmissions and relays, if permitted by law, so long as those towers are no higher than necessary to reasonably accommodate the use, including the use of the shortest structure possible and crank-up or telescoping devices are used whenever possible.

d. Water reservoirs.

8. Structures located on waterfront lots shall be limited to a maximum height of 18 feet.

9. In a garage or carport constructed to the standards of the State Building Code.

Section 2. Section 17.30.050 of the Soap Lake Municipal Code is hereby amended to read as follows:

17.30.050 Development standards for commercial zones.

A. Purpose. This section establishes the development standards and site requirements for uses in the commercial zones. The standards and rules are established to provide flexibility in project design, prevent fire danger, provide adequate access and circulation, reduce incompatibilities, and prevent overloading of infrastructure due to the impacts of development.

B. Explanation of Table. Development standards are listed down the left column of the table and the commercial zones are identified across the top row. The matrix cells contain the requirements of each zone. The footnotes identify particular requirements applicable to a specific use, standard, or zone.

TABLE 17.30.050: DEVELOPMENT STANDARDS IN COMMERCIAL ZONES

Development Standards	C-1	C-2
Minimum lot size	NR	NR
Maximum lot size	NR ¹	NR
Maximum building height (subject to meeting all requirements of the International Fire Code and local fire chief)	4 stories or 62' ²	4 stories or 62' ²
Minimum front yard setback ³	NR	NR
Maximum front setback	0' ⁴	NR
Exterior side yard setback ³	NR	NR
Interior side yard setback ³	NR	NR
Rear yard setback ³	NR	NR
Setback from the shoreline of Soap Lake⁵	Subject to setback requirements of the Shoreline Master Program from the OHWM, or 50' from the historic 1078 Elevation, whichever is further landward from the shoreline	Subject to setback requirements of the Shoreline Master Program from the OHWM, or 50' from the historic 1078 Elevation, whichever is further landward from the shoreline
Landscaping required (Chapter 17.57 SLMC)	New parking lots only	Yes
Buffer requirements	SLMC 17.30.130	SLMC 17.30.130
Signage	Chapter 17.58 SLMC	Chapter 17.58 SLMC
Outside storage allowed	No	SLMC 17.30.110
Fencing requirements	SLMC 17.30.120	SLMC 17.30.120
Parking required (Chapter 17.54 SLMC)	Yes	Yes

Ground floor window standards	SLMC 17.30.150	NR
Pedestrian requirements	NR	SLMC 17.30.160

NR= No requirement for the zone. Other regulations may apply.

Footnotes for Table 17.30.050:

1. No maximum lot size; however, any use over two acres requires planning agency approval as a conditional use.

2. The planning agency may allow buildings or structures to be erected to an additional height after a public hearing and examination of the location and upon due proof to the satisfaction of the agency that the additional height will not be detrimental.

3. Setbacks.

a. Within the setback area shown on Table 17.30.050, no building or structure (as defined in Chapter [17.06](#) SLMC) shall be allowed, except flagpoles, street furniture, transit shelters, signage, fencing, slope stability structures, and improvements less than 30 inches above grade, including decks, patios, walks, and driveways. Some of these structures and improvements require a permit.

b. The setbacks shown in the table are zoning setbacks. Larger setbacks may be required by the State Building Code, State Fire Code, sight distance requirements, or landscaping requirements (Chapter [17.57](#) SLMC).

4. Portions of the building may be set back further than the maximum setback to allow for features that encourage pedestrian use and activity along the street, such as building modulation, pedestrian plazas or courtyards, covered or recessed entryways, commercial uses or displays (such as vendors, newsstands, or cafes), public art (such as water features or sculptures), or seating and/or planter areas.

[5. a. This setback does not apply to water-dependent structures such as docks or boathouse, but to all other impervious surfaces. Structures located within a lakefront rear yard shall be in compliance with the shoreline master program.](#)

[b. Lawfully existing structures built prior to the adoption of the ordinance codified in this title shall not be required to comply with this setback. Building permits for lots in subdivisions approved prior to the adoption of the ordinance codified in this title shall not be required to meet](#)

this setback. Subdivisions approved after the adoption of the ordinance codified in this title and the request for building permits on lots in these subdivisions shall meet this setback.

c. The 1078' elevation is based on the NGVD 1929 vertical datum.

Section 3. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. This ordinance shall be in full force and effect five days after its passage and publication of its summary as provided by law.

APPROVED:

~~MAYOR MICHELLE AGLIANO~~
Mayor Allen DuPuy

ATTEST:

~~RUTH WADE, CITY CLERK~~

APPROVED AS TO FORM:

~~/s/ Julie Norton~~

~~JULIE K. NORTON~~
CITY ATTORNEY

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
ORDINANCE NO: _____



CITY OF SOAP LAKE
City Council Meeting – Agenda Memo

For Office Use Only:

Council Meeting Date: February 7, 2024

Contact Person: Nancy Wetch, P.E.

Phone: 509-453-4833

E-mail: nwetch@g-o.com

Agenda Subject: Infrastructure Update

Table with 2 columns: Selection, Item. Rows include Bid Opening, Consent Agenda, Public Hearing, Committee Report, Old Business, New Business (marked with 'x'), Miscellaneous, and Information Only.

- 1. Purpose Statement: The purpose of this agenda item is to give a brief status review of the City’s public works infrastructure.
2. Background / Alternatives: Gray & Osborne provides consulting engineering services for the City largely related to public works infrastructure (water, sewer, storm, transportation). We have also supported the City with rate studies, development and park improvements. The purpose of this meeting is to update the City Council on the current projects and the plans for the future.
3. Attachments: No Attachments
4. Fiscal Impact: No Fiscal Impact related to the presentation. However, each individual project budget will be discussed.
5. Staff Impact: No Staff Impact related to the presentation.
6. Legal Review: There is no need for a legal review, the presentation is for information purposes only.
7. Recommendation: No recommendations at this time.
8. Suggested Motion / Recommended Action: There are no motions or recommended actions at this time.

Reviewed by Legal Counsel: _____

Approved for Agenda: _____

Date: _____

Date: _____

PORT OF EPHRATA USE AGREEMENT

Soap Lake Police Department (hereinafter "tenant"), through its authorized agent,

Soap Lake Police Department agrees to pay Port District No. 9 of Grant County, The Port

(Please print agent's name)

of Ephrata, a user fee of \$200.00 for one yearly use of a portion of closed Runway 16/34 (date restrictions apply due to Aerobatic Use) or closed taxiway B (no date restrictions) for the purpose of conducting an Emergency Vehicle Operation Course. These uses must occur between the dates of April 1, 2024 through December 31, 2024

TERMS:

Use is conditioned on receipt of payment and the signing of the Release, Waiver, and Indemnification Agreement below, and the issuance of the Certificate of Insurance.

By the signing of this Use Agreement, Tenant acknowledges awareness of the Airport Regulations and familiarity with the terms and policies therein. It is the responsibility of the tenant to assure that anyone using the airport in conjunction with the event described in this Agreement is also familiar with airport policies. A copy of airport policies will be provided on request.

Tenant also agrees to the following stipulations:

1. Each use of the Port of Ephrata EVOC course will be scheduled in advance with the Office staff at the Port of Ephrata.
2. Aviation activities at the airport have first priority and when a conflict exists, EVOC activities may be denied or need to be rescheduled.
3. All vehicles must utilize the South access road on the Rwy 4 threshold end of the airport and/or the EVOC access road on the Rwy 29 threshold SE end of the airport. Each vehicle will have a flashing yellow light visible on top of that vehicle. Patrol cars with light bars activated are acceptable.
4. The speed limit within the airport perimeter other than Airport St. will be 15 miles per hour.
5. All training vehicles will remain on the paved surface; "off road" maneuvers are not permissible.
6. At the conclusion of each period of use, the areas used will be cleared of trash, including damaged cones or delineators, and the land/building used will be cleaned and returned to the condition in which it was found.

Be it further understood that this Agreement is non-transferable.

RELEASE OF ALL CLAIMS, COVENANT NOT TO SUE
AND INDEMNIFY AGREEMENT

WITNESSETH:

IN CONSIDERATION of the permission granted by Port District No. 9 of Grant County, Washington, hereinafter referred to as *Port District*, to Soap Lake Police Department hereinafter referred to as *Tenant*, for use of Port District land/building for the purpose of conducting an Emergency Vehicle Operation Course, it is agreed as follows:

Tenant hereby discharges, covenants not to sue, and releases the Port District, its commissioners, officers or employees from all liability to the Tenant, his personal representatives, assigns, heirs, next of kin and other legal representatives for loss or damage or any claim therefore, based on personal injury, death or property damage, whether caused by the negligence of the Port District or otherwise, occurring in conjunction with Tenant's use or any other persons' use, for any purpose, of the Port District's land/building as stated above.

Tenant further agrees to hold harmless and indemnify the Port District from all liability for loss or damage or any claim therefore, based on personal injury, death or property damage suffered by Tenant's personnel, employees, wards, students taking instruction, competitors or guests, whether caused by the negligence of the Port District or otherwise, occurring in conjunction with the Tenant's use, or any other persons' use, for any purpose, of the Port District's land/building as stated above.

Tenant further agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that if any portion of this Agreement is held invalid, the balance of the Agreement shall continue to have full legal force and effect.

Be it further understood that prior to use of the Port of Ephrata EVOC course, the Tenant will supply a certificate of liability insurance to the Port District office, minimum limit of one million dollars, naming the Port of Ephrata as additionally insured.

IN WITNESS WHEREOF Tenant has executed this agreement this 7 day of February, 2024.

Signature of tenant's authorized agent

_PO Box 1270 / 223 2nd Ave SE_____
Address

Allend@soaplakewa.gov
Email
509-246-1211_
Telephone

David Lanman, Executive Director
PORT OF EPHRATA

Date

2

GRANT COUNTY
COMMISSIONERS AGENDA MEETING REQUEST FORM
(Must be submitted to the Clerk of the Board by 12:00pm on Thursday)

REQUESTING DEPARTMENT: Central Services

DATE: 1/17/2024

REQUEST SUBMITTED BY: Tom Gaines

PHONE: 3276

CONTACT PERSON ATTENDING ROUNDTABLE: Tom Gaines

CONFIDENTIAL INFORMATION: YES NO

TYPE(S) OF DOCUMENTS SUBMITTED: (CHECK ALL THAT APPLY)

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Agreement / Contract | <input type="checkbox"/> AP Vouchers | <input type="checkbox"/> Appointment / Reappointment | <input type="checkbox"/> ARPA Related |
| <input type="checkbox"/> Bids / RFPs / Quotes Award | <input type="checkbox"/> Bid Opening Scheduled | <input type="checkbox"/> Boards / Committees | <input type="checkbox"/> Budget |
| <input type="checkbox"/> Computer Related | <input type="checkbox"/> County Code | <input type="checkbox"/> Emergency Purchase | <input type="checkbox"/> Employee Rel. |
| <input type="checkbox"/> Facilities Related | <input type="checkbox"/> Financial | <input type="checkbox"/> Funds | <input type="checkbox"/> Hearing |
| <input type="checkbox"/> Invoices / Purchase Orders | <input type="checkbox"/> Grants -- Fed/State/County | <input type="checkbox"/> Leases | <input type="checkbox"/> MOA / MOU |
| <input type="checkbox"/> Minutes | <input type="checkbox"/> Ordinances | <input type="checkbox"/> Out of State Travel | <input type="checkbox"/> Petty Cash |
| <input type="checkbox"/> Policies | <input type="checkbox"/> Proclamations | <input type="checkbox"/> Request for Purchase | <input type="checkbox"/> Resolution |
| <input checked="" type="checkbox"/> Recommendation | <input type="checkbox"/> Professional Serv/Consultant | <input type="checkbox"/> Support Letter | <input type="checkbox"/> Surplus Req. |
| <input type="checkbox"/> Tax Levies | <input type="checkbox"/> Thank You's | <input type="checkbox"/> Tax Title Property | <input type="checkbox"/> WSLCB |

SUGGESTED WORDING FOR AGENDA: (Who, What, When, Why, Term, cost, etc.)

Municipal Services Agreement for use in sharing IT resources with Grant County Municipalities
(Specifically Soap Lake) Agreement has been reviewed by PAO and Shane Heston

FISCAL / BUDGET IMPACT:
Please contact accounting to complete a Financial Request Form prior to submission.

LEGAL REVIEW:
If this document requires legal review, route to legal for review prior to submission.

APPROVALS:

DATE OF ACTION: 1-23-24

DEFERRED OR CONTINUED TO: _____

	<u>APPROVE:</u>	<u>DENIED</u>	<u>ABSTAIN</u>
D1:	<u>DC</u>	_____	_____
D2:	<u>[Signature]</u>	_____	_____
D3:	<u>[Signature]</u>	_____	_____



**Grant County
Central Services**

P O Box 37
Ephrata WA 98823
(509) 754-2011 Ext-3276

To: Board of County Commissioners
Re: Municipal Services Agreement

January 17, 2024

Board of County Commissioners,

Technology services have provided limited services to outside agencies within our community for several years.

We have had interest from other entities, such as the City of Soap Lake and the City of Ephrata, to provide these services to them. This addition would help our bottom line as they must pay the same rates as Public Works or Renew for these services. Adding to the whole, it reduces the cost for all. We first recognize the need for customer service and attentiveness to our internal needs. Joe Carter has assured me that this will not impact our ability to serve our internal customers or lead to the need to request more manpower.

As Joe and I conversed over several months regarding Soap Lakes' desire to do this (Ephrata has just brought this up in the last few weeks), I thought we should probably have a formalized agreement. The Warden Police Department is a minimal customer, and the fire districts are county entities (to an extent). An incorporated city within our County is different. I researched how counties do this and discovered it is relatively common and performed through a Municipal Services Agreement.

I have written a Municipal Services agreement that would be put in place between the County and any entity showing interest in having these services. The PAO (K. McCrae) has reviewed it and is okay with it, and Shane Heston of Trask Insurance helped craft the insurance requirements.

With the Board's permission, we will begin utilizing this agreement with the City of Soap Lake and forward it to other entities we already service.

Respectfully,

Tom Gaines

Tom Gaines
Director, Grant County, WA
Central Services Department

Tom Gaines
Director of Central Services
tgaines@grantcountywa.gov

**GRANT COUNTY SHARED SERVICES AGREEMENT FOR SHARING
GRANT COUNTY TECHNOLOGY SERVICES, EQUIPMENT, AND
TECHNICAL PERSONNEL BETWEEN GRANT COUNTY AND
MUNICIPALITIES IN GRANT COUNTY WA.**

AGREEMENT made this _____ day of 2024 by and between the County of Grant, 35 C street NW, Ephrata WA, 98823 (hereinafter referred to as the "County") and any municipality in Grant County WA that adopts a similar Grant County Technology Services (hereinafter referred to as IT) Services Agreement Resolution, hereinafter referred to as the "Designated Municipalities."

WITNESSETH:

WHEREAS, Grant County is capable of and willing to provide County IT services and personnel (on a limited basis) with the municipalities under the terms of this Agreement and

WHEREAS, the requesting Municipality is desirous of receiving hardware, software, network, and IT services through Grant County

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Scope of Services

Grant County Technology Services agrees to provide the following services.

General Helpdesk Support via Spiceworks. Users will submit requests for service to Spiceworks via email. Service requests can be emailed to helpdesk@grantcountywa.gov. Those submissions (tickets) will be selected by or assigned to the staff member/s best suited to resolve the issue. Some issues may involve multiple staff members to resolve. It is not uncommon for a ticket to be escalated or passed between technicians, specialists, or administrators. All requests must be submitted to Spiceworks. If a matter is urgent, a request may be initiated by phone but must be followed up with a written request submitted to Spiceworks.

Network Administration and Monitoring. Technology Services will manage the client network and monitor those network devices and other client nodes on the network. Network management includes Internet access, VLAN management, route management, port provisioning, Wi-Fi management, and limited cable management. Technology Services will use Ubiquiti UniFi to perform most logical network management tasks and as a first line of network monitoring. Subsequent monitoring will be performed with Progress WhatsUp Gold.

Systems and Application Administration. Technology Services will manage user access to the network's various applications the client entity uses. These include Office 365, SharePoint access, data backup via Rubrik, and email filtering and backup via Barracuda Networks.

In this agreement, specific software is delineated, and those platforms may change over time due to the needs of the County. Both software and hardware are subject to licensing fees and, in some cases, contracts between the County and the Vendor. The signing municipality understands and agrees that these platforms, network infrastructure, or hardware may change over time without notice. Access to storage within and use of Grant County Technology Services is subject to County policies or the State of Washington regarding retention, user access, filtering, and any other use of our network. Municipalities are solely responsible for understanding their retention requirements and taking the necessary steps to ensure their data is stored per their policies and procedures. Grant County will be held harmless for any data loss by signing this agreement.

Voice over IP Desk Phones. Technology Services will manage client access to the County's Cisco Call Manager VoIP system.

2. Term

This Agreement shall continue until either party provides 60 days written notice of the discontinuation of service.

3. Compensation

The County will be paid for services outlined in exhibit "A." These costs may be updated annually or as service levels change or vendors' prices increase.

General Help Desk is a percentage of the total cost of the GCTS members listed in the billing estimate under the General Help Desk and Asset Management section of attachment "A." The percentage is based on the client users / total user count.

The network is referenced as a percentage of the total cost of the GCTS staff members listed in the billing estimate under the Network & Security Services section of attachment "A." The percentage is based on the client's number of network devices / total network devices in the system.

Systems and Application Administration is calculated in two ways. First, as a percentage of the total cost of GCTS staff members listed in the billing estimate under the System Administrative Services section of attachment "A.". The percentage is based on the client's number of servers / total number of servers in the entire system. Second, as a percentage of the total cost of procured services that support the server environment. The percentage is based on the client's number of servers / total number of servers in the entire system.

Voice-over IP services are based on the cost of each line of service. This cost can be referenced in the billing estimate under the Phone Services section of attachment "A." This cost is a direct passthrough with zero markup.

Software as a Service is based on unit counts of each service the client uses. This cost can be referenced in the billing estimate under the Software as a Service section of attachment "A." This cost is a direct passthrough with zero markup.

4. Contact Person

The Municipality agrees to appoint a person to act as a liaison to serve as the Contact Person with the County to support and facilitate the orderly and efficient distribution of equipment requests and related information to the County's contact listed below.

5. Effective Date

This Agreement shall become effective as of _____ upon passage of any authorizing resolution by the Municipality.

6. Level of Service

The County agrees to provide all services in a professional and workmanlike manner.

7. Power and Authority of County

In performing the services under this contract, the County shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations.

8. Other Agreements

The County reserves the right to enter into any other contracts with other public or private entities for the performance of any services which may be included within the scope of services provided in this Agreement.

9. Dispute of Payment

In the event of any dispute as to the amount to be paid under the terms of this Agreement, the total amount to be paid under paragraph 3 shall be paid.

10. Indemnification

The Municipality shall indemnify and hold the County harmless against all losses, claims, or liabilities of any kind (including reasonable attorney's fees and costs) for personal injury or property damages arising from the actions taken by either party according to this Agreement, except for sole negligence by the County.

11. Insurance

The Municipality shall take reasonable action to ensure its insurance covers all cyber or IT-related insurance risks. Grant County is not responsible for any cyber-related attack that harms or destroys data. The county's cyber insurance does not extend to the municipality through this agreement.

12. Miscellaneous

This Agreement may only be modified in writing, duly authorized, signed, and forwarded to the Mayor of the Municipality. All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the following addresses:

FOR THE MUNICIPALITY:

City of Soap Lake, WA:

239 2nd Avenue SE. Soap Lake WA 98851

City of Warden, WA:

121 S. Main Street, Warden, WA 98857

City of Ephrata, WA:

121 Alder Street SW. Ephrata, WA 98823

FOR THE COUNTY:

Grant County Central Service
Attn: Technology Services
35 C Street NW
Ephrata, WA 98823

13. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Washington.

14. Entire Agreement

This Agreement sets forth the parties' understanding of the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing and approved by the Grant County Board of County Commissioners or the Administrative Director of Central Services.

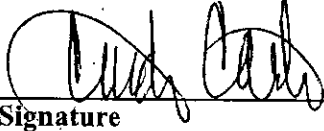
15. Severability

Suppose any clause, sentence, paragraph, section, or part of this Agreement shall be adjudged to be invalid by any Court of competent jurisdiction. In that case, such judgment shall not affect, impair, or invalidate the remainder. Still, it shall be confined to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRANT COUNTY

CITY OF SOAP LAKE



Signature

Signature

Date:

1-23-24

Date: _____

ATTEST:



GRANT COUNTY

BARBARA J. VASQUEZ
Signature

Date:

1-23-24

EXHIBIT "A"

PROPOSED COST ALLOCATION

City of Soap Lake, WA (2024 Estimated Support Coverage)					
Soap Lake Users	23	712	3.230337%		
Soap Lake SERVERS	1	125	0.800000%		
Soap Lake NETWORK DEVICES	10	701	1.426534%		
Soap Lake SERVERS	1	125	0.800000%		
Network & Security Services					
	Hrs/year	Hourly Rate	Total	Yearly	Monthly
John Martin	2080.00	\$ 85.93	\$ 178,734.40	\$ 2,549.71	\$ 212.48
				\$ 2,549.71	\$ 212.48
System Administration Services					
	Hrs/year	Hourly Rate	Total	Yearly	Monthly
Keith Conley	2080.00	\$ 82.61	\$ 171,828.80	\$ 1,374.63	\$ 114.55
				\$ 1,374.63	\$ 114.55
Phone Services					
	Units/line	Rate	Total	Yearly	Monthly
Ednetics VOIP Services (Phones)	9.00	\$ 24.48	\$ 220.32	\$ 2,643.84	\$ 220.32
General Helpdesk & Asset Management					
	Hrs/year	Hourly Rate	Total	Yearly	Monthly
Vanessa Brown	2080.00	\$ 51.34	\$ 106,787.20	\$ 3,449.59	\$ 287.47
Ricky Gutiérrez	2080.00	\$ 73.90	\$ 153,712.00	\$ 4,965.42	\$ 413.78
Jeremy Hall	2080.00	\$ 65.55	\$ 136,344.00	\$ 4,404.37	\$ 367.03
Evan Little	2080.00	\$ 73.91	\$ 153,732.80	\$ 4,966.09	\$ 413.84
Seth Sampson	2080.00	\$ 62.66	\$ 130,332.80	\$ 4,210.19	\$ 350.85
Alex Sukhovetskiy	2080.00	\$ 60.85	\$ 126,568.00	\$ 4,088.57	\$ 340.71
Systems Administration Services					
	Total Cost	Years	Tot/Yr	Yearly	Monthly
Teamviewer (Year 1 of 3 Year Contract)	\$ 34,773.61	3.00	\$ 11,591.20	\$ 92.73	\$ 7.73
Progress-WhatsUp Network & Inventory Monitoring	\$ 28,856.08	1.00	\$ 28,856.08	\$ 230.85	\$ 19.24
Ednetics/SMARTnet Maintenance	\$ 30,870.36	1.00	\$ 30,870.36	\$ 246.96	\$ 20.58
Ednetics One	\$ 34,753.21	1.00	\$ 34,753.21	\$ 278.03	\$ 23.17
VMWare	\$ 18,437.73	1.00	\$ 18,437.73	\$ 147.50	\$ 12.29
Netapp Storage Hardware Service	\$ 39,179.01	1.00	\$ 39,179.01	\$ 313.43	\$ 26.12
Rubrik - Backup (Ransomware Proof)	\$ 516,565.25	3.00	\$ 172,188.42	\$ 1,377.51	\$ 114.79
Office 365 G3					
	\$	12.00	\$	\$	\$
Office 365 G3	\$ 190,005.75	12.00	\$ 411.33	\$ 3,735.96	\$ 311.33
Exchange Online Plan 1G					
	\$	11.00	\$	\$	\$
Exchange Online Plan 1G	\$ 5,618.25	11.00	\$ 45.99	\$ 505.89	\$ 42.16
Barracuda Email Archiver and Anti-Spam					
	\$	23.00	\$	\$	\$
Barracuda Email Archiver and Anti-Spam	\$ 34,512.50	23.00	\$ 48.87	\$ 1,114.81	\$ 92.90
				Yearly Total	Monthly Total
				\$ 10,696.07	\$ 891.34

RE Municipal Services Agreement

Kevin J. McCrae
To: Tom Gaines

① You replied to this message on 1/17/2024 11:53 AM.

I am ok with this.

Kevin McCrae
Grant County Prosecuting Attorney,
WSBA #43087
Grant County Prosecutor's Office
P.O. Box 37
35 C. Street, NW
Ephrata, WA 98823
(509)-754-2011 ext. 3956
Fax 754-3449
kimcrae@grantcountywa.gov

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From: Tom Gaines <tgaines@grantcountywa.gov>
Sent: Tuesday, January 16, 2024 2:40 PM
To: Kevin J. McCrae <kimcrae@grantcountywa.gov>
Subject: RE: Municipal Services Agreement

I have addressed your comments (Thank You), the insurance questions were reviewed, and language changed both in the indemnity clause and the insurance clause (paragraphs 10, 11). If you are OK with this, I'll get it to consent next week.

Tom Gaines
Director, Grant County, WA
Central Services Department
tgaines@grantcountywa.gov
509-754-2001 Ext. 3276
Serve the Public, Be Empowered, Enjoy Life

☺ Reply Reply All → Forward ...

Wed 1/17/2024 11:53 AM