



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

**AGENDA  
COMMISSIONER MEETING  
FEBRUARY 22, 2024 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):

	<b>AMOUNT</b>	<b>CHECK #'s</b>
A. Minutes: February 8 <sup>th</sup>		
B. Investments	\$392,804.67	
Withdrawals	\$284,537.17	
Transfers	\$6,301.13	
C. 40 – Maintenance	\$34,360.51	EFT180
	\$136,045.01	11708 - 11746
D. 58 - Capital Expenditures	\$284,537.17	11747-11749

6. OLD BUSINESS
  - A. Updated Pretreatment Variance Request – Kids Way Child Care
7. NEW BUSINESS
  - A. Snohomish County PUD Agreement for Customer Information -
  - B. Pretreatment Variance Request – Lake Stevens Community Food Bank -
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](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  
FEBRUARY 8, 2024 at 9:00 AM**

**Attendees:** Commissioners Andrea Wright, Dan Lorentzen and Kevin Kosche, District Staff: Johnathan Dix and Melonie Grieser. Legal Counsel: Jordan Stephens, G&O: Keith Stewart, City Staff: Councilmember Gary Petershagen.

1. **CALL TO ORDER** – At 9:00 AM Commissioner Wright called the meeting to order.
2. **PUBLIC FORUM** – Non-action Items (please limit comments to 3 minutes) Commissioner Wright 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 . Commissioner Kosche 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 F. Commissioner Kosche seconded the Motion. The Motion passed.

	<b>AMOUNT</b>	<b>CHECK #'s</b>
A. Minutes: January 25 <sup>th</sup>		
B. Lien Placements (73)	NA	
Lien Releases (86)	NA	
Lien Foreclosure Lawsuit (0)	NA	
C. Investments	\$425,000.00	
Withdrawals	\$305,268.90	
D. Payroll	\$280,406.68	
E. 40 – Maintenance	\$76,693.15	11669-11703
F. 58 – Capital Expenditures	\$289,005.30	11678,11681,11704-11706

**5. NEW BUSINESS –**

- A. Pretreatment Variance Request for Happy Lemon – Johnathan Dix stated that this new establishment is at the former Kaliki’s Shave Ice shop. The new tenant is making improvements which triggers and necessitates an outside grease interceptor according to District Pretreatment regulations. The tenants are asking to install a larger grease trap instead of an outside interceptor. Based on the fixtures and menu items, District staff believes the larger trap will provide sufficient pretreatment. Staff recommends approval of the variance but suggests that if during routine quarterly FOG inspections, it is found that the larger grease trap is not providing adequate pretreatment, the applicant will be responsible for installing the required outside grease interceptor. Commissioner Lorentzen made a Motion to approve the variance with the conditions mentioned. Commissioner Kosche seconded the Motion. The Motion passed.

**6. MANAGERS’ REPORTS**

A. Assistant General Manager – Johnathan Dix stated that 17 permits and 3 GFCs have been collected to date. The Treatment Plant flows are 3.64 MGD. Caring by Sharing is at \$30.54, but additional money was just received, and those donated funds will help three families. The Lift Station 5C Decommissioning project’s physical construction is almost complete and the overlay will be started within a couple of weeks.

**7. CITY REPORT** – No comments from the City of Lake Stevens.

**8. COMMISSIONERS’ REPORT** – Commissioners Lorentzen and Wright attended the WASWD Commissioner Workshop on January 27th, and both enjoyed the training and discussion, specifically, the Open Records Act. Commissioners thanked the staff for their hard work.

**9. EXECUTIVE SESSION** – Jordan Stephens stated that the Commission will now recess into Executive Session at 9:08 AM and excused the General Public; it is estimated the executive session will last until 9:25 AM. The purpose of the Executive Session, under RCW 42.30.110(1)(i), is to discuss potential litigation. At the conclusion of the Executive Session, there will not be action taken by the Board of Commissioners and no announcement will be made. At 9:25 AM, Commissioner Wright extended the executive session until 9:30 AM. At 9:30 AM, Commissioner Wright concluded the executive session.

**10. CONCLUDE** – Commissioner Lorentzen made a Motion to adjourn the Board Meeting. Commissioner Kosche seconded the Motion. The Motion passed at 9:30 AM.

Signed at a regular open public meeting this day, the 22nd of February 2024.

\_\_\_\_\_  
Dan Lorentzen, Secretary and Commissioner

\_\_\_\_\_  
Andrea Wright, President, and Commissioner

\_\_\_\_\_  
Kevin Kosche, Commissioner



**LAKE STEVENS**  
SEWER DISTRICT

Submit to:  
Lake Stevens Sewer District  
1106 Vernon Road, Suite A  
Lake Stevens, WA 98258  
(425)334-8588 Fax (425)335-5947

### PRETREATMENT CODE VARIANCE REQUEST

**Applicant Name** Kid's Way Pre-School & Daycare

**Account Number(s)**  
6993.02

**Project Address** 12211 20th St NE

**Applicant** Kymm Shipman **Phone** (425) 374-3582 **Email** kidsway@live.com

**Applicant Signature** *Kymm Shipman*

**Description of the variance request**

Kids Way does not generate a large amount of FOG and should only need a once a year inspection and the lowest annual pretreatment fee of \$150 a year. Inspections will verify if the situation changes. If FOG production increases, variance will be r

**Applicable section of standards or code**

FOG annual fees and quarterly maintenance requirements.

**Justification for Variance Request**

Little to no FOG production verified by District inspector.

**District Approval Signatures (For Office Use Only)**

<b>Staff Recommendation:</b> <u>Annual inspection only and \$150 (lowest tier) per year FOG fee.</u>	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>Signature:</b> _____ <b>Date:</b> _____
<b>Conditions of Approval:</b> <u>If annual inspection shows increased FOG production, variance will be revoked and new conditions will apply. The establishment owner would be notified in this instance.</u>		

# AGREEMENT FOR THE PROTECTION OF PRIVATE CUSTOMER INFORMATION

This AGREEMENT FOR THE PROTECTION OF PRIVATE CUSTOMER INFORMATION (“Agreement”) is made by and between Lake Stevens Sewer District, a Washington State special purpose district (“Receiving Party”), and Public Utility District No. 1 of Snohomish County, Washington, a Washington State municipal corporation (“District”). The District and Receiving Party are also referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, the District provides water and electrical service throughout the Receiving Party’s service territory.

WHEREAS, the District is in the process of implementing its “Connect Up” program to replace current digital and analog metering devices with digital metering devices that have broadcast communication capability (“smart meters”).

WHEREAS, the Receiving Party desires to have access to the water usage information (“Private Customer Information” or “PCI”) from said Smart Meters for use in billing their commercial customers.

The District may, in its sole discretion, provide to Receiving Party Private Customer Information that is and must be kept confidential. To ensure the protection of such information, and to preserve the confidentiality necessary under Washington law, the Parties agree as follows:

## **1. Permission of Customer**

In order to receive PCI from the District for any particular customer, the Receiving Party shall obtain the customer’s express written or electronic permission that the District may share the customer’s PCI with Receiving Party. The Receiving Party shall maintain a record of each permission and shall provide a copy of the permission to the District Customer Accounting Department. In the event the customer revokes such permission, the Receiving Party shall immediately provide written or electronic notice to the District of such revocation.

## **2. Use and Protection of PCI**

Receiving Party shall limit disclosure of PCI to individuals within its own organization (“Representatives”) who have a need to know such information for the purposes of the Receiving Party, *provided that* such Representatives have been made aware of this Agreement and the obligations herein regarding PCI and have agreed to be bound by the requirements of this Agreement.

The Receiving Party and its Representatives agree to only use PCI in a manner compliant with the applicable local, state and federal laws and regulations, and consistent with the purpose for which such PCI was provided. Receiving Party further agrees not to utilize PCI for purpose of marketing services or product offerings to the District’s retail electric customers.

Receiving Party agrees to use such commercially reasonable care as appropriate to avoid unauthorized access, use, or disclosure of PCI and to otherwise keep and maintain PCI strictly confidential. Such commercially reasonable care includes implementing reasonable administrative, physical, and technical safeguards

designed to protect confidential information, but no less rigorous than that used to safeguard Receiving Party’s own information.

## **3. Compelled Disclosure of PCI**

Where Receiving Party receives a lawful request or order to disclose PCI, Receiving Party will not release the requested PCI sooner than ten (10) days (or such shorter amount of days as the law will allow, if the law does not allow for ten (10) days) after giving the District written notice (including by electronic mail) to allow the District to obtain an order preventing its release. Receiving Party will cooperate in good faith in any such effort or pursuit.

## **4. Exceptions to Confidentiality Obligations**

The Receiving Party’s obligations under this Agreement do not extend to:

- a. Information which, at the time of disclosure, is in the public domain;
- b. Information which shall become part of the public domain after disclosure other than as a consequence of a breach of this Agreement;
- c. Information which is rightfully obtained from a third person who, insofar as is known to the Receiving Party, is not prohibited from transmitting the information;
- d. Information which was already known by the Receiving Party prior to its disclosure.

## **5. Notice of Breach and Remedies**

Receiving Party shall notify the District immediately upon discovery of any unauthorized use or disclosure of PCI by Receiving Party or its Representatives, whether such disclosure occurs through action or inaction, and shall assist the District to regain possession of PCI and prevent its further unauthorized use.

## **6. Amendments, Termination, and Survival**

This Agreement shall remain in effect from the date of it is fully executed by the Parties until terminated by either Party. Either Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Party.

This Agreement may not be amended, modified, or terminated, and no obligation may be waived, except by a writing expressly referencing this Agreement and signed by an authorized representative of each Party.

Receiving Party’s duty to hold in confidence PCI received pursuant to this Agreement shall survive termination and shall continue until such time as Receiving Party no longer possesses any PCI disclosed under this Agreement.

## **7. Indemnification and Hold Harmless**

Receiving Party agrees to indemnify, defend and hold harmless District, and its officials, officers, employees and agents, from and against any and all liabilities, fines, penalties, claims, damages and expenses (including all reasonable attorneys’ fees) arising out of or related to the District sharing Personal Customer Information with Receiving Party pursuant to this Agreement.

Nothing contained in this Section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.

The provisions of this Section shall survive the termination of this Agreement.

**8. Severability and Nonwaiver**

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect. The failure of the either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such Party’s right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.

**9. Assignment**

Neither Party may directly or indirectly assign or transfer its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**10. Fair Meaning**

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either Party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the Parties.

**11. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Washington, without regard to conflict of laws or choice of laws provisions. The Parties hereby consent to jurisdiction in the state of Washington and agree that the courts within the state of Washington will have exclusive jurisdiction over any disputes or claims arising out of or related to this Agreement.

**12. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes and cancels any and all prior or contemporaneous negotiations, understandings, and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

**13. Counterparts**

This Agreement may be executed in counterparts, which when taken together will constitute one and the same instrument. Any such counterparts may be a facsimile or electronic transmission copy thereof, which shall be as valid and effectual as the original of that counterpart.

**14. Authority to Bind Parties and Enter Into Agreement**

The undersigned represent that they have full authority to enter into this Agreement and to bind the Parties for and on behalf of the legal entities set forth below.

**LAKE STEVENS SEWER DISTRICT**

**Attention: General Manager  
1106 Vernon Rd, Ste A  
Lake Stevens, WA 98258  
(425) 334-8588**

By: \_\_\_\_\_  
Mariah Low, General Manager

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

**PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY, WASHINGTON**

**Attention: Customer Accounting Manager  
PO Box 1107  
Everett, WA 98206  
(425) 783-8435**

By: \_\_\_\_\_  
Scott Jones, Chief Financial Officer

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



**LAKE STEVENS**  
SEWER DISTRICT

Submit to:  
Lake Stevens Sewer District  
1106 Vernon Road, Suite A  
Lake Stevens, WA 98258  
(425)334-8588 Fax (425)335-5947

**PRETREATMENT CODE VARIANCE REQUEST**

**Applicant Name** Lake Stevens Community Food Bank

**Account Number(s)**  
13652.01

**Project Address** 8021 20th St SE

**Applicant** Anthony Hawley **Phone** (425) 319-0967 **Email** director@lakestevensfoodbank.org

**Applicant Signature** [Signature]

**Description of the variance request**  
Yearly inspection/cleaning of grease traps (comos.)  
\$150 annual FOG fee / 6 mo. cleanings only

**Applicable section of standards or code**

\_\_\_\_\_  
\_\_\_\_\_

**Justification for Variance Request**

Very rare use of greasy things going down drains.

**District Approval Signatures (For Office Use Only)**

Staff Recommendation: _____ _____	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Signature: _____ Date: _____
Conditions of Approval: _____ _____		