



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

**AGENDA  
COMMISSIONER MEETING  
DECEMBER 28, 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. **OATH OF OFFICE FOR COMMISSIONER POSITIONS #2 AND #3**
4. **PUBLIC FORUM – Non-action Items** (please limit comments to 3 minutes)
5. **AGENDA APPROVAL**
6. **CONSENT ITEMS** (The Commissioners have previously reviewed these in detail):

	<b>AMOUNT</b>	<b>CHECK #'s</b>
A. Minutes: Dec 12 <sup>th</sup> & 21 <sup>st</sup>		
B. Lien Placements (0)	NA	
Lien Releases (0)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$635,404.31	
Withdrawals	\$40,577.60	
Transfers	\$7031.29	
D. Payroll	NA	
E. 40 – Maintenance	\$32,107.18	EFT 178
	\$106,779.44	11556 - 11589
F. 48 – SRF Principle & Interest Payment	NA	
G. 58 – Capital Expenditures	\$44,980.60	11590 - 11592
H. 60 – PWTF Principle & Interest Payment	NA	
I. Housekeeping –	NA	
J. Employment Contract Amendment (3)	NA	

**7. OLD BUSINESS**

**8. NEW BUSINESS**

- A. HGAC Buy Program Interlocal Contract for Cooperative Purchasing –
- B. Resolution 1057 Reconfirming Board Schedule Location & Time –
- C. Election of 2024 Board Position, President –
- D. Election of 2024 Board Position, Secretary –

**9. MANAGERS' REPORTS**

- A. General Manager
- B. Assistant General Manager

**10. CITY REPORT**

11. COMMISSIONERS' REPORT
12. EXECUTIVE SESSION
13. 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](mailto:management@lkssd.org) will be addressed during the public comment period.



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

**MINUTES OF  
COMMISSIONER MEETING  
December 14, 2023, at 9:00 AM**

**Attendees:** Commissioners Andrea Wright, Dan Lorentzen and Kevin Kosche, District Staff: Johnathan Dix, Tracy Sambrano, Rosalind Gorc, and Melonie Grieser. Legal Counsel: Jordan Stephens and G&O: Keith Stewart.

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 one in attendance. Commissioner Kosche referenced the letter included in the agenda packet regarding the District expansion to the 2<sup>nd</sup> floor of the VBC building and a note he received from a rate payer expressing the great work the District is doing.
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 Wright made a Motion to approve Consent Items A through I. Commissioner Lorentzen seconded the Motion. The Motion passed.

	<b>AMOUNT</b>	<b>CHECK #'s</b>
A. Minutes: Nov 21 <sup>st</sup> & 29 <sup>th</sup>		
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 –	NA	

**5. OLD BUSINESS –**

- A. Fagerlie DEA Addendum – Johnathan Dix stated that this DEA addendum addresses an ownership change and a unique reimbursable which will revert to the original owner. It has been reviewed by legal and recommended for approval by staff. Commissioner Lorentzen made a Motion to approve. Commissioner Wright seconded the Motion. The Motion passed.

- B. 228 North Davies DEA – Johnathan Dix stated that this DEA includes 3 ERUs and latecomer agreements. This has been reviewed by legal and recommended by staff. Commissioner Lorentzen made a Motion to approve the DEA. Commissioner Wright seconded the Motion. The Motion passed.
- C. Centennial Short Plat 2024 DEA – Johnathan Dix stated that the original DEA expired before the sewer work was complete. Owners had to reapply for the new DEA. The DEA has been reviewed by legal and recommended by staff. Commissioner Lorentzen made a Motion to approve the DEA. Commissioner Wright seconded. The Motion passed.

## **6. NEW BUSINESS –**

- A. 2023 3<sup>rd</sup> Quarter Financials – Tracy Sambrano presented a slideshow regarding 3<sup>rd</sup> quarter financials.
- B. 2024 Budget Guidelines – Tracy Sambrano shared some ideas for updating the financial reporting and budget guidelines going forward. Those changes include, the appearance of the budget as presented including capital project summary, revision to list of accounts, and lift station expense accounts. Tray will also be adding full budget review for upcoming quarterly reviews instead of just M&O. Commissioner Kosche also mentioned that this is the first time as a Commissioner that he has seen capital projects completely covered financially which is by design through hard work and careful planning.
- C. 2024 Ford F150 Lightning Purchase \$77,591.61 – Johnathan Dix stated that there are funds for this purchase since it was held off last year due to vehicle production. The District has the opportunity to guarantee delivery of the truck by June 2024 if we order soon. Commissioner Lorentzen mentioned some concern about charging stations and that we should include this with purchase. Commissioner Lorentzen made a Motion to approve the purchase. Commissioner Wright seconded the Motion. The Motion passed.

## **7. MANAGERS' REPORTS**

- A. General Manager – Not present
- B. Assistant General Manager – Johnathan Dix stated that Caring by Sharing has \$248.34 to help two rate payers, plant flows are at 4.7 MGD, TIN is currently at 91,534 lbs., 72% of the District limit. Interviews for the Accountant II position took place and HR is conducting background checks. Interviews for the lab analyst position were conducted last week, no decisions have been made. The District has collected 149 permits and 71.07 GFCs. The District had a preconstruction meeting with Shoreline for the LS 5C decommissioning and it is slated to begin January 2<sup>nd</sup>. Staff notified neighbors in the area about work details. All the downtown projects will be ready to go out to bid by mid- to late-January.

- 8. **CITY REPORT** – Gene Brazel was not present but sent word that the City had nothing to report.

- 9. COMMISSIONERS' REPORT** – Commissioner Lorentzen stated that financials look great and interest rates are helping with capital projects. Commissioner Wright was very happy that financials are overall under budget. Commissioner Wright attended WASWD and learned a lot about combined projects with neighboring districts and the value of coordination on projects, including monetary savings. Discussion ensued. Commissioner Kosche stated that the District might think about taking excess funds to pay down additional loan funds owed.
- 10. EXECUTIVE SESSION** – Jordan Stephens stated the Commission will now recess into Executive Session at 9:37 AM and excused the General Public; it is estimated the executive session will last until 10:10 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(i) and (g), is to discuss pending or potential litigation and 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 10:10 AM, Commissioner Kosche extended the executive session until 10:30 AM. At 10:30 AM, Commissioner Kosche extended the executive session until 10:36 AM. Commissioner Kosche closed the Executive session at 10:36 AM.
- 11. CONCLUDE** – Commissioner Lorentzen made a Motion to adjourn the Board Meeting. Commissioner Wright seconded the Motion. The Motion passed at 10:36 AM.

Signed at a regular open public meeting this 28th day of December 2023.

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Dan Lorentzen, Commissioner

\_\_\_\_\_  
Andrea Wright, Secretary and Commissioner

\_\_\_\_\_  
Kevin Kosche, President and Commissioner



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

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

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

**MINUTES OF SPECIAL  
COMMISSIONERS MEETING ON  
December 21, 2023, at 1:00 PM**

**Location: Nacho Family Mexican Restaurant, 526 91<sup>st</sup> Ave NE, Lake Stevens, WA**

**Attendees:** Commissioners Dan Lorentzen, Andrea Wright, and Kevin Kosche

1. **Called to Order** at 1:00 PM by Commissioner Kosche
2. **District Holiday Lunch** – Commissioners were in attendance for the All-Staff Holiday celebration. Commissioner Lorentzen made a motion to release staff in attendance from work as of 1:30 PM. Commissioner Kosche seconded the Motion. The Motion passed.
3. **Concluded** at 1:30 PM with no further action taken.

Signed in a regular open public meeting this 28th day of December 2023

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Dan Lorentzen, Commissioner

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Andrea Wright, Secretary and Commissioner

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Kevin Kosche, President and Commissioner

## **RESOLUTION NO. 1057**

A RESOLUTION OF THE BOARD OF SEWER COMMISSIONERS OF LAKE STEVENS SEWER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, RECONFIRMING THE SCHEDULE AND LOCATION OF THE COMMISSIONER MEETINGS

**WHEREAS**, the Open Public Meetings Act, Chapter 42.30 RCW, provides for the governing body of a public agency to designate the schedule for its regular meetings; and

**WHEREAS**, the Board of Commissioners of the Lake Stevens Sewer District, through this Resolution, is reconfirming the schedule and location for its regular meetings.

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

Section 1: The regular meetings of the Board of Commissioners of the Lake Stevens Sewer District shall continue to be held on the second and fourth Thursdays of each calendar month, commencing at 9:00 a.m., in the James Mitchell Conference Room, located at 1106 Vernon Road, Lake Stevens, Washington.

Section 2: The Board of Commissioners may adjust this schedule, from time to time, as scheduling needs require, which would, or could include holding regular meetings of the Board of Commissioners of the Sewer District during other hours at such times as the Board of Commissioners deems appropriate, and it may hold special meetings pursuant to RCW 42.30.080, as it determines to be in the interest of the Sewer District.

Section 3: Nothing in this Resolution shall be deemed to restrict the powers of the Board of Commissioners as those powers are authorized by law.

**ADOPTED** by the Board of Sewer Commissions, Lake Stevens Sewer District, Snohomish County, Washington at a regular open public meeting held on the 28th day of December 2023, the following Commissioners being present and voting.

LAKE STEVENS SEWER DISTRICT:

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Dan Lorentzen, Commissioner

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Andrea Wright, Secretary and Commissioner

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Kevin Kosche, President and Commissioner





**INTERLOCAL CONTRACT FOR  
COOPERATIVE PURCHASING**

ILC No.:  
**ILC23-13668**  
Permanent Number assigned  
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Lake Stevens Sewer District**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **1106 Vernon Road, Suite A Lake Stevens, WA 98258**.

**WITNESSETH**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **12/14/2023** (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2024** and ends **12/31/2024**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

**Lake Stevens Sewer District**

Name of End User (local government, agency, or non-profit corporation)

**1106 Vernon Road, Suite A**

Mailing Address

**Lake Stevens, WA 98258**

City, State ZIP Code

***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX  
77027

By: \_\_\_\_\_

Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of chief elected or appointed official | **Date**

**Mariah Low, General Manager**

Typed Name & Title of Signatory



**END USER DATA**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com) or by faxing it to 713-993-2424. The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**  
**P.O. Box 22777, Houston, TX 77227-2777**

Name of End User Agency: **Lake Stevens Sewer District** County Name: **WA**

Mailing Address: **1106 Vernon Road, Suite A Lake Stevens, WA 98258**

Main Telephone Number: **425-339-3582** FAX Number: **425-335-5947**

Physical Address: **1106 Vernon Road, Suite A Lake Stevens, WA >98258**

Web Site Address: **[www.lksteven sewer.org](http://www.lksteven sewer.org)**

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**Official Contact: Mariah Low**

Mailing Address: **1106 Vernon Road, Suite A  
Lake Stevens, WA 98258**

Title: **General Manager**

Ph No.: **425-334-8588**

FX No.: **425-335-5947**

E-Mail Address: **[mariah.low@lkssd.org](mailto:mariah.low@lkssd.org)**

**Authorized Official: Mariah Low**

Mailing Address: **1106 Vernon Road, Suite A  
Lake Stevens, WA 98258**

Title: **General Manager**

Ph No.:

FX No.: **425-335-5947**

E-Mail Address: **[mariah.low@lkssd.org](mailto:mariah.low@lkssd.org)**

**Authorized Official: Johnathan Dix**

Mailing Address: **1106 Vernon Road, Suite A  
Lake Stevens, WA 98258**

Title: **Assistant General Manager**

Ph No.: **425-334-8588**

FX No.: **425-335-5947**

E-Mail Address: **[johnthan.dix@lkssd.org](mailto:johnthan.dix@lkssd.org)**

**Authorized Official: Melonie Grieser**

Mailing Address: **1106 Vernon Road, Suite A  
Lake Stevens, WA 98258**

Title: **Exec Admin Assist**

Ph No.: **425-339-3582**

FX No.:

E-Mail Address: **[melonie.grieser@lkssd.org](mailto:melonie.grieser@lkssd.org)**

## COMPLETING AND EXECUTING THE ILC PROCESS

### Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

### Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

### Step 3

Scan and email a copy of the contract to H-GAC at [cpcontractfax@h-gac.com](mailto:cpcontractfax@h-gac.com), or fax it to 713-993-2424.

The contract may also be mailed to:

**H-GAC Cooperative Purchasing Program**

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

### Step 4

H-GAC will execute the contract and return a copy to you electronically.