



Mission Statement: Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**AGENDA
COMMISSIONER MEETING
MARCH 23, 2023 at 9:00 AM**

IN PERSON /VIRTUAL MEETING:

Please join our meeting at 1106 Vernon Rd, James B Mitchell Conference Room or join virtually via **Go To Meeting:** (You will be asked to identify yourself for our sign in sheet)

<https://global.gotomeeting.com/join/646704685>

You can dial in using your phone:

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(312\) 757-3129](tel:+13127573129)

Access Code: 646-704-685

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **PUBLIC FORUM – Non-action Items** (please limit comments to 3 minutes)
4. **AGENDA APPROVAL**
5. **CONSENT ITEMS** (The Commissioners have previously reviewed these in detail):

	AMOUNT	CHECK #'s
A. Minutes: March 9th		
B. Lien Placements (0)	NA	
Lien Releases (0)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$311,074.86	
Withdrawals	\$16,302.48	
Transfers	\$5,055.12	
D. Payroll	NA	
E. 40 – Maintenance	\$31,809.79	EFT169
	\$148,658.23	10772 - 10804
F. 48 – SRF Principle & Interest Payment	NA	
G. 58 – Capital Expenditures	\$1,928.75	10805-10806
H. 60 – PWTF Principle & Interest Payment	NA	
I. Housekeeping -	NA	

6. OLD BUSINESS

- A. Approve General Manager to Execute Legacy Power Systems Contract (LS 7 Generator Replacement Project) -

7. NEW BUSINESS

- A. Resolution No 1047 – Relating to Petty Cash Funds and Repealing Resolution No 1008
- B. Sherwood Community Services (3696.01) Pretreatment Variance Application -

8. MANAGERS' REPORTS

- A. General Manager
- B. Assistant General Manager

9. CITY REPORT

10. COMMISSIONERS' REPORT

11. EXECUTIVE SESSION

12. CONCLUDE

NOTICE: All proceedings of this meeting are audio recorded, except Executive Sessions

****PLEASE NOTE:** The Lake Stevens Sewer District will accept verbal citizen comments during the regular meetings in-person or virtually. Citizen comments submitted prior to the meeting to management@lkssd.org will be addressed during the public comment period.



Mission Statement: Meeting the challenge of protecting the environment and providing quality sewer service to the community.

**MINUTES OF
COMMISSIONER MEETING
MARCH 9, 2023, at 9:00 AM**

Attendees: Commissioners Dan Lorentzen, Andrea Wright and Kevin Kosche, District Staff: Mariah Low and Johnathan Dix, District Engineer: Leigh Nelson and Keith Stewart, G&O, Legal Counsel: Jack Follis, City of Lake Stevens: Gene Brazel, City Administrator

1. **CALL TO ORDER** – At 9:00 AM Commissioner Kosche called the meeting to order.
2. **PUBLIC FORUM** – Non-action Items (please limit comments to 3 minutes) Commissioner Kosche asked if there were any public comments or questions submitted. No comments submitted and no one in attendance had comments.
3. **AGENDA APPROVAL** – Commissioner Wright moved to approve the agenda as submitted. Commissioner Lorentzen seconded the Motion. The Motion passed.
4. **CONSENT ITEMS** (The Commissioners have previously reviewed these in detail) – Commissioner Lorentzen moved to approve Consent Items A through J. Commissioner Wright seconded the Motion. The Motion passed.

	AMOUNT	CHECK #'s
A. Minutes: Feb 22 nd & 23 rd		
B. Lien Placements (45)	NA	
Lien Releases (59)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$930,000.00	
Withdrawals	\$21,784.96	
Transfers	NA	
D. Payroll	\$244,773.12	
E. 40 – Maintenance	\$158,640.52	10723-10766
F. 48 – SRF Principle & Interest Payment	NA	
G. 58 – Capital Expenditures	\$21,784.96	10767-10771
I. 60 – PWTF Principle & Interest Payment	NA	
J. Housekeeping –	NA	

5. OLD BUSINESS –

- A. Legacy Power Systems Contract Approval for LS 7 Generator Replacement – The contract was not ready for approval, no action taken.

6. NEW BUSINESS –

- A. Resolution No 1046 Adopting a Revised Schedule for Sewer Permits and Other Administrative Fees – Mariah Low stated that this Resolution replaces Resolution No 1030 with the addition of a sewer permit extension option. Recently applications have had extended wait times for City permits and would need an extension. The extension of three months will be a minimal cost to applicants. This Resolution has been reviewed by legal and recommended for approval by staff. Commissioner Lorentzen Moved to approve Resolution No 1046. Commissioner Wright seconded the Motion. The Motion passed.

7. MANAGERS' REPORTS

- A. General Manager – Mariah Low stated that Caring by Sharing is currently at \$149.82, enough to help one family. Daily Plant flows are at 3.497 MGD and the WWTP lab analyst position is vacant and ready to be filled. The collections department also has an open Field Specialist position open. 2022 financials will be sent to the CPA this week.
- B. Assistant General Manager – Johnathan Dix shared that Leigh Nelson, from G&O, is leaving her position after 18 years with the company. He thanked her for the service and support she has given the District over the years. The District has collected 1 GFC and 13 permits to date.

- 8. CITY REPORT** – Gene Brazel stated that a skate park will be installed next to The Mill in downtown Lake Stevens . LDC, contractor that has completed many recent projects for the City, is celebrating 20 years in business and will be filming in town.

- 9. COMMISSIONERS' REPORT** – Commissioner Lorentzen stated that he would like to invite the other commissioners to attend the Spring WASWD conference. He thanked Leigh Nelson for her years of work. Commissioner Kosche also thanked Leigh and said she has been an integrated part of the team, creating much needed continuity for the District. Leigh will be greatly missed.

- 10. EXECUTIVE SESSION** – Jack Follis stated the Commission will now recess into Executive Session at 9:10 AM and excused the General Public; it is estimated the executive session will last until 9:40 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(i), is to discuss pending litigation. At the conclusion of the Executive Session, there will not be action taken by the Board of Commissioners and no announcement will be made. At 9:40 AM, Commissioner Kosche closed the executive session.

- 11. CONCLUDE** – Commissioner Lorentzen made a Motion to adjourn the Board Meeting. Commissioner Wright seconded the Motion. The Motion passed at 9:40 AM.

Signed at a regular open public meeting this 23rd day of March 2023.

Dan Lorentzen, Commissioner

Andrea Wright, Secretary and Commissioner

Kevin Kosche, President and Commissioner

AGREEMENT

THIS AGREEMENT is entered into by and between the **LAKE STEVENS SEWER DISTRICT**, a sewer district under the laws of the state of Washington (hereinafter called the Owner), and **Legacy Telecommunications DBA Legacy Power Systems** (hereinafter called the Contractor).

The Owner and the Contractor agree as follows:

ARTICLE 1. WORK.

The project consists of furnishing all labor, materials, and equipment necessary for construction of the **Lift Station #7 Generator Replacement**.

The removal of an existing generator and automatic transfer switch from Shirewood Lift Station, their transport to Lift Station #7; the removal and replacement of a non-functioning generator, concrete equipment pad, power panel, above ground fuel tank, and chain-link gate in the latter lift station; installing a new concrete pad, the transported generator and automatic transfer switch alongside electrical improvements, and; reinstalling the removed chain-link gate and adding some chain-link fence sections as needed. Tree removal and mitigation as required per City standards shall be included in the work.

ARTICLE 2. CONTRACT TIME.

The Contractor shall substantially complete the Work required by the Contract within 60 working days (the Substantial Completion Date) and physically complete the Work within 70 working days (the Physical Completion Date).

ARTICLE 3. LIQUIDATED DAMAGES.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. They also recognize the inconvenience, expense, and difficulties involved in a legal proceeding to prove the actual loss suffered by the Owner if the Work is not completed within the time allowed in the Contract. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay the Owner \$500.00 per day for each working day beyond the Substantial Completion Date that the Contractor achieves substantial completion of the Work and \$500.00 for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work. Working days and Contract Time are more specifically discussed in Section 3.4.14 in General Conditions.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor the amount(s) set forth in the Proposal (in United States dollars) for completion of the Work in accordance with the Contract.

AGREEMENT – Continued

ARTICLE 5. CONTRACT

The Contract, which comprises the entire agreement between the Owner and the Contractor concerning the Work, consists of the following:

- This Agreement;
- The Invitation for Bids;
- The Contractor's Proposal including the bid, bid schedule(s), information required of bidder, and all required certificates and affidavits;
- The Performance Bond and the Payment Bond;
- The Contract Provisions, including 2023 WSDOT Standard Specifications as referenced;
- The Plans (or drawings) consisting of 9 sheets, as listed in the index on sheet 1 of the Plans;
- Addenda number 1, inclusive; and
- Change Orders issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in this Article 5. The Contract may be amended only in writing by Change Order as provided in the Contract.

ARTICLE 6. MISCELLANEOUS

For purpose of defending any workplace injury claims by employees of the Contractor and Subcontractors, the Contractor waives any immunity granted under the State Industrial Insurance Law, RCW Title 51. This waiver has been specifically negotiated between the parties and is hereby acknowledged by the Contractor.

 (Contractor's initials)

The Contractor shall not assign any rights under or interests in the Contract, including but not limited to rights to payment, without the prior written consent of the Owner. Unless specifically stated in a written consent to an assignment, no assignment will release or discharge the Contractor-assignor from any duty or responsibility under the Contract.

The Contract is binding upon the Owner and the Contractor, and their respective partners, successors, assigns and legal representatives.

AGREEMENT – Continued

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed the day and year indicated below.

LAKE STEVENS SEWER DISTRICT

CONTRACTOR

License No. LEGACTL821LJ

By _____

By 

Date _____

Title Division Manager

Attest _____

Name and Address for giving notices (print)

RESOLUTION NO. 1047

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE LAKE STEVENS SEWER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, RELATING TO PETTY CASH FUNDS OF THE DISTRICT AND REPEALING RESOLUTION NO. 1008.

WHEREAS, the Lake Stevens Sewer District operates a sewerage system in the vicinity of Lake Stevens, Snohomish County, Washington (the "District"); and

WHEREAS, the Commissioners have determined it to be in the best interest of the District to revise the District's policies for administering the District's Petty Cash Fund; and

WHEREAS, the Commissioners have determined that it is appropriate to repeal Resolution No. 1008.

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF SEWER COMMISSIONERS OF THE LAKE STEVENS SEWER DISTRICT; SNOHOMISH COUNTY, WASHINGTON, AS FOLLOWS:

Section 1. There is created in the office of the District a Petty Cash Fund in the amount of \$300.00 to be used for the purpose of providing money to pay for small District purchases which can be best be made on a cash basis. The custodian of the Petty Cash Fund shall be a District Accountant designated by the General Manager. The Petty Cash Fund shall be audited monthly by the General Manager or his/her designee.

Section 2. There is created in the office of the District four Petty Cash Fund customer change drawers in the amount of \$300.00 each, to be used for the purpose of making change for persons paying their sewer service charges, permit fees, connection charges, and other miscellaneous fees. The custodian of the Petty Cash Fund customer change drawers shall be a District Customer Service Representative designated by the General Manager. The Petty Cash Fund customer change drawers shall be audited monthly by the General Manager or his/her designee.

Section 3. There is created at a local bank a Petty Cash Fund checking account in the amount of \$5,000.00 for the purpose of paying for District purchases that cannot be made by means of cash

or charging a vendor account. The Petty Cash Fund checking account is to be used for expenses where timeliness is critical, examples including but not limited to, permits, escrow deposits, and emergency purchases. The custodian of the Petty Cash Fund checking account shall be a District Accountant designated by the General Manager. Any checks drawn on the Petty Cash Fund checking account shall be signed by an authorized person other than the payee. All personnel utilizing the Petty Cash Fund checking account shall submit bills, receipts or similar contemporaneous documentation to support the disbursement. The Petty Cash Fund checking account shall be audited monthly by the General Manager or his/her designee.

Section 4. Replenishment of each fund shall be properly vouchered each month, or as necessary, based on activity level.

Section 5. Prior Resolution No. 1008 is hereby repealed along with any portion of other prior resolutions which are inconsistent with this Resolution.

ADOPTED by the Board of Sewer Commissioners, Lake Stevens Sewer District, Snohomish County, Washington, at a regular open public meeting held on the 23rd day of March 2023, the following Commissioners being present and voting.

LAKE STEVENS SEWER DISTRICT:

Dan Lorentzen, Commissioner

Kevin Kosche, President & Commissioner

Andrea Wright, Secretary & Commissioner

MAR 17 2023



**LAKE STEVENS
SEWER DISTRICT**

1106 Vernon Road, Suite A
Lake Stevens, WA 98258
(425) 334-8588 Fax (425) 335-5947
www.lkstevenssewer.org

PRETREATMENT CODE VARIANCE APPLICATION

Customer Information

Name of Business: Sherwood Community Services (enterprise)

Business Address: 402 91st Avenue NE
Lake Stevens, WA
98258

Account Number(s): 3696.01

Name of Applicant: Ruth Sturgill
Applicant's Title: Director of Administrative Services
Phone: 425-404-3105 Email: rsturgill@sherwoodcs.org

Variance Justification

Description of preferred outcome if variance granted:
\$325 Fee waived

Describe the unique circumstance(s) that would justify a variance from the Pretreatment Regulations:
We do not have a commercial kitchen

Section(s) of the Pretreatment Regulations applicable to your request:
Does not apply to our business

I certify that the above information is true to the best of my knowledge and based on the information and records available on this date. If any of the conditions used to justify a variance change, I shall notify the Lake Stevens Sewer District's Pretreatment Coordinator to inform them of the change. If no notice is given to the District, I understand that my business may be subject to administrative penalties described in the Pretreatment Regulations.

Ruth Sturgill
Signature

3 / 14 / 23
Date

