



**LAKE STEVENS
SEWER DISTRICT**
Serving You Since 1957

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

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

**AGENDA
COMMISSIONER MEETING
DECEMBER 14, 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: Nov 21 st & 29 th		
B. Lien Placements (88)	NA	
Lien Releases (67)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$663,500.00	
Withdrawals	\$46,830.61	
Transfers	NA	
D. Payroll	\$253,644.35	
E. 40 – Maintenance	\$178,701.19	11500 - 11553
F. 48 – SRF Principle & Interest Payment	NA	
G. 58 – Capital Expenditures	\$48,425.61	11554 - 11555
H. 60 – PWTF Principle & Interest Payment	NA	
I. Housekeeping -		

6. OLD BUSINESS

- A. Fagerlie DEA Addendum –
- B. 228 North Davies DEA –
- C. Centennial Short Plat 2024 DEA -

7. NEW BUSINESS

- A. 2023 3rd Quarter Financials -
- B. 2024 Budget Guidelines -
- C. 2024 Ford F150 Lightning Purchase Approval -

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.



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**MINUTES OF
COMMISSIONER MEETING
NOVEMBER 21, 2023, at 9:00 AM**

Attendees: Commissioners Andrea Wright, Dan Lorentzen and Kevin Kosche, District Staff: Mariah Low, Johnathan Dix, and Melonie Grieser. Legal Counsel: Jordan Stephens, G&O: Keith Stewart, City Staff: Gene Brazel.

- 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 questions submitted. No one in attendance. There were no public comments.
- 3. AGENDA APPROVAL** – Commissioner Lorentzen moved to approve the agenda as submitted. Commissioner Wright 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: Sept 14 th		
B. Lien Placements (0)	NA	
Lien Releases (0)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$315,851.92	
Withdrawals	\$39,156.19	
Transfers	\$7,235.60	
D. Payroll	NA	
E. 40 – Maintenance	\$33,045.72	EFT 177
	\$110,738.00	11466-11495
F. 48 – SRF Principle & Interest Payment	NA	
G. 58 – Capital Expenditures	\$39,156.19	11496-11499
H. 60 – PWTF Principle & Interest Payment	NA	
I. Housekeeping -	NA	
J. Job Descriptions (2)	NA	

5. OLD BUSINESS –

- A. Board Authorization for GM to Execute Shoreline Const Co Contract – Johnathan Dix stated that this contract is for Lift Station 5C Decommissioning project and the bid was approved at the October 12th meeting. The contract has been reviewed by legal. Staff recommends approval.

Commissioner Lorentzen made a Motion to approve the GM to execute the contract. Commissioner Wright seconded the Motion. The Motion passed.

- B. Board Authorization for acceptance of bond in lieu of retainage for Shoreline Construction Co – Johnathan Dix stated that staff is asking for the board to approve the Bond in Lieu of Retainage instead of the typical 5% retainage the District withholds from payments. The contractor elected to bond for the retainage which statute allows. District Legal and engineering have reviewed the bond. Staff recommends approval. Commissioner Lorentzen made a Motion to accept the bond. Commissioner Wright seconded the Motion. The Motion passed.

6. NEW BUSINESS –

- A. Resolution 1056 – Revising a Portion of District’s Admin Code Updating Sewer Billing Procedures – Mariah Low stated that this change was briefly discussed at the last board meeting, when to start charging/billing for new connections. This revision considers starting monthly service billing at the completion of the side sewer inspection or at 90 days, whichever comes first. This resolution has been reviewed by legal and recommended by for approval by staff. Commissioner Lorentzen made a Motion to approve Resolution 1056. Commissioner Wright seconded the Motion. The Motion passed.
- B. Board Authorization for GM to Execute the Snohomish County Human Services Department Water and Wastewater Contractor Agreement (LIHWAP) – Mariah Low stated that this is an extension of the Oct 2022 contract. It allows us to continue through March 21, 2024. There are no other changes to the original contract. Commissioner Lorentzen made a Motion to approve the contract. Commissioner Wright seconded the Motion. The Motion passed.

7. MANAGERS’ REPORTS

- A. General Manager – Mariah Low stated that the daily Plant flows are 2.97 MGD. Total Inorganic Nitrogen to date is 84,252 pounds, 63% of the District’s permit.
- B. Assistant General Manager – Johnathan Dix stated that 69.07 GFCs collected, and 135 permits issued year to date. District development and asset management teams have switched GIS inhouse from G&O.

- 8. CITY REPORT** – Gene Brazel stated that the City thanked everyone for the from the District for working together this year.

- 9. COMMISSIONERS’ REPORT** – Commissioner Lorentzen attended the Toy Drive for the Lake Stevens Community Center with District staff. Commissioner Wright thanked District staff for listening to the rate payers and coming up with better processes. All the Commissioners wished everyone a Happy Thanksgiving.

10. EXECUTIVE SESSION – Jordan Stephens stated the Commission will now recess into Executive Session at 9:13 AM and excused the General Public; it is estimated the executive session will last until 9:45 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(g), is to discuss the performance of a public employee. 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 9:45 AM, Commissioner Kosche closed the executive session.

11. CONCLUDE – Commissioner Wright made a Motion to adjourn the Board Meeting. Commissioner Lorentzen seconded the Motion. The Motion passed at 9:45 AM.

Signed at a regular open public meeting this 14th day of December 2023

Dan Lorentzen, Commissioner

Andrea Wright, Secretary and Commissioner

Kevin Kosche, President, and Commissioner



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**MINUTES
OF SPECIAL MEETING
BOARD OF COMMISSIONERS**

NOVEMBER 29, 2023

Utility Committee

**By Remote Participation via GoToMeeting.com and in person at
1106 Vernon Rd, Lake Stevens, WA 98258**

Attendees: Commissioners Kevin Kosche and Andrea Wright; Staff: Mariah Low, Johnathan Dix and Rosalind Gorc. Commissioner Dan Lorentzen was excused from the meeting.

Guests from the City of Lake Stevens: Councilmembers Gary Petershagen, Ryan Donoghue and City Staff: Gene Brazel, Anya Warrington, Russ Wright, and Aaron Halverson.

1. **Called to Order** at 4:00PM by Commissioner Kosche moved into the meeting agenda item "Utility Committee Meeting".
2. **Utility Committee Meeting** – The Committee discussed mutual projects and planning for the Lake Stevens UGA
3. **Conclude** – There being no further business, the meeting was concluded at 4:18 PM. Commissioner Wright made a Motion to conclude the meeting. Commissioner Kosche seconded. The Motion passed.

Signed at a regular open public meeting this 14th day of December 2023.

Dan Lorentzen, Commissioner

Andrea Wright, Secretary and Commissioner

Kevin Kosche, President and Commissioner

JoAnne Warner
11509 43rd Drive SE
Everett, WA 98209

Mariah Low, General Manager
Lake Stevens Sewer District Office
1106 Vernon Road, Suite A
Lake Stevens, WA 98258-7432

December 3, 2023

I am writing this letter to express my profound displeasure to learn that Salon Michelle's lease will not be renewed by the Lake Stevens Sewer District. I have gone to this salon for the past 20 plus years to have my hair cut, colored and styled by Michelle. She is a highly skilled hairdresser, dedicated to the profession in every way. In addition Michele is compassionate and understanding when it comes to clients and their needs.

Michelle has never considered the salon as just a business to manage. She has poured every ounce of her creative, financial and emotional being into this enterprise. Michele keeps current on hair styles and colors. She is a certified color specialist for the Keune hair products, having undergone rigorous training to achieve that goal. Michele has created a professional, creative and cheerful environment for both clients and staff. Her ongoing commitment and dedication to the hair industry and salon is exceptional. Michele has served as a pillar of the Lake Stevens community for 40 years and is highly respected for her skills, knowledge and expertise.

The past three years Michel has spent a considerable amount of time, energy and financial resources for legal guidance to keep the salon open above the Silver Lake Sewer district. In spite of all her efforts, you literally **evicted** her. This unconscionable! The ripple effects of this action are wide and all encompassing, while the negative ramifications to Michele, the staff, the community and clients are wide-spread.

In truth, I am utterly astounded!


JoAnne Warner

Return Address:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Document Title:	ADDENDUM TO THE FAGERLIE DEVELOPER EXTENSION AGREEMENT
Reference Numbers:	202302080243
Grantors:	MainVue WA, LLC
Grantee:	Lake Stevens Sewer District
Legal Description:	A portion of the NW quarter of Section 29, Township 29 N, Range 6 E, W.M., in Snohomish County, Washington.
Property Tax Account Number:	29062900200100 29062900200101 29062900200300 00909500002800

**ADDENDUM TO THE FAGERLIE
DEVELOPER EXTENSION AGREEMENT**

THIS ADDENDUM is to be effective as of the ____ day of _____ 2023, by and between MainVue WA, LLC (collectively, the "Owner") and Lake Stevens Sewer District, a special purpose district organized under the laws of the State of Washington (the "District"), and amends that certain Developer Extension Agreement dated February 8, 2023 recorded under Snohomish County Recording Number 202302080243 (the "Developer Extension Agreement").

RECITALS:

- A. The Owner's predecessor (James L. Fagerlie, Carol Fagerlie, Helen Fagerlie, and the Estate of Leonard Fagerlie) and the District entered into the Developer Extension Agreement dated February 8, 2023. Thereafter, the Owner's predecessor assigned its interests to the current Owner, MainVue WA, LLC.
- B. The parties desire to document the rights and responsibilities related to the assignment of the DEA to the Owner from the previous owner.
- C. Additionally, the parties desire to update the number of equivalent residential units the Project requires. The Developer Extension Agreement contemplated sixty-nine (69) equivalent residential units would be needed for the Project. Since then, the Owner has determined that the Project is only in need of sixty-six (66) equivalent residential units.
- D. Except as set forth below, Owner and the District hereby adopt and incorporate by reference all of the terms and conditions of the Developer Extension Agreements as well as the provisions of any amendments which, by their terms, would be applicable to this Addendum.

TERMS AND CONDITIONS:

The Developer Extension Agreement is hereby modified as follows:

- 1. Recital C is hereby deleted and replaced with the following:

E. The District has determined it has capacity, upon fulfillment of the conditions stated herein, in the District's system of sewerage for sixty six (66) equivalent residential units in connection with Owner's Property.

2. Section 11 of the Terms and Conditions is hereby deleted and replaced with the following:

11. **CONNECTION CHARGES:** Before the connection of any Project sewer lines to the District's sewer system, the Owner agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$13,500 per connection for 66 connections (66 connections x \$13,500/connection = \$ 891,000), together with applicable state taxes on that amount. No other property of the Owner in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

Before the connection of any Project sewer lines to the District's sewer system, the Owner further agrees to pay any reimbursable amounts owing to previous system developers, including the reimbursable due to the developer of the "24-Inch Gravity Main in 20th Street SE" per the Lake Stevens Mid-High School Developer Extension Agreement dated February 8, 2006 (Recorded under County Recording Number 200602150505) in the amount of \$123.73 per connection. The total amount owing is calculated as 66 new connections x \$123.73/new connection = \$8,166.18, together with applicable state taxes on that amount.

Before the connection of any Project sewer lines to the District's sewer system, the Owner further agrees to pay any amounts owing to the improvements identified as the South Lake Moratorium Projects per District Resolution No. 772 dated November 9, 2006, for all new connections to the basins within the Southwest Interceptor Phase II service area, in the amount of \$1,595 per new connection (66 new connections x \$1,595.00/connection = \$105,270.00), together with applicable state taxes on that amount.

3. Section 8 of the Terms and Conditions is deleted and replaced with the following:

8. **INDEMNIFICATION:** The Owner shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omissions of the Owner, its agents or

employees under this Agreement or in connection with work performed under this Agreement, which explicitly includes but is in no way limited to the payment of Reimbursables to the Payee as identified in Section 16 of this Agreement. If suit in respect to the above is filed, the Owner shall appear and defend the suit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the Owner shall pay the same.

4. Section 16 of the Terms and Conditions is hereby deleted and replaced with the following:

16. **REIMBURSABLE:** In accordance with RCW 35.91.020 and/or RCW 57.22.020, the property tributary to the sewer facilities constructed by this project will be benefited by the project. Therefore, the District will impose a reimbursement charge as described in Exhibit "C", to be collected by the District from property owners for a period of 15 years from the date of conveyance of the Project to the District and shall pay such reimbursable to the developer within 60 days of collection.

Owner hereby directs that any payments payable to Owner under this Section 16 shall be made payable to South Lake Ridge, LLC., 10515 20th St. SE Suite 202, Lake Stevens, WA 98258 ("Payee").

Every two years from the date of this Agreement, the Owner shall provide the District, in writing, with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement and provide the same such current information for the Payee. If the Owner fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to Owner under this Agreement. Such funds shall be deposited in the capital fund of the District.

5. Exhibit C of the Developer Extension Agreement is hereby deleted and replaced with the following:

FAGERLIE DEA
Exhibit C:

Fagerlie Lift Station and Force Main Reimbursable

To enable service to the Project and the tributary sewerage basin, a lift station and associated force main are needed to convey sewage flows between the Fagerlie property and the existing District conveyance system. The capacity of the new lift station will be 200 gpm to provide service for up to 283 new ERUs, as identified in the *Fagerlie Lift Station Engineering Design Report* dated June 2022.

The reimbursement charge assessed to each future connection to the Fagerlie Lift Station shall be based on the total project costs for the lift station and associated force main divided by the total number of properties that will be furnished with a point of connection to said sewerage facilities. Total project cost shall be determined at project completion and shall be based on the sum of the allowed sewer construction cost including applicable state sales tax, plus an additional allowance of 40% of the allowed sewer construction cost as compensation for related project costs including engineering, plan review, project administration, business taxes, bonding and insurance. The total number of benefited properties/units shall be determined as the total of the sixty-six (66) connections allowed by this agreement, plus the fifty four (54) reimbursable connections expected within the tributary basin (66 allowed connections plus 54 reimbursable connections = 109 benefited properties/units).

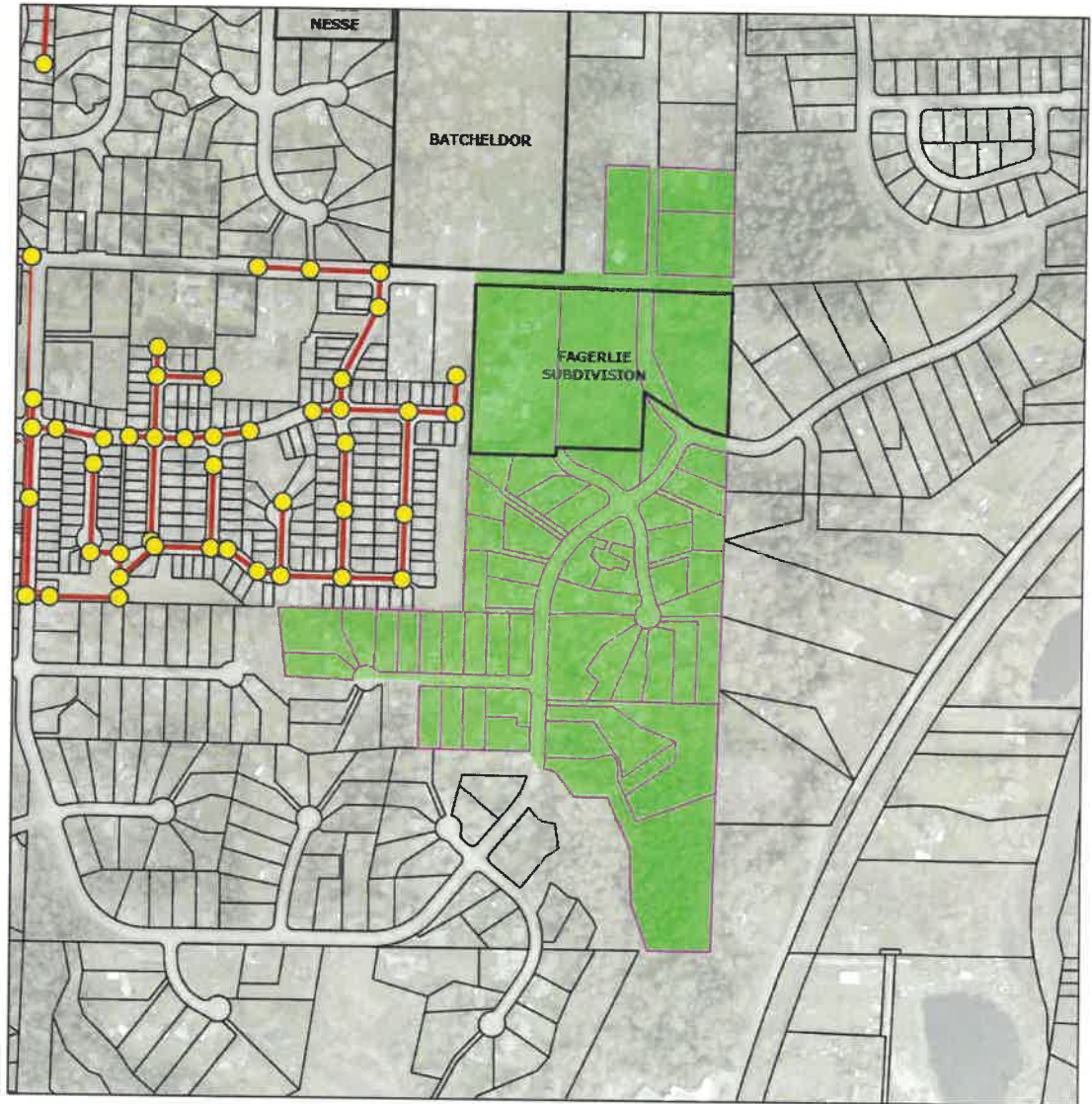
The reimbursable cost for the lift station and associated force main will be calculated as follows:

$$\begin{array}{l} \text{Reimbursable Cost to Developer For} \\ \text{Lift Station and FM (Per ERU)} \end{array} = \frac{100\% \times \text{Total Project Cost}}{109 \text{ benefited properties/units}}$$

The Total Project Cost listed above will be determined based on engineering review of construction costs following construction and will be evaluated following substantial completion of each project.

6. Assignment of Terms and Conditions. The District acknowledges that the Owner is now the current owner of the Property. Owner assumes and accepts all duties, liabilities, and obligations of the previous owner under the Developer Extension Agreement and this Addendum.

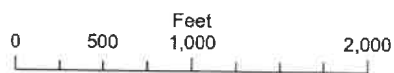
7. Except as specifically amended in this Addendum, all other Terms, Conditions, and provisions of the Developer Extension Agreement shall remain in full force and effect. By signing below, the Owners agree to be bound by all Terms, Conditions, and provisions of the Developer Extension Agreement, as herein amended.



Fagerlie Reimbursable Basin Exhibit "C"



**LAKE STEVENS
SEWER DISTRICT**



- DEA_
- C5_Basin
- MH_FID
- GRAVITY_

LAKE STEVENS SEWER DISTRICT
A Washington Special Purpose District

OWNER:

By _____
Kevin Kosche, President & Commissioner

By *Val* _____
MainVue WA, LLC

By _____
Andrea Wright, Secretary & Commissioner

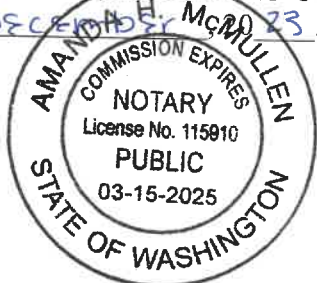
Its *PRESIDENT* _____

By _____
Dan Lorentzen, Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF *SNODHOMISH*)

On this day personally appeared before me *Vanessa Normandin*, to me known to be the Representative of MainVue WA, LLC, that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said Estate and on behalf of the heirs and devisees thereof for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by *Vanessa Normandin* on this *4th* day of *DECEMBER* *2023*.



PRINTED NAME: *Amanda H. McMullen*
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: *03/15/2025*

Return Address:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Document Title: **CENTENNIAL SHORT PLAT 2024
DEVELOPER EXTENSION AGREEMENT**

Reference Numbers:

Grantors:

Flatwater Homes, LLC

Grantee:

Lake Stevens Sewer District

Legal Description: A portion of the NW quarter of Section 9,
Township 29N, Range 6 E, W.M., in Snohomish
County, Washington
Full legal on Page 10 of attached document.

Property Tax Account Number: 29060900204700
29060900204800

CENTENNIAL SHORT PLAT 2024 DEVELOPER EXTENSION AGREEMENT

THIS AGREEMENT is to be effective as of the ____ day of _____, 20____, by and between _____, a Washington limited liability company (collectively, the "Owner") and Lake Stevens Sewer District, a special purpose district of the State of Washington (the "District").

RECITALS

A. The Board of Sewer Commissioners of the District operates a system of sewerage for collection and treatment of sanitary sewage in a portion of the District.

B. The Owner owns certain property legally described in Exhibit "A" attached hereto and by this reference made a part hereof and shown generally on Exhibit "B" attached hereto and by this reference made a part hereof (the "Property"). The Owner desires to have the Property furnished with sewage collection and treatment service by the District.

C. The District has determined it has capacity in the District's system of sewerage for nine (9) equivalent residential units in connection with Owner's Property.

D. The Owner is willing to construct a system of sanitary sewer lines at Owner's expense, pursuant to the terms of this Agreement, in order to connect the Property to the District's existing sewer system at a location in the vicinity of SSMH #CS0A.

E. The construction of an extension to the District's system of sewerage for the collection of sanitary sewage on the Property is consistent with the District's comprehensive plan.

F. As an initial step in providing sewage collection and treatment service to the Property, improvements to the District's system must be constructed and installed.

G. The improvements consist generally of furnishing and constructing eight-inch sanitary sewer lines and all appurtenances necessary to comprise a complete system ready for operation (the "Project").

H. Owner has complied or will comply with all platting and legal requirements of Snohomish County and/or the City of Lake Stevens (or other municipal authority).

I. The District and the previous owner of the Property entered into a Developer Extension Agreement regarding this Property on October 22, 2020. However, the agreement expired on November 1, 2023. This Centennial Short Plat 2024 Developer Extension Agreement is intended to fully replace and supersede the expired agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and performances provided herein, the parties hereto for themselves, their assigns and successors in interest, agree as follows:

1. **PERMISSION TO CONSTRUCT PROJECT:** Subject to the terms and conditions of this Agreement, the District shall permit the Owner to construct and install the Project, at Owner's expense.

2. **STANDARDS OF CONSTRUCTION:** Construction and installation of the Project shall be strictly in accordance with standards, rules and regulations of the District as now in effect and as the same hereafter may be amended, and the standards of the State Department of Ecology.

3. **PREPARATION AND REVIEW OF PLANS AND SPECIFICATIONS:** To ensure that the Project is designed to the satisfaction of the District, Gray & Osborne, Inc., the consulting engineers of the District (the "Engineers"), shall review and approve in writing before work on the Project is commenced, the plans, specifications and drawings of the Project, which shall be prepared by a licensed professional engineer of the Owner's choosing. The Owner shall permit the District and the Engineers to inspect the construction and installation of the Project, both visually before any pipe is covered and by pressure or water test upon final completion, before connection is made to the District's sewer system. The District and the Engineers shall have authority to reject any construction and installation not conforming to the approved design of the Project and the requirements of this Agreement. The determination of the District and the Engineers shall be final. To ensure that the Project is designed in accordance with the standards of the State Department of Ecology, the District and the Engineers may require that the plans, specifications and drawings be approved by the Department of Ecology in writing before work on the Project is commenced.

4. **ENGINEERING, LEGAL AND ADMINISTRATIVE COSTS:** During the period of design, construction and installation of the Project, the District shall submit monthly to the Owner a statement of charges for other services of the Engineers pursuant to this Agreement, which statement shall be equal to the statement submitted by the Engineers to the District pursuant to the applicable fee arrangement for engineering services between the District and the Engineers. The District shall also submit monthly to the Owner during such period and until this Agreement has been fully performed and the Project has been constructed and conveyed to the District, a statement of charges for legal services, which statement shall be equal to the statement submitted to the District, by Anderson Hunter, its attorneys (the "Attorneys"), pursuant to the applicable agreement between the District and the Attorneys, for all work performed by the Attorneys in connection with the preparation, performance or review of this Agreement, including, but not limited to, participation in any pertinent administrative or court proceedings to which the District may become a party.

The statement of charges shall include, and the Owner shall also pay the greater of \$15.00 or an amount equal to 15% of the charges of the Engineers and the Attorneys for the administrative cost to the District of handling such statement of charges, and all other out-of-pocket costs of the District attributable to this Agreement. The Owner shall pay any statement of charges by the last working day of the month in which the charges were billed. Statements not paid in full by the end of the month shall be deemed delinquent and shall accrue interest at the rate of 12% per annum from the date of delinquency.

The Owner has paid to the District a \$5,000.00 deposit, which, except as provided in Section 13, shall be refunded to the Owner without actual accrual and payment of interest after all fees and charges provided for in this Agreement have been paid by the Owner and the Project has been completed and accepted by the District. In the event there are any fees and/or charges which are not paid in full at the completion of the Project, the District reserves the right to deduct the balance due from the deposit and release the remainder, if any.

The District shall have the right to commence, appear in or defend any action or proceeding affecting the rights of the parties hereunder, and in connection therewith shall have the right to pay necessary expenses, including the costs of engineering and legal services, subject to reimbursement by the Owner in the manner provided herein.

5. COMMENCEMENT OF THE PROJECT: In addition to any other requirements of this Agreement, and before construction of the Project is commenced, the Owner shall take the following action or receive the following approvals:

(a) Obtain District approval of its contractor in accordance with the qualification requirements of applicable law and the District's Administrative Code.

(b) Provide evidence acceptable to the District that Owner and Owner's contractor have obtained comprehensive general liability insurance coverage and other insurance coverage deemed appropriate by the District in a form and amount acceptable to the District for the work being performed. The District and District Engineers shall be named as additional named insured party under the policies.

(c) Obtain all applicable permits and approvals from agencies of City of Lake Stevens, Snohomish County, State of Washington, and/or federal authority (or other municipal authority), if required. For projects where the District exercises SEPA authority, the Owner shall pay the costs thereof.

(d) Deliver to the District executed copies of any required easements and/or performance bond obtained for property or improvements located outside the boundaries of the Property. Such easements and performance bond must be in a form acceptable to the District and District Engineers and the easements suitable for County recordation.

(e) A pre-construction meeting is required and shall be scheduled by the District and District Engineers prior to commencing construction of the Project. Submit construction cut sheets no later than 48 hours prior to the pre-construction meeting.

6. COMPLETION OF THE PROJECT: Subject to any applicable federal, state or local requirements, the Owner shall satisfy the following requirements before the Project is connected to the District's sewer system:

(a) Obtain approval and acceptance of the construction and installation of the Project by the District.

(b) Pay for construction and installation of the Project, engineering and legal services, and administrative, out-of-pocket and all other applicable fees and charges, including, but not limited to, connection charges. The District shall have the right to hold the \$5,000.00 deposit and any bonds required by the District until said fees and charges are paid. The District may, at its discretion, hold deposit funds and bonds and apply them as offsets for fees and charges owed.

(c) Satisfy and release all liens and encumbrances for labor, materials and taxes relating to the Project.

(d) Convey to the District without cost to the District exclusive easements and rights-of-way per District standards, as required for all Project sewer lines, with the right of ingress and egress for maintenance, operation, repair and replacement.

(e) Obtain for the District such other easements as are found by the District and District Engineers to be necessary to gain access to the Project.

(f) Convey the Project to the District free of liens and encumbrances by conveyance of donated facilities substantially in the form of the Title Transfer of Donated Facilities provided in the District standards. The Owner's conveyance of the Project sewer lines to the District shall be completed before the Owner sells or contracts to sell the Property or any portion thereof. The Owner shall give the District 30 days notice of a change of ownership prior to the conveyance and provide a certificate of assignment.

(g) Obtain the District's acceptance of title to the Project sewer lines and required easements. Upon request of the District, the Owner shall provide to the District a title report concerning the Project and any easement or right-of-way that will be conveyed to the District.

(h) Provide to the District a warranty bond or bonds, furnished by a surety company acceptable to the District, in the amount of 25% of the estimated cost of the sewer lines being conveyed, including surface restoration. The release of the bond or bonds shall be

conditioned on paying the cost of repairing or correcting any defects in the workmanship or materials furnished in the construction of such sewer lines that shall develop or be discovered within two years after conveyance to the District (as described in Subsection "f" above), together with the District's out-of-pocket expenses, including, but not limited to, engineering and legal expenses, in connection therewith, and shall hold harmless and indemnify the District therefrom.

(i) Deliver to the District in forms acceptable to the District an original mylar, blackline, and electronic copy of "as-built" record drawings for the Project sewer lines, including all side sewer connections. Submit the Sewer System Survey Checklist of the District to the District after it has been completed and certified by a professional land surveyor.

(j) Deliver to the District a copy of the final plat of the Property or equivalent land use approval (i.e. binding site plan) within 30 days after such approval has been granted.

7. **DISTRICT AUTHORITY:** The Owner shall be subject to all standards, rules and regulations of the District, as now in effect and as the same hereafter may be amended, with respect to construction and inspection of sewer lines, connection and inspection of side sewers, obtaining of applicable permits, use of the sewers of the District and rates for use or availability thereof, and all such other matters covered by such standards, rules and regulations. In the event of delinquency in the payment of any charges and assessments imposed by the District, the Owner shall be subject to the lien and foreclosure provisions of the laws of the State of Washington, and the rules, regulations and resolutions of the District pertaining to property served by the District.

8. **INDEMNIFICATION:** The Owner shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omissions of the Owner, its agents or employees under this Agreement or in connection with work performed under this Agreement. If suit in respect to the above is filed, the Owner shall appear and defend the suit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the Owner shall pay the same.

9. **CONTRACTUAL RELATIONSHIPS:** This Agreement does not constitute the Owner as the agent or legal representative of the District for any purpose whatsoever. The Owner is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner or thing whatsoever.

10. ULID FORMATION: If any utility local improvement district ("ULID") is proposed to pay all or a part of the cost of constructing and acquiring sewers that serve or benefit all or a part of the Property, the Owner and its assigns and successors in interest agree that they will sign any petition to form such ULID and will not protest or object to the formation of such ULID. If the District constructs and acquires additional sewer lines and facilities within or serving the Property, nothing in this Agreement shall prevent the District from levying special assessments against any of the Property for the cost of those sewer lines and facilities and to the extent of the benefit from them. After conveyance to the District of the Project sewer lines, additional property may be permitted to connect to them under such terms and conditions as the District in its sole discretion may determine.

11. CONNECTION CHARGES: Before the connection of any Project sewer lines to the District's sewer system, the Owner agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$13,500.00 per new connection (9 connections x \$13,500.00/connection = \$ 121,500), together with applicable state taxes on that amount. No other property of the Owner in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

12. TIME OF ESSENCE; NOTICES Time is of the essence of this Agreement. If Owner is in default under any terms or conditions of this Agreement, or if any payment provided for in this Agreement is not timely made by the Owner, this Agreement may be terminated by the District at its option upon 10 days' written notice to the Owner delivered by certified mail. All notices and payments relating to this Agreement shall be made at the following addresses, unless otherwise provided for in writing:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Ian Hagan
Flatwater Homes, LLC
P.O. Box 2072
Woodinville, WA 98072

13. TERM OF CONTRACT/DELAY IN COMPLETION: This Agreement is based, in part, upon a preliminary plat/short plat granted to Owner by Snohomish County or the City of Lake Stevens. The Project shall be substantially completed, as determined by the sole discretion of the District, and the Title Transfer of Donated Facilities filed with the County on or before December 15, 2026. If the Title Transfer of Donated Facilities has not been recorded by the County on or before that date, the Owner's rights under this Agreement shall cease and terminate and no sewer services shall be connected to the Project. If the Owner's rights under this Agreement cease pursuant to this section, the \$5,000.00 deposit paid by the Owner to the

District shall be forfeited to the District. Any reapplication for a Developer's Agreement on this Project thereafter, shall be subject to the resolutions, rules, regulations, fees, charges, and policies of the District in effect at the time of such reapplication, as well as the facts and circumstances then prevailing.

14. APPLICABLE LAW; VENUE: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

15. RECORDATION: This Agreement shall be recorded in the office of the Auditor of the County of Snohomish, Washington, and shall constitute an easement, covenant running with the land, and servitude upon the Property, which the Owner warrants it now owns, and shall be binding upon the parties hereto and their assigns and successors in interest. The cost of such recordation shall be paid by the Owner.

16. REIMBURSABLE: In accordance with RCW 35.91.020 and/or RCW 57.22.020, the property tributary to the sewer facilities constructed by this project will be benefitted by the project, as depicted in Exhibit "C". Therefore, the District will impose a reimbursement charge as described in Exhibit "D", to be collected by the District from property owners for a period of 15 years from the date of conveyance of the Project to the District and shall pay such reimbursable to the developer within 60 days of collection.

Every two years from the date of this Agreement, the Owner shall provide the District with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If the Owner fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to Owner under this Agreement. Such funds shall be deposited in the capital fund of the District.

LAKE STEVENS SEWER DISTRICT
A Washington Special Purpose District

OWNER:
Flatwater Homes, LLC

By _____
Dan Lorentzen, Commissioner

By _____
Its Manager

By _____
Andrea Wright, Secretary and Commissioner

By _____
Kevin Kosche, President, and Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Ian James Hagen, to me known to be the Manager of Flatwater Homes, LLC, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said limited liability limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by Ian James Hagen on this 7th day of December, 2023.



PRINTED NAME: Mary E. Coonrod
NOTARY PUBLIC Mary E. Coonrod
in and for the State of Washington.
My commission expires: 7-11-25

CENTENNIAL SHORT PLAT 2024

Exhibit A: Legal Description

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH RANGE 6, EAST WM IN SNOHOMISH COUNTY, WASHINGTON

THENCE SOUTH $89^{\circ}27'$ EAST 20 FEET.

THENCE NORTH $4^{\circ}15'$ EAST 460 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH $4^{\circ}15'$ EAST 40 FEET, THENCE SOUTH $85^{\circ}45'$ EAST TO THE INTERSECTION OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY.

THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID RIGHT-OF-WAY TO A POINT SOUTH $85^{\circ}45'$ EAST OF THE POINT OF BEGINNING. THENCE NORTH $87^{\circ}45'$ WEST TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 29 NORTH. RANGE 6 EAST, WM. IN SNOHOMISH COUNTY, WASHINGTON.

THENCE SOUTH $89^{\circ}27'$ EAST 20 FEET.

THENCE NORTH $4^{\circ}15'$ EAST 400 FEET TO THE POINT OF BEGINNING, THENCE NORTH $4^{\circ}15'$ EAST 60 FEET, THENCE SOUTH $85^{\circ}45'$ EAST TO INTERSECTION OF NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY.

THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT-OF-WAY TO A POINT SOUTH $85^{\circ}45'$ EAST OF POINT OF BEGINNING, THENCE NORTH $85^{\circ}45'$ WEST TO TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CENTENNIAL SHORT PLAT 2024

Exhibit B: Vicinity Map



CENTENNIAL SHORT PLAT 2024

Exhibit C: Reimbursable Map



Click or tap here to enter text.

CENTENNIAL SHORT PLAT 2024

Exhibit D

Gravity Main Reimbursable

When the parcels located within the Reimbursable Area as shown in Exhibit "C" enter into a developer extension agreement or otherwise contract with Lake Stevens Sewer District to connect directly (side sewer) to the District system, the property owners of those parcels will pay a reimbursement fee for their respective parcels. It has been determined that the existing properties defined as the Reimbursable Area as shown in Exhibit "C" will benefit equally with the other properties that will benefit by direct connection to the sewer extension constructed by this project.

Accordingly, the reimbursement charge assessed to each of the aforementioned properties shall be based on the total project costs for the gravity main divided by the total number of properties that will be furnished with a point of direct connection to the extension. Total project cost shall be determined at project completion and shall be based on the sum of the allowed sewer construction cost including applicable state sales tax, plus an additional allowance of 40 percent of the allowed sewer construction cost as compensation for related project costs including engineering, plan review, project administration, business taxes, bonding and insurance. The total number of benefited properties/units shall be determined as the total of 9 connections for this project, plus the 9 reimbursable units depicted in Exhibit "C" (9 allowed connections plus 9 reimbursable residential units = 18 benefited properties/units).

The reimbursable cost will be calculated as per Equation 1 below:

$$\text{Reimbursable cost to developer =} \frac{100\% \times \text{Total Project Cost}}{18 \text{ benefited properties/units (ERU)}} \\ \text{(per ERU)}$$

The Total Project Cost listed above will be determined based on engineering review of construction costs following construction and will be evaluated following substantial completion of each project.

Return Address:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

Document Title: **228 NORTH DAVIES RD
DEVELOPER EXTENSION AGREEMENT**

Reference Numbers:

Grantors:

LV Holdings, LLC

Grantee:

Lake Stevens Sewer District

Legal Description: A portion of the SE quarter of Section 19,
Township 29N, Range 6 E, W.M., in Snohomish
County, Washington
Full legal on Page 11-12 of attached document.

Property Tax Account Number: 00493300800204
00493300800205
00493300800206

**228 NORTH DAVIES RD
DEVELOPER EXTENSION AGREEMENT**

THIS AGREEMENT is to be effective as of the 21st day of November 2023, by and between LV Holdings, LLC, a Washington limited liability company (collectively, the "Owner") and Lake Stevens Sewer District, a special purpose district of the State of Washington (the "District").

RECITALS

A. The Board of Sewer Commissioners of the District operates a system of sewerage for collection and treatment of sanitary sewage in a portion of the District.

B. The Owner owns certain property legally described in Exhibit "A" attached hereto and by this reference made a part hereof and shown generally on Exhibit "B" attached hereto and by this reference made a part hereof (the "Property"). The Owner desires to have the Property furnished with sewage collection and treatment service by the District.

C. The District has determined it has capacity in the District's system of sewerage for three (3) equivalent residential units in connection with Owner's Property.

D. The Owner is willing to construct a system of sanitary sewer lines at Owner's expense, pursuant to the terms of this Agreement, in order to connect the Property to the District's existing sewer system at a location in the vicinity of SSMH #3403.

E. The construction of an extension to the District's system of sewerage for the collection of sanitary sewage on the Property is consistent with the District's comprehensive plan.

F. As an initial step in providing sewage collection and treatment service to the Property, improvements to the District's system must be constructed and installed.

G. The improvements consist generally of furnishing and constructing eight-inch sanitary sewer lines and all appurtenances necessary to comprise a complete system ready for operation (the "Project").

H. Owner has complied or will comply with all platting and legal requirements of Snohomish County and/or the City of Lake Stevens (or other municipal authority).

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and performances provided herein, the parties hereto for themselves, their assigns and successors in interest, agree as follows:

1. **PERMISSION TO CONSTRUCT PROJECT:** Subject to the terms and conditions of this Agreement, the District shall permit the Owner to construct and install the Project, at Owner's expense.

2. **STANDARDS OF CONSTRUCTION:** Construction and installation of the Project shall be strictly in accordance with standards, rules and regulations of the District as now in effect and as the same hereafter may be amended, and the standards of the State Department of Ecology.

3. **PREPARATION AND REVIEW OF PLANS AND SPECIFICATIONS:** To ensure that the Project is designed to the satisfaction of the District, Gray & Osborne, Inc., the consulting engineers of the District (the "Engineers"), shall review and approve in writing before work on the Project is commenced, the plans, specifications and drawings of the Project, which shall be prepared by a licensed professional engineer of the Owner's choosing. The Owner shall permit the District and the Engineers to inspect the construction and installation of the Project, both visually before any pipe is covered and by pressure or water test upon final completion, before connection is made to the District's sewer system. The District and the Engineers shall have authority to reject any construction and installation not conforming to the approved design of the Project and the requirements of this Agreement. The determination of the District and the Engineers shall be final. To ensure that the Project is designed in accordance with the standards of the State Department of Ecology, the District and the Engineers may require that the plans, specifications and drawings be approved by the Department of Ecology in writing before work on the Project is commenced.

4. **ENGINEERING, LEGAL AND ADMINISTRATIVE COSTS:** During the period of design, construction and installation of the Project, the District shall submit monthly to the Owner a statement of charges for other services of the Engineers pursuant to this Agreement, which statement shall be equal to the statement submitted by the Engineers to the District pursuant to the applicable fee arrangement for engineering services between the District and the Engineers. The District shall also submit monthly to the Owner during such period and until this Agreement has been fully performed and the Project has been constructed and conveyed to the District, a statement of charges for legal services, which statement shall be equal to the statement submitted to the District, by Anderson Hunter, its attorneys (the "Attorneys"), pursuant to the applicable agreement between the District and the Attorneys, for all work performed by the Attorneys in connection with the preparation, performance or review of this Agreement, including, but not limited to, participation in any pertinent administrative or court proceedings to which the District may become a party.

The statement of charges shall include, and the Owner shall also pay the greater of \$15.00 or an amount equal to 15% of the charges of the Engineers and the Attorneys for the administrative cost to the District of handling such statement of charges, and all other out-of-pocket costs of the District attributable to this Agreement. The Owner shall pay any statement of charges by the last working day of the month in which the charges were billed. Statements not paid in full by the end of the month shall be deemed delinquent and shall accrue interest at the rate of 12% per annum from the date of delinquency.

The Owner has paid to the District a \$5,000.00 deposit, which, except as provided in Section 13, shall be refunded to the Owner without actual accrual and payment of interest after all fees and charges provided for in this Agreement have been paid by the Owner and the Project has been completed and accepted by the District. In the event there are any fees and/or charges which are not paid in full at the completion of the Project, the District reserves the right to deduct the balance due from the deposit and release the remainder, if any.

The District shall have the right to commence, appear in or defend any action or proceeding affecting the rights of the parties hereunder, and in connection therewith shall have the right to pay necessary expenses, including the costs of engineering and legal services, subject to reimbursement by the Owner in the manner provided herein.

5. COMMENCEMENT OF THE PROJECT: In addition to any other requirements of this Agreement, and before construction of the Project is commenced, the Owner shall take the following action or receive the following approvals:

(a) Obtain District approval of its contractor in accordance with the qualification requirements of applicable law and the District's Administrative Code.

(b) Provide evidence acceptable to the District that Owner and Owner's contractor have obtained comprehensive general liability insurance coverage and other insurance coverage deemed appropriate by the District in a form and amount acceptable to the District for the work being performed. The District and District Engineers shall be named as additional named insured party under the policies.

(c) Obtain all applicable permits and approvals from agencies of City of Lake Stevens, Snohomish County, State of Washington, and/or federal authority (or other municipal authority), if required. For projects where the District exercises SEPA authority, the Owner shall pay the costs thereof.

(d) Deliver to the District executed copies of any required easements and/or performance bond obtained for property or improvements located outside the boundaries of the Property. Such easements and performance bond must be in a form acceptable to the District and District Engineers and the easements suitable for County recordation.

(e) A pre-construction meeting is required and shall be scheduled by the District and District Engineers prior to commencing construction of the Project. Submit construction cut sheets no later than 48 hours prior to the pre-construction meeting.

6. **COMPLETION OF THE PROJECT:** Subject to any applicable federal, state or local requirements, the Owner shall satisfy the following requirements before the Project is connected to the District's sewer system:

(a) Obtain approval and acceptance of the construction and installation of the Project by the District.

(b) Pay for construction and installation of the Project, engineering and legal services, and administrative, out-of-pocket and all other applicable fees and charges, including, but not limited to, connection charges. The District shall have the right to hold the \$5,000.00 deposit and any bonds required by the District until said fees and charges are paid. The District may, at its discretion, hold deposit funds and bonds and apply them as offsets for fees and charges owed.

(c) Satisfy and release all liens and encumbrances for labor, materials and taxes relating to the Project.

(d) Convey to the District without cost to the District exclusive easements and rights-of-way per District standards, as required for all Project sewer lines, with the right of ingress and egress for maintenance, operation, repair and replacement.

(e) Obtain for the District such other easements as are found by the District and District Engineers to be necessary to gain access to the Project.

(f) Convey the Project to the District free of liens and encumbrances by conveyance of donated facilities substantially in the form of the Title Transfer of Donated Facilities provided in the District standards. The Owner's conveyance of the Project sewer lines to the District shall be completed before the Owner sells or contracts to sell the Property or any portion thereof. The Owner shall give the District 30 days notice of a change of ownership prior to the conveyance and provide a certificate of assignment.

(g) Obtain the District's acceptance of title to the Project sewer lines and required easements. Upon request of the District, the Owner shall provide to the District a title report concerning the Project and any easement or right-of-way that will be conveyed to the District.

(h) Provide to the District a warranty bond or bonds, furnished by a surety company acceptable to the District, in the amount of 25% of the estimated cost of the sewer

lines being conveyed, including surface restoration. The release of the bond or bonds shall be conditioned on paying the cost of repairing or correcting any defects in the workmanship or materials furnished in the construction of such sewer lines that shall develop or be discovered within two years after conveyance to the District (as described in Subsection "f" above), together with the District's out-of-pocket expenses, including, but not limited to, engineering and legal expenses, in connection therewith, and shall hold harmless and indemnify the District therefrom.

(i) Deliver to the District in forms acceptable to the District an original mylar, blackline, and electronic copy of "as-built" record drawings for the Project sewer lines, including all side sewer connections. Submit the Sewer System Survey Checklist of the District to the District after it has been completed and certified by a professional land surveyor.

(j) Deliver to the District a copy of the final plat of the Property or equivalent land use approval (i.e. binding site plan) within 30 days after such approval has been granted.

7. **DISTRICT AUTHORITY:** The Owner shall be subject to all standards, rules and regulations of the District, as now in effect and as the same hereafter may be amended, with respect to construction and inspection of sewer lines, connection and inspection of side sewers, obtaining of applicable permits, use of the sewers of the District and rates for use or availability thereof, and all such other matters covered by such standards, rules and regulations. In the event of delinquency in the payment of any charges and assessments imposed by the District, the Owner shall be subject to the lien and foreclosure provisions of the laws of the State of Washington, and the rules, regulations and resolutions of the District pertaining to property served by the District.

8. **INDEMNIFICATION:** The Owner shall indemnify, defend and hold the District, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by persons or property resulting from the negligent (sole or concurrent) acts or omissions of the Owner, its agents or employees under this Agreement or in connection with work performed under this Agreement. If suit in respect to the above is filed, the Owner shall appear and defend the suit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its officers, agents or employees, the Owner shall pay the same.

9. **CONTRACTUAL RELATIONSHIPS:** This Agreement does not constitute the Owner as the agent or legal representative of the District for any purpose whatsoever. The Owner is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner or thing whatsoever.

10. ULID FORMATION: If any utility local improvement district ("ULID") is proposed to pay all or a part of the cost of constructing and acquiring sewers that serve or benefit all or a part of the Property, the Owner and its assigns and successors in interest agree that they will sign any petition to form such ULID and will not protest or object to the formation of such ULID. If the District constructs and acquires additional sewer lines and facilities within or serving the Property, nothing in this Agreement shall prevent the District from levying special assessments against any of the Property for the cost of those sewer lines and facilities and to the extent of the benefit from them. After conveyance to the District of the Project sewer lines, additional property may be permitted to connect to them under such terms and conditions as the District in its sole discretion may determine.

11. CONNECTION CHARGES: Before the connection of any Project sewer lines to the District's sewer system, the Owner agrees to pay the District's regular permit fees, together with a connection charge in the amount of \$13,500.00 per new connection (3 connections x \$13,500.00/connection = \$40,500), together with applicable state taxes on that amount. No other property of the Owner in the vicinity of the Property shall be connected to the District's sewer system until a contract providing for the connection has been entered into with the District. Connection fees shall be accepted by the District after acceptance of the warranty bond but prior to issuance of side sewer permits. The District shall only issue side sewer permits after acceptance of the Title Transfer of Donated Facilities unless otherwise provided for in this Agreement or Resolution 565 (Model Home Policy), and in all cases only after acceptance of any warranty bond required by this Agreement.

12. TIME OF ESSENCE; NOTICES Time is of the essence of this Agreement. If Owner is in default under any terms or conditions of this Agreement, or if any payment provided for in this Agreement is not timely made by the Owner, this Agreement may be terminated by the District at its option upon 10 days' written notice to the Owner delivered by certified mail. All notices and payments relating to this Agreement shall be made at the following addresses, unless otherwise provided for in writing:

Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258

LV Holdings, LLC
PO Box 100
Lake Stevens, WA 98258

13. TERM OF CONTRACT/DELAY IN COMPLETION: This Agreement is based, in part, upon a preliminary plat/short plat granted to Owner by Snohomish County or the City of Lake Stevens. The Project shall be substantially completed, as determined by the sole discretion of the District, and the Title Transfer of Donated Facilities filed with the County on or before November 1, 2026. If the Title Transfer of Donated Facilities has not been recorded by the County on or before that date, the Owner's rights under this Agreement shall cease and terminate and no sewer services shall be connected to the Project. If the Owner's rights under this Agreement cease pursuant to this section, the \$5,000.00 deposit paid

by the Owner to the District shall be forfeited to the District. Any reapplication for a Developer's Agreement on this Project thereafter, shall be subject to the resolutions, rules, regulations, fees, charges, and policies of the District in effect at the time of such reapplication, as well as the facts and circumstances then prevailing.

14. APPLICABLE LAW; VENUE: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

15. RECORDATION: This Agreement shall be recorded in the office of the Auditor of the County of Snohomish, Washington, and shall constitute an easement, covenant running with the land, and servitude upon the Property, which the Owner warrants it now owns, and shall be binding upon the parties hereto and their assigns and successors in interest. The cost of such recordation shall be paid by the Owner.

16. REIMBURSABLE: In accordance with RCW 35.91.020 and/or RCW 57.22.020, the property tributary to the sewer facilities constructed by this project will be benefitted by the project, as depicted in Exhibit "C". Therefore, the District will impose a reimbursement charge as described in Exhibit "D", to be collected by the District from property owners for a period of 15 years from the date of conveyance of the Project to the District and shall pay such reimbursable to the developer within 60 days of collection.

Every two years from the date of this Agreement, the Owner shall provide the District with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the Agreement. If the Owner fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the District may collect any reimbursement funds owed to Owner under this Agreement. Such funds shall be deposited in the capital fund of the District.

LAKE STEVENS SEWER DISTRICT
A Washington Special Purpose District

OWNER:
LV Holdings, LLC

By _____
Dan Lorentzen, Commissioner

By _____
Its  _____

By _____
Andrea Wright, Secretary and Commissioner

By _____
Kevin Kosche, President, and Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

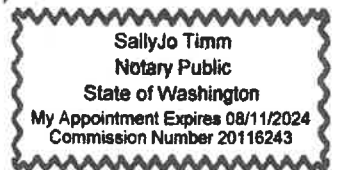
On this day personally appeared before me James Lussier, to me known to be the member of LV Holdings, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged to me the said instrument was the free and voluntary act and deed of said limited liability limited partnership for the uses and purposes therein mentioned, and on oath stated that James Lussier was authorized to execute the said instrument for an on its behalf.

SUBSCRIBED AND SWORN TO before me by James Lussier in this 21 day of November, 2023.

PRINTED NAME:
NOTARY PUBLIC

in and for the State of Washington.

My commission expires: 08/11/2024



228 NORTH DAVIES RD

Exhibit A: Legal Description

PARCEL A:

THE WEST 297 FEET, (AS MEASURED ALONG ITS SOUTH LINE), OF LOT 2, BLOCK 8, LAKE STEVENS SUMMER HOME TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 34, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE NORTH 125 FEET; AND

EXCEPT THE WEST 196 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2. PARCEL A-1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 30 FEET OF THE NORTH 155 FEET OF SAID LOT 2;

EXCEPT THE WEST 95 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2; AND

EXCEPT THAT PORTION THEREOF CONDEMNED JANUARY 8, 1934, IN SUPERIOR COURT CAUSE NO. 32232 FOR DAVIES ROAD (SURVEY NO. 1528).

(ALSO KNOWN AS LOT B IN SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 8703260127).

PARCEL B:

THE WEST 196 FEET (AS MEASURED ALONG ITS SOUTH LINE) OF LOT 2, BLOCK 8, LAKE STEVENS SUMMER HOME TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 34, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE NORTH 125 FEET; AND

EXCEPT THE WEST 95 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2. PARCEL B-1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 30 FEET OF THE NORTH 155 FEET OF SAID LOT 2;

EXCEPT THE WEST 120 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2 AND

EXCEPT THAT PORTION THEREOF CONDEMNED JANUARY 8, 1934, IN SUPERIOR COURT CAUSE NO. 32232 FOR DAVIES ROAD (SURVEY NO. 1528).

(ALSO KNOWN AS TRACT C OF SHORT PLAT REVISION RECORDED UNDER RECORDING NO. 8703260127, BEING A PORTION OF LOTS C & D OF SHORT PLAT NO. 776-70, RECORDED UNDER AUDITOR'S FILE NUMBER 7710130115).

PARCEL C:

THE WEST 95 FEET AS MEASURED ALONG THE SOUTH LINE OF LOT 2, BLOCK 8, LAKE STEVENS SUMMER HOME TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 34, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE NORTH 125 FEET THEREOF ALSO THE EAST 25 FEET OF THE WEST 120 FEET OF THE SOUTH 30 FEET OF THE NORTH 155 FEET OF SAID LOT 2.

EXCEPT THE WEST 95 FEET THEREOF.

TOGETHER WITH THE ADJOINING VACATED ROAD RIGHT OF WAY PER COMMISSIONERS RECORDS IN VOLUME 25, PAGE 362, DATED MARCH 13, 1922.

PARCEL C-1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 30 FEET OF THE NORTH 155 FEET OF SAID LOT 2;

EXCEPT THE WEST 120 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 2 AND

EXCEPT THAT PORTION THEREOF CONDEMNED JANUARY 8, 1934, IN SUPERIOR COURT CAUSE NO. 32232 FOR DAVIES ROAD (SURVEY NO. 1528).

(ALSO KNOWN AS TRACT D OF SHORT PLAT REVISION RECORDED UNDER RECORDING NO. 8703260127, BEING A PORTION OF LOTS C & D OF SHORT PLAT NO. 776-70, RECORDED UNDER AUDITOR'S FILE NUMBER 7710130115).

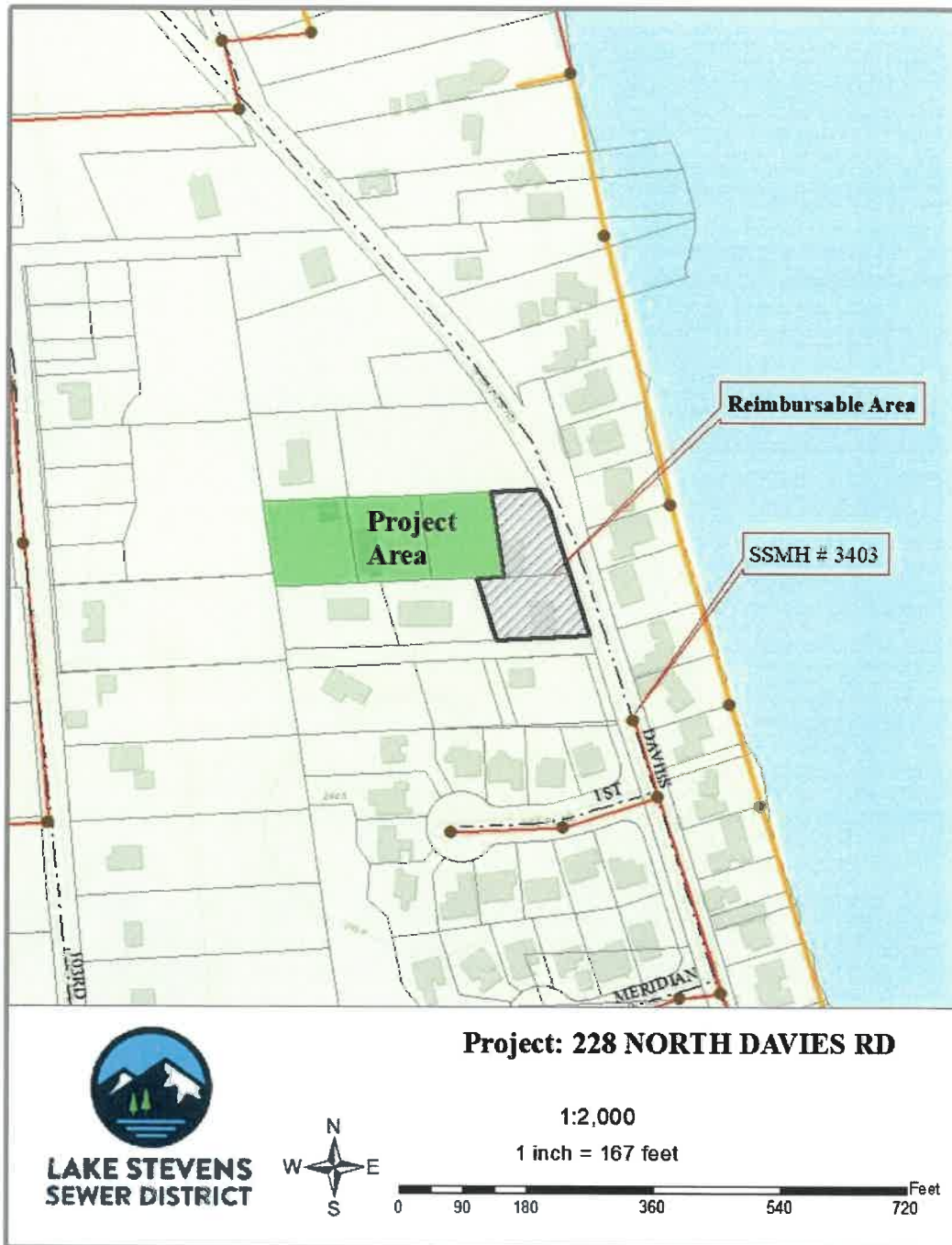
228 NORTH DAVIES RD

Exhibit B: Vicinity Map



228 NORTH DAVIES RD

Exhibit C: Reimbursable Map



228 NORTH DAVIES RD

Exhibit D

Gravity Main Reimbursable

When the parcels located within the Reimbursable Area as shown in Exhibit "C" enter into a developer extension agreement or otherwise contract with Lake Stevens Sewer District to connect directly (side sewer) to the District system, the property owners of those parcels will pay a reimbursement fee for their respective parcels. It has been determined that the existing properties defined as the Reimbursable Area as shown in Exhibit "C" will benefit equally with the other properties that will benefit by direct connection to the sewer extension constructed by this project.

Accordingly, the reimbursement charge assessed to each of the aforementioned properties shall be based on the total project costs for the gravity main divided by the total number of properties that will be furnished with a point of direct connection to the extension. Total project cost shall be determined at project completion and shall be based on the sum of the allowed sewer construction cost including applicable state sales tax, plus an additional allowance of 40 percent of the allowed sewer construction cost as compensation for related project costs including engineering, plan review, project administration, business taxes, bonding and insurance. The total number of benefited properties/units shall be determined as the total of three connections for this project, plus the 2 reimbursable units depicted in Exhibit "C" (3 allowed connections plus 2 reimbursable residential units = 5 benefited properties/units).

The reimbursable cost will be calculated as per Equation 1 below:

$$\text{Reimbursable cost to developer = } \frac{100\% \times \text{Total Project Cost}}{5 \text{ benefited properties/units (ERU)}} \\ \text{(per ERU)}$$

The Total Project Cost listed above will be determined based on engineering review of construction costs following construction and will be evaluated following substantial completion of each project.



**LAKE STEVENS
SEWER DISTRICT**
Serving You Since 1957

FINANCIAL STATEMENTS

SEPTEMBER 2023

DRAFT

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Cash/Investment Balance Report as of 9/30/2023

UNRESTRICTED CASH/INVESTMENTS

Maintenance & Operations

131-10/136-10	Maintenance Fund	6,360,174
131-00	Cash in Umpqua Bank	97,533
131-01	Cash in First Financial	32,996
131-02	Cash In Xpresss Bill Pay	79,593
	Other Unrestricted Cash	30,062
Total Maintenance & Operations		6,600,359

Unrestricted Debt

131-34/136-34	ULID #13 Assessment	-
125-13/126-13	2010 Bond P&I Payment	1,675,844
125-15/126-15	City Bond P&I Payment	-
Total Unrestricted Debt		1,675,844

Capital - Resolution only

131-29/136-29	Capital Projects- Current Expenditures	3,818,137
131-16/136-16/136-41	Capital Improvements - Future Imp.	17,366,918
Total Capital		21,185,055
TOTAL UNRESTRICTED		29,461,258

RESTRICTED CASH/INVESTMENTS

Restricted Debt

131-31/136-31	PWTF P&I - Debt Service	26,295
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Restricted per Bond / Loan Documents

131-46/136-46	SRF Reserve County Pool	3,200,898
131-26/136-26	SRF P&I Payment	1,528,450

Restricted Other Cash

135-20/135-25	Other Restricted Cash	10,104
TOTAL RESTRICTED		4,765,746
GRAND TOTAL		34,227,005

TOTAL SEPTEMBER CASH/INVESTMENTS	34,227,005
TOTAL AUGUST CASH/INVESTMENTS	33,358,684
MONTHLY INCREASE/(DECREASE)	868,321

**Lake Stevens Sewer District
2022/2023 Cash & Investment Balances**

2023 Cash /Investment Balances

Month	TOTAL	M&O	UNRESTRICTED		RESTRICTED
			DEBT	CAPITAL	DEBT
January	29,271,043	4,352,775	1,074,414	18,368,392	5,475,462
February	30,165,432	4,907,876	1,074,425	18,392,084	5,791,047
March	31,273,234	5,233,640	1,075,946	18,423,805	6,539,843
April	32,317,537	4,043,108	2,041,957	18,594,655	7,637,818
May	30,689,572	4,538,494	1,675,838	18,733,106	5,742,134
June	30,824,980	5,416,822	1,675,839	18,869,705	4,862,614
July	31,939,218	4,785,579	1,675,839	20,739,161	4,738,639
August	33,358,684	5,863,597	1,675,839	21,067,577	4,751,671
September	34,227,005	6,600,359	1,675,844	21,185,055	4,765,746
October					
November					
December					

2022 Cash/Investment Balances

Month	TOTAL	M&O	UNRESTRICTED		RESTRICTED
			DEBT	CAPITAL	DEBT
January	26,513,247	2,002,000	3,526,865	17,749,926	3,234,456
February	27,121,594	2,402,956	3,732,125	17,752,256	3,234,256
March	27,859,254	2,170,812	4,739,844	17,714,048	3,234,550
April	28,458,525	1,917,118	5,616,088	17,690,780	3,234,540
May	26,414,256	2,582,669	2,862,974	17,726,931	3,241,683
June	26,305,931	3,570,758	1,760,458	17,739,749	3,234,967
July	26,704,905	3,538,445	2,380,164	17,552,905	3,233,391
August	27,674,470	4,152,385	2,776,919	17,511,499	3,233,666
September	28,643,716	4,865,366	3,131,272	17,408,664	3,238,415
October	30,020,476	3,897,661	5,355,545	17,533,298	3,233,973
November	28,084,684	4,433,829	2,256,566	18,167,724	3,226,564
December	28,909,112	4,774,523	1,074,406	18,363,105	4,697,078

LAKE STEVENS SEWER DISTRICT
STATEMENT OF MONTHLY OPERATIONS - 7 MONTHS ENDED SEPTEMBER 30, 2023

DRAFT

	MAR	APR	MAY	JUN	JUL	AUG	SEP
OPERATING REVENUE							
RESIDENTIAL SERVICE	1,368,576	1,368,774	1,371,076	1,372,883	1,374,847	1,377,362	1,376,892
COMMERCIAL SERVICE	107,626	84,833	93,675	113,871	105,012	125,604	127,170
SCHOOLS	12,034	12,080	13,344	19,245	14,847	6,170	8,021
	1,488,237	1,465,687	1,478,095	1,505,999	1,494,706	1,509,136	1,512,083
PERMIT FEES	12,800	5,400	12,500	17,350	2,850	10,850	3,350
OTHER SEWER REVENUE	88,717	32,621	25,992	26,289	34,093	53,573	1,514
TOTAL OPERATING REVENUE	1,589,754	1,503,707	1,516,586	1,549,638	1,531,650	1,573,559	1,516,947
OPERATING EXPENSES							
PLANT OPERATIONS EXPENSE	119,824	152,634	115,478	168,693	59,550	192,429	164,304
PLANT SALARIES, BENEFITS & PR TAXES	102,446	117,566	119,219	120,257	119,951	123,709	123,421
MAINTENANCE & COLLECTIONS EXPENSE	51,336	46,187	42,111	52,810	37,949	36,415	57,623
MAINTENANCE & COLLECTIONS UTILITIES	17,312	18,466	14,786	15,563	15,316	11,747	13,175
MAINTENANCE SALARIES, BENEFITS & PR TAXES	150,321	150,090	162,354	161,619	152,987	151,756	159,167
ADMINISTRATIVE EXPENSE	16,675	21,550	14,623	21,352	7,711	15,233	10,889
ADMINISTRATIVE SALARIES, BENEFITS & PR TAXES	79,989	82,676	82,638	82,754	82,385	83,196	79,591
COMMISSIONERS' SALARIES	1,664	1,024	1,152	1,408	1,408	1,920	768
CUSTOMER RECORDS & COLLECTION	8,770	4,320	10,450	15,298	11,073	10,539	10,441
CONF, TRVL, MILEAGE, MEALS & VEHICLE EXP	3,521	4,385	3,290	12,086	4,815	2,464	7,392
TRAINING & SCHOOLING	0	0	0	0	0	0	0
BUSINESS TAXES & INSURANCE	95,214	76,564	63,913	64,117	67,969	69,569	88,968
ENGINEERING	599	827	2,368	2,096	512	711	561
LEGAL	12,295	6,453	5,003	2,876	2,800	1,052	3,984
BOND ISSUANCE COST	0	0	0	0	0	0	0
STATE AUDITOR	0	0	0	0	0	0	0
CPA	0	24,360	2,625	788	0	0	0
HUMAN RESOURCES	0	11	11	0	0	0	0
FINANCIAL	0	0	0	0	0	0	0
CITY OPERATING FEE	1,250	1,250	1,250	1,250	1,250	1,250	1,250
TOTAL OPERATING EXPENSES	661,215	708,363	641,271	722,965	565,676	701,989	721,532
OPERATING INCOME	928,539	795,344	875,315	826,673	965,974	871,570	795,415
NONOPERATING REVENUE (EXPENSES)							
INTEREST ON ASSESSMENTS	0	0	0	0	0	0	146
INTEREST ON INVESTMENTS, NET	102,711	109,151	118,441	111,202	118,524	126,950	127,554
CONTRIBUTED CAPITAL-CONN FEES	19,678	176,800	27,000	80,752	256,500	244,300	0
CONTRIBUTED CAPITAL-SWI BASIN CHARGE	0	0	3,190	1,595	1,595	0	0
CONTRIBUTED CAPITAL-CALLOW RD BASIN CHARGE	0	0	0	0	0	0	0
CONTRIBUTED CAPITAL-OTHER	0	17,736	259	0	(424)	53,935	0
NET RENTAL INCOME (LOSS)	2,471	2,478	2,810	2,488	2,446	2,483	2,461
OTHER INTEREST INCOME	652	514	0	1	1	2	5
GAIN ON SALE OF FIXED ASSET	0	0	0	0	0	0	0
TOTAL NONOPERATING REVENUE (EXPENSES)	125,513	306,678	151,699	196,038	378,641	427,670	130,165
OTHER DEDUCTIONS							
INTEREST EXPENSE	128,798	128,798	128,798	126,197	125,841	125,628	125,628
PRETREATMENT GRANT PROGRAM	0	0	0	0	0	0	0
TOTAL OTHER DEDUCTIONS	128,798	128,798	128,798	126,197	125,841	125,628	125,628
NET INCOME BEFORE NON CASH TRANSACTIONS	925,253	973,224	898,216	896,513	1,218,774	1,173,611	799,951
NON CASH REVENUE AND (EXPENSE)							
CONTRIBUTED CAPITAL-DONATED (REV)	0	0	74,702	0	161,570	202,603	0
DEPRECIATION & AMORTIZATION (EXP)	(549,327)	(549,327)	(549,808)	(549,741)	(550,312)	(551,010)	(551,622)
TOTAL NON CASH REVENUE AND (EXPENSE)	(549,327)	(549,327)	(475,106)	(549,741)	(388,742)	(348,407)	(551,622)
CHANGE IN NET POSITION - NET INCOME (LOSS)	375,927	423,898	423,110	346,772	830,032	825,205	248,329

LAKE STEVENS SEWER DISTRICT
STATEMENT OF MONTHLY OPERATIONS - 7 MONTHS ENDED SEPTEMBER 30, 2023

DRAFT

	MAR	APR	MAY	JUN	JUL	AUG	SEP
OTHER SEWER REVENUE							
FORFEITURE DISC & PENALTIES	27,726	27,301	22,427	22,076	22,730	21,502	(2,095)
INTEREST CHARGES	2,624	2,267	1,742	2,411	2,152	2,396	1,942
PRETREATMENT GRANT PROGRAM FEE	52,875	0	0	400	4,400	1,500	500
DEVELOPER ADMIN CHARGES	2,942	2,862	1,605	1,262	2,047	2,742	1,025
OTHER MISC REVENUES	2,550	191	218	140	2,765	25,432	143
	<u>88,717</u>	<u>32,621</u>	<u>25,992</u>	<u>26,289</u>	<u>34,093</u>	<u>53,573</u>	<u>1,514</u>
PLANT OPERATIONS EXPENSES							
UTILITIES	33,172	34,917	30,935	31,809	(27,803)	35,229	37,406
CHEMICALS	37,486	39,467	33,363	30,470	22,655	39,151	14,933
BIOSOLIDS	19,247	20,303	20,534	19,907	15,994	10,008	21,394
EQUIPMENT & SUPPLIES	10,874	35,419	6,422	21,119	24,906	85,861	64,793
TELECOMMUNICATIONS	1,571	1,506	2,446	1,795	1,665	1,686	1,687
SOFTWARE SUPPORT	6,604	2,708	16,428	47,675	15,059	10,632	14,345
FACILITY SERVICES	7,228	1,013	720	12,760	1,021	1,769	3,125
LABORATORY	3,067	4,549	3,882	1,792	3,449	(1,683)	4,651
MISCELLANEOUS	575	12,752	748	1,366	2,605	9,777	1,971
	<u>119,824</u>	<u>152,634</u>	<u>115,478</u>	<u>168,693</u>	<u>59,550</u>	<u>192,429</u>	<u>164,304</u>
PLANT SALARIES, BENEFITS & PR TAXES							
PLANT SALARIES	77,472	82,717	84,123	88,238	86,865	89,272	88,518
PLANT BENEFITS	17,506	26,993	26,757	27,245	24,759	25,665	25,688
PLANT PR TAXES	7,468	7,855	8,338	4,774	8,328	8,771	9,214
	<u>102,446</u>	<u>117,566</u>	<u>119,219</u>	<u>120,257</u>	<u>119,951</u>	<u>123,709</u>	<u>123,421</u>
MAINTENANCE & COLLECTIONS EXPENSE							
MAINTENANCE OF LINES	0	4,162	133	29	2,912	700	6,540
DISTRICT LIFT STATION MAINTENANCE	5,863	9,797	9,247	23,164	15,479	14,051	9,576
CITY LIFT STATION MAINTENANCE	6,328	8,904	12,207	9,904	2,880	353	6,306
FIELD BLDG MAINTENANCE	1,131	1,244	1,052	1,240	1,510	953	1,076
DECANT FACILITY MAINTENANCE	0	0	0	0	0	0	6,056
SOFTWARE MAINT & LIFT STATION TELEMTRY	25,060	7,194	7,434	7,471	7,434	8,057	8,671
TELECOMMUNICATIONS	1,202	1,227	2,067	1,245	1,222	1,221	1,221
CHEMICALS & ODOR CONTROL	3,721	6,391	3,322	4,703	2,240	3,568	4,561
SYSTEM EXPENSE	1,911	2,172	1,890	1,672	1,088	3,621	10,364
SAFETY	3,016	1,992	1,655	278	80	786	147
FIELD BLDG RENT	3,104	3,104	3,104	3,104	3,104	3,104	3,104
	<u>51,336</u>	<u>46,187</u>	<u>42,111</u>	<u>52,810</u>	<u>37,949</u>	<u>36,415</u>	<u>57,623</u>
MAINTENANCE & COLLECTIONS SALARIES, BENEFITS & PR TAXES							
MAINTENANCE & COLLECTIONS SALARIES	107,163	107,339	115,531	118,151	108,753	107,311	112,833
MAINTENANCE & COLLECTIONS BENEFITS	32,777	32,796	35,789	36,008	33,965	33,897	34,888
MAINTENANCE & COLLECTIONS PR TAXES	10,381	9,956	11,034	7,460	10,268	10,547	11,446
	<u>150,321</u>	<u>150,090</u>	<u>162,354</u>	<u>161,619</u>	<u>152,987</u>	<u>151,756</u>	<u>159,167</u>
ADMINISTRATIVE EXPENSE							
OFFICE SUPPLIES & MAINTENANCE	14,963	19,917	12,506	20,174	6,532	13,015	10,158
DUES, CERTS & SUBSCRIPTIONS	330	307	289	176	275	0	0
TELECOMMUNICATIONS	543	533	694	650	584	587	587
ADVERTISING, PROMO & PUBLIC EDUCATION	839	793	1,134	353	320	1,632	144
	<u>16,675</u>	<u>21,550</u>	<u>14,623</u>	<u>21,352</u>	<u>7,711</u>	<u>15,233</u>	<u>10,889</u>
ADMINISTRATIVE SALARIES, BENEFITS & PR TAXES							
ADMINISTRATIVE SALARIES	58,696	59,566	59,470	60,350	59,786	60,404	57,320
ADMINISTRATIVE BENEFITS	16,013	17,857	17,879	17,963	17,374	17,425	17,131
ADMINISTRATIVE PR TAXES	5,280	5,254	5,289	4,441	5,225	5,368	5,139
	<u>79,989</u>	<u>82,676</u>	<u>82,638</u>	<u>82,754</u>	<u>82,385</u>	<u>83,196</u>	<u>79,591</u>
BUSINESS TAXES & INSURANCE							
EXCISE TAX	34,529	34,163	33,305	33,478	37,362	38,962	32,283

PROPERTY/DIKING TAX & FIRE DISTRICT FEE	14,766	5,339	0	0	0	0	26,105
OPERATING LICENSES & PERMITS	15,311	6,455	0	31	0	0	21,797
PROPERTY INSURANCE	30,608	30,608	30,608	30,608	30,608	30,608	30,608
	95,214	76,564	63,913	64,117	67,969	69,569	88,968

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LAKE STEVENS SEWER DISTRICT
COMPARATIVE STATEMENTS OF OPERATIONS - 9 MONTHS ENDED SEPTEMBER 30, 2023

	CURRENT MONTH	SAME MO LAST YR	INCREASE (DECREASE)	CURRENT Y-T-D	LAST Y-T-D	INCREASE (DECREASE)	YTD % INCR/(DECR)
OPERATING REVENUE							
RESIDENTIAL SERVICE	1,376,892	1,359,367	17,526	12,344,963	11,269,685	1,075,278	9.54%
COMMERCIAL SERVICE	127,170	130,688	(3,518)	930,245	683,126	247,118	36.17%
SCHOOL SERVICE	8,021	(15,301)	23,322	114,090	91,052	23,038	25.30%
	<u>1,512,083</u>	<u>1,474,753</u>	<u>37,329</u>	<u>13,389,298</u>	<u>12,043,864</u>	<u>1,345,434</u>	<u>11.17%</u>
PERMIT FEES	3,350	14,000	(10,650)	72,900	84,525	(11,625)	(13.75%)
OTHER SEWER REVENUE	1,514	37,928	(36,414)	315,160	276,884	38,276	13.82%
TOTAL OPERATING REVENUE	<u>1,516,947</u>	<u>1,526,682</u>	<u>(9,735)</u>	<u>13,777,358</u>	<u>12,405,273</u>	<u>1,372,085</u>	<u>11.06%</u>
OPERATING EXPENSES							
PLANT OPERATIONS EXPENSE	164,304	120,281	44,023	1,226,954	1,133,476	93,478	8.25%
PLANT SALARIES & BENEFITS & PR TAXES	123,421	124,845	(1,424)	1,079,385	1,012,077	67,308	6.65%
MAINT & COLLECTIONS EXPENSE	57,623	65,594	(7,971)	417,041	313,994	103,046	32.82%
MAINT & COLLECTIONS UTILITIES	13,175	12,488	687	142,299	144,512	(2,214)	(1.53%)
MAINT SALARIES & BENEFITS & PR TAXES	159,167	130,776	28,391	1,402,366	1,147,447	254,919	22.22%
ADMIN EXPENSE	10,889	15,560	(4,671)	146,181	144,872	1,309	0.90%
ADMIN SALARIES & BENEFITS & PR TAXES	79,591	79,749	(158)	756,229	718,794	37,435	5.21%
COMMISSIONERS' SALARIES	768	1,792	(1,024)	12,416	15,104	(2,688)	(17.80%)
CUSTOMER RECORDS & COLLECTION	10,441	8,603	1,838	88,361	79,161	9,200	11.62%
CONF, TRVL, MILEAGE, MEALS & VEHICLE	7,392	5,799	1,592	45,830	44,254	1,576	3.56%
TRAINING & SCHOOLING	0	0	0	0	104	(104)	(100.00%)
BUSINESS TAXES & INSURANCE	88,968	51,989	36,979	652,982	506,349	146,633	28.96%
ENGINEERING	561	606	(45)	7,902	12,477	(4,574)	(36.66%)
LEGAL	3,984	2,655	1,329	40,832	60,918	(20,086)	(32.97%)
BOND ISSUANCE COST	0	0	0	1,500	1,500	0	0.00%
STATE AUDITOR	0	639	(639)	0	752	(752)	(100.00%)
CPA	0	0	0	27,773	52,888	(25,115)	(47.49%)
HUMAN RESOURCES	0	11	(11)	33	33	0	0.00%
FINANCIAL	0	2,499	(2,499)	0	6,929	(6,929)	(100.00%)
CITY OPERATING FEE	1,250	1,250	0	11,250	11,250	0	0.00%
TOTAL OPERATING EXPENSE	<u>721,532</u>	<u>625,136</u>	<u>96,397</u>	<u>6,059,332</u>	<u>5,406,890</u>	<u>652,442</u>	<u>12.07%</u>
OPERATING INCOME	<u>795,415</u>	<u>901,546</u>	<u>(106,131)</u>	<u>7,718,026</u>	<u>6,998,383</u>	<u>719,643</u>	<u>10.28%</u>
OTHER REVENUE							
INTEREST ON ASSESSMENTS	146	0	146	146	361	(215)	(59.65%)
INTEREST ON INVESTMENTS, NET	127,554	50,797	76,757	990,579	204,408	786,172	384.61%
CONTRIBUTED CAPITAL-CONN FEES	0	135,000	(135,000)	821,486	598,249	223,237	37.32%
CONTRIBUTED CAPITAL-SWI BASIN CHARGE	0	0	0	7,975	6,380	1,595	25.00%
CONTRIBUTED CAPITAL-CALLOW RD BASIN CHA	0	0	0	0	0	0	0.00%
CONTRIBUTED CAPITAL-OTHER	0	4,651	(4,651)	71,634	4,863	66,772	1373.13%
NET RENTAL INCOME (LOSS)	2,461	2,160	300	23,250	23,059	191	0.83%
OTHER INTEREST INCOME	5	113	(108)	2,271	798	1,473	184.66%
GAIN ON SALE OF FIXED ASSET	0	0	0	0	10,000	(10,000)	(100.00%)
TOTAL NONOPERATING REVENUE (EXPENSES)	<u>130,165</u>	<u>192,721</u>	<u>(62,556)</u>	<u>1,917,341</u>	<u>848,117</u>	<u>1,069,224</u>	<u>126.07%</u>
OTHER DEDUCTIONS							
INTEREST EXPENSE	125,628	140,571	(14,943)	1,150,451	1,284,948	(134,497)	(10.47%)
PRETREATMENT GRANT PROGRAM	0	0	0	0	0	0	0.00%
TOTAL OTHER DEDUCTIONS	<u>125,628</u>	<u>140,571</u>	<u>(14,943)</u>	<u>1,150,451</u>	<u>1,284,948</u>	<u>(134,497)</u>	<u>(10.47%)</u>
NET INCOME BEFORE NON CASH TRANSACTION	<u>799,951</u>	<u>953,696</u>	<u>(153,745)</u>	<u>8,484,916</u>	<u>6,561,552</u>	<u>1,923,364</u>	<u>29.31%</u>
NON CASH REVENUE AND (EXPENSE)							
CONTRIBUTED CAPITAL-DONATED (REV)	0	484,551	(484,551)	438,875	1,146,337	(707,462)	(61.72%)
DEPRECIATION & AMORTIZATION (EXP)	(551,622)	(548,323)	(3,299)	(4,948,655)	(4,904,261)	(44,394)	0.91%
TOTAL NON CASH REVENUE AND (EXPENSE)	<u>(551,622)</u>	<u>(63,772)</u>	<u>(487,850)</u>	<u>(4,509,780)</u>	<u>(3,757,924)</u>	<u>(751,856)</u>	<u>20.01%</u>
CHANGE IN NET POSITION - NET INCOME (LOSS)	<u>248,329</u>	<u>889,924</u>	<u>(641,595)</u>	<u>3,975,136</u>	<u>2,803,628</u>	<u>1,171,508</u>	<u>41.79%</u>

LAKE STEVENS SEWER DISTRICT
COMPARATIVE STATEMENTS OF OPERATIONS - 9 MONTHS ENDED SEPTEMBER 30, 2023

	CURRENT MONTH	SAME MO LAST YR	INCREASE (DECREASE)	CURRENT Y-T-D	LAST Y-T-D	INCREASE (DECREASE)	YTD % INCR/(DECR)
OTHER SEWER REVENUE							
FORFEITURE DISC & PENALTIES	(2,095)	25,386	(27,481)	173,748	160,287	13,461	8.40%
INTEREST CHARGES	1,942	2,202	(261)	19,851	15,513	4,339	27.97%
FOG PROGRAM FEE	500	2,700	(2,200)	70,075	54,225	15,850	29.23%
DEVELOPER ADMIN CHARGES	1,025	7,277	(6,252)	19,650	33,651	(14,002)	(41.61%)
OTHER MISC REVENUES	143	363	(220)	31,836	13,208	18,628	141.04%
	<u>1,514</u>	<u>37,928</u>	<u>(36,414)</u>	<u>315,160</u>	<u>276,884</u>	<u>38,276</u>	<u>13.82%</u>
PLANT OPERATIONS EXPENSES							
UTILITIES	37,406	34,839	2,567	247,734	277,336	(29,602)	(10.67%)
CHEMICALS	14,933	32,740	(17,807)	289,890	267,130	22,760	8.52%
BIOSOLIDS	21,394	20,145	1,250	162,970	145,000	17,969	12.39%
EQUIPMENT & SUPPLIES	64,793	17,757	47,036	265,696	209,606	56,090	26.76%
TELECOMMUNICATIONS	1,687	1,774	(87)	15,996	14,842	1,154	7.77%
SOFTWARE SUPPORT	14,345	3,230	11,115	146,947	102,914	44,034	42.79%
FACILITY SERVICES	3,125	4,610	(1,486)	29,454	71,423	(41,968)	(58.76%)
LABORATORY	4,651	3,263	1,387	28,813	22,757	6,056	26.61%
MISCELLANEOUS	1,971	1,924	47	39,453	22,468	16,986	75.60%
	<u>164,304</u>	<u>120,281</u>	<u>44,023</u>	<u>1,226,954</u>	<u>1,133,476</u>	<u>93,478</u>	<u>8.25%</u>
PLANT SALARIES, BENEFITS & PR TAXES							
PLANT SALARIES	88,518	89,224	(706)	780,835	739,430	41,405	5.60%
PLANT BENEFITS	25,688	26,941	(1,253)	226,392	210,351	16,040	7.63%
PLANT PR TAXES	9,214	8,680	535	72,159	62,296	9,863	15.83%
	<u>123,421</u>	<u>124,845</u>	<u>(1,424)</u>	<u>1,079,385</u>	<u>1,012,077</u>	<u>67,308</u>	<u>6.65%</u>
MAINTENANCE & COLLECTIONS EXPENSES							
MAINTENANCE OF LINES	6,540	2,425	4,115	37,034	3,465	33,569	968.74%
DISTRICT LIFT STATION MAINTENANCE	9,576	32,293	(22,717)	97,955	69,749	28,206	40.44%
CITY LIFT STATION MAINTENANCE	6,306	2,979	3,327	51,016	16,583	34,433	207.64%
FIELD BLDG MAINTENANCE	1,076	970	107	9,823	10,480	(656)	(6.26%)
DECANT FACILITY MAINTENANCE	6,056	0	6,056	6,391	816	5,575	682.91%
SOFTWARE MAINT & LIFT STATION TELEMTRY	8,671	10,822	(2,151)	104,918	89,697	15,221	16.97%
TELECOMMUNICATIONS	1,221	1,180	41	11,773	9,092	2,681	29.49%
CHEMICALS & ODOR CONTROL	4,561	3,326	1,235	34,795	32,090	2,706	8.43%
SYSTEM EXPENSE	10,364	6,311	4,054	25,153	39,810	(14,658)	(36.82%)
SAFETY	147	2,185	(2,038)	10,245	14,275	(4,030)	(28.23%)
FIELD BLDG RENT	3,104	3,104	0	27,936	27,936	0	0.00%
	<u>57,623</u>	<u>65,594</u>	<u>(7,971)</u>	<u>417,041</u>	<u>313,994</u>	<u>103,046</u>	<u>32.82%</u>
MAINTENANCE & COLLECTIONS SALARIES, BENEFITS & PR TAXES							
MAINTENANCE & COLLECTIONS SALARIES	112,833	93,170	19,664	1,001,876	829,414	172,462	20.79%
MAINTENANCE & COLLECTIONS BENEFITS	34,888	28,942	5,945	308,294	256,387	51,907	20.25%
MAINTENANCE & COLLECTIONS PR TAXES	11,446	8,664	2,782	92,196	61,646	30,550	49.56%
	<u>159,167</u>	<u>130,776</u>	<u>28,391</u>	<u>1,402,366</u>	<u>1,147,447</u>	<u>254,919</u>	<u>22.22%</u>
ADMINISTRATIVE EXPENSE							
OFFICE SUPPLIES & MAINTENANCE	10,158	14,399	(4,241)	128,540	125,565	2,975	2.37%
DUES, CERTS & SUBSCRIPTIONS	0	0	0	6,702	4,958	1,744	35.17%
TELECOMMUNICATIONS	587	514	73	5,245	5,328	(84)	(1.57%)
ADVERTISING, PROMO & PUBLIC EDUCATION	144	647	(503)	5,695	9,021	(3,326)	(36.87%)
	<u>10,889</u>	<u>15,560</u>	<u>(4,671)</u>	<u>146,181</u>	<u>144,872</u>	<u>1,309</u>	<u>0.90%</u>
ADMINISTRATIVE SALARIES, BENEFITS & PR TAXES							
ADMINISTRATIVE SALARIES	57,320	56,317	1,003	546,651	502,912	43,739	8.70%
ADMINISTRATIVE BENEFITS	17,131	18,500	(1,368)	162,023	163,167	(1,144)	(0.70%)
ADMINISTRATIVE PR TAXES	5,139	4,932	207	47,555	52,715	(5,160)	(9.79%)
	<u>79,591</u>	<u>79,749</u>	<u>(158)</u>	<u>756,229</u>	<u>718,794</u>	<u>37,435</u>	<u>5.21%</u>

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BUSINESS TAXES & INSURANCE

EXCISE TAX	32,283	30,321	1,962	309,603	251,998	57,605	22.86%
PROPERTY/DIKING TAX & FIRE DISTRICT FEE	0	16	(16)	20,106	18,687	1,419	7.59%
OPERATING LICENSES & PERMITS	26,078	0	26,078	47,975	40,798	7,177	17.59%
PROPERTY INSURANCE	30,608	21,652	8,956	275,298	194,866	80,432	41.28%
	<u>88,968</u>	<u>51,989</u>	<u>36,979</u>	<u>652,982</u>	<u>506,349</u>	<u>146,633</u>	<u>28.96%</u>

Lake Stevens Sewer District
Costs Per Equivalent Residential Unit (ERU)
Fiscal Year 2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Average
Customers per ERU	14,875	14,775	15,033	14,805	14,930	15,212	15,098	15,244	15,274				15,027
ERU Amount	99.00	99.00	99.00	99.00	99.00	99.00	99.00	99.00	99.00				99.00
Capital Contributions	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00	9.00				9.00
Administration Operations	11.59	11.52	12.20	13.17	10.86	11.26	10.04	10.41	11.57				11.40
Maintenance Operations	13.32	14.02	12.38	13.08	13.04	13.97	12.05	11.23	13.87				13.00
Plant Operations	14.00	16.96	12.46	16.20	13.85	17.16	10.28	17.81	17.00				15.08
Depreciation Expense	34.48	35.20	32.05	34.31	33.73	33.60	32.82	32.28	33.82				33.59
Debt Expense (Interest/Amortization)	7.30	7.14	7.01	7.12	7.06	6.76	7.19	6.71	6.70				7.00
Average Monthly Debt Principal Pmt	30.28	30.48	29.96	30.42	30.16	29.61	29.83	29.54	29.49				29.97
Total Monthly Costs per ERU	119.96	124.31	115.07	123.29	117.71	121.37	111.22	116.98	121.45				119.04
ERU Residual (Deficit)	(20.96)	(25.31)	(16.07)	(24.29)	(18.71)	(22.37)	(12.22)	(17.98)	(22.45)				(20.04)

**Lake Stevens Sewer District
Maintenance & Operations Budget Variance
Fiscal Year 2023**

	Jan Costs	Feb Costs	March Costs	April Costs	May Costs	Jun Costs	Jul Costs	Aug Costs	Sep Costs	Oct Costs	Nov Costs	Dec Costs	Monthly Budget Average	Budget To Date	Bud To Date vs Actual	Actual To Date	Actual to Date vs Total Budget	Total Budget
Administrative Expenses	124,527	117,525	108,415	110,134	109,285	120,911	102,701	112,611	101,867				127,107	1,143,960	88%	1,007,976	66%	1,525,280
Business Tax & Insurance Expenses	64,250	62,417	95,214	76,564	63,913	64,117	67,969	69,569	88,968				72,333	651,000	100%	652,982	75%	868,000
Advisor Expenses	2,327	6,025	12,893	31,851	10,007	5,759	3,493	1,763	4,545				27,250	245,250	32%	78,663	24%	327,000
Field Maintenance & Operation Expenses	221,034	227,805	221,005	218,244	221,542	238,317	210,579	199,912	235,843				249,735	2,247,615	89%	1,994,280	67%	2,996,820
Plant Maintenance & Operation Expenses	232,241	275,670	222,438	270,320	235,275	292,612	179,683	316,885	289,059				287,525	2,587,725	89%	2,314,182	67%	3,450,300
Other Rate Expenses	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250				1,250	11,250	100%	11,250	75%	15,000
Grand Totals:	645,629	690,691	661,215	708,363	641,271	722,965	565,676	701,989	721,532	0	0	0	765,200	6,886,799	88%	6,059,332	66%	9,182,400

YTD Completed %	75%
Actual Expense for 9 months	6,059,332
Monthly Budget Average for 9 months	6,886,799
Over (Under) Budget	<u>(827,467)</u>

As of September 30, 2023

Account Number	Account Title	Current Month Actual	Current Year To Date Actual	Year To Date Budget	Over (Under) Year To Date Budget	Current Year Budget	% of Budget Expended
Administrative Expenses							
508-10	ADMIN MEDICARE PR TAX	834	8,064	8,438	(373)	11,250	72%
508-11	ADMIN FICA PR TAX	3,565	34,482	35,888	(1,406)	47,850	72%
508-50	MERCHANT SERVICES FEE	(564)	3,446	9,000	(5,554)	12,000	29%
623-05	DIST UTILITIES OFFICE	470	4,497	4,680	(183)	6,240	72%
903-00	CUSTOMER RECORDS & COLLECTION	10,441	88,361	93,750	(5,389)	125,000	71%
903-01	LIEN FILING EXPENSE	0	193	75	118	100	193%
903-02	FORECLOSURE EXPENSE	0	1,171	1,875	(704)	2,500	47%
920-00	ADMIN REGULAR SALARIES	57,320	546,651	584,025	(37,374)	778,700	70%
920-01	ADMIN COMP TIME PAYOUT	0	0	3,750	(3,750)	5,000	0%
920-02	ADMIN HOLIDAY PAYOUT	0	0	750	(750)	1,000	0%
920-03	ADMIN VACATION PAYOUT	0	0	15,000	(15,000)	20,000	0%
920-30	COMMISSIONERS SALARIES	768	12,416	18,750	(6,334)	25,000	50%
921-00	ADMINISTRATIVE SUPPLIES	1,650	14,417	16,500	(2,083)	22,000	66%
921-01	EMPLOYEE APPRECIATION	0	843	3,750	(2,907)	5,000	17%
921-02	ELECTION COSTS	0	0	18,750	(18,750)	25,000	0%
921-03	COMPUTER MAINTENANCE EXPENSE	4,318	37,562	41,250	(3,688)	55,000	68%
921-04	OFFICE FURNITURE & EQUIPMENT	0	3,746	375	3,371	500	749%
921-05	ADV/PROMOTION/PUBLIC EDUC	144	4,851	4,500	351	6,000	81%
921-06	ADMIN COMPUTER SOFTWARE MAINT	2,008	23,887	23,250	637	31,000	77%
921-10	ADMIN VEHICLE EXPENSE	35	424	750	(326)	1,000	42%
921-12	ADMIN CONF/TRAVEL/MILAGE/MEALS	144	4,988	4,500	488	6,000	83%
921-16	DUES CERTS & SUBSCRIPTIONS	0	6,702	25,500	(18,798)	34,000	20%
921-20	ADMIN TRAINING/SCHOOLING	0	0	0	0	0	0%
921-31	ADMIN SAFETY	0	336	1,500	(1,164)	2,000	17%
926-00	ADMIN L&I PR TAX	403	1,755	2,588	(833)	3,450	51%
926-10	ADMIN WA SL PR TAX	338	3,254	3,450	(196)	4,600	71%
926-30	ADMIN MEDICAL INSURANCE	11,116	101,998	112,500	(10,502)	150,000	68%
926-40	ADMIN PERS	5,463	55,073	65,921	(10,848)	87,895	63%
926-50	ADMIN DCP ER	552	4,953	5,846	(894)	7,795	64%
930-00	MISC GENERAL EXPENSE	0	1,700	375	1,325	500	340%
930-30	DIST TELEPHONE VBC	433	3,889	3,900	(11)	5,200	75%
930-34	ADMIN CELLULAR PHONE	154	1,356	1,650	(294)	2,200	62%
932-00	VBC FACILITY MAINTENANCE	2,275	36,960	31,125	5,835	41,500	89%
933-00	CASH OVER AND SHORT	0	0	0	0	0	0%
Administration Expenses Total:		101,867	1,007,976	1,143,960	(135,984)	1,525,280	66%
Business Taxes & Insurance							
508-00	EXCISE TAX	32,283	309,603	303,750	5,853	405,000	76%
508-30	PROPERTY & DIKING TAX	0	20,106	24,750	(4,644)	33,000	61%
508-40	OPERATING LICENSES & PERMITS	26,078	47,975	45,000	2,975	60,000	80%
924-00	DIST PROPERTY INSURANCE	30,608	275,298	277,500	(2,203)	370,000	74%
Taxes & Insurance Total:		88,968	652,982	651,000	1,982	868,000	75%
Advisor Expenses							
923-11	STATE AUDITOR	0	0	18,750	(18,750)	25,000	0%
923-12	CPA	0	27,773	57,000	(29,228)	76,000	37%
923-13	HUMAN RESOURCES	0	33	375	(342)	500	7%
923-14	FINANCIAL	0	0	750	(750)	1,000	0%
923-20	LEGAL	3,984	40,832	150,000	(109,168)	200,000	20%
923-30	ENGINEERS	561	7,902	15,000	(7,098)	20,000	40%
923-40	OUTSIDE HELP	0	623	2,250	(1,627)	3,000	21%
923-80	BOND ISSUANCE COST	0	1,500	1,125	375	1,500	100%
Advisor Expenses Total:		4,545	78,663	245,250	(166,587)	327,000	24%
Field Maintenance & Collections							

As of September 30, 2023

Account Number	Account Title	Current Month Actual	Current Year To Date Actual	Year To Date Budget	Over (Under) Year To Date Budget	Current Year Budget	% of Budget Expended
508-12	FIELD MEDICARE PR TAX	1,645	14,626	16,350	(1,724)	21,800	67%
508-13	FIELD FICA PR TAX	7,033	62,432	69,750	(7,318)	93,000	67%
613-00	DIST MAINTENANCE OF LINES	0	25,217	6,000	19,217	8,000	315%
613-01	DIST - I & I	6,540	11,733	6,750	4,983	9,000	130%
613-02	DIST MANHOLE ADJUSTMENTS	0	84	11,250	(11,166)	15,000	1%
623-00	DIST UTILITIES OTHER LS	5,895	53,706	54,600	(894)	72,800	74%
623-01	DIST UTILITIES LS 5	260	3,299	4,313	(1,013)	5,750	57%
623-03	DIST UTILITIES LS 12	730	7,970	9,000	(1,030)	12,000	66%
623-04	CITY UTILITIES OTHER LS	832	8,872	10,163	(1,290)	13,550	65%
623-06	DIST UTILITIES LS 15	2,232	26,615	34,313	(7,697)	45,750	58%
623-07	CITY UTILITIES LS 1	707	11,634	15,600	(3,966)	20,800	56%
623-08	CITY UTILITIES LS 8	1,435	14,423	14,063	361	18,750	77%
623-09	DIST UTILITIES LS 17	733	7,543	9,360	(1,817)	12,480	60%
623-10	DIST UTILITIES FIELD MNT BLDG	351	8,235	11,700	(3,465)	15,600	53%
626-00	DIST OTHER LS MAINTENANCE	8,118	85,226	52,500	32,726	70,000	122%
626-01	DIST LS 5 MAINTENANCE	31	598	750	(152)	1,000	60%
626-02	DIST LS 12 MAINTENANCE	263	4,767	4,500	267	6,000	79%
626-03	DIST LS 15 MAINTENANCE	781	5,585	5,250	335	7,000	80%
626-04	CITY OTHER LS MAINTENANCE	1,217	11,128	11,250	(122)	15,000	74%
626-05	CITY LS 1 MAINTENANCE	512	30,307	26,250	4,057	35,000	87%
626-06	CITY LS 8 MAINTENANCE	4,577	9,581	7,500	2,081	10,000	96%
626-07	DIST LS 17 MAINTENANCE	384	1,780	1,500	280	2,000	89%
626-10	FIELD BLDG MAINTENANCE	823	7,428	7,200	228	9,600	77%
626-12	DECANT MAINTENANCE	6,056	6,391	4,500	1,891	6,000	107%
640-00	FIELD REGULAR SALARIES	103,354	925,528	1,029,750	(104,222)	1,373,000	67%
640-01	FIELD COMP TIME PAYOUT	7,029	54,198	87,975	(33,777)	117,300	46%
640-02	FIELD HOLIDAY PAYOUT	0	0	2,250	(2,250)	3,000	0%
640-03	FIELD VACATION PAYOUT	0	0	2,250	(2,250)	3,000	0%
640-04	FIELD CERTIFICATION PAY	2,450	22,150	26,250	(4,100)	35,000	63%
641-05	ODOR CONTROL	4,561	34,795	41,250	(6,455)	55,000	63%
643-00	MAINT/COLL TOOLS & SUPPLIES	5,320	18,400	22,500	(4,100)	30,000	61%
921-07	FIELD ADMIN SUPPLIES & EQUIP	253	2,395	2,250	145	3,000	80%
921-08	FIELD COMPUTER SOFTWARE MAINT	8,671	104,918	123,750	(18,832)	165,000	64%
921-09	FIELD VEHICLE EQUIPMENT	5,044	6,753	7,500	(747)	10,000	68%
921-11	FIELD VEHICLE EXPENSE	2,845	22,305	18,750	3,555	25,000	89%
921-13	FIELD CONF/TRAVEL/MILAGE/MEALS	3,033	10,271	22,500	(12,229)	30,000	34%
921-21	FIELD TRAINING/SCHOOLING	0	0	0	0	0	0%
921-30	FIELD SAFETY	147	10,245	60,000	(49,755)	80,000	13%
926-01	FIELD L&I PR TAX	2,111	9,368	14,700	(5,332)	19,600	48%
926-11	FIELD WA SL PR TAX	657	5,770	6,675	(905)	8,900	65%
926-31	FIELD MEDICAL INSURANCE	23,237	200,816	213,975	(13,159)	285,300	70%
926-42	FIELD PERS	10,753	99,617	121,500	(21,883)	162,000	61%
926-51	FIELD DCP ER	897	7,861	8,250	(389)	11,000	71%
930-10	DIST TELEPHONE FIELD MNT BLDG	270	2,477	3,075	(598)	4,100	60%
930-38	FIELD CELLULAR PHONE	951	9,297	9,750	(453)	13,000	72%
931-10	FACILITY RENT PUD BUILDING	3,104	27,936	28,305	(369)	37,740	74%
Field Maintenance & Collections Total:		235,843	1,994,280	2,247,615	(253,335)	2,996,820	67%

As of September 30, 2023

Account Number	Account Title	Current Month Actual	Current Year To Date Actual	Year To Date Budget	Over (Under) Year To Date Budget	Current Year Budget	% of Budget Expended
Plant Maintenance & Operation							
508-14	PLANT MEDICARE PR TAX	1,297	11,437	10,800	637	14,400	79%
508-15	PLANT FICA PR TAX	5,544	48,903	48,150	753	64,200	76%
640-50	PLANT REGULAR SALARIES	81,417	698,013	760,500	(62,487)	1,014,000	69%
640-51	PLANT COMP TIME PAYOUT	5,751	54,660	68,250	(13,590)	91,000	60%
640-52	PLANT HOLIDAY PAYOUT	0	2,650	6,000	(3,350)	8,000	33%
640-53	PLANT VACATION PAYOUT	0	13,561	11,250	2,311	15,000	90%
640-54	PLANT CERTIFICATION PAY	1,350	11,950	12,000	(50)	16,000	75%
801-01	PLANT ELECTRICITY	32,638	221,951	307,500	(85,549)	410,000	54%
801-02	PLANT NATURAL GAS	3,592	14,866	18,750	(3,884)	25,000	59%
801-03	PLANT WATER	211	1,762	2,250	(488)	3,000	59%
801-04	PLANT GARBAGE	964	9,156	10,500	(1,344)	14,000	65%
802-01	POLYMERS	14,933	171,665	176,250	(4,585)	235,000	73%
802-02	PH CONTROL	0	58,668	75,000	(16,332)	100,000	59%
802-03	SODIUM HYPOCHLORITE	0	59,557	56,250	3,307	75,000	79%
803-01	BIOSOLIDS HAULING/DISPOSAL	21,394	162,116	172,500	(10,384)	230,000	70%
803-02	BIOSOLIDS ANALYSIS	0	854	3,000	(2,146)	4,000	21%
804-01	MAJOR EQUIPMENT & SERVICE	30,561	175,889	168,000	7,889	224,000	79%
804-02	PLANT MAINT & OPER SUPPLIES	34,232	89,807	150,000	(60,193)	200,000	45%
805-02	PLANT TELEPHONE	411	3,616	3,900	(284)	5,200	70%
805-03	PLANT INTERNET	521	4,994	7,500	(2,506)	10,000	50%
805-04	PLANT TELEMETRY	330	2,988	3,000	(12)	4,000	75%
805-05	PLANT CELLULAR PHONE	424	4,398	5,250	(852)	7,000	63%
806-01	PLANT COMPUTER SOFTWARE MAINT	14,345	144,351	131,250	13,101	175,000	82%
806-02	LEVERAGE SN SOFTWARE SUPPORT	0	0	0	0	0	0%
806-04	WIN 911 ALARM SOFTWARE SUPPORT	0	2,597	0	2,597	0	0%
807-01	MILLIPORE (LAB DI WTR SYSTEM)	0	6,538	5,625	913	7,500	87%
807-04	JANITORIAL	720	6,480	6,525	(45)	8,700	74%
807-05	OTHER SERVICES	2,405	16,437	24,750	(8,313)	33,000	50%
808-01	LABORATORY SUPPLIES	3,103	22,167	18,750	3,417	25,000	89%
808-02	LABORATORY QA/QC SAMPLES	0	0	1,200	(1,200)	1,600	0%
808-03	LABORATORY ACCREDITATION	840	840	1,950	(1,110)	2,600	32%
808-04	LABORATORY OUTSIDE ANALYSIS	707	5,806	9,000	(3,194)	12,000	48%
809-01	PLANT SAFETY	1,360	37,766	33,750	4,016	45,000	84%
809-02	PLANT CONF/TRAVEL/MILAGE/MEALS	1,075	6,212	5,250	962	7,000	89%
809-04	PLANT OTHER ADMIN SUPPLIES	611	1,687	1,500	187	2,000	84%
809-05	PLANT VEHICLE EXPENSE	259	1,630	1,125	505	1,500	109%
926-02	PLANT L&I PR TAX	1,858	7,273	10,688	(3,414)	14,250	51%
926-12	PLANT WA SL PR TAX	515	4,545	4,950	(405)	6,600	69%
926-32	PLANT MEDICAL INSURANCE	16,893	144,881	158,700	(13,819)	211,600	68%
926-43	PLANT PERS	8,116	75,406	90,113	(14,707)	120,150	63%
926-52	PLANT DCP ER	680	6,105	6,000	105	8,000	76%
Plant Maintenance & Operations Total:		<u>289,059</u>	<u>2,314,182</u>	<u>2,587,725</u>	<u>(273,543)</u>	<u>3,450,300</u>	<u>67%</u>
Other Rate Expenses							
508-42	CITY OPERATING FEE	1,250	11,250	11,250	0	15,000	75%
Other Rate Expenses Total:		<u>1,250</u>	<u>11,250</u>	<u>11,250</u>	<u>0</u>	<u>15,000</u>	<u>75%</u>
Grand Totals:		<u>721,532</u>	<u>6,059,332</u>	<u>6,886,800</u>	<u>(827,468)</u>	<u>9,182,400</u>	<u>66%</u>

CAPITAL PROJECT BUDGET TO ACTUAL SUMMARY

FUND 58

As of September 30, 2023

	Estimated Cost ⁽¹⁾	Actuals	Remaining Budget
Gravity Sewer System Repair & Replacement	\$1,500,000	\$0	\$1,500,000
Anoxic Zone Wall Improvements (WWTF)	\$6,000	\$0	\$6,000
TIN Optimization Report (WWTF)	\$30,000	\$0	\$30,000
Main & 18th St Imp/20th St NE & Bus. Loop Rd	\$1,150,000	\$126,193	\$1,023,807
24th & SR9 Gravity Crossing (G7-B)	\$500,000	\$265,508	\$234,492
LS 2C Upgrade (E2-A)	\$2,700,000	\$288,904	\$2,411,096
LS 2C Upgrade - Force Main (E2-C)	\$2,730,000	\$173,399	\$2,556,601
LS 5C Decommission (E4)	\$491,000	\$37,420	\$453,580
LS 4C Rehab(E4)	\$504,000	\$25,606	\$478,394
LS 6C Rehab (E4)	\$715,000	\$24,973	\$690,027
LS 11 Rehab (G4)	\$590,000	\$0	\$590,000
Process Blower Enclosure Cooling (WWTF)	\$87,200	\$0	\$87,200
Mixed Liquor Alkalinity Addition System Improvements (WWTF)	\$130,300	\$9,018	\$121,282
Carbon Addition System (WWTF)	\$231,100	\$0	\$231,100
VBC Office Upgrades - Generator & 2nd Floor	\$500,000	\$17,011	\$482,989
Membrane Replacement (WWTF)	\$3,858,000	\$0	\$3,858,000
LS 1C Rehab (E1-A)	\$740,000	\$22,761	\$717,239
LS 3C Rehab (E7)	\$550,000	\$0	\$550,000
131st Avenue NE (E5-B)	\$1,020,000	\$0	\$1,020,000
GE HMI Computer & VPN	\$85,000	\$0	\$85,000
SR204/SR9 Realignment	\$56,518	\$63,798	(\$7,280)
Micro-C 2000 TP Pilot Project	\$85,000	\$0	\$85,000
Vehicle Replacements	\$230,000	\$0	\$230,000
Collection System Pipe Repairs (annual amt)	\$270,000	\$1,779	\$268,221
LS 7 Generator Replacement	\$142,686	\$137,033	\$5,653
Probes (WWTF)	\$92,732	\$393	\$92,338
COLS Downtown Plan - Pre-Design	\$40,000	\$26,973	\$13,027
TOTALS	\$19,034,536	\$1,220,770	\$17,813,766

Notes

(1) Estimate from Comp plan, does not include allied costs (such as engineering, legal, etc.)

From: NOREPLY@des.wa.gov
To: [Grieser, Melonie](#)
Cc: descarssystem@des.wa.gov
Subject: Vehicle Quote - 2023-12-101 - LAKE STEVENS SEWER DISTRICT - 33101
Date: Wednesday, December 6, 2023 4:51:32 PM



CAUTION. This email originated from outside of this organization. Please exercise caution with links and attachments.

Vehicle Quote Number: 2023-12-101

[Create Purchase Request](#)
[requests](#)

[View organization purchase](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916

Dealer: Bud Clary Ford (W403)

Dealer Contact: Marie Tellinghiusen

Dealer Phone: (360) 423-4321 Ext: 10945

Organization Information

Organization: LAKE STEVENS SEWER DISTRICT - 33101

Email: melonie.grieser@lkssd.org

Quote Notes:

Vehicle Location: LAKE STEVENS

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2024-0826-0001	2024 Ford F150 Lightning, Battery Electric Vehicle (BEV)	1	\$49,704.00	\$49,704.00
2024-0826-0002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2024-0826-0003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2024-0826-0004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has	1	\$0.00	\$0.00

licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.

2024-0826-0005	INFORMATION ONLY: 2023MY: Please visit fordbbas.com or contact dealership to request Ford Police Modifier's Bulletin P-034R-1 if you will be adding aftermarket equipment (lightbars, sirens, spotlights, etc.)	1	\$0.00	\$0.00
2024-0826-0010	2024 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5.5ft bed, Dual eMotor, 98kWh Usable Capacity Standard Range High-Voltage Battery, EPA 23MY: 76 city / 61 hwy MPGe; 240 miles total range; Mobile Power Cord (120V/240V) #66A, 8350# GVWR, 275/65R 18in All-Terrain Tires, 18in Aluminum #2 Spare Tire, Rear eLocking Axle, Class IV Hitch (W1B/110A/99K/44L/145WB/66A/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specification for complete description.	1	\$0.00	\$0.00
2024-0826-0012	NEW: Dual eMotor - Extended Range Battery - Single Onboard Charging - Level 2 Peak Charging Rate of 11.5kW - 131 kWh Usable Capacity Extended Range High-Voltage Battery (8550# GVWR) (Only available w/ PRO Trim Level) (997)	1	\$10,800.00	\$10,800.00
2024-0826-0025	Back-up Alarm System (85H)	1	\$238.00	\$238.00
2024-0826-0027	Pro Power Onboard - 9.6 kW (479)	1	\$1,296.00	\$1,296.00
2024-0826-0029	NEW: Tow Technology Package (360 Degree Camera; Pro Trailer Backup Assist; Pro Trailer Hitch Assist; Trailer Reverse Guidance; Manual-folding Sideview Mirrors w/ Power Glass w/ Heat, Turn Signal and Black Skull Caps; LED Sideview Mirror Spotlights; Smart Hitch; On Board Scales) (included w/ XLT Trim) (17V)	1	\$2,106.00	\$2,106.00
2024-0826-0030	Tailgate Step (inc. Tailgate Work Surface) (63T)	1	\$464.00	\$464.00
2024-0826-0200	INFORMATION ONLY: #200-799 Dealer Installed Options. #200-249 Basic Dealer Options. #250-299 Setina Manufacturing Equipment: push bumpers, window guards, partitions, prisoner seats, and more. #300-349 Lighting: Amber lighting packages and options, Work lights, GoLights, Spotlights. #400-499 Truck bed equipment: Allied Aluminum Cab Racks, Rack-It Ladder Racks, Toolboxes by UWS, Adrian Steel, and Buyers, Ford Tonneau Covers, Bedslide cargo trays, Decked storage drawers. #500-599 LEER canopies: LEER-MT3 Commercial Aluminum canopy and LEER 100RCC Commercial Fiberglass canopy with options and topside ladder racks. #800-899 Police/Fire/Amber Lighting packages installed by Day Wireless, Longview. (To view #800-899 options, click on DISPLAY UPFIT OPTIONS at bottom of page)	1	\$0.00	\$0.00
2024-0826-0213	One (1) Extra RKE Fob w/ Flip Key, programmed (Will give you 5 Fob/Keys total) (DLR)	1	\$215.00	\$215.00
2024-0826-0215	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$135.00	\$135.00
2024-0826-0216	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (Ext/Crew Cabs) (DLR)	1	\$114.00	\$114.00
2024-0826-0217	Mud flaps, Front (DLR)	1	\$88.00	\$88.00
2024-0826-0218	Mud Flaps, Rear (DLR)	1	\$88.00	\$88.00
2024-0826-0219	Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$63.00	\$63.00
2024-0826-0220	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket,	1	\$47.00	\$47.00

uninstalled (DLR)				
2024-0826-0222	Service Manual, USB (DLR)	1	\$385.00	\$385.00
2024-0826-0223	Service Wiring Diagram, Paper (DLR)	1	\$105.00	\$105.00
2024-0826-0224	SPRAY-IN Bedliner (DLR)	1	\$552.00	\$552.00
2024-0826-0306	AMBER PACKAGE - Dual Beacon Package. (4) mPower 4in LED amber warning lights, installed (2) on front grill, (2) on rear of vehicle and (2) Ecco amber beacon lights with clear lens installed on cabguard. Wired to 8-button controller. (Requires cabguard with dual 5.5in beacon light mounting plates.) (AL306)	1	\$2,038.00	\$2,038.00
2024-0826-0310	INFORMATION ONLY: Lighting Addons: Options below require Amber Package above unless specified as standalone option.	1	\$0.00	\$0.00
2024-0826-0314	AMBER - Additional Surface Warning Lights. (2) mPower 4in LED amber warning lights installed on exterior of vehicle, wired to 8-button controller. Will give a total of 6 flashers. (Must specify placement. Requires Amber Lighting Package.) (AL314)	1	\$564.00	\$564.00
2024-0826-0328	GoLight - (1) GoLight Stryker ST Spotlight with wireless remote. 370* rotation x 135* tilt. Installed on roof unless other location specified. Installation on cabguard requires cabguard with 7in beacon mounting plates. (does not require additional amber lighting) (30004ST) (AL328)	1	\$1,012.00	\$1,012.00
2024-0826-0404	Allied Series I Cab Rack - flat perforated aluminum sheet insert with cutouts for visibility, and solid sheet for protection (ALL CBGD) (TB404)	1	\$1,221.00	\$1,221.00
2024-0826-0414	Cab Rack Option - 7in Round Beacon Light Plate, quantity (2), installed one on each side (ALL CBGD-B7) (TB414)	1	\$278.00	\$278.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$71,513.00
8.5 % Sales Tax:	\$6,078.61
Quote Total:	\$77,591.61